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CANADA/ NEWFOUNDLAND

SECOND RESETTLEMENT AGREEMENT 1970

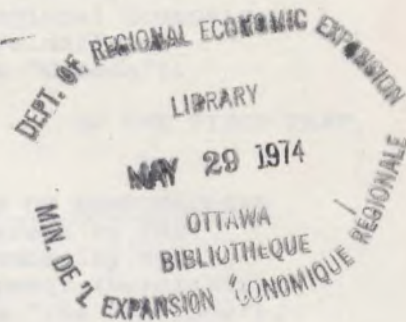
 REGIONAL ECONOMIC EXPANSION CANADA
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CANADA

DEPARTMENT OF REGIONAL ECONOMIC EXPANSION



AGREEMENT

Dated the 17th day of July , 1970

THE GOVERNMENT OF CANADA

and

THE GOVERNMENT OF NEWFOUNDLAND

SECOND NEWFOUNDLAND RESETTLEMENT AGREEMENT

SECOND NEWFOUNDLAND RESETTLEMENT AGREEMENT

THIS AGREEMENT made this 17th day of July,
1970

BETWEEN: THE GOVERNMENT OF CANADA,
represented herein by the
Minister of Regional Economic
Expansion (hereinafter
referred to as "Canada"),

OF THE FIRST PART,

AND: THE GOVERNMENT OF NEWFOUNDLAND
represented herein by the
Minister of Community and
Social Development (hereinafter
referred to as "the Province"),

OF THE SECOND PART,

WHEREAS Canada and the Province entered into an Agreement dated the 16th day of July, 1965, as amended by a further Agreement dated the 20th day of June, 1967 (which Agreement as so amended is hereinafter referred to as "the Original Agreement") for a program of assistance to householders and others who remove between certain communities within the Province of Newfoundland;

AND WHEREAS the term of the program under the Original Agreement expired on March 31, 1970 and Canada and the Province wish to enter into a further Agreement for the continuation of said program, with certain amendments;

AND WHEREAS the Governor in Council by Order in Council P.C. 1970-2/985 dated the 4th day of June, 1970 has authorized the Minister of Regional Economic Expansion to enter into this Agreement and the Lieutenant Governor in Council by Order in Council No. 361-70 dated the 4th day of June, 1970 has authorized the Minister of Community and Social Development to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto mutually agree as follows:

DEFINITIONS

1. In this Agreement,
 - (a) "approved land assembly area" means an area in the Province of Newfoundland where serviced land is available pursuant to an arrangement under Part VI of the National Housing Act, or other similar arrangement made or approved by the Newfoundland and Labrador Housing Corporation and further approved by the Federal Minister;
 - (b) "designated outport" means a community in the Province of Newfoundland that has submitted a petition for resettlement from not less than 80% of its householders, as certified by the appropriate official of the Province, and which is accepted by the Ministers, on the recommendation of the Joint Planning Committee, as a designated outport for the purposes of this Agreement.
 - (c) "dwelling" has the same meaning as in the regulations made from time to time under the Resettlement Act 1965 of Newfoundland or under any subsequent Provincial legislation to the like effect;
 - (d) "eligible householder" means a householder or other person who fulfils the requirements of Section 7;
 - (e) "Federal Minister" means the Minister of Regional Economic Expansion of Canada, and includes anyone authorized to act on his behalf;
 - (f) "household" has the same meaning as in the regulations made from time to time under the Resettlement Act 1965 of Newfoundland, or under any subsequent Provincial legislation to the like effect;
 - (g) "householder" means a person, or head of a group of persons, forming one household;

- (h) "Joint Planning Committee" means the Federal-Provincial Committee established under the Special Areas and Highways Agreement of April 21, 1970, made between Canada and the Province;
- (i) "Ministers" means the Federal Minister and the Provincial Minister as herein defined;
- (j) "Provincial Minister" means the Minister of Community and Social Development of the Province and includes anyone authorized to act on his behalf;
- (k) "receiving community" means:
 - (i) a Special Area, as hereinafter defined; and
 - (ii) any other community within the Province of Newfoundland that is approved as a receiving community for the purposes of this Agreement by the Ministers on the recommendation of the Joint Planning Committee;
- (l) "Special Area" means an area in the Province so designated by the Governor in Council pursuant to Section 24 of the Government Organization Act, 1969 of Canada.

TITLES

2. This Agreement shall be known as the "Second Newfoundland Resettlement Agreement" and the program provided for by this Agreement shall be known as the "Second Newfoundland Resettlement Program" (hereinafter referred to as "the Program").

TERM

3. The term of the Program shall be from April 1, 1970 to March 31, 1975, inclusive, and the Program shall cover approved removals completed on or after April 1, 1970 and approved before April 1, 1975. Removals approved prior to April 1, 1970 will be processed and reimbursed under the provisions of the Original Agreement.

RESETTLEMENT COMMITTEE

4.(1) Canada and the Province will establish for the term of this Agreement a joint committee, to be known as the "Resettlement Committee for Newfoundland" (hereinafter referred to as the "Resettlement Committee") to be composed of four representatives of Canada and four representatives of the Province with two representatives of Canada and two representatives of the Province constituting a quorum.

(2) The Resettlement Committee shall report to and act under the direction of the Joint Planning Committee.

- (3) The functions of the Committee shall be to:
- (a) review and make recommendations to the Province on administrative policies and procedures;
 - (b) review and approve or deny applications from householders and other persons referred to in Section 7;
 - (c) review and approve the methods and procedures to be followed in the acquisition of house-moving equipment;
 - (d) recommend to the Joint Planning Committee action to be taken on problems or disputes arising out of the administration of the Program;
 - (e) recommend to the Joint Planning Committee programs and projects that might advantageously be undertaken in receiving communities; and
 - (f) perform any other functions that may be assigned to it by mutual agreement of the Ministers.

(4) The Resettlement Committee shall hold meetings at least once every quarter-year and at such other times as may be required to facilitate implementation of the Program, and there shall be an annual meeting to which representatives of other Federal and Provincial departments and agencies shall be invited for a general review of the progress and results of the Program.

(5) The Resettlement Committee shall appoint a Secretary who shall keep the minutes of the meetings of the Committee and shall make available to the Joint Planning Committee all documents read into the Minutes or received for presentation before the Resettlement Committee.

(6) The provisions of this Section may be amended from time to time by the agreement of the Ministers expressed in writing, having regard to experience gained through the administration of the Program.

THE PROGRAM

5. The Program will be administered by the Province, which will make the payments hereinafter provided for, which payments will be reimbursed by Canada in the manner and to the extent hereinafter provided.

6. The Province will issue the necessary regulations and publicity for the implementation of the Program and will provide counselling services to communities and householders that contemplate resettlement, and Canada will, if so requested by the Province, endeavour to provide in an advisory capacity the services of appropriate professional and technical employees of Canada to assist in the administration of the Program.

7. An eligible householder, for the purpose of receiving assistance under the Program for removal costs, is a person

(a) who is a householder and,

(i) moves his household to a receiving community from a designated outport; or

(ii) moves his household to a receiving community from a community that becomes a designated outport not more than 18 months after the date of his departure;

or

(b) whose application is approved by the Resettlement Committee on the basis that he is moving from a

community which is accepted by the Ministers on the recommendation of the Joint Planning Committee as a community from which a substantial proportion of the inhabitants wish to move, and,

- (i) is a householder and is moving his household to improved employment prospects in a receiving community; or
- (ii) is a widow or handicapped or incapacitated person who is moving to improved circumstances in any community in the Province of Newfoundland, other than a community from which removals are being assisted under this Agreement.

8. Except as provided in Section 10, the Province will pay to each eligible householder:

- (a) the actual and reasonable travel expenses of himself and the members of his household and the cost of removal of his household, but excluding any costs in respect of removal of buildings;
- (b) a relocation grant in the amount of \$1,200; and
- (c) an additional relocation grant in the amount of \$200 for each member of the household other than the householder.

9. Except as provided in Section 10, the Province will also pay to each eligible householder who:

- (a) moves to an approved land assembly area, a grant towards the cost of a serviced lot in an amount not exceeding \$3,000 or the cost of the lot, whichever is the lesser; or
- (b) moves to an area other than an approved land assembly area, a grant towards the cost of a lot in an amount not exceeding \$1,000 or the cost of a lot (including the cost of servicing the lot if such servicing is installed within 18 months after the move), whichever is the lesser.

10.(1) The amount paid to each eligible householder pursuant to Sections 8 and 9 shall be reduced by an amount paid or to be paid to him in respect of his removal pursuant to the Manpower Mobility Regulations.

(2) An eligible householder who is an employee of Canada or the Province covered by removal expense regulations shall have his entitlement reduced to the extent so covered.

(3) The payments referred to in Sections 8 and 9 will be made after completion of the move, except that an advance payment may be authorized by the Provincial Minister if he considers that such advance payment is necessary to enable the householder to resettle.

(4) The Province will include with each payment made under Sections 8 and 9 a statement specifying the contributions of Canada and the Province.

11.(1) The payments referred to in Section 9 will in each case be secured by a mortgage to the Province on the lot concerned, which mortgage

- (a) may be made subordinate to a first mortgage;
- (b) will be interest-free;
- (c) will provide for repayment in full of the principal if the householder does not locate an approved house on the lot within 18 months after acquiring title to the lot;
- (d) will provide for write-off of the principal by the Province at the rate of 20% per annum at the end of each year of occupancy, commencing at the date of occupancy by the householder or the date that servicing of the lot is completed, whichever is later; and
- (e) will provide that if the lot is sold by the householder, the balance of principal not written off at such time will forthwith become due and payable.

11.(2) Repayment of all or part of the principal under paragraph (c) of Sub-section (1) may be waived in exceptional circumstances if the Resettlement Committee so approves.

12. The Province will acquire the title to all lands and buildings evacuated pursuant to this Agreement, except that title may be retained by the householder for buildings that he undertakes to move out of the community concerned within one year following the date of evacuation thereof by the householder.

13. The Province will report annually to Canada on the results of the Program.

14. On the recommendation of the Joint Planning Committee, the Ministers may from time to time, by mutual agreement expressed in writing, revoke the previous approval of any community as a receiving community, or the acceptance of any community as a community from which removals will be assisted under Section 7(b), which revocation shall take effect from the date it is given or from any subsequent date stated therein.

REIMBURSEMENT BY CANADA

15.(1) Subject to Sub-Section (2), Canada will reimburse the Province in respect of payments properly made by the Province as follows:

- (a) 100% of the amounts expended for travel and removal expenses under paragraph (a) of Section 8;
- (b) 75% of the amounts expended in respect of relocation grants under paragraphs (b) and (c) of Section 8; and
- (c) 50% of the amounts expended in respect of assistance for the purchase of lots under Section 9.

(2) In respect of eligible householders who move to a Special Area, reimbursement by Canada will be increased to:

- (a) 90% of the amounts expended for relocation grants under paragraphs (b) and (c) of Section 8 and of the amounts expended for

grants towards the cost of lots under paragraph (a) of Section 9; and

- (b) 75% of the amounts expended for grants towards the cost of lots under paragraph (b) of Section 9.

(3) Subject to Sub-section (4), the reimbursement to be made by Canada does not include any expenses incurred by the Province for the administration of the Program.

(4) Canada will reimburse the Province for 75% of the cost of acquiring house-moving equipment which, in the opinion of the Ministers, is necessary for the implementation of the program, up to a maximum of \$150,000 in any fiscal year.

(5) All monies received by the Province by way of repayment of mortgage principal as provided by Sub-section (1) of Section 11 will be shared between Canada and the Province in the same ratio as they provided the original amount of such principal. Within thirty days after the end of each fiscal year the Province will remit to Canada its share of such monies received during such fiscal year, which remittance will be accompanied by a detailed statement in form satisfactory to the Federal Minister.

16. Payments hereunder by Canada will be made on the basis of claims submitted monthly by the Province in form satisfactory to the Federal Minister and supported by detailed statements showing:

- (a) the amount paid to each eligible householder;
- (b) his name, address and occupation prior to moving and his address and occupation or intended occupation after moving;
- (c) the name of each other member of the household, his relationship to the householder, his age and occupation prior to moving and his address and occupation or intended occupation after moving; and
- (d) the proportion of the amounts paid by the Province for which payment by Canada is claimed.

17. Notwithstanding anything in this Agreement, the total amount payable by Canada under this Agreement shall not exceed \$2,500,000 in the fiscal year 1970-71 and shall not exceed such amount as may be voted by Parliament in any subsequent fiscal year for the financing to be provided by Canada under this Agreement.

RECORDS AND AUDIT

18. The Province will maintain detailed and accurate accounts and records of its expenditures in respect of the Program, and will make available such accounts and records and the invoices, receipts and vouchers relating thereto for inspection and audit at all reasonable times by Canada's auditors, who will be furnished with all such information as they may require with relation thereto. Any discrepancy between the amounts paid by Canada and the amounts actually payable by Canada hereunder as disclosed by such audit, shall be promptly adjusted between Canada and the Province.

GENERAL

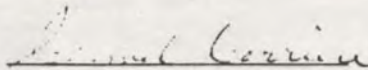
19. The Province will indemnify and save harmless Canada from all claims and demands of third parties in any way arising out of the financing by Canada of the Program, except as such claims or demands relate to injury or loss attributable to the negligence of any officer, employee or agent of Canada.

20. In the event of any dispute between the parties hereto on any question of law or fact arising out of this Agreement or the performance thereof, it shall be submitted to and determined by the Exchequer Court of Canada pursuant to the Exchequer Court Act of Canada.

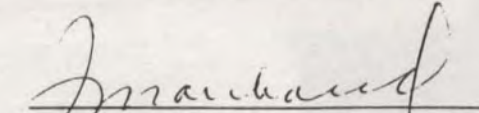
IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Community and Social Development.

In the presence of

GOVERNMENT OF CANADA

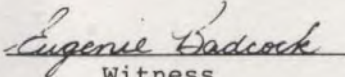


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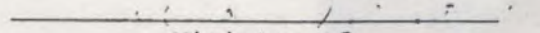


Minister of
Regional Economic Expansion

GOVERNMENT OF NEWFOUNDLAND



Witness


Minister of
Community and Social Development

P. D. M. (WEST) S. M. A. (OU = ST)
APR 19 1972
C. C. F. M. E. E. R.