



# THE NEWFOUNDLAND AND LABRADOR GAZETTE

PART I  
PUBLISHED BY AUTHORITY

Vol. 94

ST. JOHN'S, FRIDAY, SEPTEMBER 27, 2019

No. 39

| CORPORATIONS ACT                      |        |                                       | 2019-01-07 | 83103 | Whalen's Hospitality Ltd.                  |
|---------------------------------------|--------|---------------------------------------|------------|-------|--|
| <b>NOTICE</b>                         |        |                                       | 2019-01-07 | 83104 | CostWise Solutions Inc.                    |
| <i>Corporations Act - Section 393</i> |        |                                       | 2019-01-07 | 83116 | Labrador West Pioneer Living Inc.          |
| Local Incorporations                  |        |                                       | 2019-01-08 | 83124 | 83124                                      |
| For the Month of: January 2019        |        |                                       |            |       | NEWFOUNDLAND AND LABRADOR INC.             |
| Date                                  | Number | Company Name                          |            |       |  |
| 2019-01-03                            | 83099  | Atlantic Herbs Inc.                   | 2019-01-08 | 83125 | BC General Partner Inc.                    |
| 2019-01-03                            | 83100  | Aviation History NL Inc.              | 2019-01-08 | 83126 | Main River Indian Band Inc.                |
| 2019-01-03                            | 83065  | DNR Consulting Limited                | 2019-01-08 | 83117 | Eat Yer Greens Inc.                        |
| 2019-01-03                            | 83093  | New Century Ltd.                      | 2019-01-08 | 83120 | 83120                                      |
| 2019-01-03                            | 83051  | 83051<br>NEWFOUNDLAND & LABRADOR LTD. | 2019-01-08 | 83121 | NEWFOUNDLAND & LABRADOR INC.               |
| 2019-01-03                            | 83052  | White's Taxation Inc.                 |            |       | 83121<br>NEWFOUNDLAND & LABRADOR LTD.      |
| 2019-01-03                            | 83076  | Gillingham's Service Centre Ltd.      | 2019-01-09 | 83131 | 83131<br>NEWFOUNDLAND AND LABRADOR INC.    |
| 2019-01-03                            | 83089  | The Rich Woman Inc.                   |            |       | INC.                                       |
| 2019-01-03                            | 83091  | 83091<br>NEWFOUNDLAND & LABRADOR INC. | 2019-01-09 | 83061 | Rescue Rooter Ltd.                         |
|                                       |        |                                       | 2019-01-09 | 83123 | SDM Holdings Inc.                          |
| 2019-01-03                            | 83092  | Nightingale Manor Seniors Club Inc.   | 2019-01-10 | 83139 | Execution and Cost Management Systems Inc. |
| 2019-01-04                            | 83101  | Marystown Development Corporation     | 2019-01-10 | 83138 | Island Harbour 50+ Club Inc.               |
| 2019-01-04                            | 83102  | Galway Coffee Inc.                    | 2019-01-10 | 83136 | Millertown Come Home Year Inc.             |
| 2019-01-07                            | 83119  | Bridge Community Inc.                 | 2019-01-11 | 83152 | CAVA CAPITAL INC.                          |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |       |   |            |       |  |
|------------|-------|---|------------|-------|--|
| 2019-01-11 | 83137 | Newfoundland Outdoor Heritage Coalition Inc.                              | 2019-01-18 | 83184 | 83184<br>NEWFOUNDLAND & LABRADOR INC.              |
| 2019-01-11 | 83143 | KER Holdings Limited  |            |       |  |
| 2019-01-11 | 83144 | NewLine Electrical Ltd.   | 2019-01-18 | 83185 | T & P COMMERCIAL CLEANERS LTD.                     |
| 2019-01-11 | 83145 | Saltwater Society Inc.  | 2019-01-18 | 83186 | 83186  |
| 2019-01-11 | 83146 | Panache Vessel Brokers and Marine Solutions Inc.                          |            |       | NEWFOUNDLAND & LABRADOR INC.                       |
| 2019-01-11 | 83151 | Newfoundland LED Inc.   | 2019-01-21 | 83207 | 83207<br>NEWFOUNDLAND AND LABRADOR INC.            |
| 2019-01-14 | 83164 | Ace WetClean & Laundry Ltd.   | 2019-01-21 | 83201 | Advocates for Senior Citizens' Rights (ASCR) Corp. |
| 2019-01-14 | 83161 | Charles Collings HVAC-R Ltd.  |            |       |  |
| 2019-01-14 | 83163 | Dr. L. Rajuki P.M.C. Inc.   | 2019-01-21 | 83208 | Heritage Bay De Verde Inc.                         |
| 2019-01-14 | 83166 | Volleyball Atlantic Canada Development Inc.                               | 2019-01-21 | 83193 | NSBM Contracting Ltd.                              |
|            |       |   | 2019-01-21 | 83199 | Dr. Zinah Nazar Al-Sammarraie                      |
| 2019-01-14 | 83153 | Mulberry Inn Shelter Incorporated   |            |       | Professional Medical Corporation                   |
| 2019-01-14 | 83159 | Connex Personnel Inc.   | 2019-01-21 | 83200 | Saltbox Brewhouse Inc.                             |
| 2019-01-14 | 83160 | 83160<br>NEWFOUNDLAND & LABRADOR INC.                                     | 2019-01-22 | 83217 | K.D.M. Fishing Enterprises Ltd.                    |
|            |       |   | 2019-01-22 | 83213 | Perry Matthews Towing Inc.                         |
| 2019-01-15 | 83179 | Big Valley Cannabis Company Ltd.  | 2019-01-22 | 83212 | Trail Running Newfoundland and Labrador Inc.       |
| 2019-01-15 | 83172 | Dr. Shauna Peddle Professional Medical Corporation                        | 2019-01-22 | 83204 | Senior Project Professionals Inc.                  |
| 2019-01-15 | 83168 | ICE BREAKER MUSSELS INC.  | 2019-01-23 | 83219 | Brenton Properties Limited                         |
| 2019-01-15 | 83165 | TRC Enterprises Ltd.  |            |       |  |
| 2019-01-15 | 83167 | Portugal Cove-St. Philip's Football Club Inc.                             | 2019-01-23 | 83221 | NLFAH Conservation Inc.                            |
|            |       |   | 2019-01-23 | 83218 | Holden Development Inc.                            |
| 2019-01-16 | 83175 | Eagle Energy East Coast Inc.  | 2019-01-24 | 83225 | Aqua Nova Inc.                                     |
| 2019-01-16 | 83169 | Steady Entertainment Inc.   | 2019-01-24 | 83228 | Joe Batts Arm Recreation Inc.                      |
| 2019-01-16 | 83170 | Humby Tax and Financial Services Professional Corporation                 | 2019-01-24 | 83230 | LRP Holdings Inc.                                  |
|            |       |   | 2019-01-24 | 83226 | TRINITY COFFEE COMPANY LTD.                        |
|            |       |   | 2019-01-24 | 83220 | Mindful Matters                                    |
| 2019-01-17 | 83176 | Bears Cove Inn Inc.   |            |       | Counselling and Psychological Services, Inc.       |
| 2019-01-17 | 83177 | G & K Sutton Holdings Ltd.  |            |       |  |
| 2019-01-17 | 83178 | GHB Properties Inc.   | 2019-01-24 | 83223 | Dr. Kyna Squarey Professional Medical Corporation  |
| 2019-01-18 | 83197 | Abigail Farms Ltd.  |            |       |  |
| 2019-01-18 | 83192 | Drs. Redmond, Pond, Sexton, Keefe, Willis and Ropson Dental Services Inc. | 2019-01-24 | 83224 | Adam's Electrical Inc.                             |
|            |       |   | 2019-01-25 | 83238 | Brentquip Solutions Ltd.                           |
| 2019-01-18 | 83188 | SECRET GARDEN CORPORATION   | 2019-01-25 | 83241 | Griquet Anglican Womens Corp.                      |
| 2019-01-18 | 83181 | After You Cleaners Ltd.   | 2019-01-25 | 83244 | Historic Quarters Inc.                             |
| 2019-01-18 | 83182 | Dr. Humam Alsamawi Dentistry Professional Corporation                     | 2019-01-25 | 83243 | topmdrn home decor Inc.                            |
|            |       |   | 2019-01-25 | 83235 | Right Choice Blow-In Insulation Ltd.               |
| 2019-01-18 | 83183 | ANJ Kelly-Margeson Holdings Ltd.  |            |       |  |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |       |  |  |        |  |
|------------|-------|--|--|--------|--|
| 2019-01-28 | 83252 | 83252<br>NEWFOUNDLAND &<br>LABRADOR INC.           | 2019-01-30   | 83278  | 83278<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83251 | Clay and Unlimited<br>Possibilities Inc.           | 2019-01-30   | 83279  | 83279<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83250 | Mike Davis Auto Sales<br>Ltd.                      | 2019-01-30   | 83280  | 83280<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83253 | SkySoar Marketing Inc.                             |  |        |  |
| 2019-01-28 | 83239 | Restoclean Holdings<br>Ltd.                        | 2019-01-30   | 83281  | 83281<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83245 | The Well - Bean Café<br>Inc.                       | 2019-01-30   | 83282  | 83282<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83246 | Wicked Holdings<br>Limited                         | 2019-01-30   | 83283  | 83283<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-28 | 83247 | Treehouse Daycare Ltd.                             |  |        |  |
| 2019-01-29 | 83267 | 83267<br>NEWFOUNDLAND<br>AND LABRADOR<br>INC.      | 2019-01-30   | 83283  | 83283<br>NEWFOUNDLAND &<br>LABRADOR LTD. |
| 2019-01-29 | 83273 | Bartlett's Harbour<br>Recreation Committee<br>Inc. | 2019-01-31   | 83293  | 83293<br>NEWFOUNDLAND &<br>LABRADOR INC. |
| 2019-01-29 | 83266 | South Park Driving<br>School Inc.                  | 2019-01-31   | 83296  | Kelly Ryan Personal<br>Training Inc.     |
| 2019-01-29 | 83248 | FARAI CLEANING<br>Limited                          | 2019-01-31   | 83295  | Mushuau EPH and<br>Group Home Inc.       |
| 2019-01-29 | 83249 | Chris Humby CPA<br>Professional<br>Corporation     | 2019-01-31   | 83299  | NAEL Family<br>Foundation Inc.           |
| 2019-01-29 | 83258 | RChaulk Holdings Inc.                              | 2019-01-31   | 83285  | Georgetown Inn Inc.                      |
| 2019-01-29 | 83259 | Avalon Rock Inc.                                   | 2019-01-31   | 83291  | Strickland Business<br>Solutions Inc.    |
| 2019-01-29 | 83261 | Boluwaji Ogunyemi<br>PMC Inc.                      |  |        | St. Carol's Come Home<br>Year 2019 Inc.  |
| 2019-01-29 | 83262 | Thyme Catering and<br>Cooking Incorporated         | Total Incorporations: 125  |        |  |
| 2019-01-29 | 83263 | 83263<br>NEWFOUNDLAND<br>AND LABRADOR<br>LIMITED   | Corporations Act - Section 331<br>Local Revivals<br>For the Month of: January 2019             |        |  |
| 2019-01-30 | 83284 | Adventures Unknown<br>Season 2 Inc.                | Date   | Number | Company Name                             |
| 2019-01-30 | 83264 | 83264<br>NEWFOUNDLAND &<br>LABRADOR INC.           | 2019-01-01   | 37219  | DENTAL HYGIENE<br>CONSULTING INC.        |
| 2019-01-30 | 83265 | 83265<br>NEWFOUNDLAND &<br>LABRADOR INC.           | Total Revivals: 1  |        |  |
| 2019-01-30 | 83274 | Rampage Construction<br>Limited                    | Corporations Act - Section 296 and 393<br>Local Continuances<br>For the Month of: January 2019 |        |  |
| 2019-01-30 | 83275 | 83275<br>NEWFOUNDLAND &<br>LABRADOR LTD.           | Date   | Number | Company Name                             |
| 2019-01-30 | 83276 | 83276<br>NEWFOUNDLAND &<br>LABRADOR LTD.           | 2019-01-01   | 83148  | Cameron Restaurant<br>Equipment Ltd.     |
| 2019-01-30 | 83277 | 83277<br>NEWFOUNDLAND &<br>LABRADOR LTD.           | 2019-01-01   | 83149  | TAC Investments Inc.                     |
|            |       |  | Total Continuances: 2  |        |  |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

| <i>Corporations Act - Section 286</i> |               |  | 2019-01-08 | 76534 | 76534   |
|---------------------------------------|---------------|--|------------|-------|---|
| Local Amendments                      |               |  |            |       | NEWFOUNDLAND AND LABRADOR LIMITED   |
| For the Month of: January 2019        |               |  |            |       |   |
| <b>Date</b>                           | <b>Number</b> | <b>Company Name</b>                    |            |       |   |
| 2019-01-01                            | 77070         | Adams Hearn Searching Services Limited | 2019-01-08 | 63153 | DR. ANDREW FUREY PROFESSIONAL MEDICAL CORPORATION                                 |
| 2019-01-01                            | 65521         | BIG ERICS INC.                         |            |       | 81502   |
| 2019-01-01                            | 13974         | Bishop's Falls Enterprises Limited     | 2019-01-10 | 81502 | NEWFOUNDLAND & LABRADOR LTD.  |
| 2019-01-01                            | 50293         | DGI PROPERTIES INC.                    | 2019-01-10 | 77521 | Rasheed and Chehade Holdings Inc.   |
| 2019-01-01                            | 83147         | Lighthouse Capital Atlantic Inc.       | 2019-01-11 | 17949 | 17949   |
| 2019-01-01                            | 64234         | NEWCO METAL & AUTO RECYCLING LIMITED   | 2019-01-14 | 61694 | NEWFOUNDLAND & LABRADOR INC. ACQUAINT PERSONNEL SERVICES INC.                     |
| 2019-01-01                            | 83014         | Terra Nova Old Port Foods Inc.         | 2019-01-14 | 75946 | INVENTIVE PROJECT MANAGEMENT INC.   |
| 2019-01-03                            | 55263         | 55263 NEWFOUNDLAND AND LABRADOR INC.   | 2019-01-14 | 83071 | Island Industrial Limited   |
| 2019-01-03                            | 77692         | 77692 NEWFOUNDLAND AND LABRADOR INC.   | 2019-01-14 | 64227 | Jade Garden Limited   |
|                                       |               |  | 2019-01-14 | 74978 | Mary Jane Holdings Inc.   |
| 2019-01-03                            | 67063         | BJH ENTERPRISES INC.                   | 2019-01-15 | 79116 | Blackhawk Security and Investigations Ltd.  |
| 2019-01-03                            | 65697         | M D H ENTERPRISE INCORPORATED          | 2019-01-15 | 78872 | Refresh Contracting & Cabinetry Limited   |
| 2019-01-03                            | 63846         | Recipe for Health Inc.                 | 2019-01-16 | 47172 | 47172   |
| 2019-01-03                            | 12788         | South West Coast Historical Society    |            |       | NEWFOUNDLAND AND LABRADOR LIMITED   |
| 2019-01-04                            | 47176         | BARNES & EGAN RENTALS LTD.             | 2019-01-16 | 31208 | REID  |
| 2019-01-07                            | 44407         | 10990 NEWFOUNDLAND INC.                | 2019-01-16 | 82825 | NEWFOUNDLAND COMPANY LIMITED  |
| 2019-01-07                            | 60144         | 60144 NEWFOUNDLAND & LABRADOR INC.     | 2019-01-17 | 16012 | The Wag Club Inc. PETROLEUM & ENVIRONMENTAL SERVICES INC.                         |
| 2019-01-07                            | 82263         | D. Saunders Surveys Ltd.               | 2019-01-17 | 83001 | St. Barbe / Pigeon Cove / Black Duck Cove / Forrester's Point Come Home Year Inc. |
| 2019-01-07                            | 8489          | Dave Tucker Auto Sales Limited         | 2019-01-17 | 81193 | The Crypto Tree Inc.  |
| 2019-01-07                            | 66359         | DSF ENERGY INC.                        | 2019-01-18 | 79006 | OpenL Logistics Inc.  |
| 2019-01-07                            | 38953         | GRANT ENTERPRISES LIMITED              | 2019-01-21 | 82750 | CBN Bingo Inc.  |
|                                       |               |  | 2019-01-23 | 54921 | BURIN PENINSULA VOICE AGAINST VIOLENCE INC.                                       |
| 2019-01-07                            | 21700         | L.J.R. SALES LTD.                      |            |       |   |
| 2019-01-07                            | 40549         | LAYREG HOLDINGS LTD.                   | 2019-01-24 | 78418 | A & E Bartlett Management Corp.   |
| 2019-01-07                            | 71775         | Pharmacy Relief Services Inc.          | 2019-01-24 | 80825 | Concrete Concepts and Rentals Incorporated  |
| 2019-01-07                            | 3120          | R.S. ROGERS LIMITED                    | 2019-01-24 | 354   | SOCIETY OF UNITED FISHERMEN   |
| 2019-01-07                            | 10819         | Simmons Auto Sales & Services Limited  | 2019-01-25 | 70124 | 70124 NEWFOUNDLAND AND LABRADOR INC.  |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|                                       |               |  |            |       |  |
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| 2019-01-25                            | 73359         | 73359<br>NEWFOUNDLAND &<br>LABRADOR INC.                                 | 2019-01-10 | 28392 | EDUCATION<br>PLANNING AND<br>DESIGN<br>ASSOCIATES<br>LIMITED |
| 2019-01-28                            | 64209         | CREATIVE<br>INVESTMENTS INC.   |            |       | TEN MILE LAKE<br>OUTFITTERS INC.                             |
| 2019-01-28                            | 82969         | Dr. Blakey and Dr.<br>Turpin Dental Services<br>Inc.                     | 2019-01-11 | 39720 | BARCOM DELIVERY<br>LIMITED                                   |
| 2019-01-28                            | 64087         | FearnCo Holdings<br>Limited  | 2019-01-14 | 65554 | PTR Inspections &<br>Pipefitting Inc.                        |
| 2019-01-28                            | 13309         | Moore Holdings<br>Limited  | 2019-01-14 | 66149 | SCARLET<br>ENTERPRISES INC                                   |
| 2019-01-28                            | 71596         | PALM HOLDINGS<br>LTD.  | 2019-01-14 | 77726 | Tilting United Inc.  |
| 2019-01-28                            | 39588         | STOODLEY<br>FINANCIAL<br>SERVICES INC.                                   | 2019-01-15 | 48012 | Easy Music Inc.  |
| 2019-01-30                            | 81423         | Auburn Holdings Ltd.   | 2019-01-16 | 77009 | 77009<br>NEWFOUNDLAND &<br>LABRADOR LTD.                     |
| 2019-01-30                            | 82799         | Candi Ventures Limited   | 2019-01-17 | 75079 | PMCOSTA Project<br>Management Inc.                           |
| 2019-01-30                            | 49010         | Katem Septic Solutions<br>Ltd.   | 2019-01-18 | 69463 | DR. LINDSAY PARR<br>PROFESSIONAL<br>DENTAL<br>CORPORATION    |
| 2019-01-30                            | 82109         | Pro Epoxy Specialist<br>Limited  |            |       | Margie Rose Events<br>Inc.                                   |
| 2019-01-31                            | 83152         | CAVA CAPITAL INC.  | 2019-01-18 | 76869 | Deep Reach<br>Exploration Inc.                               |
| 2019-01-31                            | 66851         | VCSL Cleaning<br>Services Ltd.   | 2019-01-21 | 41489 | GeoHiedra Technical<br>Services Corp.                        |
| 2019-01-31                            | 54277         | Violence Prevention<br>Southwest, Inc.                                   | 2019-01-22 | 75216 | HOME HANDYMAN<br>INC.  |
| Total Amendments: 64                  |               |  | 2019-01-22 | 51200 | Rescue Rooter Ltd.   |
| <i>Corporations Act - Section 335</i> |               |  | 2019-01-22 | 83061 | RMP CONTRACTING<br>LTD.                                      |
| <i>Local Dissolutions</i>             |               |  | 2019-01-23 | 42218 | CARIBOU<br>COMPUTERS<br>LIMITED                              |
| <i>For the Month of: January 2019</i> |               |  | 2019-01-24 | 13906 | L'ARGENT<br>ATLANTIC LTD.                                    |
| <b>Date</b>                           | <b>Number</b> | <b>Company Name</b>  |            |       | Cover Your Asset<br>Property Inspection<br>Services Inc.     |
| 2019-01-01                            | 60861         | MAMMOET<br>ATLANTIC LTD.   | 2019-01-24 | 31384 | Bessey's Moving<br>Services Inc.                             |
| 2019-01-03                            | 66398         | Big Land Aviation<br>Limited   | 2019-01-28 | 81527 | Doug LeDrew<br>Academic Support Inc.                         |
| 2019-01-03                            | 59718         | JIM BONIA<br>CONSULTING INC.   | 2019-01-29 | 42222 | L & L SMALL<br>HOLDINGS LTD.                                 |
| 2019-01-03                            | 3892          | LARRY FAGAN<br>LIMITED   | 2019-01-29 | 82455 | 78933<br>NEWFOUNDLAND &<br>LABRADOR<br>CORPORATION           |
| 2019-01-03                            | 41097         | TIOLI HOLDINGS<br>LIMITED  | 2019-01-29 | 61919 | Marlyn Construction<br>Limited                               |
| 2019-01-03                            | 65308         | Transportation<br>Information Consulting<br>Training Services<br>Limited | 2019-01-30 | 78933 | Outside-In Training and<br>Safety Inc.                       |
| 2019-01-07                            | 76861         | TryMac Group of<br>Companies Inc.  | 2019-01-30 | 27436 | FROST HEAVE<br>SOLUTIONS LTD                                 |
| 2019-01-08                            | 73724         | Kiddie City Inc.   | 2019-01-30 | 74273 |  |
| 2019-01-08                            | 75166         | LYNCH GROUP<br>DEVELOPMENT<br>INCORPORATED                               | 2019-01-31 | 62949 |  |
| 2019-01-09                            | 78370         | Whisker Wishes Kitten<br>Sanctuary Inc.                                  |            |       |  |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|                                       |               |  |            |       |   |
|---------------------------------------|---------------|--|------------|-------|---|
| 2019-01-31                            | 76346         | Sea Doc Boat Tours Corp.                             | 63957      | 63957 | NEWFOUNDLAND AND LABRADOR LIMITED       |
| Total Dissolutions: 37                |               |  |            |       |   |
| <i>Corporations Act - Section 299</i> |               |  | 2019-01-01 | 83088 | 46633 Newfoundland and Labrador Inc.    |
| Local Discontinuances                 |               |  | From:      | 47103 | 11221 Newfoundland Inc.                 |
| For the Month of: January 2019        |               |  |            | 46633 | 46633 NEWFOUNDLAND AND LABRADOR INC.    |
| <b>Date</b>                           | <b>Number</b> | <b>Company Name</b>                                  |            |       |   |
| 2019-01-04                            | 40990         | NC TRADING INC.                                      |            |       |   |
| 2019-01-07                            | 69251         | CALEDONIA GEOCONSULTING INC.                         | 2019-01-01 | 83074 | 63775 Newfoundland and Labrador Inc.    |
| 2019-01-07                            | 69252         | MITTON FAMILY HOLDINGS INC.                          | From:      | 63775 | 63775 NEWFOUNDLAND AND LABRADOR INC.    |
| 2019-01-08                            | 75279         | Dr. Gregory Manning Professional Medical Corporation |            | 64246 | 64246 NEWFOUNDLAND AND LABRADOR INC.    |
| 2019-01-09                            | 71646         | Drs. Mangat Professional Medical Corporation         |            |       |   |
| 2019-01-18                            | 76448         | 76448 NEWFOUNDLAND & LABRADOR INC.                   | 2019-01-01 | 83073 | 77342 NEWFOUNDLAND AND LABRADOR LIMITED |
| 2019-01-18                            | 80031         | 80031  |            |       |   |
| 2019-01-18                            | 80032         | 80032 NEWFOUNDLAND & LABRADOR INC.                   | From:      | 77342 | 77342 NEWFOUNDLAND AND LABRADOR LIMITED |
| 2019-01-18                            | 80033         | 80033 NEWFOUNDLAND & LABRADOR INC.                   |            | 63727 | 63727 J-3 HOLDINGS LIMITED              |
| 2019-01-18                            | 80034         | 80034 NEWFOUNDLAND & LABRADOR INC.                   | 2019-01-01 | 83070 | 83070 Alderbed Cottages Inc.            |
| 2019-01-18                            | 80035         | 80035 NEWFOUNDLAND & LABRADOR INC.                   | From:      | 72824 | 72824 Alder Grove Assets Limited        |
| 2019-01-21                            | 53340         | TRUTER HOLDINGS LIMITED                              |            | 52573 | 52573 Alderbed Cottages Inc.            |
| 2019-01-22                            | 80872         | 80872 NEWFOUNDLAND & LABRADOR INC.                   | 2019-01-01 | 83069 | 83069 BACCALIEU PROPERTIES INC.         |
| 2019-01-24                            | 37938         | LABRADOR METAL WORKS INC..                           | From:      | 51712 | 51712 BACCALIEU PROPERTIES INC.         |
| Total Discontinuances: 14             |               |  |            | 82652 | 82652 BPI HOLDINGS INC.                 |
|                                       |               |  | 2019-01-01 | 83078 | 83078 Bennett Restaurants Limited       |
|                                       |               |  | From:      | 42093 | 42093 BENNETT RESTAURANTS LIMITED       |
| <i>Corporations Act - Section 294</i> |               |  |            | 37622 | 37622 Metrake Holdings Limited          |
| Local Amalgamations                   |               |  |            |       |   |
| For the Month of: January 2019        |               |  |            |       |   |
| <b>Date</b>                           | <b>Number</b> | <b>Company Name</b>                                  | 2019-01-01 | 83079 | 83079 Bi-Rite Limited                   |
| 2019-01-01                            | 83058         | 10871 Newfoundland Limited                           | From:      | 45767 | 45767 BI-RITE DISTRIBUTORS LIMITED      |
| From:                                 | 42909         | 10871 NEWFOUNDLAND LIMITED                           |            | 31211 | 31211 Bi-Rite Limited                   |
|                                       |               |  | 2019-01-01 | 83150 | 83150 Big Erics Inc.                    |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |                |  |            |                |   |
|------------|----------------|--|------------|----------------|---|
| From:      | 65521<br>83148 | BIG ERICS INC.<br>Cameron Restaurant<br>Equipment Ltd.           | From:      | 45826<br>79090 | GIBBONS SNOW<br>ARCHITECTS INC.<br>RHOV HOLDINGS<br>LIMITED |
|            | 83149          | TAC Investments Inc.   |            | 63258          | TIMSAR HOLDINGS<br>LIMITED                                  |
| 2019-01-01 | 83098          | Bishop's Falls<br>Enterprises Limited                            |            |                |   |
| From:      | 13974<br>59483 | Bishop's Falls<br>Enterprises Limited<br>Morgan Holdings Inc.    | 2019-01-01 | 83090          | Gregory A.C. Moores<br>Professional Law<br>Corporation      |
| 2019-01-01 | 83077          | Cavendish Square<br>Realty Limited                               | From:      | 73938          | Gregory A.C. Moores<br>Professional Law<br>Corporation      |
| From:      | 59778<br>52960 | Cavendish Square<br>Realty Limited<br>LEX MERCATORIA<br>PLC INC. |            | 73937          | JSLCo Legal Services<br>PLC Inc.                            |
| 2019-01-01 | 83054          | CHRISTOPHER'S<br>TRUCKING LTD.                                   | 2019-01-01 | 83056          | IAN STOKES<br>PROPERTIES LTD.                               |
| From:      | 80062          | 80062<br>NEWFOUNDLAND &<br>LABRADOR INC.                         | From:      | 68874          | BKJ Investments<br>Limited                                  |
|            | 48001          | CHRISTOPHER'S<br>TRUCKING LTD.                                   |            | 47108          | IAN STOKES<br>PROPERTIES LTD.                               |
| 2019-01-01 | 83122          | Distribution Group Inc.  | 2019-01-01 | 83071          | Island Industrial<br>Limited                                |
| From:      | 41060          | 10739 Newfoundland<br>Inc.                                       | From:      | 49211          | 11437 Newfoundland<br>Inc.                                  |
|            | 76235          | Distribution Group<br>Incorporated                               |            | 23113          | ISLAND<br>INDUSTRIAL<br>LIMITED                             |
| 2019-01-01 | 83062          | Dr. Bernard Roberts<br>Professional Medical<br>Corporation       | 2019-01-01 | 83107          | J. V. O'Dea Services<br>PLC Inc.                            |
| From:      | 47182          | Dr. Bernard Roberts<br>Professional Medical<br>Corporation       | From:      | 61532          | J.V. O'DEA<br>PARTNERSHIP PLC<br>INC.                       |
|            | 10668          | The Mortier Bay<br>Company Limited                               |            | 60453          | J.V. O'DEA SERVICES<br>PLC INC.                             |
| 2019-01-01 | 83072          | E. Mark Rogers PLC<br>Inc.                                       |            | 75855          | ODEaton Holdings Inc.                                       |
| From:      | 61893          | E. MARK ROGERS<br>PLC INC.                                       | 2019-01-01 | 83095          | JAMES J. HICKEY<br>MEMORIAL<br>FUNERAL HOME<br>LIMITED      |
|            | 62506          | E.M. ROGERS<br>MANAGEMENT PLC<br>INC.                            | From:      | 76536          | 76536<br>NEWFOUNDLAND<br>AND LABRADOR<br>LIMITED            |
| 2019-01-01 | 83081          | Eastern Technical<br>Services Limited                            |            | 31169          | HICKEY HOLDINGS<br>LIMITED                                  |
| From:      | 82055          | 82055<br>NEWFOUNDLAND &<br>LABRADOR<br>LIMITED                   |            | 40769          | James J. Hickey<br>Memorial Funeral<br>Home Limited         |
|            | 5334           | Eastern Technical<br>Services Limited                            |            | 76535          | MCJJ HOLDINGS<br>LIMITED                                    |
| 2019-01-01 | 83059          | Gibbons Snow<br>Architects Inc.                                  |            |                |   |



THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |       |   |            |       |                                      |
|------------|-------|---|------------|-------|--------------------------------------|
| 2019-01-01 | 83096 | JOHN D. ALLAN LIMITED                   | 2019-01-01 | 83118 | Newco Metal & Auto Recycling Limited |
| From:      | 83073 | 77342 NEWFOUNDLAND AND LABRADOR LIMITED | From:      | 64234 | NEWCO METAL & AUTO RECYCLING LIMITED |
|            | 76452 | JOHN D. ALLAN LIMITED                   |            | 77396 | Provincial Metals Recycling Ltd.     |
| 2019-01-01 | 83083 | KingCo Holdings Ltd.                    | 2019-01-01 | 83128 | Newco Metal & Auto Recycling Limited |
| From:      | 53120 | ALAINA'S GIFTS INC.                     | From:      | 83127 | Newco Metal & Auto Recycling Limited |
|            | 71892 | KINGCO HOLDINGS LTD.                    |            | 28695 | TRIPLE "A" EXCAVATING LIMITED        |
| 2019-01-01 | 83147 | Lighthouse Capital Atlantic Inc.        | 2019-01-01 | 83127 | Newco Metal & Auto Recycling Limited |
| From:      | 83129 | Lighthouse Capital Atlantic Inc.        | From:      | 83118 | Newco Metal & Auto Recycling Limited |
|            | 40662 | TERRA NOVA FOODS INC.                   |            | 26332 | ROD'S AUTO SALVAGE LTD.              |
| 2019-01-01 | 83129 | Lighthouse Capital Atlantic Inc.        | 2019-01-01 | 83055 | NL REALTY LTD.                       |
| From:      | 83122 | Distribution Group Inc.                 | From:      | 75495 | 75495 NEWFOUNDLAND AND LABRADOR INC. |
|            | 82026 | Lighthouse Capital Atlantic Inc.        |            |       | NL Realty Ltd.                       |
| 2019-01-01 | 83142 | Lighthouse Realty Atlantic Inc.         |            | 47193 |                                      |
| From:      | 82682 | DGI COMMERCIAL REALTY INC.              | 2019-01-01 | 83057 | NORTH ATLANTIC SUPPLIES INC.         |
|            | 50293 | DGI PROPERTIES INC.                     | From:      | 82911 | 82911 NEWFOUNDLAND & LABRADOR INC.   |
| 2019-01-01 | 83053 | Marine Contractors Inc.                 |            | 46171 | North Atlantic Supplies Inc.         |
| From:      | 78550 | Marine Contractors Inc.                 |            |       |                                      |
|            | 59164 | MARINE PAVING INC.                      | 2019-01-01 | 83063 | Seaward Group of Companies Inc.      |
| 2019-01-01 | 83060 | MERCANTILE TRUST (2009) LIMITED         | From:      | 66592 | Bay De Verde Peninsula Manor Inc.    |
| From:      | 15362 | Mercantile Management Limited           |            | 71288 | Seaward Group of Companies Inc.      |
|            | 61635 | MERCANTILE TRUST (2009) LIMITED         | 2019-01-01 | 83066 | STEERS INSURANCE LIMITED             |
|            |       |   | From:      | 75846 | Allcoast Insurance Corporation       |
| 2019-01-01 | 83094 | Miron River Outfitting Limited          |            | 59464 | STEERS INSURANCE LIMITED             |
| From:      | 57403 | 57403 NEWFOUNDLAND & LABRADOR CORP.     | 2019-01-01 | 83087 | Straits Commander Ltd.               |
|            | 54232 | CELAVI SPORTS INC.                      | From:      | 51927 | NORTHERN RECREATION LIMITED          |
|            | 34692 | MIRON RIVER OUTFITTING LIMITED          |            | 81428 | STRAITS COMMANDER LTD.               |



THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|                                       |                                  |  |                         |                                      |   |
|---------------------------------------|----------------------------------|--|-------------------------|--------------------------------------|---|
| 2019-01-01<br>From:                   | 83084<br>61955<br>75882          | SubC Control Limited<br>SUBC CONTROL<br>LIMITED<br>SubC Inspection<br>Services Ltd.  | 2019-01-04<br><br>From: | 83110<br><br>71619<br>74608          | ControlPro Distributors<br>Inc.<br>CONTROLPRO<br>DISTRIBUTORS INC.<br>ControlPro HVAC<br>Services Inc.  |
| 2019-01-01<br>From:                   | 83086<br>82935<br>38214          | TechnipFMC Canada<br>Ltd.<br>FMC Technologies<br>Canada Ltd.<br>TECHNIP CANADA<br>LIMITED  | 2019-01-16<br><br>From: | 83174<br><br>60120<br>78571          | Williams Energy<br>Solutions LTD.<br>MASSEY HOME<br>IMPROVEMENT LTD<br>Williams Energy<br>Solutions LTD.  |
| 2019-01-01<br>From:                   | 83067<br>54389<br>65461<br>59690 | The Building Depot Inc.<br>COAST TO COAST<br>CONTRACTORS INC.<br>Simon's Holdings<br>Limited<br>THE BUILDING<br>DEPOT INC.             | 2019-01-18<br><br>From: | 83211<br><br>65172<br>65171<br>81975 | Edison-Goudie<br>Holdings Inc.<br>B. Coish Holdings<br>Limited<br>D. Kendell Holdings<br>Limited<br>Edison-Goudie<br>Holdings Inc.                          |
| 2019-01-01<br>From:                   | 83075<br>52948<br>58249          | Toulouse Holdings<br>Incorporated<br>MAUREEN E. RYAN<br>LEGAL SERVICES<br>PLC INC.<br>TOULOUSE<br>HOLDINGS<br>INCORPORATED             | Total Amalgamations: 49 |                                      |   |
| <i>Corporations Act - Section 286</i> |                                  |  |                         |                                      |   |
| Local Name Changes                    |                                  |  |                         |                                      |   |
| For the Month of: January 2019        |                                  |  |                         |                                      |   |
| 2019-01-01<br>From:                   | 83068<br>82874<br>49113          | Vision33 Canada Inc.<br>VISION33 CANADA<br>INC.<br>Zedit Solutions<br>Incorporated   | <b>Number</b><br>77070  |                                      | <b>Company Name</b><br>Adams Hearn Searching<br>Services Limited  |
| 2019-01-01<br>From:                   | 83085<br>24804<br>80734          | Western Tire and Glass<br>Ltd.<br>Power's Glass &<br>Aluminum Ltd.<br>Western Tire and Glass<br>Ltd.                                   | 2019-01-01<br><br>77692 | From:                                | Frank Hearn Searching<br>Services Limited   |
| 2019-01-02<br>From:                   | 83080<br>56053<br>44337          | Reardon Capital Inc.<br>REARDON CAPITAL<br>INC.<br>REARDON REALTY<br>SERVICES INC.   | 2019-01-03<br><br>63153 | From:                                | 77692<br>NEWFOUNDLAND<br>AND LABRADOR<br>INC.<br>Dr. Timothy Hierlihy<br>PMC Inc.   |
| 2019-01-03<br>From:                   | 83082<br>82694<br>82693          | Harris Ryan<br>Professional<br>Corporation<br>Harris Ozon<br>Professional<br>Corporation<br>Harris Ryan<br>Professional<br>Corporation | 2019-01-08<br><br>77521 | From:                                | DR. ANDREW FUREY<br>PROFESSIONAL<br>MEDICAL<br>CORPORATION<br>DR. ANDREW FUREY<br>AND DR. ALLISON<br>TAYLOR FUREY<br>PROFESSIONAL<br>MEDICAL<br>CORPORATION |
|                                       |                                  |  | 2019-01-10              | From:                                | Rasheed and Chehade<br>Holdings Inc.<br>Dr. Rasheed and Dr.<br>Chehade PMC Inc.   |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |       |   |  | Total Name Changes: 16 |  |
|------------|-------|---|--|------------------------|--|
| 83071      |       | Island Industrial Limited                           |  |                        |  |
| 2019-01-14 | From: | 11437 Newfoundland Inc.                             |  |                        |  |
| 79116      |       | Blackhawk Security and Investigations Ltd.          |  |                        |  |
| 2019-01-15 | From: | NFA Contracting Ltd.                                |  |                        |  |
| 78872      |       | Refresh Contracting & Cabinetry Limited             |  |                        |  |
| 2019-01-15 | From: | Refresh Home Renos. Ltd.                            |  |                        |  |
| 81193      |       | The Crypto Tree Inc.                                |  |                        |  |
| 2019-01-17 | From: | Fitz Crypto Corp.                                   |  |                        |  |
| 79006      |       | OpenL Logistics Inc.                                |  |                        |  |
| 2019-01-18 | From: | NLTC Trading Inc.                                   |  |                        |  |
| 70124      |       | 70124 NEWFOUNDLAND AND LABRADOR INC.                |  |                        |  |
| 2019-01-25 | From: | DR. KHI KHONG JONG PROFESSIONAL MEDICAL CORPORATION |  |                        |  |
| 73359      |       | 73359 NEWFOUNDLAND & LABRADOR INC.                  |  |                        |  |
| 2019-01-25 | From: | Bel Mondo Wines Ltd.                                |  |                        |  |
| 82969      |       | Dr. Blakey and Dr. Turpin Dental Services Inc.      |  |                        |  |
| 2019-01-28 | From: | Dr. Blakey and Dr. Turpin Dental Services Inc.      |  |                        |  |
| 71596      |       | PALM HOLDINGS LTD.                                  |  |                        |  |
| 2019-01-28 | From: | PALM HOLDINGS LTD.                                  |  |                        |  |
| 82109      |       | Pro Epoxy Specialist Limited                        |  |                        |  |
| 2019-01-30 | From: | Pro-Epoxy & Concrete Specialist Limited             |  |                        |  |
| 66851      |       | VCSL Cleaning Services Ltd.                         |  |                        |  |
| 2019-01-31 | From: | VILLAHERMOSA CLEANING SERVICE LTD.                  |  |                        |  |
| 54277      |       | Violence Prevention Southwest, Inc.                 |  |                        |  |
| 2019-01-31 | From: | SOUTHWESTERN COALITION TO END VIOLENCE, INC.        |  |                        |  |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|  |       |  |                     |       |  |
|--|-------|--|---------------------|-------|--|
| 2019-01-21   | 83206 | OLYMPIA ATM LTD.   | 81105               |       | C.H. Robinson                                    |
| 2019-01-22   | 83215 | SOLUTIONS<br>FINANCIAL PCC<br>INC.                       |                     |       | Worldwide Canada,<br>Ltd.                        |
| 2019-01-24   | 83233 | 9580166 CANADA<br>INC.                                   |                     |       | C.H. Robinson<br>Mondial Canada, Ltée            |
| 2019-01-24   | 83227 | BRANDSAFWAY<br>GROUP, INC.                               | 2019-01-16          | From: | MILGRAM &<br>COMPANY LTD.                        |
| 2019-01-24   | 83232 | EXCELLENCE<br>LOGGING CANADA<br>LTD.                     |                     |       | MILGRAM &<br>COMPAGNIE LTÉE.                     |
| 2019-01-24   | 83236 | Mobile Service Center<br>Canada Limited                  | 83195               |       | Bennington Financial<br>Corp.                    |
| 2019-01-24   | 83237 | Mobile Service Center<br>MSC200 Limited                  | 2019-01-18          | From: | Bennington Financial<br>Services Corp.           |
| 2019-01-25   | 83240 | MyWorld Retail<br>Services Canada Inc.                   |                     |       |  |
|  |       | Services de vente au<br>détail de myWorld<br>Canada inc. | 72385               |       | NEORA CANADA<br>ULC                              |
| 2019-01-29   | 83272 | FSV SERVICES NL<br>LTD.                                  | 2019-01-22          | From: | NERIUM<br>INTERNATIONAL<br>CANADA ULC            |
| 2019-01-29   | 83271 | HARVEST MEDICINE<br>INC.                                 | 80149               |       | GE POWER CANADA<br>ULC                           |
| 2019-01-29   | 83269 | VIXXO CANADA,<br>INC.                                    | 2019-01-23          | From: | INDUSTRIAL C&S<br>CANADA ULC                     |
| 2019-01-30   | 83286 | AIG AEROSPACE<br>INSURANCE<br>SERVICES, INC.             | 72519               |       | HOI RESOURCES<br>ULC                             |
| 2019-01-30   | 83290 | MEDIPHARM LABS<br>INC.                                   | 2019-01-23          | From: | HOI RESOURCES<br>LTD.                            |
| 2019-01-30   | 83287 | The Glynmill Inn Inc.                                    |                     |       |  |
| 2019-01-31   | 83300 | VDDO INC.  | 83222               |       | PFIZER CANADA<br>ULC / PFIZER<br>CANADA SRI      |
| Total Registrations: 35  |       |  |                     |       |  |
| <hr/>  |       |  |                     |       |  |
| <i>Corporations Act - Section 451<br/>Extra-Provincial Name Changes<br/>For the Month of: January 2019</i> |       |  |                     |       |  |
|  |       |  | 81318               |       | PLANSWELL<br>INSURANCE INC.                      |
| <b>Number</b><br>63269   |       | <b>Company Name</b><br>HDI Global Specialty<br>SE        | 2019-01-28          | From: | PLANSWELL<br>INSURANCE<br>SERVICES INC.          |
| 2019-01-03   | From: | INTERNATIONAL<br>INSURANCE<br>COMPANY OF<br>HANNOVER SE  | 75204               |       | SIGNIFY CANADA<br>LTD.                           |
| 72439  |       | BUNZL CANADA<br>INC.                                     |                     |       | SIGNIFY CANADA<br>LTÉE                           |
| 2019-01-07   | From: | BUNZL CANADA<br>INC.                                     | 2019-01-28          | From: | PHILIPS LIGHTING<br>CANADA LTD.                  |
| 70586  |       | CNOOC PETROLEUM<br>NORTH AMERICA<br>ULC                  |                     |       | PHILIPS ÉCLAIRAGE<br>CANADA LTÉE                 |
| 2019-01-07   | From: | NEXEN ENERGY<br>ULC                                      | 83287<br>2019-01-30 | From: | The Glynmill Inn Inc.<br>10829129 CANADA<br>INC. |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

| Total Name Changes: 12                          |               | 2019-01-11  |            | 83171 |            | AUTOCHOICE PARTS & PAINTS LIMITED |  |
|---|---------------|---|------------|-------|------------|-----------------------------------|--|
|   |               | From:   |            | 71940 |            | AUTOCHOICE PARTS & PAINTS LIMITED |  |
| <i>Corporations Act - Section 294</i>           |               |   |            |       |            |                                   |  |
| Extra-Provincial Registrations for Amalgamation |               |   |            |       |            |                                   |  |
| For the Month of: January 2019                  |               |   |            |       |            |                                   |  |
| <b>Date</b>                                     | <b>Number</b> | <b>Company Name</b>                                   |            |       |            |                                   |  |
| 2019-01-03                                      | 83113         | GoIMax Auto Ltd.                                      | From:      | 77615 | 2019-01-11 | 83158                             | MEDLINE CANADA, CORPORATION            |
| From:   | 82899         | 11072978 CANADA INC.                                  |            |       |            |                                   | MEDLINE CANADA, CORPORATION            |
|   | 78755         | 6890199 Canada Ltd.                                   |            |       | 2019-01-15 | 83173                             | President's Choice Services Inc.       |
| 2019-01-03                                      | 83112         | HAMPIDJAN CANADA LTD.                                 |            |       |            |                                   | Services Le Choix du President Inc.    |
| From:   | 82985         | HAMPIDJAN CANADA LTD.                                 | From:      | 58570 |            |                                   | PRESIDENT'S CHOICE SERVICES INC./      |
|   | 82031         | NORTH ATLANTIC MARINE SUPPLIES & SERVICES (2018) INC. |            |       |            |                                   | SERVICES LE CHOIX DU PRESIDENT INC.    |
| 2019-01-03                                      | 83111         | JaLynn Auto Ltd.                                      | 2019-01-17 | 83180 |            |                                   | JANSSEN INC.                           |
| From:   | 82906         | 11072994 CANADA INC.                                  | From:      | 4784F |            |                                   | JANSSEN INC.                           |
|   | 78796         | 6890211 Canada Ltd.                                   | 2019-01-17 | 83187 |            |                                   | PPI MANAGEMENT INC.                    |
| 2019-01-04                                      | 83109         | Xplornet Communications Inc.                          | From:      | 81601 |            |                                   | Hollis Insurance Inc.                  |
| From:   | 74462         | Xplornet Communications Inc.                          |            |       |            |                                   | Les Assurances Hollis Inc.             |
|   |               |   |            |       |            | 80477                             | PPI MANAGEMENT INC.                    |
| 2019-01-09                                      | 83134         | EMERSON ELECTRIC CANADA LIMITED                       |            |       |            | 81066                             | PPI SOLUTIONS INC.                     |
|   |               |   | 2019-01-18 | 83195 |            |                                   | Bennington Financial Corp.             |
| From:   | 68748         | EMERSON ELECTRIQUE DU CANADA LIMITEE                  | From:      | 66963 |            |                                   | BODKIN CAPITAL CORPORATION             |
|   |               | EMERSON ELECTRIC CANADA LIMITED                       |            |       |            | 66964                             | BODKIN LEASING CORPORATION             |
|   |               |   |            |       |            | 4068D                             | Equirex Vehicle Leasing (2004) Inc.    |
|   |               |   |            |       |            | 59575                             | EQUIREX VEHICLE LEASING 2007 INC.      |
| 2019-01-09                                      | 83132         | GFL ENVIRONMENTAL INC.                                | 2019-01-18 | 83191 |            |                                   | DNOW CANADA ULC                        |
| From:   | 80873         | GFL ENVIRONMENTAL INC.                                | From:      | 69562 |            |                                   | DNOW CANADA ULC                        |
|   | 82275         | GFL Environmental Inc. 2018                           | 2019-01-18 | 83194 |            |                                   | WOOD GROUP CANADA, INC.                |
|   |               |   | From:      | 77183 |            |                                   | WOOD GROUP CANADA, INC.                |
| 2019-01-11                                      | 83155         | ACCESS CASH HOLDINGS LIMITED                          |            |       |            |                                   |  |
| From:   | 73149         | ACCESS CASH HOLDINGS LIMITED                          | 2019-01-21 | 83205 |            |                                   | FIRST ASSET INVESTMENT MANAGEMENT INC. |
|   |               |   | From:      | 69281 |            |                                   | FIRST ASSET INVESTMENT MANAGEMENT INC. |

THE NEWFOUNDLAND AND LABRADOR GAZETTE  
September 27, 2019

|            |       |  |            |       |   |
|------------|-------|--|------------|-------|---|
| 2019-01-21 | 83210 | GEORGE WESTON LIMITED                          | 2019-01-25 | 83255 | DENTALCORP HEALTH SERVICES ULC                        |
| From:      | 2116D | GEORGE WESTON LIMITÉE<br>GEORGE WESTON LIMITED | From:      | 75121 | DENTALCORP HEALTH SERVICES ULC                        |
|            |       | GEORGE WESTON LIMITEE                          | 2019-01-25 | 83268 | MD Financial Management Inc.                          |
| 2019-01-22 | 83216 | GROUPON CANADA INC.                            |            |       | Gestion financière MD inc.                            |
| From:      | 78974 | GROUPON CANADA INC.                            | From:      | 83254 | MD Financial Management Inc.                          |
| 2019-01-22 | 83214 | HP CANADA CO. HP CANADA CIE                    |            |       | Gestion financière MD inc.                            |
| From:      | 75343 | HP CANADA CO. HP CANADA CIE                    | 2019-01-25 | 83254 | MD Financial Management Inc.                          |
| 2019-01-23 | 83222 | PFIZER CANADA ULC / PFIZER CANADA SRI          |            |       | Gestion financière MD inc.                            |
| From:      | 63378 | PFIZER CANADA ULC / PFIZER CANADA SRI          | From:      | 69993 | MD Financial Management Inc.                          |
| 2019-01-24 | 83234 | A. BEAUMONT TRANSPORT INC.                     |            |       | Gestion financière MD inc.                            |
| From:      | 2899D | A. BEAUMONT TRANSPORT INC.                     | 2019-01-25 | 83257 | SEDGWICK CANADA INC.                                  |
| 2019-01-24 | 83231 | ALUMASAFWAY, INC.                              |            |       | SEDGWICK DU CANADA INC.                               |
| From:      | 72586 | ALUMA SYSTEMS INC.                             | From:      | 57219 | CUNNINGHAM LINDSEY CANADA CLAIMS SERVICES LTD.        |
|            | 3705D | SAFWAY SERVICES CANADA, ULC                    |            | 51479 | SEDGWICK CMS CANADA INC./ SEDGWICK CMS DU CANADA INC. |
| 2019-01-24 | 83229 | SILVERBERG & ASSOCIATES INC.                   |            |       |   |
| From:      | 62590 | SILVERBERG & ASSOCIATES INC.                   | 2019-01-28 | 83260 | MCKESSON CANADA CORPORATION/LA CORPORATION            |
| 2019-01-25 | 83256 | BUNZL CANADA INC.                              |            |       | MCKESSON CANADA                                       |
| From:      | 72439 | BUNZL CANADA INC.                              | From:      | 66596 | ADJUVANTZ ULC   |
| 2019-01-25 | 83242 | CONOCOPHILLIPS CANADA RESOURCES CORP.          |            | 60074 | MCKESSON CANADA CORPORATION/LA CORPORATION            |
| From:      | 81507 | CONOCOPHILLIPS CANADA RESOURCES CORP.          |            |       | MCKESSON CANADA                                       |

|            |       |  |   |
|------------|-------|--|---|
| 2019-01-29 | 83270 | MOULURE<br>ALEXANDRIA<br>MOULDING INC. | The application may intrude on the 15 metre shoreline of the above mentioned water body(s) in various locations. For a detailed map, please see the website below:  |
| From:      | 77421 | MOULURE<br>ALEXANDRIA<br>MOULDING INC. | <a href="http://www.ma.gov.nl.ca/lands/sec7notifications.html">http://www.ma.gov.nl.ca/lands/sec7notifications.html</a>   |
| 2019-01-30 | 83288 | COVIDIEN CANADA<br>ULC                 | Please note: It may take up to 5 days from the date of application for details to appear on the website.  |
| From:      | 68947 | COVIDIEN CANADA<br>ULC                 | Any person wishing to object to the application must file the objection in writing with reasons, within 30 days from the publication of the notice on the Department of Fisheries and Land Resources website, Crown Lands, <a href="http://www.ma.gov.nl.ca/lands/index.html">http://www.ma.gov.nl.ca/lands/index.html</a> , to the Minister of Fisheries and Land Resources by mail or email to the nearest Regional Lands Office:   |
| 2019-01-30 | 83289 | LEGRAND AV<br>CANADA ULC               |   |
| From:      | 67749 | MILESTONE AV<br>TECHNOLOGIES<br>ULC    |   |
| 2019-01-31 | 83294 | ARO INC.                               |   |
| From:      | 71869 | ARO INC.                               | <ul style="list-style-type: none"> <li>• Eastern Regional Lands Office, P.O. Box 8700, Howley Building, Higgins Line, St. John's, NL, A1B 4J6 Email: <a href="mailto:easternlandsoffice@gov.nl.ca">easternlandsoffice@gov.nl.ca</a></li> <li>• Central Regional Lands Office, P.O. Box 2222, Gander, NL, A1V 2N9 Email: <a href="mailto:centrallandsoffice@gov.nl.ca">centrallandsoffice@gov.nl.ca</a></li> <li>• Western Regional Lands Office, P.O. Box 2006, Sir Richard Squires Building, Corner Brook, NL, A2H 6J8 Email: <a href="mailto:westernregionlands@gov.nl.ca">westernregionlands@gov.nl.ca</a></li> <li>• Labrador Regional Lands Office, P.O. Box 3014, Station "B", Happy Valley-Goose Bay, NL, A0P 1E0 Email: <a href="mailto:labradorlandsoffice@gov.nl.ca">labradorlandsoffice@gov.nl.ca</a></li> </ul> |

Total Registrations for Amalgamation: 34

Sep 27

**URBAN AND RURAL PLANNING ACT, 2000**

**NOTICE OF REGISTRATION  
MUNICIPALITY OF  
TRINITY BAY NORTH  
MUNICIPAL PLAN  
AND  
DEVELOPMENT REGULATIONS, 2012-  
2022**

TAKE NOTICE that the Municipality of Trinity Bay North Municipal Plan and Development Regulations, 2012-2022, have been registered by the Minister of Municipal Affairs and Environment.

The Trinity Bay North Municipal Plan and Development Regulations come into effect on the day that this notice is published in *The Newfoundland and Labrador Gazette*. Anyone who wishes to inspect a copy of these documents may do so at the Town Office, during normal working hours.

Sep 27

**LANDS ACT**

**Notice of Intent, Section 7  
Lands Act, SNL 1991 c36 as amended**

NOTICE IS HEREBY given that an application has been made to the Department of Fisheries and Land Resources, Agriculture and Lands Branch, to acquire title, pursuant to section 7(2)(d) of the said Act, to that piece of Crown lands situated within 15 metres of the waters of Bay D'Espoir for the purpose of aquaculture inflow wharf.

(DISCLAIMER: *The Newfoundland and Labrador Gazette* publishes a NOTICE OF INTENT as received from the Applicant and takes no responsibility for errors or omissions in the property being more particularly described.)

The land is described as follows:

Approximate dimensions of the land to the extent of the intrusion on the 15 metre reservation:

Frontage (metres): 90

Depth (Metres): 90 and containing an area in square metres of approximately 4817

Please see map included for the general location of the lands subject to the application.

Parcel "1"  
Schedule "A1"

ALL THAT piece or parcel of land situate and being in the Community of Milltown, in the Provincial Electoral District of Fortune Bay-Cape La Hune, in the Province of Newfoundland and Labrador, Canada, bounded and abutted as follows: that is to say beginning at a point, said point having M.T.M. Grid Co-ordinates (C.M. 56°) [NAD 83] of N 5 307 182.785 and E 321 831.588;

THENCE RUNNING conterminous with Low Water Ordinary Spring Tides along The Waters of Bay d'Espoir (App. No. 143200 Department of Fisheries and Aquaculture) and having a chord of North fifty one degrees forty nine minutes six seconds East (N51°49'06"E), a distance of forty decimal one eight nine ( 40.189) metres to a point;

THENCE turning and running South thirty four degrees forty one minutes eighteen seconds East (S34°41'18"E), a distance of nine decimal zero zero zero (9.000) metres by the Department of Fisheries and Aquaculture Title No. 136914 to a capped iron pin;

THENCE turning and running South sixty degrees twenty minutes seventeen seconds West (S60°20'17"W), a distance of thirty nine decimal seven four seven (39.747) metres by the 15m reservation for the Waters of Bay d' Espoir to a capped iron pin;

THENCE turning and running North forty four degrees sixteen minutes fifty five seconds West (N44°16'55"W), a distance of three decimal one one eight (3.118) metres by the Waters of Bay d'Espoir to a capped iron pin at the PLACE OF BEGINNING and containing in all an area of zero decimal zero three four three (0.0343) hectares as more particularly described and delineated on Schedule "B1" hereto annexed dated March, 2013 hereto annexed.

ALL bearings are referred to the meridian of fifty-six degrees west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 2, NAD83 for the Province of Newfoundland and Labrador.

TOGETHER WITH

**Parcel "2"  
Schedule "A2"**

ALL THAT piece or parcel of land situate and being in the Community of Milltown, in the Provincial Electoral District of Fortune Bay-Cape La Hune, in the Province of Newfoundland and Labrador, Canada, bounded and abutted as follows: That is to say beginning at a point, said point having M.T.M. Grid Co-ordinates (C.M. 56°) [NAD 83] of N 5 307 222.604 and E 321 923.844;

THENCE RUNNING South five degrees seventeen minutes forty one seconds East (S05°17'41"E), a distance of three decimal four seven eight (3.478) metres by the Waters of Bay d'Espoir to a capped iron pin to a point;

THENCE turning and running South seventy eight degrees four minutes eleven seconds West (S78°04'11"W), a distance of three decimal six three one (3.631) metres by Crown land (15m reservation) to a point;

THENCE turning and running North nine degrees forty five minutes zero seconds West (N09°45'00"W), a distance of four decimal four zero zero (4.400) metres by the Department of Fisheries and Aquaculture Title No. 136914 to a point;

THENCE turning and running conterminous with Low Water Ordinary Spring Tides along The Waters of Bay d'Espoir (App. No. 143200 Department of Fisheries and Aquaculture) and having a chord of South eighty eight degrees twelve minutes seventeen seconds East (S88° 12'17"E), a distance of three decimal nine eight eight (3.988) metres to the PLACE OF BEGINNING and containing in all an area of zero decimal zero zero one five (0.0015) hectares as more particularly described and delineated on Schedule "B2" hereto annexed dated March, 2013 hereto annexed.

ALL bearings are referred to the meridian of fifty-six degrees west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 2, NAD83 for the Province of Newfoundland and Labrador.

Application No. 143200

D. W. Vallis  
March, 2013

**Parcel "3"  
Schedule "A3"**

ALL THAT piece or parcel of land covered by water situate and being North of Main Road, in Milltown, in the Province of Newfoundland and Labrador, bounded and abutted as follows: that is to say beginning at a point, said point having M.T.M. Grid Co-ordinates (C.M. 56°) [NAD 83] of N 5 307 182.785 and E 321 831.588;

THENCE RUNNING North forty four degrees sixteen minutes fifty five seconds West (N44°16'55"W), a distance of 74.756 metres by The Waters of Bay d'Espoir to a point;

THENCE turning and running North twenty one degrees twenty seven minutes seven seconds East (N21°27'07"E), a distance of 63.310 metres by The Waters of Bay d'Espoir to a point;

THENCE turning and running South thirty four degrees forty one minutes eighteen seconds East (S34°41'18"E), a distance of 106.536 metres by the Existing Water Lot [Order in Council No. 159-68] to a point;

THENCE turning and running conterminous with Low Water Ordinary Spring Tides by App. No. 143200 Department of Fisheries and Aquaculture and having a chord of South fifty one degrees forty nine minutes six seconds West (S51°49'06"W), a distance of 40.189 meters to the PLACE OF BEGINNING and containing in all an area of 0.4192 hectares as more particularly described and delineated as Parcel "3" on Schedule "B3" hereto annexed, dated March, 2013 hereto annexed.

ALL bearings are referred to Grid North.

TOGETHER WITH



**Parcel "4"**  
**Schedule "A4"**

ALL THAT piece or parcel of land covered by water situate and being North of Main Road, in Milltown, in the Province of Newfoundland, bounded and abutted as follows: that is to say beginning at a point, said point having M.T.M. Grid Co-ordinates (C.M. 56°) [NAD 83] of N 5 307 222.604 and E 321 923.844;

THENCE RUNNING conterminous with Low Water Ordinary Spring Tides by App. No. 143200 Department of Fisheries and Aquaculture and having a chord of North eighty eight degrees eleven minutes zero seconds West (N88°11'00"W), a distance of 3.981 metres by App. No. 143200 Department of Fisheries and Aquaculture to a point;

THENCE turning and running North nine degrees forty five minutes fifty four seconds West (N09°45'54"W), a distance of 87.124 metres by the Existing Water Lot [Order in Council No. 159-68] to a point;

THENCE turning and running South sixty eight degrees thirty two minutes forty eight seconds East (S68°32'48"E), a distance of 12.028 metres by The Waters of Bay d'Espoir to a point;

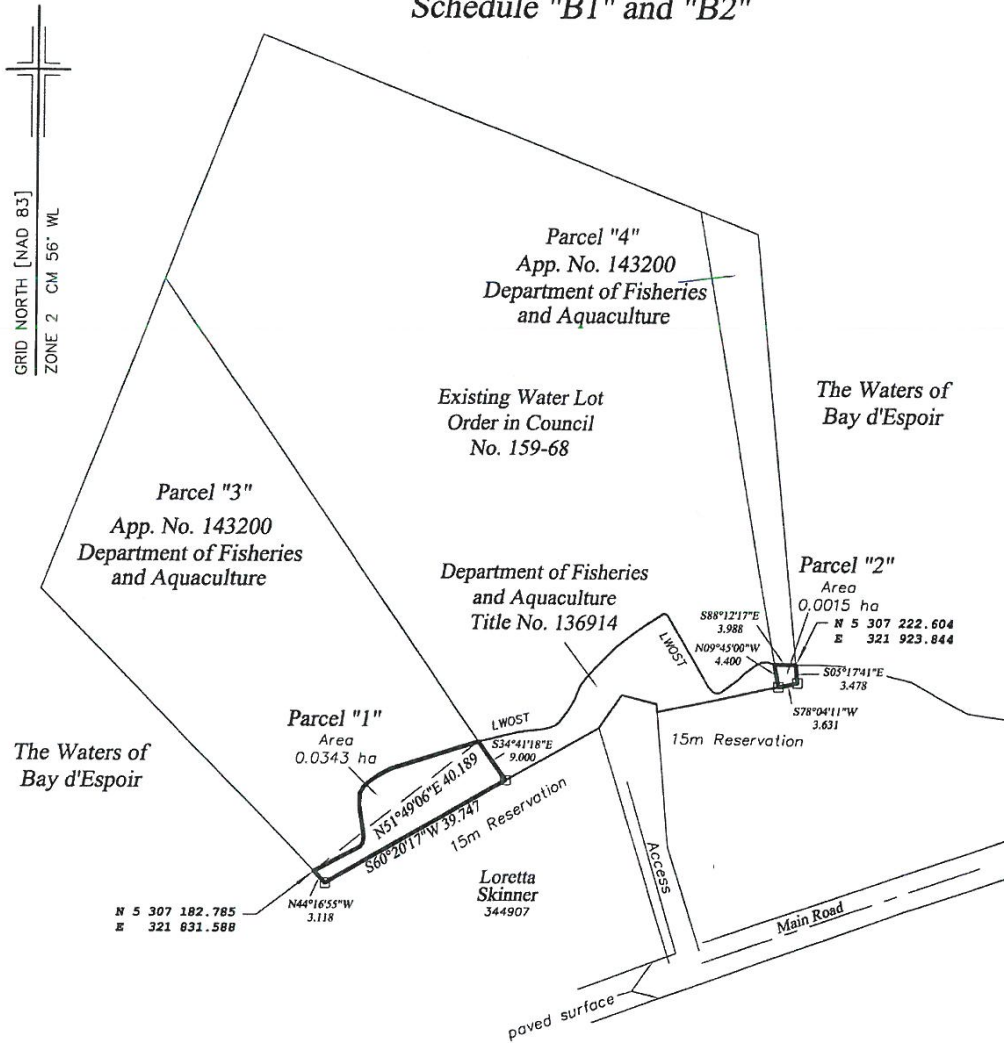
THENCE turning and running South five degrees seventeen minutes forty one seconds East (S05°17'41"E), a distance of 81.939 metres by The Waters of Bay d'Espoir to the PLACE OF BEGINNING and containing in all an area of 0.0610 hectares as more particularly described and delineated as Parcel "4" on Schedule "84" hereto annexed, dated March, 2013 hereto annexed.

ALL bearings are referred to Grid North.

Application No. 143200

D. W. Vallis  
March, 2013

Schedule "B1" and "B2"



MONUMENTS USED FOR CONTROL  
[C. M. 53°][NAD 83]  
81G2312 5 307 239.083 321 891.897 2.635  
81G2311 5 307 429.490 322 418.184 23.098

□ capped iron bar  
△ control

All Distances Horizontal Ground  
Central Meridian 56' WL

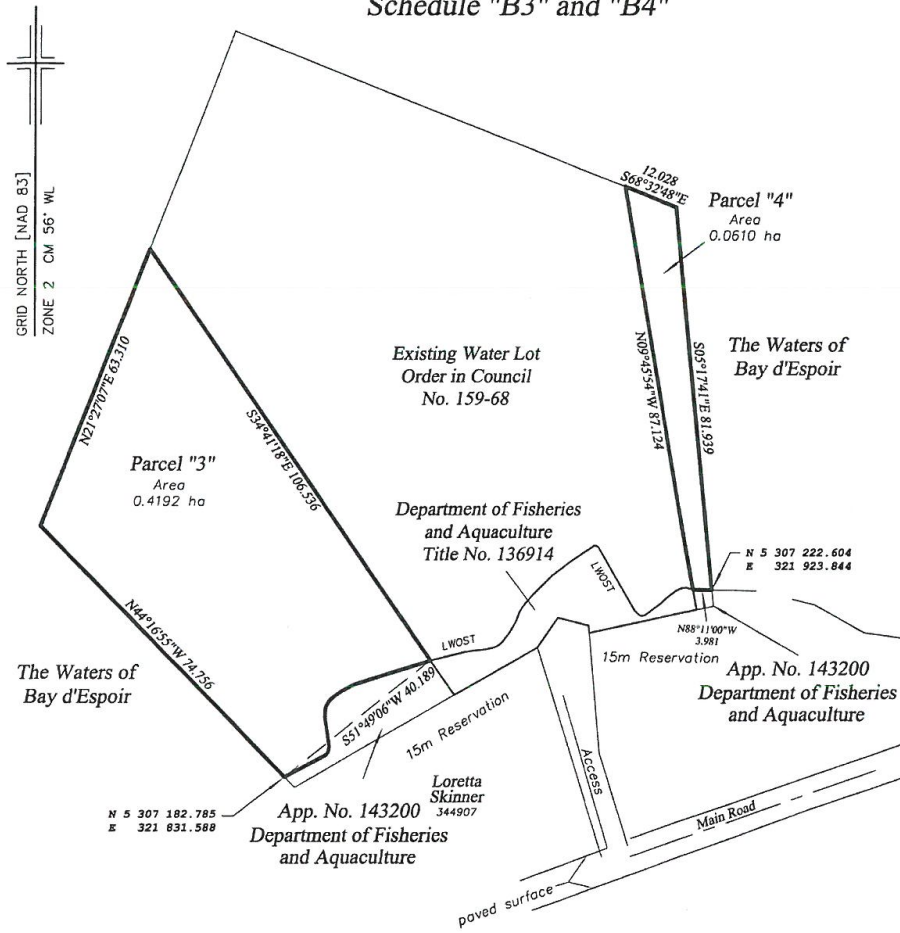


Application No.  
143200

David W. Vallis  
March 2013

Scale= 1:1000

Schedule "B3" and "B4"



□ capped iron bar  
△ control

MONUMENTS USED FOR CONTROL  
[C. M. 53' ] [NAD 83]  
81G2312 5 307 239.083 321 891.897 2.635  
81G2311 5 307 429.490 322 418.184 23.098  
All Distances Horizontal Ground  
Central Meridian 56° WL



Application No.  
143200

David W. Vallis  
March 2013

Scale = 1:1000



# THE NEWFOUNDLAND AND LABRADOR GAZETTE

**PART II  
SUBORDINATE LEGISLATION  
FILED UNDER THE STATUTES AND SUBORDINATE LEGISLATION ACT**

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Vol. 94

ST. JOHN'S, FRIDAY, SEPTEMBER 27, 2019

No. 39

## **NEWFOUNDLAND AND LABRADOR REGULATIONS**

**NLR 56/19  
NLR 57/19  
NLR 58/19  
NLR 59/19  
NLR 60/19  
NLR 61/19  
NLR 62/19  
NLR 63/19  
NLR 64/19**





**NEWFOUNDLAND AND LABRADOR  
REGULATION 56/19**

*Automobile Insurance Regulations, 2019*  
under the  
*Automobile Insurance Act*  
(O.C. 2019-213)

*(Filed September 27, 2019)*

Under the authority of section 60 of the *Automobile Insurance Act*, the Lieutenant-Governor in Council makes the following regulations.

Dated at St. John's, September 27, 2019.

Elizabeth Day  
Clerk of the Executive Council

**REGULATIONS**

*Analysis*

- |   |  |
|---|--|
| 1. Short title                                  | 11. Expedited review of proposed rates |
| 2. Definitions                                  | 12. Effective date of rate             |
| 3. Notice of cancellation or expiration         | 13. Publication                        |
| 4. Requirements after notice to commence action | 14. Insurer to provide information     |
| 5. Persons who can conduct examination          | 15. Usage based technology             |
| 6. Net loss of income                           | 16. Winter tire rate reduction         |
| 7. Net loss of earning capacity                 | 17. Repeal                             |
| 8. Deductible on non-pecuniary damage           | 18. Commencement                       |
| 9. Filing of proposed rates                     |  |
| 10. Review of proposed rates                    |  |

- Short title                    **1.** These regulations may be cited as the *Automobile Insurance Regulations, 2019*.
- Definitions                    **2.** In these regulations,
- (a) "Act" means the *Automobile Insurance Act*;
- (b) "commercial vehicle" means a vehicle designed or used primarily to transport materials, goods, tools or equipment in connection with an occupation or business;
- (c) "fleet" means a group of at least 5 automobiles that meet the following criteria:
- (i) at least 5 of the automobiles in the group are
- (A) commercial vehicles,
- (B) public vehicles, or
- (C) vehicles used for a business purpose, and
- (ii) all automobiles in the group are either
- (A) under common ownership or management and any automobiles in the group that are subject to a lease agreement for a period in excess of 30 days are leased to the same insured person, or
- (B) available for hire through a common on-line enabled system for the prearrangement of transportation and insured under a contract of automobile insurance in which the automobile owner or lessee, as the case may be, has coverage as an insured named in the contract;
- (d) "former regulations" means the *Automobile Insurance Regulations*;
- (e) "miscellaneous vehicles" means the following vehicles when used for personal use only:
- (i) motorcycles,
- (ii) all-terrain vehicles,



- (iii) mopeds,
- (iv) snowmobiles,
- (v) trailer homes,
- (vi) antique cars, and
- (vii) classic cars;
- (f) "private passenger automobile" means an automobile used for the purposes listed under the heading "Type of Use-Private Passenger" in the automobile insurance statistical plan prepared under section 82 of the *Insurance Companies Act*;
- (g) "public vehicle" means an automobile used primarily to provide transportation services to the public and includes ambulances, daily rental vehicles, funeral hearses, private buses, public buses, school buses and taxis;
- (h) "usage based technology" means technology that monitors automobile usage and driver behaviour; and
- (i) "year" means 12 months.

Notice of  
cancellation or  
expiration

**3.** An insurer shall notify the Registrar of Motor Vehicles within 24 hours of the cancellation or expiration of a policy issued by the insurer for private passenger vehicles.

Requirements after  
notice to commence  
action

**4. (1)** For the purposes of paragraph 25.1(1)(b) of the Act, a person who intends to commence an action for loss or damage from bodily injury or death arising from the use or operation of an automobile shall provide the insurer with the following information within 30 days after the notice prescribed in subsection 25.1(1)(a) of the Act is served:

- (a) the name of the person's insurer; and
- (b) where the person is making a claim for income loss, evidence of the person's income from all sources for the 52 weeks immediately preceding the accident.

(2) A person referred to in subsection (1) shall provide the insurer with the following information within 30 days after the time period referred to in subsection (3):

- (a) a copy of every application for accident benefits that the person submitted to the person's insurer during the time period prescribed in subsection (3) as a result of the accident;
- (b) a copy of every application that the person submitted to another person during the time period prescribed in subsection (3) for benefits that may be available as a result of the accident;
- (c) a copy of every medical report prepared by every member of a health profession who cared for the person during the time period prescribed in subsection (3) respecting the person's injuries arising from the accident; and
- (d) a copy of any clinical notes and records prepared by every member of a health profession who cared for the person during the time period prescribed in subsection (3) respecting the person's injuries arising from the accident.

(3) For the purposes of subsection (2), the time period is the period that begins at the time of the accident and ends on the later of

- (a) the day notice is served under paragraph 25.1(1)(a) of the Act; and
- (b) 120 days after the accident.

(4) A person referred to in subsection (1) may provide written consent to the insurer to obtain a copy of the documents referred to in subsection (2) rather than providing a copy of the documents to the insurer.

(5) An insurer may, where the insurer determines it necessary, request that the documents provided under subsection (2) be updated and the person referred to in subsection (1) shall provide the updated documents within 60 days of the insurer's request.

(6) A person referred to in subsection (1) is not required to provide the documents referred to in paragraph 2(c) or (d) or an update of those documents unless the insurer pays all reasonable expenses incurred in obtaining those documents.

(7) In this section, "insurer" means, unless the context indicates otherwise, the insurer of an insured against whom a person referred to in subsection (1) intends to commence an action.

(8) This section applies to an action arising from the use or operation of an automobile on or after January 1, 2020.

Persons who can  
conduct  
examination

5. The following persons may conduct an examination under paragraph 25.1(1)(f) of the Act:

- (a) a chiropractor as defined in the *Chiropractors Act, 2009*;
- (b) a practitioner as defined in the *Dental Act, 2008*;
- (c) a denturist as defined in the *Denturists Act, 2005*;
- (d) a registered dietitian as defined in the *Dietitians Act*;
- (e) a dispensing optician as defined in the *Dispensing Opticians Act, 2005*;
- (f) a member of a health profession designated under the *Health Professions Act*;
- (g) a massage therapist as defined in the *Massage Therapy Act, 2005*;
- (h) a medical practitioner as defined in the *Medical Act, 2011*;
- (i) an occupational therapist as defined in the *Occupational Therapists Act, 2005*;
- (j) an optometrist as defined in the *Optometry Act, 2012*;
- (k) a pharmacist as defined in the *Pharmacy Act, 2012*;
- (l) a physiotherapist as defined in the *Physiotherapy Act, 2006*;
- (m) a registered nurse as defined in the *Registered Nurses Act, 2008*; and
- (n) a nurse practitioner as defined in the *Registered Nurses Act, 2008*.

Net loss of income

6. For the purpose of paragraph 26.4(1)(a) of the Act, net loss of income means total income lost less the following:

- (a) the premium otherwise payable on that income under the *Employment Insurance Act (Canada)*;

- (b) the contribution otherwise payable on that income under the *Canada Pension Plan* (Canada); and
- (c) the income tax otherwise payable on that income under the *Income Tax Act* (Canada) and the *Income Tax Act, 2000*.

Net loss of earning capacity

7. For the purpose of paragraph 26.4(1)(b) of the Act, net loss of earning capacity means total loss of earning capacity or loss of future income less the following:

- (a) the premium otherwise payable on that income under the *Employment Insurance Act* (Canada);
- (b) the contribution otherwise payable on that income under the *Canada Pension Plan* (Canada); and
- (c) the income tax otherwise payable on that income under the *Income Tax Act* (Canada) and the *Income Tax Act, 2000*.

Deductible on non-pecuniary damage

8. For the purpose of section 39.1 of the Act, the amount by which the damages to which a plaintiff is entitled in relation to each cause of action for non-pecuniary loss or damage shall be reduced is

- (a) \$2,500 in relation to loss or damage sustained on or after August 1, 2004 and before January 1, 2020; and
- (b) \$5,000 in relation to loss or damage sustained on or after January 1, 2020.

Filing of proposed rates

9. (1) An insurer shall file the rates it proposes to charge for automobile insurance with the board as follows:

- (a) for rates relating to private passenger automobile insurance, within 3 years of the date it last filed rates relating to private passenger automobile insurance under the former regulations and at least every 3 years thereafter;
- (b) for rates relating to commercial vehicle insurance, within 3 years of the date it last filed rates relating to commercial vehicle insurance under the former regulations and at least every 3 years thereafter;
- (c) for rates relating to miscellaneous vehicle insurance, within the time periods set by the board; and

(d) for rates relating to automobile insurance not referred to in paragraphs (a) to (c), within 3 years of the date it last filed rates relating to that type of automobile insurance under the former regulations and at least every 3 years thereafter.

(2) Notwithstanding subsection (1), where an insurer has not filed rates under the former regulations in the 3 year period before the coming into force of these regulations, the board shall set the time period in which the insurer is required to file its rates under this section and the insurer shall file its rates within that time period and at least every 3 years thereafter.

(3) The board shall not require an insurer to file rates under subsection (2) within 6 months of the coming into force of these regulations.

(4) The board may extend the time period for filing its rates under subsection (1) or (2), where

(a) the insurer requests an extension; and

(b) the board is satisfied that

(i) the insurer is not able to file its rates in the required time period due to exceptional circumstances; and

(ii) extending the time period is not contrary to public interest.

(5) The board may determine

(a) the form and manner in which rates are required to be filed; and

(b) the information and documentation that an insurer is required to include with its rates.

(6) Notwithstanding subsection (1), an insurer is not required to file with the board the rates it proposes to charge for automobile insurance relating to a fleet.

Review of proposed rates

**10.** (1) The board shall consider the following factors when determining whether to approve, prohibit or vary rates filed in accordance with section 9:

(a) the insurer's projected loss experience;

- (b) the insurer's expenses and investment income for its automobile insurance business for the province; and
- (c) financial and other information that directly or indirectly affects the insurer's proposed rates.

(2) The board shall in its determination under subsection (1) ensure that the projected loss experience takes into account the insurer's loss experience in the province where that experience is relevant, adequate or otherwise reasonable for use in establishing rates.

(3) Where the board determines that an insurer's loss experience in the province is not relevant, is inadequate or is otherwise unreasonable for use in establishing rates, the board shall determine the information upon which an insurer shall file its rates with the board.

(4) The board shall prohibit rates filed in accordance with section 9 where the board determines that the proposed rates

- (a) are not just and reasonable in the circumstances;
- (b) would impair the solvency of the insurer;
- (c) are excessive in relation to the financial circumstances of the insurer; or
- (d) violate the Act, the *Insurance Companies Act*, these regulations or regulations under the *Insurance Companies Act*.

(5) The board shall approve, prohibit or vary rates filed under section 9 within 90 days from the date the board received the filing.

(6) The board may extend the time period referred to in subsection (5) to a maximum of 90 days.

(7) Where the board approves or varies a rate filed under section 9, the board may impose terms and conditions on the approval or variation.

Expedited review of proposed rates

**11. (1)** An insurer may file the rates it proposes to charge for automobile insurance under this section where

- (a) no more than 3 years have passed since the insurer last filed its rates under the former regulations or section 9; and

- (b) the rate change does not result in an overall rate increase that
  - (i) exceeds 3.0% in one year; or
  - (ii) cumulatively exceeds 6.0% in 3 years.

(2) The board shall approve, prohibit or vary rates filed under this section within 30 days from the date the board receives the filing.

(3) The board may determine

- (a) the form and manner in which the rates are required to be filed; and
- (b) the information and documentation that an insurer is required to include with its rates.

(4) The board shall prohibit rates filed under this section where the board determines that the rates

- (a) are not just and reasonable in the circumstances;
- (b) would impair the solvency of the insurer;
- (c) are excessive in relation to the financial circumstances of the insurer; or
- (d) violate the Act, the *Insurance Companies Act*, these regulations or regulations under the *Insurance Companies Act*.

(5) Where the board approves or varies a rate filed under this section, the board may impose terms and conditions on the approval or variation.

(6) The filing of rates under this section does not effect the requirement to file rates under section 9 in the time period prescribed in that section.

Effective date of rate

**12.** A rate approved by the board comes into effect on the date set by the board.

Publication

**13.** The board shall publish the following information within 30 days of approving, prohibiting or varying rates:

- (a) name of the insurer;



- (b) effective date of any changes to the rates;
- (c) average rate level change requested and approved;
- (d) the amount of the change per coverage type;
- (e) the type of automobile insurance as determined by the statistical plan prepared under section 82 of the *Insurance Companies Act*;
- (f) the current average premium of the rate for the applicable vehicle class as determined by the statistical plan prepared under section 82 of the *Insurance Companies Act*;
- (g) where relevant, the premiums for each risk profile as provided to the board;
- (h) whether a maximum rate change has applied to the rate; and
- (i) other information the board determines necessary.

Insurer to provide information

**14. (1)** For the purposes of paragraph 60(1)(d.3) of the Act, an insurer shall disclose to a person who is or alleges entitlement to recover from an insured covered by a motor vehicle liability policy or under a contract of automobile insurance the following:

- (a) that under the *Personal Information Protection and Electronic Documents Act* (Canada) an insurance company
  - (i) is permitted to conduct surveillance of a claimant without the claimant's consent or knowledge,
  - (ii) does not have to disclose to a claimant that the claimant is or has been under surveillance, and
  - (iii) is required to destroy personal information collected about a claimant through surveillance after it has fulfilled its usefulness;
- (b) that it is an offence under the *Criminal Code* to make a false claim;
- (c) that a person found guilty of making a false claim may be subject to a fine or imprisonment for a period of time, or to both a fine and imprisonment;

- (d) that a false claim includes inflating the true value of a claim or claiming for things that were not damaged in an accident;
- (e) that where the claimant is making a claim against another driver who allegedly caused the accident, that driver's insurance company is obligated to
  - (i) settle the claim as quickly as possible,
  - (ii) make interim payments to the claimant pending the final settlement of the claim once the insurance company has determined that its insured is at-fault for the accident,
  - (iii) pay the claimant the amount of the final claim settlement in a series of payments over a stated period of time instead of in one lump where the accident caused the claimant bodily injury and the claimant requests settlement in periodic payments,
  - (iv) advise its insured that a claim has been made against the insured, and
  - (v) advise its insured of the total amount paid to the claimant once the claim is settled;
- (f) that where the claimant was not wearing a seat belt at the time of the accident and by law was required to wear one, the claim will be reduced by 25% unless the claimant can prove that the claimant's injuries would be the same had the claimant been wearing a seat belt;
- (g) that a claim for loss of income or loss of ability to earn income will be reduced by Employment Insurance premiums, Canada Pension Plan contributions and income tax that would otherwise be payable if the claimant received the income from employment; and
- (h) that a claim for non-pecuniary loss or damage will have a
  - (i) \$2,500 deductible applied to it where the loss or damage was sustained on or after August 1, 2004 and before January 1, 2020, or
  - (ii) \$5,000 deductible applied to it where the loss or damage was sustained on or after January 1, 2020.

(2) An insurer shall make reasonable efforts to ensure that confirmation of receipt of this disclosure is received back from the claimant and maintained on its files.

(3) Subsections (1) and (2) do not apply to an insurer where a claim is made against the insurer for glass breakage under the comprehensive coverage of Section C of the Automobile Insurance Policy.

(4) For the purpose of paragraph 60(1)(d.4) of the Act the disclosure required under subsection (1)

(a) shall be in the form approved by the Superintendent of Insurance;

(b) shall be made immediately upon the insurance company or its adjuster, representative, agent or broker becoming aware of the claimant's name and contact information; and

(c) shall include a requirement that the claimant confirm receipt of the disclosure to the insurance company, but, where the claimant refuses to or does not confirm receipt it shall not constitute an offence or affect the claim.

(5) Notwithstanding subsection (4), disclosure may be made by electronic means provided the insurance company receives electronic confirmation of delivery of the disclosure from the claimant and that both the disclosure and confirmation are maintained in a system where it is retrievable.

Usage based  
technology

**15.** (1) Usage based technology may be used solely to

(a) reduce the rate for automobile insurance;

(b) review rating criteria; and

(c) manage claims.

(2) Usage based technology may only be used by an insurer with the written consent of the insured person and the insured person may withdraw consent at any time by providing written notice to the insurer.

(3) Usage based technology shall not be used to

(a) decline to provide automobile insurance;

- (b) cancel automobile insurance;
- (c) refuse to renew automobile insurance; or
- (d) determine a surcharge to be applied to a rate for automobile insurance.

(4) Before providing an insured person with usage based technology the insurer shall provide the following information to the insured person:

- (a) the personal information and other information that will be collected by the usage based technology;
- (b) the persons who would use or have access to the personal information and other information collected by the usage based technology;
- (c) the purposes for which the personal information and other information will be used;
- (d) the circumstances under which the personal information and other information will or could be disclosed to other persons;
- (e) how the usage based technology could be used to set rate reductions, review rating criteria and manage claims;
- (f) how the rate reductions will be calculated;
- (g) the period of time being measured to calculate the rate reduction; and
- (h) the maximum or minimum amount of the rate reduction.

(5) Any personal information collected by usage based technology shall not be disclosed to any other person except

- (a) as necessary for the purposes for which it was collected and as expressly consented to by the insured person;
- (b) for the purposes of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of information; or
- (c) as required by law.

(6) Where an insurer uses usage based technology to manage claims, the insurer may only use the information obtained from the usage based technology to manage a claim relating to

- (a) the person who provided consent under subsection (2); or
- (b) another person who consents to the use of the usage based technology for the management of that person's claim.

(7) An insurer shall take steps that are reasonable in the circumstances to ensure that personal information in its custody or control is

- (a) protected against theft, loss and unauthorized collection, access, use or disclosure;
- (b) protected against unauthorized copying or modification; and
- (c) retained, transferred and disposed of in a secure manner.

(8) For the purposes of paragraph (7)(c), "disposed of in a secure manner" in relation to the disposition of personal information does not include the destruction of the personal information unless the personal information is destroyed in a manner that the reconstruction of the record is not reasonably foreseeable in the circumstances.

(9) Before an insurer makes any changes to the types of personal information or other information being collected or how the personal information or other information is collected, used or disclosed, the insurer shall notify the insured person and obtain written consent to the changes.

Winter tire rate  
reduction

**16. (1)** An insurer shall offer a reduction in the rate of insurance for an automobile that is insured as a private passenger automobile and equipped with winter tires.

(2) Subsection (1) applies to an insurance contract issued or renewed on or after January 1, 2020.

Repeal

**17. The *Automobile Insurance Regulations, Newfoundland and Labrador Regulation 81/04*, are repealed.**

Commencement

**18. These regulations come into force on January 1, 2020.**

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 57/19**

*Fault Determination Regulations*  
under the  
*Automobile Insurance Act*  
(O.C. 2019-214)

*(Filed September 27, 2019)*

Under the authority of section 60 of the *Automobile Insurance Act*, the Lieutenant-Governor in Council makes the following regulations.

Dated at St. John's, September 27, 2019.

Elizabeth Day  
Clerk of the Executive Council

**REGULATIONS**

*Analysis*

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| 1. Short title   | 9. Automobile entering road from parking place, private road or driveway |
| 2. Interpretation  | 10. Automobile entering controlled access highway                        |
| 3. Application   | 11. Chain reactions  |
| 4. Determination of degree of fault                      | 12. Automobiles travelling in the same direction in adjacent lane        |
| 5. Factors not included in determination of fault        | 13. Pile-ups   |
| 6. More than one provision of regulations apply          | 14. Automobiles travelling in opposite directions                        |
| 7. Ordinary rules of law                                 |  |
| 8. Automobiles travelling in the same direction and lane |  |

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| <ul style="list-style-type: none"> <li>15. Automobiles at intersection without traffic signals or signs</li> <li>16. Automobiles at intersection with traffic signs</li> <li>17. Automobiles at intersection with traffic signals</li> <li>18. Automobiles in parking lots</li> <li>19. Automobiles that are parked</li> </ul> | <ul style="list-style-type: none"> <li>20. Driver fails to obey specified sign or direction</li> <li>21. Backing up, making U-turn or opening door</li> <li>22. Driver charged with a driving offence</li> <li>23. Voluntary payment</li> <li>24. Commencement</li> </ul> |
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Short title                    **1.** These regulations may be cited as the *Fault Determination Regulations*.

Interpretation            **2.** (1) In these regulations,

(a) "Act" means the *Automobile Insurance Act*;

(b) "centre line" means one or more of the following:

(i) a single or double, solid or broken line marked in the middle of the roadway,

(ii) for a roadway without a line marked in the middle

(A) where the roadway is unobstructed, the middle of the roadway measured from the curbs or in the absence of curbs, from the edges of the roadway, or

(B) where a portion of the roadway is obstructed by parked automobiles, snowbanks or other objects blocking traffic along the edge or edges of the roadway and two-way traffic past the obstruction is possible without difficulty, the middle of the unobstructed portion of the roadway, or

(iii) for a roadway with more lanes available for traffic in one direction than the other direction, the line dividing the lanes for traffic in different directions;

(c) "chain reaction" means a series of successive impacts among 3 or more automobiles travelling in the same direction one behind the other in the same lane;

(d) "collision" means

- (i) impact between 2 or more automobiles or parts of automobiles being detached without the involvement of the insured, or
  - (ii) impact between an automobile and the load of another automobile;
- (e) "controlled access highway" means controlled access highway as defined in the *Highway Traffic Act*;
- (f) "damage" includes one or more of the following:
- (i) damage caused to an insured automobile,
  - (ii) loss of use of an insured automobile, and
  - (iii) loss or damage to property owned by an insured while being transported in an insured automobile;
- (g) "feeder lane" means a road in a parking lot other than a thoroughfare;
- (h) "highway" means highway as defined in the *Highway Traffic Act*;
- (i) "intersection" means the area enclosed within the lateral boundary lines of 2 or more roadways, or 2 or more lanes in a parking lot, that join one another at an angle, and lines drawn at right angles across each of the roadways, or lanes in the parking lot, from the points where the lateral boundary lines intersect;
- (j) "pile-up" means an incident involving a series of impacts among 3 or more automobiles travelling in the same direction and in adjacent lanes;
- (k) "private road or driveway" means a road or driveway not open to the use of the public for purposes of vehicular traffic;
- (l) "roadway" means that portion of a highway ordinarily used for vehicular travel, exclusive of the shoulder unless the shoulder is paved;



- (m) "thoroughfare" means a main road for passage into, through or out of a parking lot;
- (n) "traffic control signal" means a manually, electrically or mechanically operated device by which traffic is alternately directed to stop and to proceed; and
- (o) "traffic sign" includes all traffic control signals, warning sign-posts, signs, lines, marks or other devices for the guidance of persons using highways.

(2) References in these regulations to "automobile A", "automobile B" and "automobile C" are for ease of reference to the automobiles that may be involved in an incident and have no meaning other than as labels applied to distinguish between the automobiles.

(3) The diagrams in these regulations are merely illustrative of the situations described.

Application

**3.** (1) These regulations apply only for the purposes of determining fault under section 32.1 of the Act.

(2) These regulations apply to all automobiles.

(3) Notwithstanding subsection (2), these regulations do not apply to an automobile exempted from registration under the *Highway Traffic Act*, unless the automobile is insured by a motor vehicle liability policy.

Determination of degree of fault

**4.** An insurer shall determine the degree of fault of an insured for loss or damage arising directly or indirectly from the use or operation of an automobile in accordance with these regulations.

Factors not included in determination of fault

**5.** The degree to which an insured is at fault in an incident shall be determined without reference to

- (a) the circumstances in which the incident occurs, including weather conditions, visibility or the actions of pedestrians; or
- (b) where the point of contact between the insured's automobile and any other automobile involved in the incident is located on the insured's automobile.

More than one provision of regulations apply

**6.** (1) Where more than one provision of these regulations applies to an insured, the provision that attributes the least degree of fault to the insured is the provision that applies.

(2) Notwithstanding subsection (1), where 2 provisions of these regulations apply to an incident involving 2 automobiles and an insured would be 100% at fault under one provision and not at fault under the other provision, the insured is 50% at fault for the incident.

Ordinary rules of law

**7.** (1) Where an incident is not described in these regulations, the degree to which an insured is at fault shall be determined in accordance with the ordinary rules of law.

(2) Where there is insufficient information regarding an incident to determine the degree to which an insured is at fault, the degree of fault shall be determined in accordance with the ordinary rules of law unless these regulations require otherwise.

Automobiles travelling in the same direction and lane

**8.** (1) This section applies to an incident in which automobile A is struck from the rear by automobile B and both automobiles are travelling in the same direction and in the same lane.

(2) Where automobile A is stopped or is in forward motion when the incident occurs

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

Diagram 8.2



(3) Where the incident occurs when automobile A is turning, either to the right or to the left, in order to enter a side road, private road or driveway

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

Diagram 8.3

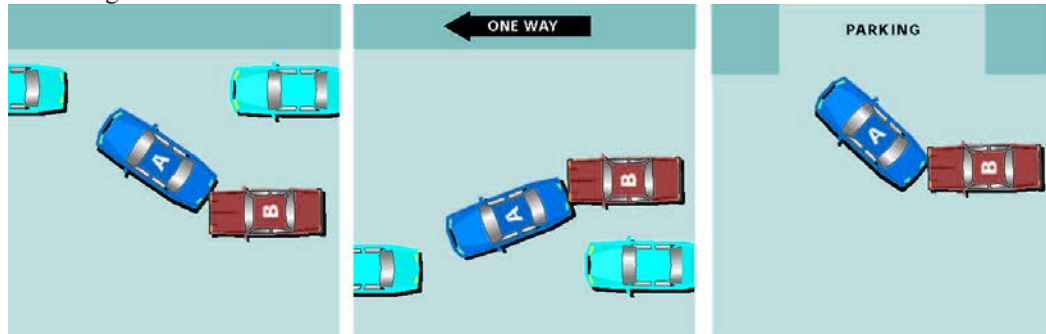


(4) Where the incident occurs when automobile A is in forward motion and is entering a parking place on either the right or the left side of the road

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

Diagram 8.4



Automobile entering road from parking place, private road or driveway

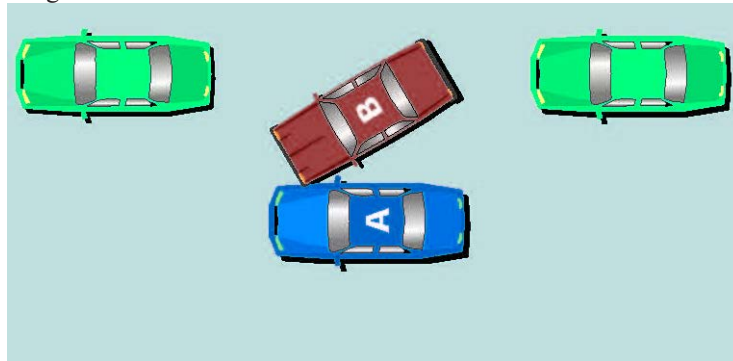
9. (1) This section applies when automobile A collides with automobile B while automobile B is entering a road from a parking place, private road or driveway.

(2) Where the incident occurs when automobile B is leaving the parking place and automobile A is passing the parking place

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

Diagram 9.2

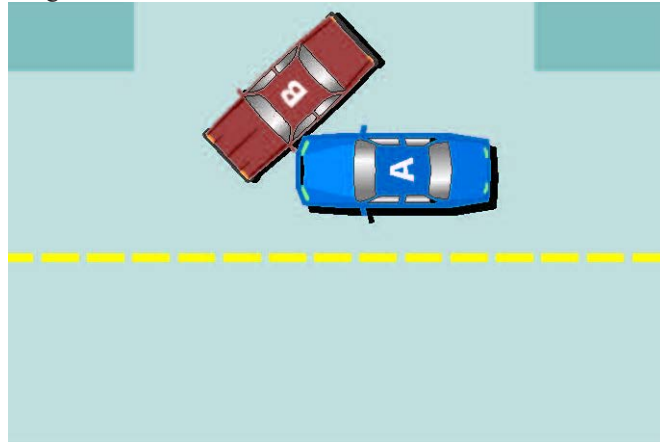


(3) Where the incident occurs when automobile B is entering a road from a private road or a driveway and automobile A is passing the private road or driveway, and there are no traffic signs

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

Diagram 9.3

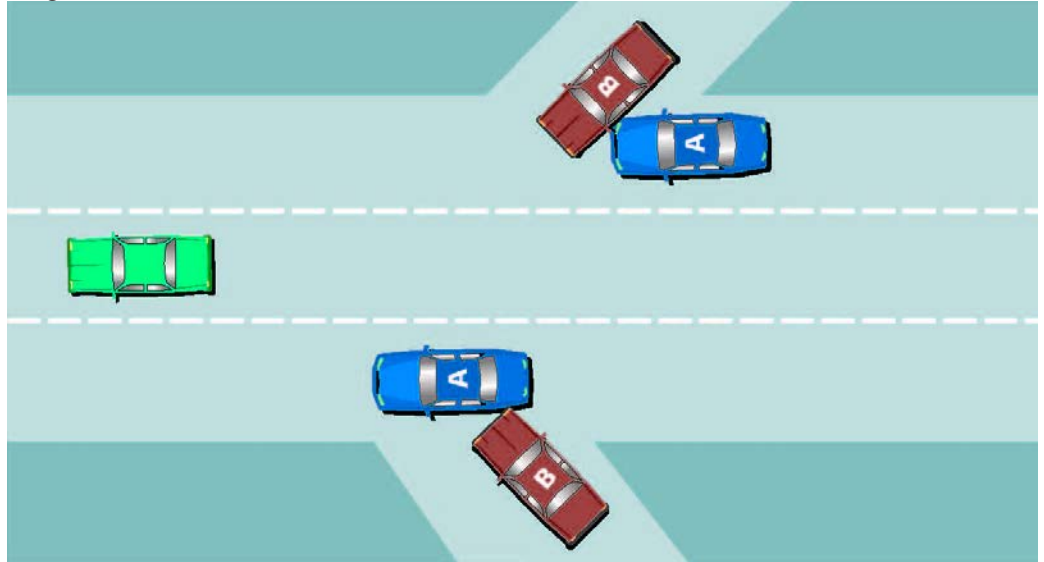


Automobile  
entering controlled  
access highway

**10.** Where automobile A collides with automobile B on a controlled access highway while automobile B is entering the highway from an entrance lane

- (a) the driver of automobile A is not at fault for the incident;  
and
- (b) the driver of automobile B is 100% at fault for the incident.

Diagram 10.1



Chain reactions

**11.** (1) This section applies to chain reactions.

(2) The degree of fault for each collision between 2 automobiles involved in a chain reaction is determined without reference to any related collisions involving either of the automobiles and another automobile.

(3) Where all automobiles involved in a chain reaction are in motion and automobile A is the leading automobile, automobile B is the second automobile and automobile C is the third automobile

(a) in the collision between automobiles A and B

(i) the driver of automobile A is not at fault for the incident, and

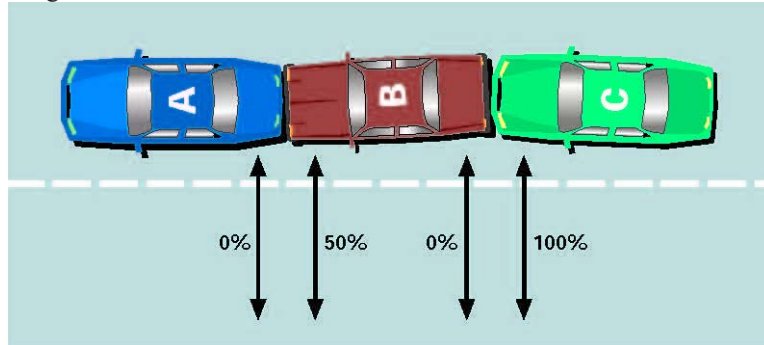
(ii) the driver of automobile B is 50% at fault for the incident; and

(b) in the collision between automobiles B and C,

(i) the driver of automobiles B is not at fault for the incident; and

- (ii) the driver of automobile C is 100% at fault for the incident.

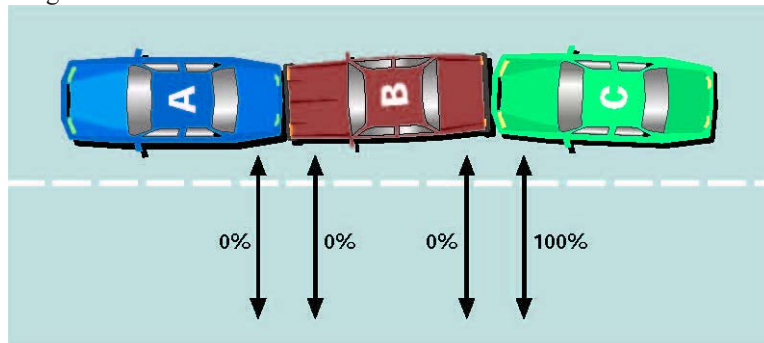
Diagram 11.3



(4) Where only automobile C in a chain reaction is in motion when the incident occurs

- (a) in the collision between automobiles A and B, neither driver is at fault for the incident; and
- (b) in the collision between automobiles B and C,
  - (i) the driver of automobile B is not at fault for the incident, and
  - (ii) the driver of automobile C is 100% at fault for the incident.

Diagram 11.4

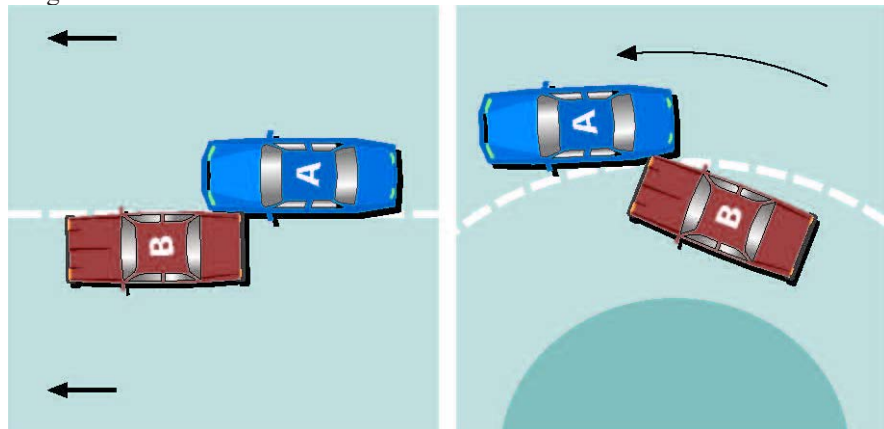


Automobiles travelling in the same direction in adjacent lane

12. (1) This section applies to an incident in which automobile A collides with automobile B and both automobiles are travelling in the same direction and in adjacent lanes.

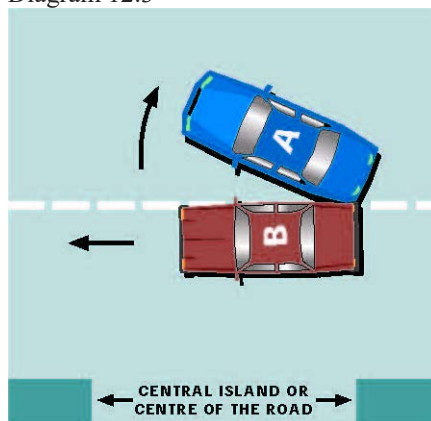
(2) Where neither automobile A nor automobile B changes lanes, and both automobiles are on or over the centre line when the incident occurs, the driver of each automobile is 50% at fault for the incident.

Diagram 12.2



(3) Where the location on the road of automobiles A and B when the incident occurs cannot be determined, the driver of each automobile is 50% at fault for the incident.

Diagram 12.3



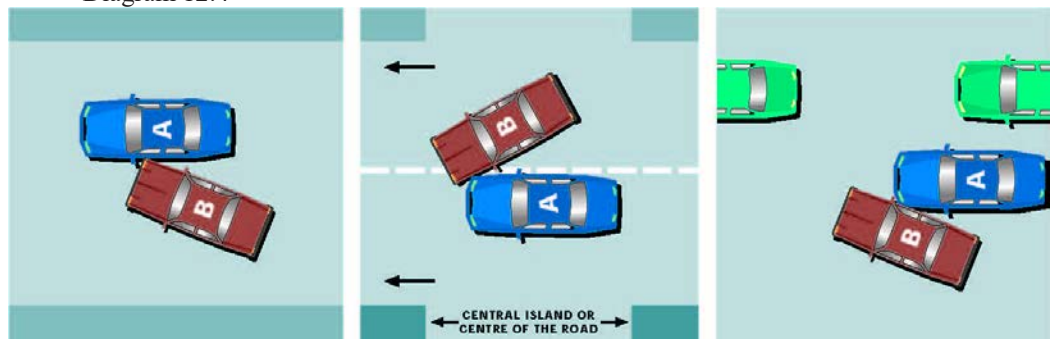


(4) Where the incident occurs when automobile B is changing lanes

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver or automobile B is 100% at fault for the incident.

Diagram 12.4

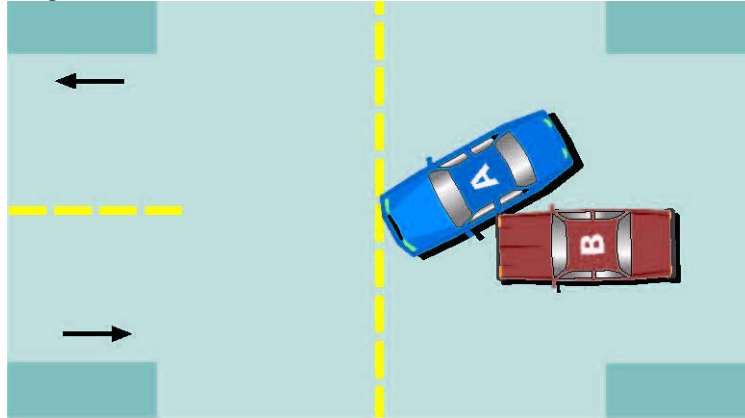


(5) Where the incident occurs when automobile A is turning left at an intersection and automobile B is overtaking automobile A to pass it

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

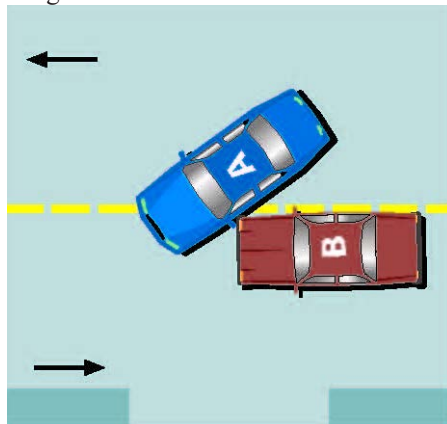
Diagram 12.5



(6) Where the incident occurs when automobile A is turning left at a private road or a driveway and automobile B is overtaking automobile A to pass it

- (a) the driver of automobile A is 75% at fault for the incident; and
- (b) the driver of automobile B is 25% at fault for the incident.

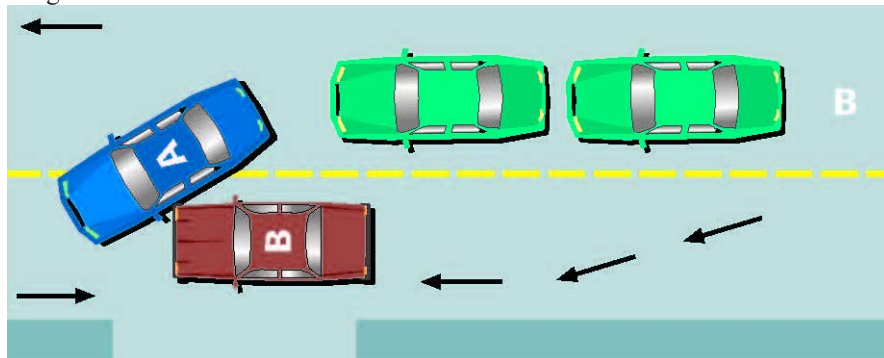
Diagram 12.6



(7) Where the incident occurs when automobile A is turning left at a private road or a driveway and automobile B is passing one or more automobiles stopped behind automobile A

- (a) the driver of automobile A is not at fault for the incident;  
and
- (b) the driver of automobile B is 100% at fault for the incident.

Diagram 12.7

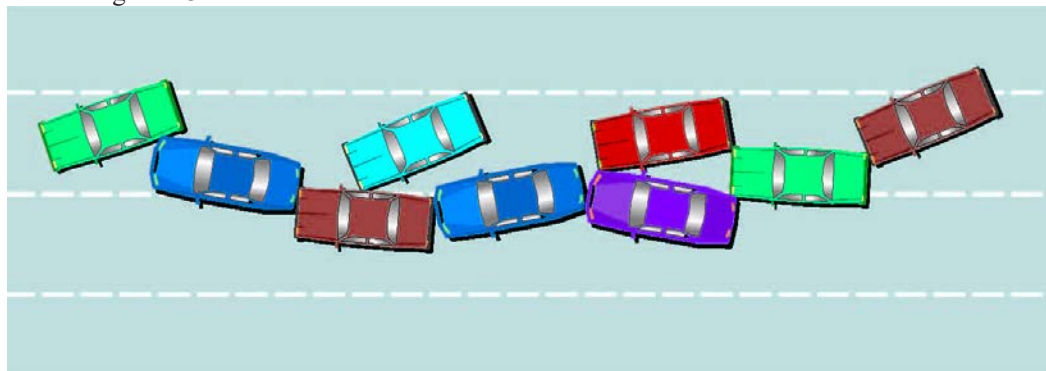


Pile-ups

13. (1) This section applies to pile-ups.

(2) For each collision between 2 automobiles involved in a pile-up, the driver of each automobile is 50% at fault for the incident.

Diagram 13.2

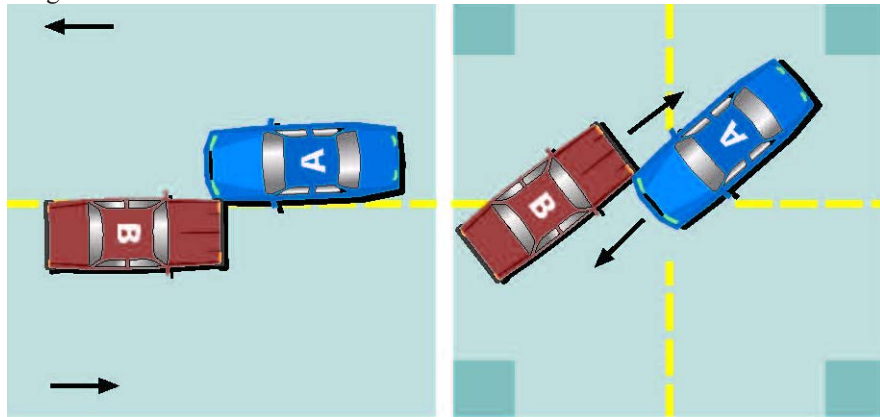


Automobiles  
travelling in  
opposite directions

14. (1) This section applies to an incident in which automobile A collides with automobile B and the automobiles are travelling in opposite directions and in adjacent lanes.

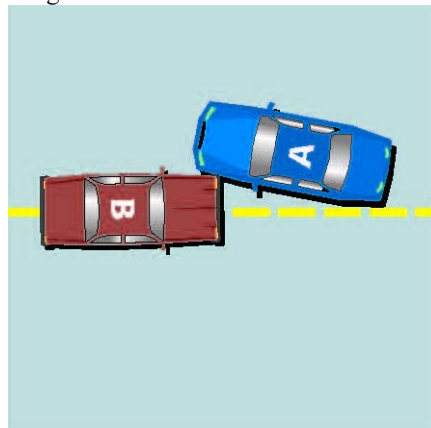
(2) Where neither automobile A nor automobile B changes lanes and both automobiles are on or over the centre line when the incident occurs, the driver of each automobile is 50% at fault for the incident.

Diagram 14.2



(3) Where the location on the road of automobiles A and B when the incident occurs cannot be determined, the driver of each automobile is 50% at fault for the incident.

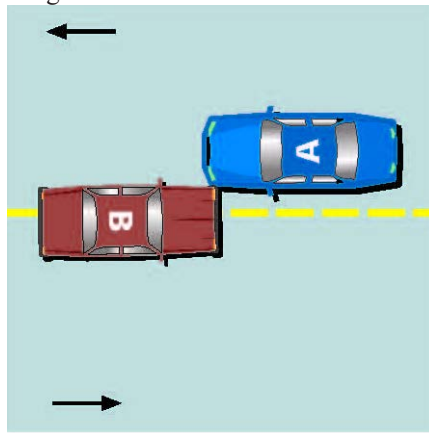
Diagram 14.3



(4) Where only automobile B is over the centre line of the road when the incident occurs

- (a) the driver of automobile A is not at fault for the incident;  
and
- (b) the driver of automobile B is 100% at fault for the incident.

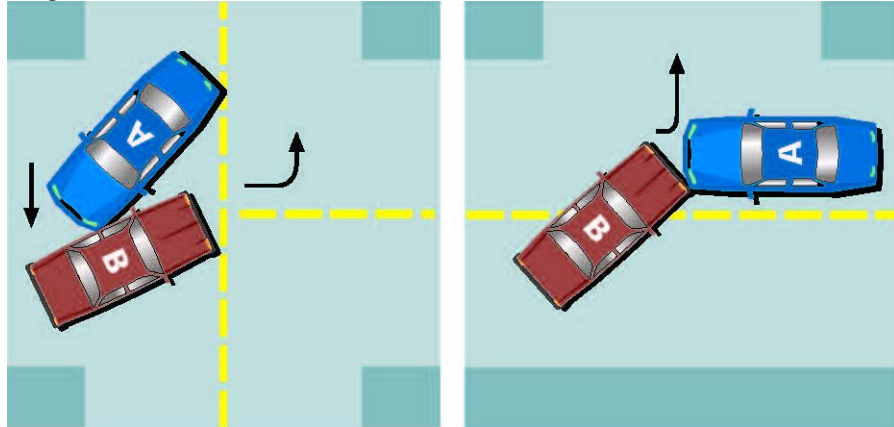
Diagram 14.4



(5) Where the incident occurs when automobile B turns left into the path of automobile A

- (a) the driver of automobile A is not at fault for the incident;  
and
- (b) the driver of automobile B is 100% at fault for the incident.

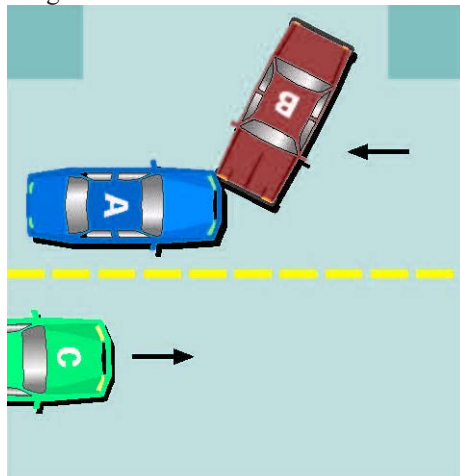
Diagram 14.5



(6) Where automobile B is leaving a parking place or entering the road from a private road or driveway and automobile A is overtaking to pass another automobile when the incident occurs

- (a) the driver of automobile A is not at fault for the incident; and
- (b) the driver of automobile B is 100% at fault for the incident.

Diagram 14.6



Automobiles at intersection without traffic signs

**15.** (1) This section applies to an incident in which automobile A collides with automobile B at an intersection that does not have traffic signs.

(2) Where automobile A enters the intersection before automobile B

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

(3) Where automobiles A and B enter the intersection at the same time and automobile A is on the right of automobile B in the intersection

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

(4) Where it cannot be determined whether automobile A or B entered the intersection first, the driver or each automobile is 50% at fault for the incident.

Automobiles at intersection with traffic signs

**16.** (1) This section applies to an incident in which automobile A collides with automobile B at an intersection with traffic signs.

(2) Where the incident occurs when the driver of automobile B fails to obey a stop sign, yield sign or a similar sign or flares or other signals on the ground

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

(3) Where the driver of each automobile fails to obey a stop sign, the driver of each automobile is 50% at fault for the incident.

(4) Where it cannot be determined who failed to obey a stop sign, the driver of each automobile is 50% at fault for the incident.

(5) Where automobile A arrives at an all-way stop intersection first and stops

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

(6) Where both automobiles arrive at an all-way stop intersection at the same time and stop, with automobile A to the right of automobile B

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

(7) Where it cannot be determined who arrived at an all-way stop intersection first, the driver of each automobile is 50% at fault for the incident.

Automobiles at  
intersection with  
traffic signals

**17.** (1) This section applies to an incident in which automobile A collides with automobile B at an intersection with traffic control signals.

(2) Where the driver of automobile B fails to obey a traffic control signal

(a) the driver of automobile A is not at fault for the incident;  
and

(b) the driver of automobile B is 100% at fault for the incident.

(3) Where it cannot be determined whether the driver of either automobile failed to obey a traffic control signal, the driver of each automobile is 50% at fault for the incident.

(4) Where the traffic control signals at an intersection are inoperative, the degree to which each of the drivers is at fault is determined in accordance with these regulations as if the intersection were an all-way stop intersection.



Automobiles in parking lots

**18.** (1) This section applies to an incident in which automobile A collides with automobile B in a parking lot.

(2) The degree to which a driver is at fault in an incident that occurs on a thoroughfare is determined in accordance with these regulations as if the thoroughfare were a roadway.

(3) Where the incident occurs when automobile A is leaving a feeder lane and fails to yield the right of way to automobile B on a thoroughfare

(a) the driver of automobile A is 100% at fault for the incident; and

(b) the driver of automobile B is not at fault for the incident.

(4) Where the incident occurs when automobile A is leaving a parking space and fails to yield the right of way to automobile B on a feeder lane or a thoroughfare

(a) the driver of automobile A is 100% at fault for the incident; and

(b) the driver of automobile B is not at fault for the incident.

Automobiles that are parked

**19.** (1) Where automobile A is parked when automobile B collides with it

(a) the driver of automobile A is not at fault for the incident; and

(b) the driver of automobile B is 100% at fault for the incident.

(2) Notwithstanding subsection (1), where automobile A is illegally parked, stopped or standing when automobile B collides with it and the incident occurs outside a city, town or rural community

(a) the driver of automobile A is 100% at fault for the incident; and

(b) the driver of automobile B is not at fault for the incident.

Driver fails to obey specified sign or direction

**20.** The driver of automobile A is 100% at fault and the driver of automobile B is not at fault for an incident in which automobile A collides with automobile B when the driver of automobile A fails to obey one or more of the following:

- (a) a peace officer's direction;
- (b) a do not enter sign;
- (c) a prohibited passing sign; or
- (d) a prohibited turn sign.

Backing up, making U-turn or opening door

**21.** The driver of automobile A is 100% at fault and the driver of automobile B is not at fault for an incident that occurs when

- (a) automobile A is backing up;
- (b) automobile A is making a U-turn; or
- (c) the driver of or a passenger in automobile A opens the automobile door or leaves the door open.

Driver charged with a driving offence

**22.** (1) The degree to which an insured is at fault in an incident is determined in accordance with the ordinary rules of law and not in accordance with these regulations where

- (a) the driver of automobile A involved in the incident is charged with a driving offence; and
- (b) the driver of automobile B is wholly or partly at fault, as otherwise determined under these regulations, for the incident.

(2) For the purposes of these regulations, where one or more of the following occurs as a result of an incident it constitutes a driving offence:

- (a) a driver is charged with operating an automobile while the driver's ability to operate the automobile was impaired by alcohol or a drug or by a combination of alcohol and a drug;

- (b) a driver is charged with driving while the driver's blood level or blood drug concentration level exceeded the limits permitted by law;
- (c) a driver is charged with an indictable offence related to the operation of an automobile;
- (d) a driver is asked to provide a breath sample or a sample of a bodily substance and the driver is charged with failing or refusing to provide the sample;
- (e) a driver is charged with exceeding the speed limit by 31 or more kilometres per hour; or
- (f) a driver is given a demand to perform physical coordination tests or submit to an evaluation and the driver is charged with failing or refusing to comply with the demand.

Voluntary payment

**23.** For the purposes of paragraph 32.1(6)(c) of the Act, acceptance of a voluntary payment by the insurer of a person who is not at fault from a person who is at fault in the amount the insurer paid as indemnity in respect of its insured is not subrogation against the person who made the payment.

Commencement

**24. These regulations come into force on January 1, 2020.**

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 58/19**

*City of Mount Pearl Violation Notice Regulations (Amendment)*  
under the  
*City of Mount Pearl Act*  
and the  
*Urban and Rural Planning Act, 2000*

*(Filed September 27, 2019)*

Under the authority of section 280.3 of the *City of Mount Pearl Act* and section 39.3 of the *Urban and Rural Planning Act, 2000*, I make the following regulations.

Dated at St. John's, September 16, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**REGULATIONS**

*Analysis*

1. S.3 Amdt.  
Violation notices

NLR 79/07  
as amended

**1. Paragraph 3(a) of the *City of Mount Pearl Violation Notice Regulations* is repealed and the following substituted:**

- (a) *City of Mount Pearl Animal Control Regulations, 2019*;

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 59/19**

*Automobile Insurance Prohibited Underwriting Regulations  
(Amendment)  
under the  
Insurance Companies Act  
(O.C. 2019-212)*

*(Filed September 27, 2019)*

Under the authority of section 107 of the *Insurance Companies Act*, the Lieutenant-Governor in Council makes the following regulations.

Dated at St. John's, September 27, 2019.

Elizabeth Day  
Clerk of the Executive Council

**REGULATIONS**

*Analysis*

- |   |                 |
|---|-----------------|
| 1. S.3 Amdt.<br>Prohibition – Refusal to<br>provide insurance | 2. Commencement |
|---|-----------------|

NLR 80/04  
as amended

**1. Section 3 of the *Automobile Insurance Prohibited Underwriting Regulations* is amended by adding immediately after subsection (2) the following:**

(3) Where an insured, the applicant or another person who is or would be an insured under the contract had an accident in the past for

which he or she was at fault and who, within one year of being notified of the accident by his or her insurer, made a voluntary payment to the insurer of the person who is not at fault, the accident is considered to be an accident for which the insured, applicant or other person was not at fault for the purposes of subparagraph (1)(a)(i).

Commencement

**2. These regulations come into force on January 1, 2020.**

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 60/19**

*Local Service District of Burnt Point-Gull Island-Northern Bay  
Disestablishment Order  
under the  
Municipalities Act, 1999*

*(Filed September 27, 2019)*

Under the authority of section 387 of the *Municipalities Act, 1999*, I make the following Order.

Dated at St. John's, September 24, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**ORDER**

*Analysis*

- |  |                 |
|--|-----------------|
| 1. Short title                           | 3. Repeal       |
| 2. Local service district disestablished | 4. Commencement |

Short title

**1.** This Order may be cited as the *Local Service District of Burnt Point-Gull Island-Northern Bay Disestablishment Order*.

Local service district disestablished

**2.** The Local Service District of Burnt Point-Gull Island-Northern Bay in the Provincial Electoral District of Carbonear-Trinity-Bay de Verde is disestablished.



*Local Service District of Burnt Point-Gull Island-  
Northern Bay Disestablishment Order*

60/19

Repeal

**3. The *Local Service District of Burnt Point-Gull Island-Northern Bay*, Newfoundland and Labrador Regulation 133/03, is repealed.**

Commencement

**4. This Order comes into force on October 15, 2019.**

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 61/19**

*Appleton Municipal Planning Area*  
under the  
*Urban and Rural Planning Act, 2000*

*(Filed September 27, 2019)*

Under the authority of section 11 of the *Urban and Rural Planning Act, 2000*, I define the following area as the Appleton Municipal Planning Area.

Dated at St. John's, September 16, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**PLANNING AREA**

Beginning at a point on the centre line of the east abutment of the Trans-Canada Highway bridge spanning the Gander River between Glenwood and Appleton;

Thence running in a general northerly direction along the east shoreline of the Gander River to a point having coordinates east 387,891 metres and north 5,429,975 metres, more or less;

Thence heading in a southeasterly direction to a point having coordinates east 389,335 metres and north 5,429,798 metres, more or less;

Thence heading in a southwesterly direction to a point having coordinates east 389,299 metres and north 5,429,458 metres, more or less;

Thence heading in a southeasterly direction to a point having coordinates east 389,935 metres and north 5,428,389 metres, more or less;

Thence heading south to a point on the shoreline of an unnamed pond;

Thence running southeast along the shoreline to a point having coordinates east 389,649 metres and north 5,427,703 metres, more or less;

Thence heading west to a point having coordinates east 389,295 metres and north 5,427,703 metres, more or less;

Thence heading in a northwest direction to a point having coordinates east 389,243 metres and north 5,427,757 metres, more or less;

Thence heading in a southwest direction to a point having coordinates east 389,111 metres and north 5,427,669 metres, more or less;

Thence heading in a southwesterly direction to a point on the centre line of the Trans-Canada Highway having coordinates east 389,094 metres and north 5,427,502 metres, more or less;

Thence running along the centre line of the Trans-Canada Highway a distance of 2.4 km to a point having coordinates east 390,364 metres and north 5,425,837 metres, more or less;

Thence heading in a southwesterly direction to a point having coordinates east 389,888 metres and north 5,425,013 metres, more or less;

Thence heading in a southeasterly direction to a point having coordinates east 390,259 metres and north 5,424,807 metres, more or less;

Thence heading in a southwesterly direction to a point having coordinates east 389,950 metres and north 5,424,512 metres, more or less;

Thence heading in a northwest direction to a point on the northern bank of an unknown river having coordinates east 388,616 metres and north 5,424,804 metres, more or less;;

Thence running in a general westerly direction along the northern bank of the river to the eastern shoreline of The Outflow - Gander River;

Thence running in a general northerly direction along the sinuosities of the eastern shoreline of The Outflow - Gander River to the point of beginning.

The above described piece or parcel of land containing approximately 931 hectares, more or less.

All coordinates being scaled from 30cm Orthorectified Imagery and being referenced to the North American Datum 1983 (NAD83) using the Modified Transverse Mercator (MTM) Zone 2 Projection.

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 62/19**

*Bryant's Cove Municipal Planning Area  
under the  
Urban and Rural Planning Act, 2000*

*(Filed September 27, 2019)*

Under the authority of section 11 of the *Urban and Rural Planning Act, 2000*, I define the following area as the Bryant's Cove Municipal Planning Area.

Dated at St. John's, September 16, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**PLANNING AREA**

Beginning at a point on the eastern shoreline of Green Head having coordinates north 5,280,325 metres and east 290,488 metres, more or less;

Thence heading in a northwesterly direction to a spot elevation of 62 metres, having coordinates north 5,280,416 metres and east 290,322 metres, more or less;

Thence heading in a northwesterly direction to a point on the centre line of Bryant's Cove Road having coordinates north 5,280,655 metres and east 289,923 metres, more or less;

Thence heading in a northwesterly direction to the north east outlet of Bryant's Cove Pond having coordinates north 5,280,825 metres and east 289,106 metres, more or less;

Thence heading in a northwesterly direction to horizontal control monument No. 93170 having coordinates north 5,281,465 metres and east 288,588 metres, more or less;

Thence heading in a northwesterly direction to the centre line of an abandoned road known traditionally as "Long Run Path" having coordinates north 5,281,540 metres and east 288,527 metres, more or less;

Thence running in a generally northeasterly direction along the centre line of Long Run Path to the northeastern extremity of Feather Point;

Thence running in a general southwesterly direction along the sinuosities of the shorelines high-water mark to where the outflow of Hunts Gully empties into Bryant's Cove;

Thence running in a general easterly direction along sinuosities of the shoreline to the eastern extremity of Spare Point;

Thence running in a southwesterly direction along sinuosities of the shoreline passing Hawks Nest, and Deep Water Point to the point of beginning.

All coordinates being scaled from 50cm Orthorectified Imagery and being referenced to the North American Datum of 1983 (NAD83) and Modified Transverse Mercator Zone 1 Projection.

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 63/19**

*St. Joseph's Municipal Planning Area*  
under the  
*Urban and Rural Planning Act, 2000*

*(Filed September 27, 2019)*

Under the authority of section 11 of the *Urban and Rural Planning Act, 2000*, I define the following area as the St. Joseph's Municipal Planning Area.

Dated at St. John's, September 16, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**PLANNING AREA**

Beginning at a point on the centre line of Route 90 that intersects with Six Mile River having coordinates east 269,790.491 metres and north 5,213,586.582 metres, more or less;

Then heading in a northwesterly direction to a point on the center line of Route 94 having coordinates east 262,594.993 metres and north 5,216,493.752 metres, more or less;

Then heading west to a point on the southern shoreline of the Salmonier Arm having coordinates east 260,216.480 metres and north 5,216,493.752 metres, more or less;

Then running in a generally northeasterly direction along the sinuosity of the southern shoreline of Salmonier Arm to a point at the mouth of



Gulch Brook having coordinates east 266,920.187 metres and north 5,220,409.750 metres, more or less;

Then heading south to a point located a distance of 300 metres, more or less, due east of the centre line of route 90 having coordinates east 266,920.187 metres and north 5,218,842.322 metres, more or less;

Then running in a generally southeasterly direction parallel at a distance of 300 metres, more or less, east of the centre line of route 90 to a point on the southern bank of the Back River;

Then running in a generally southerly direction parallel at a distance of 300 metres, more or less, east of the centre line of of route 90 to a point at the centre of Six Mile River;

Then running along the centre line of Six Mile River west a distance of 300 metres, more or less, to the point of beginning on the centre line of Route 90.

The above described piece or parcel of land containing approximately 3013 hectares, more or less.

All bearings and coordinates being referenced to NAD 1983 (CSRS) MTM Zone 1.

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**NEWFOUNDLAND AND LABRADOR  
REGULATION 64/19**

*Interim Development Regulations, 2003 (Amendment)*  
under the  
*Urban and Rural Planning Act, 2000*

*(Filed September 27, 2019)*

Under the authority of section 34 of the *Urban and Rural Planning Act, 2000*, I make the following regulations.

Dated at St. John's, September 16, 2019.

Derrick Bragg  
Minister of Municipal Affairs and Environment

**REGULATIONS**

*Analysis*

1. Sch. R&S

NLR 137/03  
as amended

**1. The Schedule to the *Interim Development Regulations, 2003* is repealed and the following substituted:**

**Schedule**

Appleton Municipal Planning Area

Bryant's Cove Municipal Planning Area

Campbellton Municipal Planning Area

Cox's Cove Municipal Planning Area

Embree Municipal Planning Area

Gillams Municipal Planning Area

Happy Adventure Municipal Planning Area

Indian Bay Municipal Planning Area

Lawn Municipal Planning Area

Meadows Municipal Planning Area

Port au Port West-Aguathuna-Felix Cove Municipal Planning Area

Roddickton-Bide Arm Municipal Planning Area Schedule B

Salmon Cove Municipal Planning Area

Salvage Municipal Planning Area

St. Jacques-Coombs Cove Municipal Planning Area - area added  
by *St. Jacques-Coombs Cove Municipal Planning Area (Amendment)*,  
NLR 5/17, only

St. Joseph's Municipal Planning Area

Trinity Bay North Municipal Planning Area

York Harbour Municipal Planning Area

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## Index

### PART I

|   |     |
|---|-----|
| Corporations Act, – Notice .....                  | 333 |
| Lands Act – Notice.....                           | 346 |
| Urban and Rural Planning Act, 2000 – Notice ..... | 346 |

### PART II

#### CONTINUING INDEX OF SUBORDINATE LEGISLATION

| <b>Title of Act and Subordinate Legislation made thereunder</b>  | <b>CNLR or NL Reg.</b> | <b>Amendment</b>                 | <b>NL Gazette Date &amp; Page No.</b> |
|--|------------------------|----------------------------------|---------------------------------------|
| <b>Automobile Insurance Act</b>  |                        |                                  |                                       |
| Automobile Insurance Regulations, 2019<br>(In force January 1, 2020)   | NLR 56/19              | R&S<br>NLR 81/04                 | Sep 27/19 p. 333                      |
| Fault Determination Regulations<br>(In force January 1, 2020)  | NLR 57/19              | New                              | Sep 27/19 p. 347                      |
| <b>City of Mount Pearl Act and the Urban and Rural Planning Act, 2000</b>  |                        |                                  |                                       |
| City of Mount Pearl Violation Notice Regulations (Amdt)  | NLR 58/19              | Amends<br>NLR 79/07<br>S.3 Amdt. | Sep 27/19 p. 369                      |
| <b>Insurance Companies Act</b>   |                        |                                  |                                       |
| Automobile Insurance Prohibited Underwriting Regulations<br>(Amendment)<br>(In force January 1, 2020)                | NLR 59/19              | Amends<br>NLR 80/04<br>S.3 Amdt. | Sep 27/19 p. 371                      |
| <b>Municipalities Act, 1999</b>  |                        |                                  |                                       |
| Local Service District of Burnt Point-Gull Island-Northern Bay Disestablishment Order<br>(In force October 15, 2019) | NLR 60/19              | Repeals<br>NLR 133/03            | Sep 27/19 p. 373                      |
| Appleton Municipal Planning Area   | 61/19                  | New                              | Sep 27/19 p. 375                      |
| Bryant's Cove Municipal Planning Area  | 62/19                  | New                              | Sep 27/19 p. 379                      |
| St. Joseph's Municipal Planning Area   | 63/19                  | New                              | Sep 27/19 p. 381                      |
| Interim Development Regulations, 2003 (Amendment)  | 64/19                  | Amends<br>NLR 137/03<br>Sch. R&S | Sep 27/19 p. 383                      |

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