

Royal



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Errata

Volume 26, No. 26 dated December 27, 2002, contains lettering errors on page 494. Section 1, clauses (e) to (g) should have been lettered (a) to (c) and the clause added after clause (c) should have been lettered (d) instead of (h).

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N.S. Reg. 153/2002

Made: December 17, 2002

Filed: December 19, 2002

Board Public Passenger Motor Carrier Act Regulations;
 Governor in Council Public Passenger Motor Carrier Act Regulations;
 Motor Carrier Fees Regulations

Order in Council 2002-571 dated December 17, 2002

Regulations and amendments to regulations approved and made by the Governor in Council pursuant to subsections 26(1) and 36(4) and clause 27(1)(d) of the *Motor Carrier Act*

The Governor in Council on the report and recommendation of the Minister of Justice dated November 12, 2002, is pleased to, effective on and after January 1, 2003,

- (a) pursuant to clause 27(1)(d) and subsection 36(4) of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the *Motor Carrier Act*, approve the making by the Nova Scotia Utility and Review Board of amendments to the *Board Public Passenger Motor Carrier Act Regulations* approved by Order in Council 92-1257 dated December 22, 1992, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation;
- (b) pursuant to subsection 27(3) of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the *Motor Carrier Act*, amend the *Governor in Council Public Passenger Motor Carrier Act Regulations* made by the Governor in Council by Order in Council 92-1258 dated December 22, 1992, in the manner set forth in Schedule "B" attached to and forming part of the report and recommendation; and
- (c) pursuant to subsection 26(1) of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the *Motor Carrier Act*,
 - (i) repeal the regulations respecting fees payable by motor carriers made by the Governor in Council by Order in Council 92-1116 dated November 17, 1992, and
 - (ii) make new regulations respecting fees payable by motor carriers in the form set forth in Schedule "C" attached to and forming part of the report and recommendation.

Schedule "A"**ORDER****NSUARB**

**NOVA SCOTIA UTILITY AND REVIEW BOARD
 IN THE MATTER OF THE MOTOR CARRIER ACT**

- and -

**IN THE MATTER OF A MOTION TO AMEND THE BOARD PUBLIC PASSENGER
 MOTOR CARRIER ACT REGULATIONS**

BEFORE: John A. Morash, C.A., Chair
 Margaret A. M. Shears, Vice-chair
 John L. Harris, Q.C.
 Wayne D. Cockrane, Q.C.
 David J. Almon

ORDER

The Nova Scotia Utility and Review Board at a meeting of the Board held on October 31, 2002, passed a motion, pursuant to **clause 27(1)(d)** and **subsection 36(4)** of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the *Motor Carrier Act*, to amend the *Board Public Passenger Motor Carrier Act Regulations* made by the Board on December 14, 1992, and approved by the Governor in Council by Order in Council 92-1257 dated December 22, 1992, in the manner attached to and forming part of this Order.

DATED at Halifax, Nova Scotia, this 31st day of October, 2002.

Sgd. *Nancy McNeil*
Nancy McNeil, Clerk of the Board

Amendments to the *Board Public Passenger Motor Carrier Act Regulations* made by the Nova Scotia Utility and Review Board pursuant to clause 27(1)(d) and subsection 36(4) of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the *Motor Carrier Act*

1 The *Board Public Passenger Motor Carrier Act Regulations* made by the Nova Scotia Utility and Review Board on December 14, 1992, and approved by the Governor in Council by Order in Council 92-1257 dated December 22, 1992, are amended by repealing Section 2 and substituting the following Section:

2 In these regulations,

- (a) "Act" means the *Motor Carrier Act*;
- (b) "applicant" means any person presenting to or filing an application with the Board or causing an application to be so presented or filed on the person's behalf and includes a petitioner or complainant;
- (c) "application" includes a petition or complaint originating any proceeding, matter or thing before the Board;
- (d) "AS" means American Standard;
- (e) "Board" means the Board as defined in the Act;
- (f) "C.C.M.T.A" means the Canadian Council of Motor Transport Administrators;
- (g) "CGA" means the Compressed Gas Association;
- (h) "Clerk" means the Clerk of the Board;
- (i) "CMVSS" means a Canada Motor Vehicle Safety Standard prescribed by the MVSR;
- (j) "commercial van" means a public passenger vehicle that has a seating capacity of 8 passengers or less excluding the driver, and that provides a
 - (i) daily, weekly, or other regular service, or
 - (ii) charter or tour servicethat enters or departs any municipality, but, for greater certainty, does not include a commuter van, courtesy van or taxicab;
- (k) "commercial van license" means a license issued by the Board pursuant to subsection 42B(2) to the owner or operator of a commercial van, allowing the holder to operate the commercial van;
- (l) "commuter van" means a motor vehicle that
 - (i) has a seating capacity of 8 passengers or less excluding the driver,
 - (ii) is not operated for gain, and
 - (iii) is used for the transportation of passengers from their residences to their places of work or study and return,

and, for greater certainty, includes a motor vehicle whose passengers may contribute to the payment of out-of-pocket expenses incurred in its operation;

- (m) “convertible vehicle” means a motor vehicle designed or constructed with a roof that is completely or partially retractable or removable, and does not conform to MVSR roof intrusion protection provisions applicable to vehicles subject to the provisions;
- (n) “courtesy van” means a motor vehicle that has a seating capacity of 8 passengers or less excluding the driver, and that is operated to provide a service for which a passenger is not charged any service charge, directly or indirectly;
- (o) “CSA” means the Canadian Standards Association;
- (p) “driver” means the person driving or in charge of a vehicle, and for the purpose of Sections 42B to 42G, means the driver of a commercial van;
- (q) “GVWR” means the manufacturer’s gross weight rating for a vehicle;
- (r) “motor vehicle” means a motor vehicle as defined in the Act;
- (s) “multipurpose passenger vehicle” means a vehicle
 - (i) having a designated seating capacity of 10 or less, that is constructed either on a truck-chassis or with special features for occasional off-road operation, but does not include an air cushion vehicle, all-terrain vehicle, golf-cart, passenger car or truck, and
 - (ii) that is designated as a multipurpose passenger vehicle under CMVSS;
- (t) “municipality” means a regional municipality, town, or county or district municipality;
- (u) “MVSR” means the Motor Vehicle Safety Regulations made pursuant to the *Motor Vehicle Safety Act* (Canada);
- (v) “owner or operator”, for the purpose of Sections 42B to 42H, means a person who owns, leases or is responsible for the operation of a commercial van;
- (w) “parcel express” means any freight accepted for shipment and transported by public passenger vehicle between points on designated routes;
- (x) “parent” for the purposes of clause 42A(2)(a) and clause 51A(d), means the
 - (i) parent,
 - (ii) guardian, or
 - (iii) custodian, by written agreement or court order,of a school pupil;
- (y) “passenger car” means a vehicle
 - (i) having a designated seating capacity of 10 or less, but does not include an all-terrain vehicle, competition car, multipurpose passenger vehicle, antique reproduction vehicle, motor cycle, truck or trailer, and
 - (ii) that is designated as a passenger car under CMVSS;
- (z) “person with a physical disability” means a person who, because of a mobility impairment, requires the use of a special transit facility;
- (aa) “physically disabled school pupil” means a school pupil who is a person with a physical disability;
- (ab) “rental van” means a commercial van that

- (i) has travelled less than 50 000 km,
 - (ii) is less than 1 year old from the date of purchase from the manufacturer, and
 - (iii) is leased from a recognized leasing company for a term
 - (A) of no more than 30 days, and
 - (B) commencing at least 7 days from the expiration date of any previous term of lease of the commercial van;
- (ac) “special transit facility” means a public passenger vehicle designed and manufactured or converted for the purpose of transporting persons with physical disabilities;
- (ad) “taxicab” means a public passenger vehicle that has a seating capacity of 8 passengers or less excluding the driver, and that is operated
- (i) within a municipality; or
 - (ii) under hire on single contracts for the conveyance of passengers with or without baggage for one trip or one trip and return, from any point within the Province to a destination also within the Province,
- and that is not operated to provide a regular service; and
- (ae) “truck” means a motor vehicle
- (i) having a designated seating capacity of 10 passengers or less, that is designed primarily for the transportation of property or equipment, but does not include a chassis cab, crawler-mounted vehicle, trailer, work vehicle or a vehicle designed for operation exclusively off the public highway, and
 - (ii) that is designated as a truck under CMVSS.

2 The regulations are further amended by repealing clause 20(1)(n) and substituting the following clause:

- (n) a unitized first aid kit packed in a sturdy, dust-proof, removable container made of metal, or plastic of comparable strength, containing
- (i) 1 safety oriented pocket guide
 - (ii) 1 record book
 - (iii) face masks (mouth to mouth, artificial respiration mask)
 - (iv) 4 pairs of rubber gloves
 - (v) 4 space blankets
 - (vi) 150 individually wrapped 25 x 75 mm (1 x 3 in.) adhesive dressings
 - (vii) eight 50 mm (2 in.) compress dressings
 - (viii) six 100 mm (4 in.) compress dressings
 - (ix) 2 gauze eye pads
 - (x) 1 eye shield
 - (xi) three 4-ply gauze dressings, a minimum of 914 x 914 mm (36 x 36 in.) square
 - (xii) two 50 mm x 5.5 m (2 in. x 6 yd.) gauze bandages
 - (xiii) 1 packet of 25 mm x 4.6 m (1 in. x 5 yd.)
 - (xiv) adhesive tape
 - (xv) 6 triangular bandages
 - (xvi) 1 rolled metal splint 70 x 610 mm (2 3/4 x 24 in.) splint paddings
 - (xvii) 1 pair of sliver tweezers
 - (xviii) 1 pair of 152.4 mm (6 in.) scissors
 - (xix) twelve 50 mm (2 in.) safety pins
 - (xx) seat belt cutter
 - (xxi) 1 pencil
 - (xxii) 1 marked plastic bag for disposal of bio-hazardous waste
 - (xxiii) at least the following antiseptics:
 - (A) disinfectant in the form of

- (I) 100 ml (3.5 oz.) bottle of an adequate antiseptic, or
 - (II) individually wrapped towellettes with an adequate antiseptic, and
- (B) 24 hand cleaners

and mounted in a location readily accessible to the driver and in view of the driver unless plainly marked.

3 The regulations are further amended by adding the following Sections immediately after Section 42A:

Commercial van license

42B (1) No person, either as principal or by an agent or employee, shall operate a commercial van upon a highway within the Province without holding a commercial van license.

- (2) The Board shall issue a commercial van license to a person who
 - (a) submits a completed application for a commercial van license, which may be in Form L, to the Board;
 - (b) satisfies the Board that the person, and the commercial vans owned or operated by the person, meet the requirements of Sections 42C to 42H, including insurance and safety requirements; and
 - (c) pays the fee to operate a commercial van as prescribed in the regulations respecting fees payable by motor carriers approved by the Governor in Council pursuant to subsection 26(1) of the Act.
- (3) A commercial van license holder shall notify the Board of any proposed change in the information provided by the holder to the Board in the application referred to in clause 2(a), at least 15 days prior to the change being made.
- (4) Upon application by a commercial van license holder in the manner prescribed by the Board, the Board may amend a commercial van license respecting
 - (a) the number of vehicles; or
 - (b) any change in the structure or organization of the holder, where the holder is an entity other than an individual.
- (5) The Board may, at any time, suspend or cancel a commercial van license for non-compliance with the requirements of Sections 42C to 42H, after a hearing upon such notice as the Board may direct.
- (6) A commercial van license holder shall not operate a commercial van at any time that the holder does not meet the requirements of Sections 42C to 42H.
- (7) No commercial van license shall be sold, assigned, leased or transferred except with the approval of the Board.
- (8) No person, either as principal or by an agent or employee, shall operate any commercial van after the commercial van license issued to the person has been cancelled, or during any period of suspension of the commercial van license pursuant to subsection (5).

Operational and equipment requirements - owner or operator of a commercial van

42C (1) An owner or operator shall

- (a) maintain insurance in accordance with Section 25 of the Act and Section 18;
- (b) submit the commercial van for inspection and testing by an inspector

- (i) semi-annually in accordance with the C.C.M.T.A. Bus Vehicle Safety Inspection Program, Inspection Methods and Standards, published January 1993, and
 - (ii) at any other time requested by an inspector,
- and shall provide such facilities and assistance as the inspector considers necessary;
- (c) equip the commercial van with
 - (i) a portable fire extinguisher in accordance with clause 20(1)(a),
 - (ii) a unitized first aid kit in accordance with clause 20(1)(n), and
 - (iii) not fewer than 3 triangular reflectors in accordance with clause 20(1)(p);
 - (d) paint or otherwise firmly apply or attach to both sides of the commercial van, lettering not less than 75 mm (3 in.) high and in contrasting colours, showing the name and address of the owner or operator;
 - (e) post a legible notice in the commercial van, visible to all passengers, stating that seatbelts are required by law to be worn by passengers while travelling in a commercial van;
 - (f) post a legible notice in the commercial van, visible to all passengers, forbidding smoking in the commercial van;
 - (g) maintain the equipment, markings and notices prescribed in clauses (c) to (f) in accordance with the requirements of those clauses;
 - (h) ensure that a driver of the commercial van
 - (i) holds a Class 4 driver's license or higher class of license, in accordance with the *Motor Vehicle Act*,
 - (ii) supplies the owner or operator with a certified copy of the driver's abstract, prior to being employed by the owner or operator and annually thereafter; and
 - (i) retain the certified copy of the driver's abstract supplied pursuant to subclause (h)(ii) on file at the owner or operator's principal place of business for inspection by an inspector under the Act.
- (2) An owner or operator shall not permit any person to smoke in the commercial van.
- (3) No person shall smoke in a commercial van.
- (4) Where an inspector considers it necessary, the inspector may make any reasonable request of an owner or operator or its representative for assistance in fulfilling the inspector's duties pursuant to these regulations and the owner or operator or its representative shall comply with the request.
- (5) An owner or operator shall not carry or permit a driver of the commercial van to carry in the commercial van
- (a) baggage or parcel express that would cause discomfort or inconvenience to passengers or interfere with the safe operation of the vehicle; or
 - (b) explosives, inflammable substances or any other dangerous articles except for gasoline or other fuel that is used for the locomotive power of the vehicle and is carried in a tank of the vehicle.
- (6) It is a condition of every commercial van license that the commercial van license holder shall allow an inspector to carry out inspections and examinations of the records, books or

- documents required pursuant to this Section and Sections 42D to 42H respecting any vehicle or place to which the license relates.
- (7) An owner or operator shall ensure that the records, books or documents required pursuant to this Section and Sections 42D to 42H are readily available for inspection upon request by an inspector.
 - (8) An owner or operator shall, at the request of an inspector, produce for inspection any records, books or documents required pursuant to this Section and Sections 42D to 42H.
 - (9) An inspector may, for the purpose of ensuring compliance with this Section and Sections 42D to 42H and any Order made pursuant to those Sections,
 - (a) inspect, examine and investigate any records, books or documents required by those Sections and remove them temporarily for the purpose of making copies; and
 - (b) make any examination, investigation or inquiry that the inspector considers necessary to ascertain whether there is compliance with those Sections.
 - (10) An owner or operator shall, when requested by an inspector to act pursuant to these regulations, give the inspector all reasonable assistance within its power to enable the inspector to carry out the inspector's duties.
 - (11) Nothing in this Section and Sections 42D to 42H precludes or exempts an owner or operator from compliance with or performance of any other mandatory inspection required by any other Act or regulations.
 - (12) An owner or operator shall ensure that a driver of the commercial van does not permit more passengers to be transported in the commercial van than are allowed by the manufacturer's designated seating capacity or otherwise as may be established by law.
 - (13) Despite Sections 42B to 42H, subclause (1)(b)(i) and subsection 42E(1) do not apply to an owner or operator who leases a rental van.
 - (14) In addition to the record-keeping requirements in Sections 42B to 42H, an owner or operator that leases a rental van shall ensure that the driver of the rental van keeps a copy of the lease agreement in the driver's possession at all times while operating the rental van.

Daily inspection requirements and reporting requirements for commercial vans

- 42D** (1) An owner or operator shall ensure that the driver of the commercial van inspects the commercial van or causes it to be inspected daily prior to its first trip of the day.
- (2) Where a trip is a continuous trip involving more than one day, the daily inspection shall take place no later than the first rest stop of each subsequent day.
 - (3) An inspection pursuant to subsection (1) shall include an inspection in accordance with Schedules I and II of Appendix "A".
 - (4) An owner or operator shall ensure that the person who inspects a commercial van pursuant to subsection (1) or (2) records, immediately upon completion of the inspection, in an inspection report, which shall be completed in duplicate, any safety-related defects in the items referred to in Schedules I and II of Appendix "A", and if none, indicates so in the report.
 - (5) An inspection report required by subsection (4) shall include the following components:
 - (a) the name of the owner or operator of the commercial van;
 - (b) the make of the commercial van;
 - (c) the number plate or unit number of the commercial van;

- (d) a list of the items to be inspected as set out in Schedules I and II of Appendix "A"; and
 - (e) a remarks section.
- (6) In addition to any defects noted in an inspection required by subsection (1) or (2), the owner or operator shall ensure that the driver of the commercial van, during or at the end of the day of the inspection, records in the remarks section of the inspection report required by subsection (4) any defects the driver observed while in charge of the vehicle during that day.
- (7) Prior to operating a commercial van, an owner or operator or its agent shall effect repair of any defects listed in the inspection report for that commercial van that would be likely to affect the safe operation of the vehicle.
- (8) An owner or operator shall ensure that a driver of the commercial van does not operate the commercial van when any defects listed in the inspection report would be likely to affect the safe operation of the vehicle.
- (9) A person who repairs any defect in accordance with subsection (7) shall record in the appropriate inspection report the date on which the repair is completed and shall sign the entry in the report.

Inspection, repair and maintenance record requirements - owner or operator of a commercial van

42E (1) An owner or operator shall maintain or cause to be maintained for each commercial van under the owner or operator's control the following records:

- (a) an identification of the vehicle including company number, if the vehicle is so marked, make, model, plate number, vehicle identification number, year and tire size, and, if the vehicle is not owned by the owner or operator, the name of the person furnishing the vehicle;
 - (b) a means to indicate the nature and the due date of the various inspections and maintenance operations to be performed;
 - (c) a record of each inspection, repair, lubrication and maintenance operation including the nature of the inspection, repair, lubrication or maintenance, the date on which it occurred and the odometer reading on the date; and
 - (d) a record of any modification involving axles or suspensions that affects a manufacturer's gross vehicle weight rating or gross axle weight rating.
- (2) An owner or operator shall keep at the owner or operator's principal place of business the daily inspection report referred to in subsection 42D(5), as completed by the driver, for a period of 3 months from the date on which the report is completed.

Hours of work requirements - owner or operator of a commercial van

42F (1) In this Section,

- (a) "adverse driving conditions" means conditions that adversely affect the driving of a commercial van and includes snow, sleet, ice and fog conditions and any other unfavourable atmospheric, road or driving conditions, none of which were apparent or known by the driver or the dispatcher on the basis of existing information at the commencement of the trip;
- (b) "daily log" means a daily record that covers a 24-hour period and provides the information required to be kept pursuant to subsections 42G(3) and (4), and includes mechanical or electronic records for that period produced by a device permitted under subsection 42G(10);
- (c) "driving" means at the controls of a commercial van being driven on a highway;

- (d) “duty status” means, in respect of a driver, any of the following:
- (i) off duty,
 - (ii) driving, or
 - (iii) on duty, other than driving;
- (e) “out of service” means the status of a driver with respect to whom an inspector makes a declaration pursuant to subsection (12); and
- (f) “24-hour period” means a period of any 24 consecutive hours beginning at the time designated by the owner or operator for the terminal from which a driver who is employed by the owner or operator is normally dispatched.
- (2)** Any reference in this Section to a number of consecutive days means a number of consecutive days commencing at the beginning of any 24-hour period.
- (3)** The hours on duty of a driver include the time spent by the driver
- (a) inspecting, servicing, repairing, conditioning or starting a commercial van;
 - (b) driving a commercial van;
 - (c) travelling as a co-driver;
 - (d) participating in the loading or unloading of a commercial van;
 - (e) inspecting or checking the load of a commercial van;
 - (f) waiting, at the request of the owner or operator, for the driver's commercial van to be serviced, loaded or unloaded;
 - (g) waiting for the driver's commercial van or load to be checked by an inspector or police officer;
 - (h) travelling as a passenger in a motor vehicle, at the request of the owner or operator, to a work assignment that will begin before the driver has had 8 consecutive hours off duty;
 - (i) waiting at an en route point because of an accident or other unplanned event; or
 - (j) performing any other work in the capacity of or employ of an owner or operator or any other work for the purpose of gain.
- (4)** Subject to subsections (6), (7) and (9), an owner or operator shall not permit a driver of the commercial van to drive
- (a) more than 13 hours following at least 8 consecutive hours off duty;
 - (b) after completing 15 hours on duty following at least 8 consecutive hours off duty;
 - (c) after completing 60 hours on duty during any period of 7 consecutive days;
 - (d) after completing 70 hours on duty during any period of 8 consecutive days; or
 - (e) after completing 120 hours on duty during any period of 14 consecutive days.
- (5)** During the 14-day period referred to in clause (4)(e), an owner or operator shall ensure that a driver of the commercial van is off duty for a minimum 24-hour period prior to accumulating 75 hours on duty.
- (6)** Once in every 7 consecutive days, a driver’s hours off duty immediately prior to driving may be reduced to not less than 4 consecutive hours if the total number of hours off duty prior to commencing the next period is not less than 8 hours plus the number of hours by which the driver's hours off duty was reduced.

- (7) The number of occasions during any period of 7 days when the driver does not have at least 8 consecutive hours off duty prior to driving shall not exceed one.
- (8) Despite subsection (6), where an inspector is of the opinion that a reduction in the number of hours off-duty permitted by subsection (6) is jeopardizing or likely to jeopardize the safety or health of a driver, the inspector may direct that the driver have a specified number of hours off-duty immediately prior to driving.
- (9) The Board may, upon application in writing by an owner or operator, issue a permit extending any of the limitations set out in subsection (4) and the permit shall have effect for a period not exceeding 1 year.
- (10) In issuing a permit under subsection (9), the Board may
 - (a) consider any factors it considers relevant; and
 - (b) impose such conditions as it considers necessary to ensure that the issue of the permit will not jeopardize the safety or health of any person.
- (11) The Board may, for cause, suspend a permit issued under subsection (9).
- (12) An inspector may declare a driver to be out of service if the inspector finds that the driver has violated any of the limits set forth in these regulations with respect to driving time or hours on duty, and the inspector shall immediately notify the driver and the owner or operator of the declaration.
- (13) No owner or operator may permit a driver whom an inspector has declared to be out of service pursuant to subsection (12) to drive any commercial van until the requirements of this Section are met to the satisfaction of the inspector.

Daily log requirements - owner or operator of a commercial van**42G (1)** In this Section,

- (a) “automatic on-board recording device” means any electric, electronic or electro-mechanical device capable of recording a driver's duty status hours accurately and automatically;
 - (b) “home terminal” means the place of business of an owner or operator where a driver who is employed by the owner or operator normally reports for work.
- (2) An owner or operator shall ensure that, unless exempted pursuant to subsection (8), a driver of the commercial van maintains a daily log in duplicate for each 24-hour period.
 - (3) The daily log required by subsection (1) shall include the following information:
 - (a) date;
 - (b) driver's name;
 - (c) odometer reading;
 - (d) total distance driven per 24-hour period;
 - (e) commercial van number plate or unit number;
 - (f) name of owner or operator;
 - (g) signature of driver;
 - (h) name of co-driver;
 - (i) 24-hour period starting time, if different from midnight;
 - (j) main office address for each owner or operator; and
 - (k) total hours spent in each duty status, for greater certainty including any hours of work required to be recorded pursuant to another enactment.

- (4) An owner or operator shall ensure that a driver of the commercial van incorporates a graph grid in the form set out in Appendix "B" into the driver's handwritten daily log and completes the graph grid in accordance with the following procedures:
- (a) a continuous line shall be drawn between the appropriate time markers for each 24-hour period, recording the periods of time when the driver is off duty, on duty not driving, and driving;
 - (b) the name of the municipality, city, town, village or highway location and province or state where each change of duty status occurs shall be recorded; and
 - (c) the total hours spent in each duty status shall be entered to the right of the graph grid and the total of the entries shall equal 24 hours.
- (5) An owner or operator shall ensure that if a driver of the commercial van is issued fuel receipts, bills of lading, charter documents and accommodation receipts during a trip, the driver retains them and produces them for inspection on the demand of an inspector.
- (6) No owner or operator shall operate, or permit a driver of the commercial van to drive, the commercial van unless the driver has in the driver's possession
- (a) copies of
 - (i) the driver's daily logs for the preceding 7 consecutive days, or
 - (ii) if operating in compliance with clause 42F(4)(e), copies of the driver's daily logs for the previous 14 consecutive days; and
 - (b) the driver's current daily log completed to the time at which the last change in duty status occurred.
- (7) An owner or operator shall ensure that a driver of the commercial van enters into a daily log the information set out in subsection (3), except for clauses (d) and (k), prior to the commencement of driving on the day to which the log applies, and the information in clauses (d) and (k) on completion of work for that day.
- (8) Subject to subsection (9), a driver shall be exempt from maintaining a daily log while driving a commercial van not travelling beyond a radius of 160 km (100 mi.) from the location at which the driver reports to work if the driver returns to that location and is released from work within 15 hours and the owner or operator maintains and retains for a period of 6 months accurate records of the following:
- (a) the time the driver reports for work each day;
 - (b) the total number of hours the driver is on duty each day; and
 - (c) the time the driver is released from duty each day.
- (9) An owner or operator shall ensure that a driver employed by the owner or operator who is normally exempt under subsection (8) from maintaining a daily log shall, when the driver is driving a commercial van in circumstances where the driver is required to make a daily log, enter in the log the total hours on duty for the period of 7 consecutive days preceding the day on which the driver is required to make a daily log.
- (10) An owner or operator may permit a driver of the commercial van to use an automatic on-board recording device to record the driver's hours of work if
- (a) the driver has in the driver's possession true copies of the driver's daily logs for the preceding 7, 8 or 14 consecutive days, as applicable, which logs may consist of information stored in and retrievable from the automatic on-board recording device, handwritten or computer-generated logs or any combination thereof;

- (b) the device is capable of displaying
 - (i) hours of driving and hours on duty for each day the device is being used,
 - (ii) available on-duty hours remaining in the 7, 8 or 14 consecutive days, as applicable, or total hours on duty accumulated for the 7, 8 or 14 consecutive days, as applicable, and
 - (iii) the sequential changes in duty status and the times the changes occur for each day the device is being used;
 - (c) the driver is capable of preparing a daily log containing the information required under subsection (3) from the device for each day of the 7, 8 or 14 consecutive days, as applicable;
 - (d) the device automatically records time and movement for the commercial van;
 - (e) all hard copies of the daily logs are signed by the driver certifying the information to be true and correct; and
 - (f) daily log forms are available in the commercial van for the driver's use in preparing daily logs.
- (11)** An owner or operator shall ensure that a driver of the commercial van shall, within 20 days of working as a commercial van driver for that owner or operator,
- (a) if the driver worked for only that owner or operator, forward the original of each daily log for the period worked to the driver's home terminal or to the principal place of business of that owner or operator; or
 - (b) if the driver worked for more than one owner or operator, forward the original of each daily log for the period worked to the driver's home terminal or to the principal place of business of the owner or operator for whom the driver worked the greatest number of hours, and a copy of each daily log for the period worked to each additional owner or operator for whom the driver worked.
- (12)** An owner or operator shall ensure that a driver of the commercial van who works for more than one owner or operator during a 24-hour period shall, at the end of each 24-hour period worked, forward as soon as practicable to each of the owners or operators for whom the driver worked that 24-hour period a copy of the driver's daily log.
- (13)** An owner or operator shall ensure that all daily logs and supporting documentation are kept for a period of not less than 6 months and are readily available for inspection upon request by an inspector at the owner or operator's principal place of business.
- (14)** Daily logs kept pursuant to subsection (13) may be retained at the home terminal of the driver who submitted them for not more than 30 days and shall then be forwarded for retention to the owner or operator's principal place of business.
- (15)** No owner or operator shall falsify a daily log or any information that is stored in an automatic on-board recording device, or request, require or permit the daily log or the information to be falsified, nor shall an owner or operator falsify any supporting documents or other information required by this Section.
- (16)** For the purpose of compliance with this Section, an owner or operator shall only permit a driver of the commercial van to maintain one daily log in respect of a day, whether or not a daily log or part of a daily log is required to be maintained pursuant to another enactment.

Inspection, repair and maintenance standards - owner or operator of a commercial van

- 42H (1)** An owner or operator shall systematically inspect, repair and maintain or cause to be systematically inspected, repaired and maintained all commercial vans subject to its control and shall ensure that
- (a) parts and accessories are in safe and proper operating condition at all times and comply with the Commercial Van Component Performance Standards set forth in Appendix "C" and any applicable standards under the *Motor Vehicle Act*;
 - (b) replacement parts are
 - (i) designed for the particular application for which they are used,
 - (ii) properly installed, and
 - (iii) where practical, certified by a recognized standards testing organization; and
 - (c) each commercial van is
 - (i) properly lubricated in a manner that as a minimum conforms with the manufacturer's recommended frequency and procedure, and
 - (ii) free of oil and grease leaks.
- (2)** Every owner or operator shall retain all records required under this Section at the owner or operator's principal place of business for a period of 2 years, and for records relating to a vehicle that has left the owner or operator's control, for a period of 6 months after the vehicle has left the owner or operator's control.

4 Clause 51(b) of the regulations is repealed and the following clause is substituted:

- (b) a public passenger vehicle, other than a school bus or a commercial van, that has a seating capacity of 8 passengers or less excluding the driver.

5 The regulations are further amended by adding the following Section immediately after Section 51A:

51B A commercial van is exempt from the Act and the regulations made under the Act except for

- (a) Sections 42B to 42H;
- (b) the provisions of the *Governor in Council Public Passenger Motor Carrier Act Regulations* respecting commercial vans;
- (c) the provisions of the regulations respecting fees payable by motor carriers made by the Governor in Council pursuant to subsection 26(1) of the Act; and
- (d) Sections 32 to 38 of the Act.

6 The regulations are further amended by adding

- (a) Appendixes "A" to "C", in the form attached, immediately before Appendix "X"; and
- (b) Form L, in the form attached, immediately after Form K.

Appendix "A"
Daily Inspections

Schedule I - Outside Inspection

The outside of the commercial van shall be inspected to ensure that

- (a) all lights and reflectors are equipped and functioning as required under the *Motor Vehicle Act* and the regulations made thereunder;

- (b) wheels and fasteners are free of wheel or rim cracks and defective lock rings, and there are no loose or missing fasteners;
- (c) tires have a minimum tread depth of 3.175 mm (4/32 in.), there are no flats, noticeable leaks, visible bumps or bulges, bias and radial tires are not together on same axle, and no tire has contact with any part of the vehicle or any other tire;
- (d) the fuel system has no visible leak at any point, there are no missing tank filler caps, and its fuel tank is securely mounted;
- (e) the exhaust system has no audible leaks, missing or loose components, or insecure mountings;
- (f) the suspension, springs, air bags and controlling attachments are free of any
 - (i) cracked, broken, loose or missing axle positioning or fastening parts,
 - (ii) broken or missing spring leaves,
 - (iii) broken coil springs, or
 - (iv) deflated air suspension due to system failure;
- (g) the hydraulic brake fluid is at the correct level and is not visibly leaking;
- (h) the power steering fluid is at the correct level and is not visibly leaking; and
- (i) the mirrors are as required by the *Motor Vehicle Act* and the regulations made thereunder, and are in good condition and able to be adjusted as intended.

Schedule II - Inside Inspection

The inside of the commercial van shall be inspected to ensure that

- (a) the steering wheel is free of excessive play and looseness;
- (b) the brake pedal reserve is adequate and there is no fade;
- (c) the brake booster functions as intended;
- (d) the brake failure warning light functions as intended;
- (e) the brake air pressure or vacuum gauge functions as intended and there is adequate reserve;
- (f) the low pressure or low vacuum warning signal functions as intended;
- (g) the windshield washers and wipers function as intended;
- (h) the windshield and windows afford the driver a clear view;
- (i) the mirrors are in good condition and able to be adjusted as intended;
- (j) the defroster and heater function as intended;
- (k) the horn functions as intended;
- (l) the driver and passenger seat belts and seat security function as intended;
- (m) the parking brake is adequate to hold the vehicle in a parked position on any grade; and
- (n) the emergency equipment as required by clause 42C(1)(c) is in place.

Appendix "B" Graph Grid

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									
2: SLEEPER BERTH																									
3: DRIVING																									
4: ON DUTY (NOT DRIVING)																									
REMARKS																									

Appendix "C" Commercial Van Component Performance Standards

General

1 Body, sheet metal and equipment:

- (a) no bumper, fender or mudguard shall have been removed;
- (b) each bumper shall be securely mounted;
- (c) each mud flap, where applicable, shall be in position;
- (d) no bumper, fender, molding or other part shall have a broken, bent or sharp edge that protrudes so as to present a hazard to persons or vehicles;
- (e) no hood latch shall be missing or fail to hold the hood closed and no safety catch, in the case of a front opening hood, shall be missing or inoperative;
- (f) the floor and step well covering shall not be cracked, curled, loose or worn so as to present a tripping hazard;
- (g) each stanchion, grab handle, guard rail and guard panel shall be securely mounted and no fastening part shall be missing;
- (h) where originally installed by the manufacturer, no energy-absorbing material shall be missing from stanchions and guard rails or from the tops or sides of seat backs;
- (i) every occupant seat shall be securely mounted and shall maintain its position and adjustment;
- (j) where seat belts are required under the provisions of the *Motor Vehicle Safety Act* (Canada), no seat belt assembly or anchorage shall have been removed, rendered partly or wholly inoperative or modified so as to reduce their effectiveness;
- (k) if fitted with a seat belt assembly or assemblies, each belt anchorage shall be secure, each buckle

and retractor shall operate as intended, and no belt webbing shall have damage apparent on visual inspection that would reduce its effectiveness;

- (l) if fitted, a driver's sun visor shall function as intended;
- (m) in the case of a commercial van other than a special transit facility or a bus used for the purpose of transporting prisoners or other persons held in custody, an emergency exit
 - (i) consisting of a door, to which there shall be a clear passageway, shall
 - (A) be located on an alternate side to the entrance of the vehicle,
 - (B) have a release mechanism that, when actuated, functions from inside the vehicle as well as from outside the vehicle, where fitted with outside release, and
 - (C) open freely and close securely,
 - (ii) consisting of a hinged push-out window shall be manually tested to ensure that it opens outward when the release mechanism is actuated, and adequate direction for its use shall be displayed on or adjacent to it, or
 - (iii) consisting of a roof hatch shall open outward when the release mechanism is actuated and a reasonable amount of manual force is applied, and adequate direction for its use shall be displayed on or adjacent to it,

and the emergency exit's audible or visible warning device, if originally fitted, shall function properly;

- (n) each overhead package shelf, if fitted, shall be securely mounted and shall not have any broken, missing, excessively worn or excessively stretched package retaining components;
- (o) in the case of a commercial van that is a special transit facility,
 - (i) if fitted with wheelchair securement devices, each device anchorage shall be secure, each component part shall operate as intended and no component part shall have damage apparent on visual inspection that would reduce its effectiveness,
 - (ii) if fitted with occupant restraint assemblies, each component part shall operate as intended and no component part shall have damage apparent on visual inspection that would reduce its effectiveness,
 - (iii) if fitted with occupant restraint assemblies anchored to the vehicle, each restraint assembly anchorage shall be secured,
 - (iv) all devices used to secure passenger access or emergency exit doors in the open position shall operate as intended and shall have no damage apparent on visual inspection that would reduce their effectiveness,
 - (v) if fitted with an emergency exit door, the door shall have no fixed obstructions blocking the passage of persons or, in the case of a vehicle used for the transportation of persons in wheelchairs, blocking the passage of wheelchairs, and the door release mechanism shall function from inside and outside the vehicle,
 - (vi) if fitted with a ramp or power lift, the means of attachment of the ramp or power lift to the vehicle shall be secure with no fastening parts missing and when the ramp or power lift is in the stored position it shall be secured by means other than a support or lug in the door in such a manner as to pose no potential hazard to occupants of the vehicle,
 - (vii) no plate, cover or energy-absorbing material required to protect persons from sharp edges or

corners shall be missing, worn or damaged so as to reduce its effectiveness,

(viii) as a minimum, the vehicle shall meet the requirements of CSA D409-92, Motor Vehicles for the Transportation of Persons with Physical Disabilities, as amended.

2 Occupant compartment door:

- (a) each occupant compartment door shall open freely when its release mechanism is actuated and shall close securely and the flexible material on closing edges, where originally fitted, shall not be missing or excessively loose or torn;
- (b) in the case of a vehicle having a separate exit door other than a door to be used only in an emergency,
 - (i) when the driver's door control is in the closed position and the exit door is fully closed, the door shall not open when a moderate amount of manual force is applied in an attempt to open it and the audible or visible warning device, if fitted, shall function properly,
 - (ii) when the driver's door control is in the position to open the exit door, the brake and accelerator interlock systems, if fitted, shall automatically apply the rear brakes and hold them in the applied position and the engine speed will be prevented from exceeding idle speed until the door control is moved to the closed position and the door has been closed, and
 - (iii) if the exit door is fitted with sensitive edges, when the door is not fully closed
 - (A) manual pressure applied to each sensitive edge shall cause the door to reopen,
 - (B) the audible or visual warning device, if fitted, shall function properly,
 - (C) the brake and accelerator interlock systems, if fitted, shall automatically apply the rear brakes and hold them in the applied position, and
 - (D) the engine speed shall be prevented from exceeding idle speed until the door control is moved to the closed position and the door has closed.

3 Exterior compartment door: each exterior compartment door shall

- (a) be securely attached to the body;
- (b) function properly; and
- (c) be equipped with a lock, latch or spring device that shall hold it closed.

4 Chassis frame, underbody and body mounts:

- (a) no chassis frame member or structural member of a unitized or monocoque body shall be visibly cracked or perforated by corrosion, or have loose or missing connecting fasteners that may degrade the safety of the vehicle or jeopardize its handling characteristics;
- (b) the underbody shall not be visibly perforated by rust or otherwise damaged or have any opening other than those intended by the manufacturer.

5 Drive shaft hanger brackets and guards:

- (a) no fasteners shall be missing, loose or damaged;
- (b) no drive shaft guard or hanger bracket shall be insecure or missing.

6 Mirrors:

- (a) no mirror prescribed by or under the *Motor Vehicle Act* shall be missing;

- (b) each mirror shall be securely mounted and maintain a set adjustment;
- (c) no mirror shall be cracked, broken or have any significant reduction in reflecting surface owing to deterioration of the silvering;
- (d) in the case of a vehicle where there is no rear window or where the view through the rear window is restricted in such a way as not to afford the driver a clear view to the rear of the vehicle, the outside rearview mirror or mirrors shall not be missing.

7 Windshield and windows:

- (a) where glass is used, there shall be no evidence of its being other than safety glass;
- (b) any manufacturer's marking
 - (i) on the windshield shall be AS1 or AS10,
 - (ii) on the side and rear windows at levels requisite for driving visibility shall be AS1, AS2, AS4, AS6, AS10 or AS11, and
 - (iii) on windows for standing passengers in interior partitions or in openings in the roof shall be AS1, AS2, AS3, AS4, AS5, AS6, AS7, AS10, AS11, AS12 or AS13;
- (c) no material that obstructs the driver's view of the highway or of an intersecting highway shall be fitted in the windshield opening or in a side window opening to the left or right of the driver's seat;
- (d) no material other than safety glass shall be used for a windshield;
- (e) no safety glass in the windshield or in any side window to the left or right of the driver's seat shall be scratched, cracked, clouded or fogged so as to materially impair vision;
- (f) no safety glass shall have exposed sharp edges or be missing in part;
- (g) banding on exposed edges of safety glass, if originally fitted, shall not be missing, loose or broken;
- (h) there shall be no star, stone chip or crack in the area of the windshield swept by the driver's wiper blade that may interfere with the driver's vision;
- (i) any window to the left of the driver's seat that is suitable for the purpose of permitting a signal by means of the hand or arm shall open readily.

8 Fuel system:

- (a) no mounting or attachment shall be missing or insecure;
- (b) no filler cap shall be missing or insecure;
- (c) no leakage shall occur at any point in the fuel system;
- (d) in addition to clauses (a) to (c), all pressurized fuel systems shall meet Canadian Gas Association (CGA) Standards.

9 Exhaust system (including manifolds):

- (a) no exhaust pipe, muffler or tail pipe shall be missing or insecurely mounted;
- (b) no leakage shall occur at any point in the exhaust system except through drain holes provided by the manufacturer;
- (c) no component shall be so located as to cause charring or other heat damage to any wiring, fuel line, brake line or combustible material of the vehicle;

- (d) no component shall pass through the occupant compartment;
- (e) no component shall be so located or unguarded that an individual may be burned by it on entering or leaving the vehicle;
- (f) no exhaust system shall be shortened or modified from original equipment so as to fail to direct the exhaust beyond the underbody of the occupant compartment or luggage compartment and in no case shall the distance between the outlet and periphery of the underbody past which it directs the exhaust exceed 15 cm.

Brakes

- 10 (1) Hydraulic, vacuum and air system components (including reservoirs, fittings, valves, supports, hose clamps, connections, air chambers, air cleaners, hoses and tubes):
- (a) with vacuum hydraulic or air boost systems fully charged there shall be no hydraulic or vacuum leak in the service brake system while the service brakes are fully applied or released;
 - (b) no hydraulic, air or vacuum hose or tube shall be abraded, restricted, crimped, cracked, broken, disconnected or be so located as to chafe against any part of the vehicle or have damaged or missing clamps or supports;
 - (c) the brake tubing shall not show any indication of leakage or heavy corrosion scaling;
 - (d) the hydraulic fluid level in any reservoir shall not be below the minimum level as specified by the manufacturer or, where no specification is given by the manufacturer, no more than 10 mm (0.394 in.) below the lowest edge of each filler opening;
 - (e) the air cleaner of the vacuum system or air compressor shall not be clogged.
- (2) Mechanical components: mechanical components of the service, parking and emergency brake systems shall not be misaligned, insecure, excessively worn, broken, binding, seized, missing, frayed or disconnected.
- (3) Hydraulic system and related warning devices:
- (a) a hydraulic master cylinder push rod shall be properly adjusted;
 - (b) in the case of a vehicle equipped with dual circuit hydraulic brakes, the brake failure warning lamp shall be operative;
 - (c) with moderate foot force maintained on the service brake pedal for 10 seconds and, in the case of power-boosted brakes, with the engine running
 - (i) the total pedal travel shall not exceed 80% of the total available travel, and
 - (ii) on a vehicle equipped with dual circuit hydraulic brakes, the brake failure warning lamp shall not come on;
 - (d) with heavy foot force applied to the service brake pedal and, in the case of power-boosted brakes, with the engine running
 - (i) the total pedal travel shall not exceed 80% of the total available travel, and
 - (ii) on a vehicle equipped with dual circuit hydraulic brakes, the brake failure warning lamp shall not come on;
 - (e) despite clause (d), where a commercial van is equipped with a HYDRA BOOST braking system, the foot force applied to the pedal shall not exceed 266.89 N (60 lbf).

- (4) Power-boosted hydraulic brakes:
- (a) in the case of a vehicle equipped with power-boosted hydraulic brakes, after the engine has been stopped and the vacuum boost has been depleted, holding moderate pressure on the service brake pedal and starting the engine shall result in the pedal moving towards the applied position;
 - (b) in the case of a vehicle equipped with hydraulically-boosted hydraulic brakes and electrically-driven hydraulic pump for the reserve power system, after the engine has been stopped and the hydraulic boost has been depleted, holding moderate pressure on the service brake pedal while moving the ignition switch to the "ON" position shall cause the pump to start.
- (5) Vacuum gauge and low vacuum warning device:
- (a) the vacuum gauge shall be operative;
 - (b) with engine stopped, the warning device shall operate before the vacuum reserve drops to less than 27.0148 kPa (8 in. of mercury) or, if no vacuum gauge is fitted, there shall be at least one boosted brake application available after the warning device operates.
- (6) Parking brake:
- (a) the parking brake, while set in the fully applied position and not held by foot or hand force or by hydraulic or air pressure, shall hold the vehicle stationary against the engine at a light throttle setting for a few seconds both in reverse gear and in low forward gear;
 - (b) the parking brake shall fully release when the release control is operated.
- (7) Emergency brake system:
- (a) the emergency brakes, while set in the fully applied position with the transmission in a low forward gear shall hold the vehicle stationary against the engine at a light throttle setting for a few seconds;
 - (b) there shall be reserve travel available beyond the full brake application position;
 - (c) the emergency brakes shall fully release when the release control is operated.
- (8) Service brakes: the service brakes shall be properly adjusted.

Engine controls and steering

- 11 (1) Engine controls:
- (a) the engine speed shall drop to idle when the accelerator pedal is released;
 - (b) if the engine is equipped with an emergency stopping device, the engine shall stop when the control is actuated while the engine is idling.
- (2) Power-boosted steering:
- (a) the power steering drive belt shall not be missing, cut, frayed or excessively worn and shall have correct tension;
 - (b) the fluid in the power steering reservoir shall not be lower than the minimum level specified by the vehicle manufacturer;
 - (c) with the engine running,

- (i) the power steering shall operate as intended, and
 - (ii) the hydraulic system shall not show excessive play.
- (3) Steering column and box:
- (a) the steering column and box or boxes shall not be loose in their mounting to the body frame;
 - (b) no bolt or nut shall be loose or missing from a mounting;
 - (c) steering shaft couplings and spines shall not have excessive play;
 - (d) upon visual inspection the steering column energy-absorbing section, if fitted, shall not appear damaged so as to reduce its effectiveness.
- (4) Wheel alignment: while all wheels are on the ground and the front wheels are in a straight-ahead position, they shall not be visibly out of alignment.
- (5) Steering linkage:
- (a) while the front wheels are on the ground in the straight-ahead position and, in the case of a vehicle equipped with power-booster steering, with the engine running, free movement of the steering wheel rim, with no movement of the front wheels, shall not exceed
 - (i) the limit designated by the vehicle manufacturer, or
 - (ii) in the case where the limit is not designated, 30°, or
 - (iii) the maximum limits set forth in the following table:

Diameter	Manual system	Power system
41 cm (16.4 in.)	5 cm (2 in.)	11 cm (4.4 in.)
46 cm (18.4 in.)	6 cm (2.4 in.)	12 cm (4.8 in.)
51 cm (20.4 in.)	6 cm (2.4 in.)	13 cm (5.2 in.)
56 cm (22.4 in.)	7 cm (2.8 in.)	15 cm (6 in.)

- (b) there shall be no play in a steering linkage joint in excess of the limit designated by the vehicle manufacturer, or in the case where the limit is not designated, 30°;
- (c) while the front wheels are on the ground and, in the case of a vehicle equipped with power-booster steering, with the engine running the front wheels shall turn from full right to full left and back again without interference or indication of roughness in the mechanism;
- (d) while the front wheels are off the ground and the vehicle is supported so that the steering linkage assumes its normal attitude, without movement of the opposite wheel, no front wheel shall have play about a vertical axis of
 - (i) 6 mm (0.236 in.) for a tire diameter designation of 400 mm (16 in.) or less,
 - (ii) 9 mm (0.354 in.) for a tire diameter designation that is larger than 400 mm (16 in.) but not larger than 450 mm (18 in.), or
 - (iii) 12 mm (0.472 in.) for a tire diameter designation that is larger than 450 mm (18 in.) as measured at the extreme front or rear of the tire tread face;
- (e) no part of the steering linkage system shall be damaged, repaired or modified so as to weaken the linkage system or affect the proper steering of the vehicle;
- (f) no nut, bolt or cotter pin shall be loose, excessively worn or missing.

Suspension

12 (1) General:

While the wheels of the vehicle are off the ground so that the suspension joints are not under load,

- (a) no non-load carrying ball joint shall show any perceptible play other than that specified by the manufacturer;
- (b) no load-carrying ball joint shall have play in excess of that specified by the vehicle manufacturer;
- (c) in the case of king pins, no front wheel shall have a rocking play about a horizontal axis in excess of
 - (i) 6 mm (0.236 in.) for a tire diameter designation of 400 mm (16 in.) or less,
 - (ii) 9 mm (0.354 in.) for a tire diameter designation that is larger than 400 mm (16 in.) but not larger than 450 mm (18 in.), or
 - (iii) 12 mm (0.472 in.) for a tire diameter designation that is larger than 450 mm (18 in.), as measured at the extreme top or bottom of the tire tread face;
- (d) no control arm inner pivot shall have excessive play;
- (e) no wheel or axle bearing shall give any indication of excessive wear or damage when the bearing is rotated;
- (f) no wheel or axle bearing shall be maladjusted so as to result in excess play or binding;
- (g) wear-indicating ball joints while under load with the wheels on the ground shall show no excessive wear;
- (h) front and rear springs, shackles, U-bolts, centre bolts, radius rods, control arms, shock absorbers, equalizers and stabilizers and their supports and attachments shall not be loose, bent, cracked, broken, disconnected, perforated by corrosion or missing;
- (i) the rear axle or axles and their wheels shall not be tracking improperly so as to adversely affect control of the vehicle.

Electrical components

13 (1) Horn:

- (a) the horn shall not be loose on its mounting;
 - (b) the horn shall function properly.
- (2) Windshield washer and wiper systems:
- (a) the windshield washer system shall function properly;
 - (b) each wiper arm and blade assembly shall sweep the area intended by the vehicle manufacturer;
 - (c) no part of the windshield wiper system shall be missing, badly worn or deteriorated so as to impair its effectiveness.
- (3) Heating and defrosting systems:
- (a) the heating system shall function as intended;

- (b) the visible portions of the hoses and piping for the interior heaters routed within the occupant compartment shall not be abraded, cracked or leaking;
 - (c) the defrosting system shall deliver heated air to the windshield and, where fitted, to the side windows to the left and right of the driver's seat.
- (4) Neutral safety starting switch:
- (a) the neutral safety starting switch shall not have been removed;
 - (b) the starter shall operate only with the gear selector or transmission in park ("P") or neutral ("N").
- (5) Speedometer: the speedometer shall be in good working order.
- (6) Lamps and reflectors:
- (a) each circuit shall light the filaments of all lamps on that circuit when the appropriate switch is in the "ON" position, and each indicator lamp shall operate correctly;
 - (b) the operation of any lighting circuit shall not interfere with the operation of any other circuit;
 - (c) each lens and reflex reflector shall be correctly installed and shall not be discolored or missing in whole or in part;
 - (d) each lamp and reflector shall be securely mounted on the vehicle and none shall be missing;
 - (e) the turn signal lamps and the flasher unit shall operate properly;
 - (f) in the case of a commercial van that is a special transit facility,
 - (i) all interior lamps, including step well lamps, shall light when the appropriate switch is in the "ON" position, and
 - (ii) the lights provided to illuminate the loading equipment and step nosings shall light when the appropriate switch is in the "ON" position or when the doors are opened;
 - (g) no headlamp shall be coated with a coloured lacquer;
 - (h) no headlamp shall be modified by the attachment to the lamp or to the vehicle of any device that reduces the effective area of the lens or the brightness of the light;
 - (i) each headlamp shutter or retracting headlamp shall operate over the full range of movement or shall be secured in the fully open position;
 - (j) all headlamps shall be properly aligned.

Tires and wheels

- 14 (1) In this Section, "construction type" means a type of tire carcass such as bias ply, belted bias ply or radial ply but does not include variations in tread pattern or in cord material such as rayon, polyester and nylon used in building a tire carcass.
- (2) Tires:
- (a) all tire pressures shall be maintained to manufacturer's specifications;
 - (b) no tire shall be worn to the extent that
 - (i) the tread wear indicators contact the road, or
 - (ii) the tread is worn to the point where less than 3.175 mm (4/32 in.) of tread groove depth

remains at each point at which gauge readings are obtained,

- (c) in addition to subclause (b)(ii), no tire shall show any indication of siping;
 - (d) no tire shall have exposed cord;
 - (e) no tire shall have tread or sidewall cuts or snags deep enough to expose the cords;
 - (f) no tire shall have any abnormal visible bump, bulge, or knot;
 - (g) no tire shall have been regrooved or recut below the original new tire groove depth, other than a tire specifically designed for recutting and marked as being so designed;
 - (h) no front tire shall have been altered by the addition of material to produce a new tread surface;
 - (i) no tire shall be of a smaller size than the vehicle manufacturer's specified minimum size or be sufficiently oversized to contact any vehicle component;
 - (j) except for a vehicle fitted with dual rear tires, no mixture of construction types consisting of radial ply tires on the front and bias ply or belted-bias ply tires on the rear shall be fitted;
 - (k) no mixture consisting of 60-series or 50-series tires on the front and other series tires on the rear shall be fitted;
 - (l) no combination of construction types or sizes, except where stated to be equivalent by tire industry standards, shall be fitted on an axle;
 - (m) tires in a dual tire set shall not be in contact with each other or differ from each other in overall diameter by more than 13 mm (0.512 in.) or in circumference by more than 88 mm (3.465 in.);
 - (n) no vehicle shall be fitted with a tire that
 - (i) bears the wording "not for highway use", "farm use only", "competition circuit use only" or any other wording or lettering indicating that the tire is not designed for highway use, or
 - (ii) bears the letters "NHS", "ML", "MH", "ST" or "HC" after the tire designation.
- (3) Wheels:
- (a) no wheel stud, bolt, clamp, nut or lug shall be loose, missing, damaged, broken, mismatched or have insufficient thread engagement;
 - (b) no disc wheel assembly shall
 - (i) have any visible crack, elongated bolt hole or indication of repair by welding, or
 - (ii) be so bent or damaged as to affect the safe operation of the vehicle;
 - (c) no wheel rim or lock ring shall be mismatched, bent, sprung, or otherwise damaged so as to affect the safe operation of the vehicle;
 - (d) no cast wheel shall show evidence of excessive wear in the clamp area;
 - (e) no wheel spoke shall be missing, loose or broken.

15 Number plates: no number plate shall be missing, damaged, faded, discolored or have paint removed so as to impair readability.

Form L

NOVA SCOTIA UTILITY AND REVIEW BOARD
 1601 Lower Water Street, Suite 300 or Postal Unit "M", P.O. Box 1692, Halifax, Nova Scotia B3J 3S3

Application for a Commercial Van License
 (subsection 42B(2) of the Board Public Passenger Motor Carrier Act Regulations)

1. Applicant's (company) name: _____
2. Contact person(s): _____ Title: _____
 _____ Title: _____
3. Contact information: Office # (____) _____ Cell # (____) _____
 Fax # (____) _____ E-mail address _____
4. Applicant's mailing address: _____

5. Applicant's operation address: _____

6. The applicant is an individual/partnership/corporation (strike out the words that are not applicable).
7. Attached and marked "A" is _____

Note: If applicant is an individual, Section 7 is not applicable. If applicant is a partnership, a copy of the declaration of partnership filed in the office of the Registrar of Joint Stock Companies must be attached. If the applicant is a corporation, a copy of its certificate of incorporation must be attached.

8. Listing of the commercial vans requested to be licensed, indicating which commercial vans are rental vans:

YEAR	MAKE	MODEL	SERIAL NO.	SEATING CAPACITY

9. General description of the service to be offered, including which communities are to be served, the general routing, and the days and frequency of service. Also indicate whether the service is regularly scheduled or it is a charter or tour service, and if the service is to/from another province.

- 10. The applicant agrees to comply with the following requirements prior to the issuance of a commercial van license:
 - (a) to obtain a motor vehicle liability policy of insurance satisfactory to the Board in such sums as are prescribed by the *Board Public Passenger Motor Carrier Act Regulations*;
 - (b) to file with the Board a certificate of the insurer certifying that the required insurance has been placed or effected in respect to each commercial van;
 - (c) to have each commercial van listed under Section 8, other than any rental vans, inspected for mechanical fitness by a certified mechanic who is appointed as Inspector under the *Motor Carrier Act*, who is a certified Bus/Truck and Transport Mechanic;
 - (d) to file copies of all rental van lease agreements with the Board; and
 - (e) to submit with this application a fee of \$100.00 for each of the vehicles listed under Section 8.

- 11. The applicant also agrees to
 - (a) comply with all the requirements of the *Motor Carrier Act* and regulations applicable to the operation of a commercial van;
 - (b) maintain the required motor vehicle liability insurance; and
 - (c) advise the Board of any changes in the approved list of vehicles or to the service being offered at least 15 days prior to the changes coming into effect.

- 12. The undersigned has received a copy of the *Motor Carrier Act* and regulations, and other material supplied by the Board, and has read and understands the information therein.

DATED at _____, on _____, 20 .

(Signature of applicant)

Province of Nova Scotia
County of _____

Applicant's Declaration

In the matter of the *Motor Carrier Act*

I, _____, of _____, in the County of _____, make oath and say

- (a) that I am the _____ and have knowledge of the matters herein set out;
(applicant, or agent, officer or solicitor of the applicant)
- (b) that the statements set out in the foregoing application are true and correct.

Sworn to at _____
in the County of _____
Province of _____
on _____, 20 , before me

(Notary Public or Commissioner)

(Signature of applicant)

Schedule "B"

**Amendments to the Governor in Council Public Passenger Motor Carrier Act Regulations
made by the Governor in Council pursuant to Section 27 of Chapter 292 of the Revised Statutes
of Nova Scotia, 1989, the Motor Carrier Act**

1 The Governor in Council Public Passenger Motor Carrier Act Regulations made by the Governor in Council by Order in Council 92-1258 dated December 22, 1992, are amended by repealing Section 2 and substituting the following Section:

2 In these regulations,

- (a) "Act" means the Act as defined in the Board Regulations;
- (b) "applicant" means an applicant as defined in the Board Regulations;
- (c) "application" means an application as defined in the Board Regulations;
- (d) "Board" means the Board as defined in the Board Regulations;
- (e) "Board Regulations" means the *Board Public Passenger Motor Carrier Act Regulations*;
- (f) "Clerk" means the Clerk as defined in the Board Regulations;
- (g) "commercial van" means a commercial van as defined in the Board Regulations;
- (h) "commercial van license" means a commercial van license as defined in the Board Regulations;
- (i) "driver" means a driver as defined in the Board Regulations;
- (j) "owner or operator" means an owner or operator as defined in the Board Regulations;
- (k) "rental van" means a rental van as defined in the Board Regulations;
- (l) "parcel express" means parcel express as defined in the Board Regulations;
- (m) "physically disabled school pupil" means a physically disabled school pupil as defined in the Board Regulations; and
- (n) "taxicab" means a taxicab as defined in the Board Regulations.

2 The regulations are further amended by adding the following Sections immediately after Section 26:

Drivers of commercial vans

26A (1) A driver shall

- (a) when requested by an inspector to act pursuant to these regulations, give the inspector all reasonable assistance within the driver's power to enable an inspector to carry out the inspector's duties;
 - (b) hold a Class 4 driver's license or higher class of license, in accordance with the *Motor Vehicle Act*; and
 - (c) supply the owner or operator of the commercial van to be driven by the driver a certified copy of an abstract of the driving record of the driver, prior to being employed by the owner or operator and annually thereafter.
- (2)** A driver shall not permit any person to smoke in the commercial van.
- (3)** If an inspector considers it necessary, the inspector may make any reasonable request of a driver for assistance in fulfilling the inspector's duties with respect to this Section or Section 26B or 26C and the driver shall comply with the request.

- (4) A driver shall not carry in the commercial van
 - (a) baggage or parcel express that would cause discomfort or inconvenience to passengers or interfere with the safe operation of the vehicle; or
 - (b) explosives, inflammable substances or any other dangerous articles except for gasoline or other fuel that is used for the locomotive power of the vehicle and is carried in a tank of the vehicle.
- (5) The driver of a rental van shall keep a copy of the lease agreement for the rental van in the driver's possession at all times while operating the rental van.
- (6) A driver shall not permit more passengers to be transported in a commercial van than are allowed by the manufacturer's designated seating capacity or otherwise as may be established by law.
- (7) Nothing in this Section or Section 26B or 26C precludes or exempts a driver from compliance with or performance of any other mandatory inspection required by any other enactment.

Daily inspection requirements and reporting requirements for commercial vans

- 26B** (1) A driver shall inspect the commercial van or cause it to be inspected daily prior to its first trip of the day.
- (2) Where a trip is a continuous trip involving more than 1 day, the daily inspection shall take place no later than the first rest stop of each subsequent day.
 - (3) An inspection pursuant to subsection (1) shall include an inspection in accordance with Schedules I and II of Appendix "A".
 - (4) A person who inspects a commercial van pursuant to subsection (1) or (2) shall, immediately upon completion of the inspection, record in an inspection report, which shall be completed in duplicate, any safety-related defects in the items referred to in Schedules I and II of Appendix "A", and if none, indicate so in the report.
 - (5) An inspection report required by subsection (4) shall include the following components:
 - (a) the name of the owner or operator of the commercial van;
 - (b) the make of the commercial van;
 - (c) the number plate or unit number of the commercial van;
 - (d) a list of the items to be inspected as set out in Schedules I and II of Appendix "A"; and
 - (e) a remarks section.
 - (6) In addition to any defects noted in an inspection required by subsection (1) or (2), the driver shall, at any time during or at the end of the day of the inspection, record in the remarks section of the inspection report required by subsection (4) any defects the driver observed while in charge of the vehicle during that day.
 - (7) Prior to operating a commercial van, the driver shall effect repair of any defects listed in the inspection report for that commercial van that would be likely to affect the safe operation of the vehicle.
 - (8) A driver shall not operate a commercial van that has any defects listed in the inspection report that would be likely to affect the safe operation of the vehicle.
 - (9) A person who repairs any defect in accordance with subsection (7) shall record in the appropriate inspection report the date on which the repair is completed and shall sign the entry in the report.

Hours of work requirements - driver of a commercial van**26C (1)** In this Section,

- (a) “adverse driving conditions” means conditions that adversely affect the driving of a commercial van and includes snow, sleet, ice and fog conditions and any other unfavourable atmospheric, road or driving conditions, none of which were apparent or known by the driver or the dispatcher on the basis of existing information at the commencement of the trip;
 - (b) “daily log” means a daily record that covers a 24-hour period and provides the information required to be kept pursuant to subsections 26D(3) and (4), and includes mechanical or electronic records for that period produced by a device permitted under subsection 26D(10);
 - (c) “driving” means at the controls of a commercial van being driven on a highway;
 - (d) “duty status” means, in respect of a driver, any of the following:
 - (i) off duty,
 - (ii) driving, or
 - (iii) on duty, other than driving;
 - (e) “out of service” means the status of a driver with respect to whom an inspector makes a declaration pursuant to subsection (14); and
 - (f) “24-hour period” means a period of any 24 consecutive hours beginning at the time designated by the owner or operator for the terminal from which a driver is normally dispatched.
- (2)** Any reference in this Section to a number of consecutive days means a number of consecutive days commencing at the beginning of any 24-hour period.
- (3)** The hours on duty of a driver include the time spent by the driver
- (a) inspecting, servicing, repairing, conditioning or starting a commercial van;
 - (b) driving a commercial van;
 - (c) travelling as a co-driver;
 - (d) participating in the loading or unloading of a commercial van;
 - (e) inspecting or checking the load of a commercial van;
 - (f) waiting, at the request of the owner or operator, for the driver's commercial van to be serviced, loaded or unloaded;
 - (g) waiting for the driver's commercial van or load to be checked by an inspector or police officer;
 - (h) travelling as a passenger in a motor vehicle, at the request of the owner or operator, to a work assignment that will begin before the driver has had 8 consecutive hours off duty;
 - (i) waiting at an en route point because of an accident or other unplanned event; or
 - (j) performing any other work in the capacity of or employ of an owner or operator or any other work for the purpose of gain.
- (4)** Subject to subsections (6), (7), (9), (12) and (13), a driver shall not drive

- (a) more than 13 hours following at least 8 consecutive hours off duty;
 - (b) after completing 15 hours on duty following at least 8 consecutive hours off duty;
 - (c) after completing 60 hours on duty during any period of 7 consecutive days;
 - (d) after completing 70 hours on duty during any period of 8 consecutive days; or
 - (e) after completing 120 hours on duty during any period of 14 consecutive days.
- (5) During the 14-day period referred to in clause (4)(e), the driver shall be off duty for a minimum 24-hour period prior to accumulating 75 hours on duty.
- (6) Once in every 7 consecutive days, the driver's hours off duty immediately prior to driving may be reduced to not less than 4 consecutive hours if the total number of hours off duty prior to commencing the next period is not less than 8 hours plus the number of hours by which the driver's hours off duty was reduced.
- (7) The number of occasions during any period of 7 days when the driver does not have at least 8 consecutive hours off duty prior to driving shall not exceed one.
- (8) Despite subsection (6), where an inspector is of the opinion that a reduction in the number of hours off duty permitted by subsection (6) is jeopardizing or likely to jeopardize the safety or health of a driver, the inspector may direct that the driver have a specified number of hours off duty immediately prior to driving.
- (9) The Board may, upon application in writing by an owner or operator, issue a permit extending any of the limitations set out in subsection (4) and the permit shall have effect for a period not exceeding 1 year.
- (10) In issuing a permit under subsection (9), the Board may
- (a) consider any factors it considers relevant; and
 - (b) impose such conditions as it considers necessary to ensure that the issue of the permit will not jeopardize the safety or health of any person.
- (11) The Board may, for cause, suspend a permit issued under subsection (9).
- (12) A driver may, in the case of emergency, exceed the driving time and total hours on duty set out in subsection (4) in order to complete a trip or to reach a place offering safety for vehicle occupants and security for the vehicle.
- (13) A driver may, in the case of adverse driving conditions, exceed the driving time and total hours on duty by not more than 2 additional hours only if the trip could have normally been completed within the driving time permitted by this Section.
- (14) An inspector may declare a driver to be out of service if the inspector finds that the driver has violated any of the limits set forth in these regulations with respect to driving time or hours on duty, and the inspector shall immediately notify the driver and the owner or operator of the declaration.
- (15) No driver whom an inspector has declared to be out of service pursuant to subsection (14) may drive a commercial van until the requirements of this Section are met to the satisfaction of the inspector.

Daily log requirements - driver of a commercial van**26D (1)** In this Section,

- (a) "automatic on-board recording device" means any electric, electronic or electro-mechanical device capable of recording a driver's duty status hours accurately and automatically;

- (b) “home terminal” means the place of business of an owner or operator where a driver who is employed by the owner or operator normally reports for work.
- (2) Unless exempted pursuant to subsection (8), a driver shall maintain a daily log in duplicate for each 24-hour period.
- (3) The daily log required by subsection (1) shall include the following information:
- (a) date;
 - (b) driver's name;
 - (c) odometer reading;
 - (d) total distance driven per 24-hour period;
 - (e) commercial van number plate or unit number;
 - (f) name of owner or operator;
 - (g) signature of driver;
 - (h) name of co-driver;
 - (i) 24-hour period starting time, if different from midnight;
 - (j) main office address for each owner or operator; and
 - (k) total hours spent in each duty status, for greater certainty including any hours of work required to be recorded pursuant to another enactment.
- (4) A driver shall incorporate a graph grid in the form set out in Appendix “B” into the driver’s handwritten daily log and shall complete the graph grid in accordance with the following procedures:
- (a) a continuous line shall be drawn between the appropriate time markers for each 24-hour period, recording the periods of time when the driver is off duty, on duty not driving, and driving;
 - (b) the name of the municipality, city, town, village or highway location and province or state where each change of duty status occurs shall be recorded; and
 - (c) the total hours spent in each duty status shall be entered to the right of the graph grid and the total of the entries shall equal 24 hours.
- (5) If the driver is issued fuel receipts, bills of lading, charter documents and accommodation receipts during a trip, the driver shall retain them and produce them for inspection on the demand of an inspector.
- (6) No driver shall drive a commercial van unless the driver has in the driver’s possession
- (a) copies of
 - (i) the driver’s daily logs for the preceding 7 consecutive days, or
 - (ii) if operating in compliance with clause 26C(4)(e), the driver's daily logs for the previous 14 consecutive days; and
 - (b) the driver's current daily log completed to the time at which the last change in duty status occurred.
- (7) A driver shall enter into a daily log the information set out in subsection (3), except for clauses (d) and (k), prior to the commencement of driving on the day to which the log applies, and the information in clauses (d) and (k) on completion of work for that day.
- (8) Subject to subsection (9), a driver shall be exempt from maintaining a daily log while driving a commercial van not travelling beyond a radius of 160 km (100 mi.) from the location at which the driver reports to work if the driver returns to that location and is released from work

within 15 hours and the owner or operator maintains and retains for a period of 6 months accurate records of the following:

- (a) the time the driver reports for work each day;
 - (b) the total number of hours the driver is on duty each day; and
 - (c) the time the driver is released from duty each day.
- (9) A driver who is normally exempt under subsection (8) from maintaining a daily log shall, when the driver is driving a commercial van in circumstances where the driver is required to make a daily log, enter in the log the total hours on duty for the period of 7 consecutive days preceding the day on which the driver is required to make a daily log.
- (10) A driver may use an automatic on-board recording device for recording the driver's hours of work if
- (a) the driver has in the driver's possession true copies of the driver's daily logs for the preceding 7, 8 or 14 consecutive days, as applicable, which logs may consist of information stored in and retrievable from the automatic on-board recording device, handwritten or computer-generated logs or any combination thereof;
 - (b) the device is capable of displaying
 - (i) hours of driving and hours on duty for each day the device is being used,
 - (ii) available on-duty hours remaining in the 7, 8 or 14 consecutive days, as applicable, or total hours on duty accumulated for the 7, 8 or 14 consecutive days, as applicable, and
 - (iii) the sequential changes in duty status and the times the changes occur for each day the device is being used;
 - (c) the driver is capable of preparing a daily log containing the information required under subsection (3) from the device for each day of the 7, 8, or 14 consecutive days, as applicable;
 - (d) the device automatically records time and movement for the commercial van;
 - (e) all hard copies of the daily logs are signed by the driver certifying the information to be true and correct; and
 - (f) daily log forms are available in the commercial van for the driver's use in preparing daily logs.
- (11) A driver shall, within 20 days of working as a commercial van driver,
- (a) if the driver worked for one owner or operator, forward the original of each daily log for the period worked to the driver's home terminal or to the principal place of business of the owner or operator for whom the driver worked; or
 - (b) if the driver worked for more than one owner or operator, forward the original of each daily log for the period worked to the driver's home terminal or to the principal place of business of the owner or operator for whom the driver worked the greatest number of hours, and a copy of each daily log for the period worked to each additional owner or operator for whom the driver worked.
- (12) A driver who works for more than one owner or operator during a 24-hour period shall, at the end of each 24-hour period worked, forward as soon as practicable to each of the owners or operators for whom the driver worked that 24-hour period a copy of the driver's daily log.

- (13) No driver shall falsify a daily log or any information that is stored in an automatic on-board recording device, or request, require or permit the daily log or the information to be falsified, nor shall a driver falsify any supporting documents or other information required by this Section.
- (14) For the purpose of compliance with this Section, a driver shall maintain one daily log in respect of a day, whether or not a daily log or part of a daily log is required to be maintained pursuant to another enactment.

3 The regulations are further amended by adding Appendixes "A" and "B", in the form attached, immediately before Form 1.

Appendix "A" **Daily Inspections**

Schedule I - Outside Inspection

The outside of the commercial van shall be inspected to ensure that

- (a) all lights and reflectors are equipped and functioning as required under the *Motor Vehicle Act* and the regulations made thereunder;
- (b) wheels and fasteners are free of wheel or rim cracks and defective lock rings, and there are no loose or missing fasteners;
- (c) tires have a minimum tread depth of 3.175 mm (4/32 in.), there are no flats, noticeable leaks, visible bumps or bulges, bias and radial tires are not together on same axle, and no tire has contact with any part of the vehicle or any other tire;
- (d) the fuel system has no visible leak at any point, there are no missing tank filler caps, and its fuel tank is securely mounted;
- (e) the exhaust system has no audible leaks, missing or loose components, or insecure mountings;
- (f) the suspension, springs, air bags and controlling attachments are free of any
 - (i) cracked, broken, loose or missing axle positioning or fastening parts,
 - (ii) broken or missing spring leaves,
 - (iii) broken coil springs, or
 - (iv) deflated air suspension due to system failure;
- (g) the hydraulic brake fluid is at the correct level and is not visibly leaking;
- (h) the power steering fluid is at the correct level and is not visibly leaking; and
- (i) the mirrors are as required by the *Motor Vehicle Act* and the regulations made thereunder, and are in good condition and able to be adjusted as intended.

Schedule II - Inside Inspection

The inside of the commercial van shall be inspected to ensure that

- (a) the steering wheel is free of excessive play and looseness;
- (b) the brake pedal reserve is adequate and there is no fade;
- (c) the brake booster functions as intended;
- (d) the brake failure warning light functions as intended;

- (e) the brake air pressure or vacuum gauge functions as intended and there is adequate reserve;
- (f) the low pressure or low vacuum warning signal functions as intended;
- (g) the windshield washers and wipers function as intended;
- (h) the windshield and windows afford the driver a clear view;
- (i) the mirrors are in good condition and able to be adjusted as intended;
- (j) the defroster and heater function as intended;
- (k) the horn functions as intended;
- (l) the driver and passenger seat belts and seat security function as intended;
- (m) the parking brake is adequate to hold the vehicle in a parked position on any grade; and
- (n) the emergency equipment as required by clause 42C(1)(c) of the Board Regulations is in place.

Appendix "B"
Graph Grid

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS	
1: OFF DUTY																										
2: SLEEPER BERTH																										
3: DRIVING																										
4: ON DUTY (NOT DRIVING)																										
REMARKS																										

Schedule "C"

Regulations Respecting Fees Payable by Motor Carriers made by the Governor in Council pursuant to subsection 26(1) of Chapter 292 of the Revised Statutes of Nova Scotia, 1989, the Motor Carrier Act

- 1 These regulations may be cited as the *Motor Carrier Fees Regulations*.
- 2 Every motor carrier shall pay an annual fee for each public passenger vehicle that the motor carrier is authorized to operate, in accordance with the following scale:
 - (a) for each public passenger vehicle other than a school bus \$200.00
 - (b) for each commercial van \$100.00
 - (c) for an extra-provincial identification plate for each public passenger vehicle with an identification plate of the category described in clause (a) \$100.00

- (d) for an extra-provincial identification plate for each public passenger vehicle with no identification plate of the category described in clause (a) \$200.00
- 3 In addition to any fee that a motor carrier may be required to pay pursuant to Section 2, where a motor carrier has been authorized to provide temporary service or under Section 9 of the *Motor Carrier Act* has been granted a temporary authority to provide a service, the motor carrier shall pay a fee of \$200.00.
- 4 In addition to any fee that a motor carrier may be required to pay pursuant to Section 2, where a motor carrier has been authorized to provide a single trip service, the motor carrier shall pay a fee of \$100.00 for each trip for each public passenger vehicle authorized to provide the service.
- 5 Where an authorized motor carrier transfers an identification plate from one public passenger vehicle to another, the motor carrier shall pay a fee of \$25.00.
- 6 Where an authorized motor carrier requires a replacement of an identification plate, the motor carrier shall pay a fee of \$50.00.

N.S. Reg. 154/2002

Made: December 17, 2002

Filed: December 19, 2002

Governor in Council Education Act Regulations

Order in Council 2002-578 made December 17, 2002
Amendment to regulations made by the Governor in Council
pursuant to Section 146 of the *Education Act*

The Governor in Council on the report and recommendation of the Minister of Education dated November 7, 2002, and pursuant to Section 146 of Chapter 1 of the Acts of 1995-96, the *Education Act*, is pleased to amend the *Governor in Council Education Act Regulations* made by the Governor in Council by Order in Council 97-405 dated June 24, 1997, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after December 17, 2002.

Schedule "A"

Amendments to the *Governor in Council Education Act Regulations* made by the Governor in Council pursuant to Section 146 of Chapter 1 of the Acts of 1995-96, the *Education Act*

- 1 The *Governor in Council Education Act Regulations* made by the Governor in Council by Order in Council 97-405 dated June 24, 1997, are amended by adding the following Section immediately after Section 19:
- 19A (1)** The Minister may provide a statement of professional standing to the holder of a teacher's certificate, upon application and payment of the fee prescribed in subsection (2).
- (2)** An applicant for a statement of professional standing shall submit a fee of \$25.00 with their application.
- 2 Section 23 of the regulations is repealed and the following Section is substituted:
- 23** An applicant for a higher class of teacher's certificate shall submit with their application
- (a) an official transcript or a copy of the applicant's letter to the institution requesting the official transcript; and
- (b) a fee of \$35.00.

N.S. Reg. 155/2002

Made: December 17, 2002

Filed: December 19, 2002

Boxing Authority Regulations

Order in Council 2002-579 made December 17, 2002
Regulations made by the Boxing Authority and approved by the Governor in Council
pursuant to Sections 10 and 15 of the *Boxing Authority Act*

The Governor in Council on the report and recommendation of the Minister responsible for the Nova Scotia Sport and Recreation Commission dated November 27, 2002, and pursuant to Sections 10 and 15 of Chapter 43 of the Revised Statutes of Nova Scotia, 1989, the *Boxing Authority Act*, is pleased, effective January 18, 2002, to:

- (a) revoke Order in Council 2002-17 dated January 18, 2002;
- (b) approve the repeal by the Nova Scotia Boxing Authority of regulations made by the Authority and approved by the Governor in Council by Order in Council 78-810 dated July 18, 1978; and
- (c) approve the making by the Nova Scotia Boxing Authority of new regulations respecting boxing in the form set forth in Schedule "A" attached to and forming part of the report and recommendation.

Schedule "A"**Regulations Respecting Boxing made pursuant to Sections 10 and 15
of Chapter 43 of the Revised Statutes of Nova Scotia, 1989, the *Boxing Authority Act*****Citation**

1 These regulations may be cited as the *Boxing Authority Regulations*.

Interpretation

2 (1) In these regulations,

- (a) "Act" means the *Boxing Authority Act*;
 - (b) "boxing match" means a contest or exhibition;
 - (c) "licence" means any licence issued by the Authority;
 - (d) "Medical Advisor" means a duly qualified physician appointed by the Authority to advise the Authority on medical matters; and
 - (e) "ringside doctor" means a duly qualified physician approved by the Authority to attend boxing matches and be present at ringside.
- (2) In these regulations, "combat sport" means a sport involving full body contact between contestants in which a contestant uses a fist, whether open or closed, or a weapon held in a fist, and includes but is not limited to the following martial arts:
- (a) kickboxing;
 - (b) shootfighting;
 - (c) karate;
 - (d) tae kwon do;
 - (e) jujitsu.
- (3) For the purposes of clause 2(c) of the Act, a combat sport is boxing.

Officers and Procedures

- 3 The Chairman of the Authority shall preside at all meetings of the Authority.
- 4
 - (1) A Vice-chairman shall be elected by the members of the Authority to hold office for 1 year.
 - (2) The Vice-chairman shall assume all the powers of the Chairman, should the Chairman be absent or unable to fulfill the office.
- 5 The Secretary-treasurer
 - (a) shall be responsible for recording minutes of all meetings of the Authority; and
 - (b) shall, with the Chairman, or failing the Chairman, the Vice-chairman, be responsible for the fiscal matters of the Authority.
- 6 The Authority shall meet at the call of the Chairman, or of a majority of the members of the Authority.
- 7 The annual meeting shall be held each year in the month of June.
- 8 A majority of the members of the Authority shall constitute a quorum.
- 9 Any member of the Authority may act in the interests of the Authority if authorized by the Chairman, and shall file a report of any activities with the Secretary-treasurer and the Chairman.
- 10 All motions may be passed at meetings of the Authority by a simple majority.
- 11 All applications, records, and other papers and documents filed with the Authority shall become the property of the Authority.

Licensing

Application for licence

- 12 An application for a licence shall be on the standard form supplied by the Authority.
- 13 An application for a licence shall be filed with the Authority.
- 14 A person applying for a licence shall supply a list of their principal, affiliation or association upon the request of the Authority.

Registered address

- 15 The registered address of any licensee shall be as specified on the licence application, and in the event of an address change, notification must be promptly filed with the Authority as a "change of address rider" to the application.
- 16 All Authority bulletins and notices to any licensee shall be sent to the licensee at the registered address.

Boxer's licences

- 17 An application for a boxer's licence shall be accompanied by
 - (a) a certificate signed by the Medical Advisor or a medical doctor stating that the boxer has been examined by the Medical Advisor or doctor within the current licence year as required by Section 33 and that the boxer is of sound physical and mental health; and
 - (b) a signed certificate of waiver stating that the boxer will submit to a post-fight urinalysis if the Authority so orders.
- 18 A boxer may use and be licensed under an assumed name, if the use of the assumed name is approved by the Authority.

- 19 No person shall be licensed as a boxer under the same name or a name deceptively similar to the name of any other boxer or athlete.
- 20 A boxer from outside Nova Scotia, when submitting an application for a licence, shall submit to the Authority
- proof of licence from a recognized licensing agency in the boxer's jurisdiction;
 - proof of a medical examination similar to that required by Section 33;
 - results of HIV testing and Hepatitis B & C testing;
 - dates, locations and results of the boxer's last 3 fights;
 - the licence fee prescribed in subsection 24(1).

Promoter's licence

- 21 (1) The Authority may grant or refuse to grant a promoter's licence to an applicant.
- (2) The Authority may cancel or suspend a promoter's licence if
- the licensee or a person who is a partner, agent, employee, stockholder or an associate of the licensee is consorting with, or has consorted with book-makers, gamblers or persons of similar pursuits;
 - the licensee is guilty of or has attempted any fraud or misrepresentations in connection with boxing;
 - the licensee has violated or attempted to violate any rule, regulation or order of the Authority;
 - the licensee is, in the opinion of the Authority, guilty of any act detrimental to the interests of boxing or to the public interest.
- (3) If the Authority cancels or suspends a licence under subsection (2), it shall give the licensee the reasons for the cancellation or suspension in writing.

Signature and seal

- 22 A licence issued by the Authority shall be signed by the Secretary-treasurer and the Chairman or Vice-chairman and stamped with the seal of the Authority.

Duration of licence

- 23 A licence is valid for one year beginning April 1 and concluding March 31.

Licence fees

- 24 (1) The annual fees for licences are as follows:
- | | |
|----------------------|---------|
| (a) promoter | \$50.00 |
| (b) referee | \$10.00 |
| (c) judge | \$10.00 |
| (d) boxer | \$10.00 |
| (e) manager | \$10.00 |
| (f) Second | \$10.00 |
| (g) agent | \$10.00 |
| (h) matchmaker | \$10.00 |
- (2) For a fee of \$5.00, the Authority may issue a temporary licence to a person to participate as a Second in a boxing match at a specified time and place.

Fines, Penalties and Restrictions

Suspension and fine

- 25 (1) A licensee who violates these regulations or who is found guilty of any act considered by the Authority in its sole discretion to be contrary to public interest or not conducive to the interests of

legitimate boxing or to the administration of good discipline shall be liable to

- (a) revocation or suspension of their licence; and
- (b) the payment of such fine as the Authority may determine in its sole discretion.

- (2) Where a fine has been imposed pursuant to subsection (1), the licence may be suspended until the fine is paid.

26 A licensee whose licence is suspended by the Authority for an indefinite period of time shall not be eligible for reinstatement of the licence for at least 60 days after the date of the suspension.

Failure to report sham

27 If a licensee is approached with a request or a suggestion that the licensee participate in, contribute to, or aid and abet a sham or collusive boxing match or a boxing match that is not to be conducted honestly or fairly, the licensee shall immediately report the matter and the full circumstances to the Authority.

Conflict of interest

28 No official, member or employee of the Authority, nor any referee or judge licensed by the Authority, shall have any financial interest directly or indirectly in any boxer, promoting corporation, or manager's contract with any licensed boxer or any assignment thereof.

- 29 (1) No official or member of the Authority shall have a personal financial interest, directly or indirectly, in any boxing match.
- (2) No promoter or manager shall take part in any boxing match in which the promoter or manager is involved in the capacity of promoter or manager respectively, other than in that capacity, without the written approval of the Authority.

Boxers under 19

- 30 (1) No boxer under the age of 19 years shall participate in a boxing match.
- (2) The Authority may, upon application by a boxer together with the written permission of the boxer's parent or legal guardian, waive the age requirement in subsection (1).
- (3) A decision of the Authority to waive the age requirement pursuant to subsection (2) shall be based solely upon the boxer's exceptional ability and performance.

Appeals

- 31 (1) A licensee or other person disciplined by the Authority may appeal a decision of the Authority by presenting to the Authority in writing any additional evidence or testimony which the disciplined party feels may change the disposition of the case.
- (2) The evidence or testimony referred to in subsection (1) shall be filed with the Authority within 20 days of the last notice of disciplinary action and shall be accompanied by a certified cheque in the amount of \$25.00.
- (3) The Authority, in its sole discretion, may grant or refuse to grant leave to appeal.
- (4) Any person who appeals a decision of the Authority and is not satisfied and further appeals and is refused, may seek satisfaction under Section 14 of the Act.

Submitting false information

32 A person who submits an application containing false or erroneous information to the Authority may be subject to revocation of any licence issued on the basis of that application, a fine, or both, as may be determined by the Authority.

Annual Medical Examinations

Examinations

- 33** (1) Boxers, referees and judges shall have annual medical examinations by a Medical Advisor or a medical doctor.
- (2) A boxer applying for a licence for the first time shall submit to a medical examination by a Medical Advisor or a medical doctor that includes a complete medical history of the applicant and the following laboratory procedures as the Medical Advisor requires:
- (a) electrocardiogram;
 - (b) chest X-ray; and
 - (c) all of the procedures listed in subsection (3).
- (3) Subsequent annual medical examinations for boxers shall include an updated medical history of the applicant and the following laboratory procedures:
- (a) P.T. (Partial Thromboplastin);
 - (b) P.T.T. (Partial Thromboplastin Time);
 - (c) complete blood count;
 - (d) complete urinalysis;
 - (e) serological examination for syphilis;
 - (f) ophthalmologist examination including a fundoscopic exam;
 - (g) HIV (Human Immunodeficiency Virus) test;
 - (h) Hepatitis B & C test;
 - (i) CAT (Computerized Axial Tomography) scan; and
 - (j) any other test or survey that might be indicated by the past or present condition of the applicant.
- (4) In addition to the procedures required by subsection (1), a female boxer must have a mammogram at initial licensing, and subsequently as considered necessary by a medical doctor.

Medical reports confidential

- 34** All medical reports on file with the Authority relative to the physical examination or condition of boxers are confidential and are only open to examination by the Authority or by the boxer upon written application to examine the boxer's records, or upon an order by a court.

Dispute involving medical evidence

- 35** If a dispute involving medical evidence arises within the jurisdiction of the Authority, a Medical Advisor shall be immediately consulted and if, in the opinion of the Medical Advisor, the dispute cannot be resolved by the Authority, a report shall be immediately filed by the Authority with the Chairman and the Secretary-treasurer of the Authority, and the Authority shall adjudicate the dispute.

Duties and Responsibilities of Promoters

Application for sanction to conduct boxing match

- 36** (1) An application for a sanction to conduct a boxing match shall be presented by the promoter to the Authority at least 21 days prior to the date of the proposed boxing match and shall be accompanied by a deposit of \$1000 (Canadian).
- (2) An application referred to in subsection (1) shall include
- (a) the date and location of the proposed boxing match;
 - (b) the names of the proposed boxers for the main and semi-final boxing matches; and
 - (c) all other details requested by the Authority on the proposed boxing match.
- (3) Not less than 14 days prior to the date of the proposed boxing match the promoter shall submit to the Authority

- (a) copies of the licences of all of the boxers and the promoter, medical reports and contracts;
- (b) the required gloves for the boxing match; and
- (c) a copy of the agreement with the charitable organization as required by Section 47, if applicable.

(4) If an application for a sanction to conduct a boxing match is approved by the Authority, the Authority may issue a Sanction Letter to the promoter.

37 If boxers are under contract for a definite purse, the promoter of the boxing match shall deposit with the Authority at least 14 days prior to the scheduled boxing match a sum, either in cash or negotiable bonds, sufficient to cover

- (a) certified cheques for the entire amount of the total purse payable to the boxers as outlined in their respective contracts;
- (b) the Authority charges;
- (c) payment of the Authority officials for the boxing match.

Deposits and disbursements

38 (1) If the promoter fails to hold a boxing match on the approved date, any deposit made pursuant to Section 37 will be forfeited either in part or in total, as the Authority determines.

(2) If a boxing match is held on the approved date, any deposit made pursuant to Section 37, less all sums for which the promoter is indebted to the Authority in respect of the boxing match, shall be returned to the promoter as soon as possible after the holding of the boxing match.

Promoter responsible for expenses

39 (1) The Authority shall not assume any responsibility or liability for the collection or payment of accounts in connection with a boxing match including but not limited to medical, travel or accommodation expenses.

(2) Promoters are responsible for the payment of all expenses connected with the boxing match to be paid in the following order:

- (a) federal, Provincial, municipal taxes;
- (b) payments to the Authority;
- (c) payments to officials;
- (d) payments to boxers;
- (e) rent for the premises;
- (f) payments to other persons hired for the proper conduct of the boxing match;
- (g) all other expenses.

Default in payment of debts

40 A promoter who defaults in payment of a debt or obligation in connection with a boxing match shall have their licence suspended until full payment is made and all outstanding fines paid.

Director of bouts

41 A promoter shall retain a person to act as a "director of bouts" for a boxing match to ensure that the boxing match runs smoothly with as few interruptions and delays as possible.

Standby bout

42 A promoter may be required by the Authority to have one standby bout ready during a boxing match.

Arrival of boxers

43 Promoters shall ensure the arrival of the boxers for a boxing match in the city or town where the boxing match is to take place in accordance with the requirements of Section 136.

Responsibilities

44 (1) A promoter is responsible for all the details necessary to keep boxing on a level that will give the

sport a clean and healthy environment.

- (2) A promoter is responsible for the maintenance of good order and the proper conduct of their boxing matches.
- (3) A promoter shall make arrangements to safeguard the premises where their boxing matches are conducted to ensure, to the Authority's satisfaction, that adequate protection is taken against riot, stampede, or disorderly conduct.
- (4) A promoter shall not offer for sale, or cause to be sold, alcoholic beverages on the premises prior to, during, or immediately after a boxing match without written approval of the Authority.

Negotiations with licensed manager

45 A promoter or matchmaker who negotiates for a boxing match with any person who is not the manager of record for the boxer involved but who is a licensed manager shall advise the Authority of

- (a) the identity of the boxer;
- (b) the identity of the representative;
- (c) the compensation of the representative; and
- (d) by whom the compensation is to be paid.

Advertising

- 46 (1) Unless otherwise approved, no boxing match shall be advertised until a Sanction Letter for the boxing match is issued by the Authority as required by Section 36.
- (2) For the purposes of this Section, "advertising" means the notification to the public that tickets are or will be for sale.
 - (3) Press releases, news stories or other publicity on a proposed boxing match shall be permitted prior to the issuing of a Sanction Letter provided that the publicity clearly states that the proposed boxing match has not been approved and that tickets are not yet for sale.

Charitable organization

47 A promoter who wishes to conduct a boxing match under the auspices of or in conjunction with a charitable organization shall submit the proposed agreement setting forth the terms and conditions of the boxing match to the Authority for approval.

Contracts

Standard forms

48 Contracts between boxers and managers and between boxers and promoters shall be executed on forms supplied on request by the Authority to licensed boxers, licensed managers, and licensed promoters and the forms shall be as set out in Schedule "A" and Schedule "B".

Boxer failing to fulfill terms

49 A boxer failing to fulfill the terms of a contract may be subject to the disciplinary action of the Authority.

Managers

50 A boxer shall have only one manager of record and in the event a boxer has co-managers, one manager shall be named the manager of record and shall be held responsible as if there was only one manager.

51 A manager or managers shall not share in more than 33⅓% of the ring earnings of the boxer.

Contract between boxer and manager

- 52 (1) A contract entered into between a boxer and a manager shall
- (a) be filed with the Authority for approval;
 - (b) become null and void if one of the parties has a licence cancelled, suspended or is refused a renewal of a licence;

- (c) not be assigned without the approval of the Authority; and
 - (d) not be for a period of more than 4 years.
- (2) A contract between a boxer and manager is not valid unless both parties appear at the same time before the Authority and receive its approval, unless otherwise directed by the Authority.

Contract between boxer and promoter

53 A contract between a boxer and a promoter may be signed either by the boxer's manager on the boxer's behalf, or personally by the boxer if the boxer has no licensed manager of record, unless otherwise directed by the Authority.

Boxers of same weight

54 Contracts of boxers matched to meet each other shall require each boxer to be the same weight or within safe limits as determined pursuant to subsection 73(3).

Boxing match after expiration date of contract

55 No manager shall be allowed to contract the services of a boxer under the manager's management for a boxing match to take place on a date after the expiration of the contract between the manager and the boxer, unless the boxing match has been approved in advance by the Authority.

Signature of boxer

56 A contract for the services of a boxer shall be signed by the boxer under the legal name of the boxer unless the boxer is licensed to box in Nova Scotia under another name, in which case the boxer may sign the contract under the licensed name of the boxer and the legal name must appear in the body of the contract as the name under which the boxer is otherwise known.

Contracts signed by both boxers

57 Contracts for a boxing match shall not be approved by the Authority unless both boxers have signed contracts with the same promoter.

Minimum percentage of receipts for boxer

58 The minimum percentage of the receipts to be paid to boxers in the main boxing match shall be not less than 10% for each boxer, and all payments of any nature to be paid to each main boxing match boxer shall be specified in the contract.

Amount payable if opponent not present

59 If a boxer is ready to enter the ring and the opponent or a suitable substitute for the opponent is not present at the appointed time, the boxer who is ready is entitled to the amount payable under the terms of the contract.

Boxer on standby

60 A boxer in a standby or emergency boxing match, if not used, shall be paid a minimum standby fee of \$100.00 and shall be engaged for a preliminary boxing match within a reasonable time thereafter by the promoter.

Premises, Facilities and Equipment**Approved premises**

61 Boxing matches shall be held only in premises approved by the Authority.

Premises and equipment

62 The promoter shall provide

- (a) a clean bucket and a clean bottle for drinking water in each boxer's corner at each boxing match;
- (b) 14 days prior to the scheduled boxing match, for all main boxing matches and all boxing matches scheduled for 10 rounds, new gloves, and for all other boxing matches, clean, serviceable gloves, of a make approved by the Authority;

- (c) powder resin for the canvas;
- (d) Seconds' stools for each corner;
- (e) all such other articles as are required by the Authority for the proper conduct of the boxing match;
- (f) suitable separate ringside seats and scoring tables for the judges and timekeepers;
- (g) in each of the premises where boxing matches are conducted, a special private room for the exclusive use of the judges and referees;
- (h) suitable dressing rooms for the boxers, including separate dressing room facilities for female boxers.

Medical provisions

63 A promoter shall ensure that

- (a) a paramedical team is present at each boxing match and is equipped with a portable resuscitator with oxygen equipment and stretcher;
- (b) an ambulance is stationed outside the nearest door to the ring, and the shortest route possible between the ring and the ambulance door is secured; and
- (c) free admission is provided to the paramedical team personnel,

and shall pay any costs thereof.

64 No boxing match shall be held in a location that does not have access to an emergency surgical facility at a general hospital where a CAT scan facility is available and that is staffed by a qualified surgeon with appropriate facilities, including those for anaesthesia, radiology and intensive care.

Admission for Authority members and boxers

65 A promoter shall provide

- (a) free admission and sufficient seats in front of the first row of ringside for members of the Authority; and
- (b) each boxer with a minimum of 2 free admission tickets for any boxing match in which the boxer is participating.

Conduct of Boxing Matches**Administration by Authority**

66 All boxing matches shall be conducted and administered under the direction of the Authority.

Attendance by Authority representative

67 An Authority representative shall be in attendance at all boxing matches and is responsible for such matters set out in these regulations.

Officials

68 Officials shall be present at each boxing match in accordance with Section 87.

Doctors at ringside

69 Two ringside doctors shall be present at all boxing matches.

Weigh-in ceremonies

70 (1) The Authority shall determine the times and places for all weigh-in ceremonies for indoor and outdoor boxing matches.

- (2) The Authority shall select and approve the scales and their location for optimum weight accuracy.
- (3) Each boxer participating in a boxing match shall be present to be weighed on the official scales in the presence of the opponent and the Authority.
- (4) The weigh-in referred to in subsection (1) shall take place not more than 36 hours nor less than 8 hours before the scheduled start of the boxing match.
- (5) The official scales shall be made available to each boxer at least 2 hours before the official weigh-in so that the boxers may weigh themselves as needed.
- (6) Boxers are required to wear appropriate boxing shorts or walking shorts for a public weigh-in.

71 If a boxing match is postponed for more than 24 hours, a second weigh-in and additional medical examinations shall be required on the day to which the boxing match has been adjourned.

Boxers failing to make required weight

- 72 (1) An overweight boxer shall be allowed such amount of time as the Authority may determine, to make the weight stipulated in the contract.
- (2) Subject to Section 73, if a boxer fails to make the weight stipulated in the contract, the opponent shall nevertheless proceed with the boxing match.
 - (3) A boxer who fails to make the weight stipulated in the contract and is overweight shall pay an amount referred to as the "weight forfeit" to the Authority.
 - (4) The "weight forfeit" shall be 20% of the purse for the boxing match.
 - (5) No boxer shall be permitted to lose more than 3% of body weight on the day of the fight in order to make the weight stipulated in the contract.

Weight difference

- 73 (1) For boxing matches in the heavyweight division, the weight difference allowed is unlimited.
- (2) In all boxing matches other than in the heavyweight division, a Medical Advisor in conjunction with the Authority shall decide if the weight difference is too great.
 - (3) Despite subsections (1) and (2), in any non-championship boxing match, there shall not be a weight differential between the contestants, of more than the following:

Maximum Weight Differentials Between Contestants	
Where the Lighter contestant weighs	Maximum Differential
Less than 118 lbs. (53.53 kg)	3 lbs. (1.36 kg)
119 - 126 lbs. (53.98-57.15 kg)	5 lbs. (2.27 kg)
*127 - 135 lbs. (57.60-61.24 kg)	7 lbs. (3.18 kg)
136 - 147 lbs. (61.69-66.68 kg)	9 lbs. (4.08 kg)
148 - 160 lbs. (67.13-72.57 kg)	11 lbs. (4.99 kg)
161 - 175 lbs. (73.03-79.38 kg)	12 lbs. (5.44 kg)
176 - 190 lbs. (79.83-86.18 kg)	14 lbs. (6.35 kg)
More than 190 lbs. (86.18 kg)	No limit

[* The figures in this line of the table are illegible in Schedule "A" to the Order in Council filed with the Registry of Regulations. The figures included here are from the electronic version of the Schedule received by the Registry and proofread against the hard copy.]

Boxer in dressing room

- 74 (1) Boxers shall report to the dressing room of the premises,

- (a) for boxers in the main or feature boxing match and boxers engaged for emergency or standby boxing matches, 1 hour prior to the scheduled commencement of the boxing match;
 - (b) for all other boxers, 2 hours prior to the scheduled commencement of the boxing match.
- (2) All boxers shall remain in their dressing rooms until ordered into the ring by the Authority representative.

Notice of change of program

75 A notice of any change in the advertised or announced program for any main or featured boxing match shall be approved by the Authority at least 36 hours before the weigh-in for the boxing match.

Refunds on tickets

76 The promoter shall refund the purchase price of tickets presented at the box office for refund on the day of the boxing match.

Employees not permitted to coach

77 The employees of the promoter and of the matchmaker shall not coach any boxer at any time during the progress of a boxing match without the approval of the Authority.

Rounds and duration of match

78 (1) No boxing match shall be of more than 12 rounds in length, such rounds to be of

- (a) not more than 3 minutes in duration for male boxers; and
- (b) not more than 2 minutes in duration for female boxers.

(2) The Authority may, in respect of any boxing match or in respect of any class of boxers, limit the number of rounds of a boxing match within the maximum of 12 rounds.

(3) All non-championship boxing matches shall be

- (a) 4, 6, 8 or 10 rounds in duration for male boxers; and
- (b) 4, 6 or 8 rounds in duration for female boxers,

unless otherwise approved by the Authority.

(4) All world championship, Canadian championship and Commonwealth championship matches shall be of twelve 3-minute rounds.

(5) There shall be a 1-minute intermission between rounds.

79 Other championship boxing matches shall be scheduled for such duration as specified by the rules established by the organization offering the championship.

Gloves

80 (1) In all non-championship boxing matches the gloves of each boxer shall be adjusted in the dressing room under the supervision of the Authority representative.

(2) In championship boxing matches, the gloves shall be adjusted in the ring under the supervision of the Authority representative before the commencement of the boxing match.

Restoration of order by Authority

81 If the spectators conduct themselves in an unseemly manner, the boxing match shall be discontinued by the Authority until order is restored or, failing restoration of order, discontinued entirely.

Weights and Classes

82 Weight limits for boxers in all boxing matches are as follows:

<u>Class</u>	<u>Weight Limit</u>	
Flyweight	99-112 lbs.	(44.90-50.80 kg)
Bantamweight	113-118 lbs.	(51.25-53.53 kg)
Featherweight	119-126 lbs.	(53.98-57.15 kg)
Lightweight	127-135 lbs.	(57.60-61.24 kg)
Super Lightweight	136-140 lbs.	(61.69-63.50 kg)
Welterweight	141-147 lbs.	(63.95-66.68 kg)
Super Welterweight	148-154 lbs.	(67.13-69.85 kg)
Middleweight	155-160 lbs.	(70.30-72.57 kg)
Super Middleweight	161-168 lbs.	(73.03-76.21 kg)
Light Heavyweight	169-175 lbs.	(76.65-79.38 kg)
Cruiserweight	176-190 lbs.	(79.83-86.18 kg)
Heavyweight	over 190 lbs.	(86.18 kg)

Championships

- 83 (1) If a championship offered by an organization is contested in Nova Scotia, and the organization is recognized by the Authority, the rules and regulations of that organization shall be deemed to form a part of these regulations.
- (2) If the regulations of the organization referred to in subsection (1) differ substantially from these regulations, a mutual agreement shall be reached as to which rules shall apply.

Ring

- 84 (1) The ring used in all boxing matches is not to be less than 18 feet square (5.49 metres square) nor more than 20 feet square (6.1 metres square) measured within the ropes, and the floor of the ring shall extend beyond the ropes not less than 18 in. (45.72 cm).
- (2) The floor of the ring shall be padded with a 1-in. (2.54 cm) layer of Ensolite or the equivalent, placed over a 1-in. (2.54 cm) base of building board or other suitable material with a top covering of canvas, duck or similar material tightly stretched and laced securely in place under the ring apron.
- (3) Ring ropes shall be 4 in number and not less than 1 in. (2.54 cm) in diameter, wrapped securely in soft material.
- (4) The lower rope shall be 18 in. (45.72 cm) above the ring floor, the 2nd rope 30 in. (76.2 cm), the 3rd rope 42 in. (106.68 cm) and the 4th rope 54 in. (137.16 cm) above the ring floor.
- (5) Ring ropes shall be secured on all sides by 2 ties equidistant from the corner posts so that the ropes cannot be separated farther apart than they are at the corner posts, unless otherwise approved by the Authority.

Gloves

- 85 (1) The Authority shall maintain a list of approved makes of boxing gloves to be provided by the promoter pursuant to clause 62(b).
- (2) The use of gloves, thumbless and/or attached, of a standard approved by the Authority shall be mandatory for all boxers.
- (3) Boxers in weight classes above 154 lbs. (69.85 kg) shall use gloves that are 10 oz. (283.50 g) in weight; boxers in all other weight classes shall use gloves that are 8 oz. (226.80 g) in weight.
- (4) Gloves shall not be placed on a boxer's hands until the finished bandages have been approved and

signed or stamped by an Authority representative in accordance with subsection 86(5).

- (5) A representative of a boxer's opponent is entitled to be present during the bandaging procedure, including the placement of gloves on the hands of a boxer.
- (6) The laces of each glove shall be knotted on the back of the wrists and there shall be placed on the wrists of the gloves over the laces a strip of 1-in. (2.54 cm) adhesive tape.
- (7) Boxers or their Seconds who deliberately break a glove shall be assessed the cost of the pair of gloves, and may face further disciplinary action.

Hand Bandages

- 86** (1) In all weight classes up to and including 154 lbs. (69.85 kg), hand bandages shall be restricted to not more than 20 yds. (18.29 m) per hand of soft gauze bandage not more than 2 in. (5.08 cm) in width and held in place by not more than 9 ft. (2.74 m) per hand of surgeon's tape 1 in. (2.54 cm) in width.
- (2) In all weight classes above 154 lbs. (69.85 kg), hand bandages shall be restricted to not more than 20 yds. (18.29 m) per hand of soft gauze not more than 2 in. (5.08) in width held in place by not more than 11 ft. (3.25 m) per hand of surgeon's tape 1 in. (2.54 cm) in width.
- (3) In no case may the binding of surgeon's tape be applied within 1 in. (2.54 cm) of the knuckles of the boxer's hand and it shall not cover the knuckles in any way, but surgeon's tape may be applied between the fingers and knuckles from the palm of the hand to the back of the hand in order to hold the gauze covering the knuckles in place.
- (4) Before bandaging the hands, if not more than 6 in. (15.24 cm) per hand of tape 1 in. (2.54 cm) in width is used and no tape is placed across the knuckles, it is permissible to place surgeon's tape across the back of each hand.
- (5) Before a boxer enters the ring, the boxer's completed bandages shall be examined by an Authority representative and signed or stamped on each hand by the Authority representative signifying approval, and shall not be altered in any manner thereafter.

Officials

Officials for all boxing matches

- 87** (1) The officials for all boxing matches shall be 1 referee, 3 judges and 2 timekeepers.
- (2) All officials shall be appointed by the Authority, except that in a Canadian championship boxing match the Canadian Professional Boxing Federation shall appoint the officials upon the recommendation of the Authority.

Officials from other jurisdictions

- 88** (1) The Authority may, at the request of either of the participants and the promoter in a boxing match, appoint a referee and/or judge from a commission outside the jurisdiction where the boxing match is to be held.
- (2) In the event that officials are appointed from outside the jurisdiction of the Authority, it shall be the responsibility of the promoter to pay their expenses for licensing, travel, lodging and meals.

Payment of officials

- 89** Unless the boxing match does not take place, it is the responsibility of the Authority to ensure that the officials are compensated for their time and co-operation, according to a schedule of payments established by the Authority.

Minimum payments

- 90** Referees, judges and timekeepers officiating a boxing match shall be compensated for their services during the entire boxing card as follows:

- (a) referees \$100.00 minimum;
- (b) judges \$75.00 minimum;
- (c) timekeepers \$75.00 minimum.

Attire for officials

91 Officials of a boxing match shall be attired in the following manner:

- (a) referee - all black footwear, navy or black dress pants and black belt, powder blue or white dress shirt, black bow tie (not clip-on type), crest sewn on left shoulder 2 inches from shoulder seam, if applicable;
- (b) judges and timekeepers - dress pants, shoes, dress shirt, neck tie and sports jacket.

Not permitted to officiate

- 92** (1) No officer of a commission or the Canadian Professional Boxing Federation, either elected or appointed, shall be permitted to officiate in any boxing match without the approval of the Authority.
- (2) No official, director, matchmaker or stockholder of a promoter may officiate in any capacity at any boxing match conducted by the promoter, nor interfere in any way with the boxers participating in the boxing match.

Referee and Ringside Doctors**Chief Official**

93 The referee is the Chief Official in every boxing match and shall maintain supervision and control over the boxing match while it is in progress.

Medical personnel

94 The Authority shall ensure that

- (a) at least 2 ringside doctors are in attendance at each boxing match;
- (b) the fees of the attending ringside doctors are paid; and
- (c) a fully equipped team of paramedical personnel consisting of not more than 4 and no fewer than 2 persons is in attendance at each boxing match.

2 Ringside doctors in place

95 The referee shall not start the boxing match until the ringside doctors and the paramedical personnel and equipment required pursuant to Section 63 are in place at ringside.

Ringside doctors and referee

96 The ringside doctors are the highest authority on medical matters during a boxing match and their opinions shall be respected at all times by the referee.

Boxing match stopped for medical reasons

97 (1) If, in the discretion of the referee or a ringside doctor,

- (a) a boxer appears injured and unable to continue; or
- (b) either boxer appears to be in such a condition that continuation may result in serious injury to the boxer,

the referee or a ringside doctor shall call time-out and consult on the advisability of permitting the boxing match to continue.

- (2) If, as a result of a consultation pursuant to subsection (1), a ringside doctor determines that the boxing match should not continue, the referee shall stop the boxing match.

98 A ringside doctor may enter the ring during the progress of a boxing match to examine boxers and determine their ability to continue

- (a) when the referee calls time and requests that a ringside doctor enter the ring; or
- (b) when a ringside doctor calls time and makes a decision to enter the ring.

99 If a ringside doctor requires more than 90 seconds (60 seconds rest time plus 30 seconds extra) to make an assessment of the ability of a boxer to continue, the boxing match shall be stopped and a decision rendered in accordance with these regulations.

Inspection of gloves

100 The referee shall inspect the bandages and gloves of each boxer prior to the beginning of the boxing match to ensure that

- (a) the gloves are free of any foreign substance; and
- (b) the bandages of each boxer have not been altered in any manner subsequent to being inspected and signed by the Authority representative.

Chief Second

101 Before a boxing match begins, the referee shall ascertain the name of the Chief Second of each boxer and shall hold the Chief Seconds responsible for the conduct of their respective corners.

Shaking of hands

102 The shaking of hands by the boxers is only permissible immediately following the referee's instructions and after the conclusion of the boxing match.

No other person in ring

103 No persons other than the boxers and the referee shall enter the ring during the progress of any round, under penalty of the disqualification of their boxer.

Discipline

104 (1) The referee is empowered to enforce discipline and the regulations of the Authority pertaining to the conduct and behaviour of boxers and Seconds, and may stop a boxing match if, in the discretion of the referee,

- (a) a boxer did not enter into the contract in good faith;
- (b) a boxer is not honestly competing or did not honestly compete;
- (c) a boxer is guilty of any act detrimental to the sport of boxing or is guilty of a foul as defined in these regulations.

(2) If the referee halts a boxing match for any of the reasons listed in subsection (1), the boxer shall not receive any part of the monies payable under the contract.

(3) In lieu of the referee halting a boxing match for any of the reasons listed in subsection (1), the Authority representative in charge may, following the conclusion of the boxing match, impose a fine or fines on the offending boxer.

Referee not to touch boxers

105 The referee shall not touch the boxers except on the failure of one or both boxers to obey the "break" command.

Referee may consult judges

106 The referee may consult the judges with respect to low or foul blows delivered in a boxing match.

Referee to decide

107 The referee shall decide all questions arising during a boxing match that are not specifically covered by these regulations.

Mouth protector

108 (1) The referee shall not permit a boxer to start a round without a mouth protector.

- (2) If a boxer loses their mouth protector during the progress of a round, the referee shall call a time-out as soon as is practicable, retrieve the mouth protector and have it washed and replaced.
- (3) A boxer who, in the opinion of the referee, deliberately spits out their mouth protector during the course of a boxing match shall be given a warning for the first occurrence, have a point deducted for the second occurrence and shall be disqualified for the third occurrence in a boxing match.

Judges

Seating

- 109 (1)** Each of the 3 judges shall be seated on each of 3 sides of the ring, adjacent to the ring apron.
- (2) Each of the judges shall be seated alone with no person in close proximity.

Awarding of points

- 110 (1)** The decision of the judges shall be based primarily on effectiveness, taking into account the following points:
- (a) a clean, forceful hit landed on any vulnerable part of the body above the belt should be credited in proportion to its damaging effect;
 - (b) points for aggressiveness should be awarded to the boxer who sustains the attack of a round by the greatest number of skilful attacks;
 - (c) defensive work is relatively important and points should be given for cleverly avoiding or blocking a blow;
 - (d) points should be awarded where ring generalship is conspicuous;
 - (e) points should be deducted if a boxer persistently delays the action of a boxing match by clinching and by lack of aggressiveness;
 - (f) points should be deducted for a foul even though it is unintentional and not serious enough to warrant disqualification;
 - (g) a boxer should be given credit for sportsmanlike actions in the ring and for close adherence to the spirit as well as the letter of the rules, and for refraining from taking technical advantage of situations unfair to an opponent.
- (2) For the purposes of clause (1)(d) “generalship” includes
- (a) the ability to quickly grasp and take advantage of every opportunity offered;
 - (b) the capacity to cope with all kinds of situations which may arise;
 - (c) the ability to foresee and neutralize an opponent’s methods of attack;
 - (d) the ability to force an opponent to adopt a style of boxing at which the opponent is not particularly skilled.

Scoring

- 111 (1)** The “10 Point Must System” shall be used, in which the winner of a round receives 10 points and the loser of the round is awarded the appropriate number of points from 9 to 7, as the performance merits.
- (2) If a round is even, both boxers shall receive 10 points.
 - (3) The loser shall never receive less than 7 points.
 - (4) Seven points will only be awarded after multiple knockdowns or in the event of points being deducted for fouling pursuant to subsection 149(2) or 152(1).

(5) When the referee deducts points from a boxer, the referee shall inform the judges immediately.

112 Independent scoring sheets shall be used by each judge for each round.

113 At the conclusion of each round, a person or persons so designated by the Authority shall collect the scoring sheets and deliver them to the Authority representative who shall keep the master score sheet and a running tally of the scores.

114 (1) At the conclusion of the boxing match the majority decision of the 3 judges shall determine the winner of the boxing match.

(2) A boxing match shall be declared a draw if

(a) all 3 judges score even;

(b) 2 judges score even; or

(c) 1 judge scores even and the other 2 judges score for different boxers.

Knockdown and Knockout

“Down”

115 A boxer shall be deemed to be “down” when

(a) a part of the boxer’s body other than their feet is on the ring floor;

(b) rising from the down position;

(c) the boxer is hanging helplessly over the ropes as a result of a legal blow, as ruled by the referee.

116 A boxer who falls or is knocked out of the ring and off the ring apron as a result of a legal blow is deemed to be down and knocked out unless the boxer returns to the ring unassisted before the count of 20 has been reached.

Count

117 (1) When a boxer is down, the referee shall order the opponent to retire to the farthest neutral corner of the ring by pointing to the corner.

(2) Once the opponent has retired pursuant to subsection (1), the referee shall immediately assume the count from the time-keeper or knockdown caller.

(3) If the opponent does not go to the neutral corner or fails to remain in the designated corner, the referee shall cease counting until the opponent has returned to the corner and then the count shall be resumed from the point at which it was interrupted.

118 If a boxer who is down arises before the count of 10 is reached and again goes down without being struck, the referee shall resume the count where it was left off.

119 A boxer who is knocked down from a legal blow as opposed to a slip or fall must take a mandatory count of 8.

Examination by referee

120 (1) If when the count of 8 is reached a boxer is standing, the referee may examine the boxer long enough to ensure that the boxer is in fit condition to continue.

(2) If the referee is satisfied that the boxer is in fit condition to continue, the referee shall order the boxing match to continue without loss of time.

Announcement of count

121 When a boxer is knocked down and after the referee has assumed the count pursuant to subsection 117(2), the referee shall audibly announce the count and motion with right arm downward indicating the end of each second of the count.

Count of 10

122 If a boxer taking the count is still down when the referee calls the count of 10, the referee shall wave both arms indicating that the boxer has been knocked out.

Round ending during count

123 If a round ends during a knockdown count, the referee shall continue to count unless the boxer rises and is on their feet before the count of 10 is reached, excepting that the count shall not continue past the end of the final round.

Automatic knockout

124 Three knockdowns within the same round of a boxing match shall constitute an automatic knockout.

Handlers

125 When a boxer is knocked out, none of the boxer's handlers shall touch the boxer until a ringside doctor enters the ring and personally attends the fallen boxer and issues instructions to the boxer's handlers.

Failure to rise after fall

126 If a boxer slips, falls or is wrestled down without legal blows being delivered, the boxer shall be ordered by the referee to rise immediately and failure to rise may be sufficient cause for disqualification.

Boxers**Qualification**

127 A boxer must be qualified to perform as a boxer.

128 Boxers shall only be permitted to box with boxers of the same sex.

Rest periods

129 A mandatory rest period shall be imposed upon all boxers as follows:

- (a) 30 days rest upon completing 10 or more rounds;
- (b) 21 days rest upon completing 6-9 rounds;
- (c) 14 days rest upon completing 1-5 rounds.

Costume

130 (1) A male boxer participating in a boxing match shall wear a costume approved by the Authority, which shall include

- (a) trunks that reach at least mid-thigh;
- (b) a foul-proof guard not extending above the waist line;
- (c) athletic, non-slip footwear; and
- (d) a mouth protector.

(2) A female boxer participating in a boxing match shall wear a costume approved by the Authority, which shall include

- (a) a body shirt and shorts, and the boxer shall have 2 costumes of contrasting colours;
- (b) a chest protector made specifically for the boxer;
- (c) athletic, non-slip footwear; and
- (d) a mouth protector.

(3) No leotards or other such costumes are permissible.

131 No jewellery shall be worn during a bout.

Hair

132 A boxer's hair shall be safely secured in a manner so that it shall not interfere with the vision or safety of either boxer.

Facial hair

- 133 (1)** No boxer with a beard of more than 2 days growth may participate in a boxing match without the Authority's approval.
- (2)** A boxer with a moustache is permitted to participate in a boxing match provided that it is not considered possible for the moustache to cause a cut or injury to the opponent.

Petroleum jelly

- 134** The discretionary use of petroleum jelly is permitted around the eyes, bridge of the nose and behind the ears, but no grease or other substance is permitted on the body, arms or legs of a boxer during a boxing match.

Boxer reported ill

- 135** A boxer who is reported ill may be placed upon the "Ill and Unavailable" list and shall not be reinstated until the boxer has been examined and approved by a Medical Advisor, and until the boxer either fulfills all commitments pending at the time of the suspension or is released from them by the promoter.

Arrival of boxer in city or town

- 136 (1)** A boxer participating in a championship boxing match shall arrive in the city or town where the boxing match is to take place
- (a) for a world title fight, not less than 5 days;
 - (b) for a Canadian title fight, not less than 3 days; and
 - (c) for a Maritime title fight, not less than 2 days
- before the advertised commencement of the boxing match.
- (2)** For all boxing matches other than championship boxing matches, boxers shall be in the city or town where the boxing match is to take place not less than 48 hours before the advertised commencement of the boxing match unless otherwise directed by the Authority.

Amateur boxers on professional boxing cards

- 137** Amateur boxers shall not participate on professional boxing cards or on professional-amateur boxing cards without the approval of Boxing Nova Scotia.
- 138** All amateur boxing matches on a professional boxing card shall be conducted under the rules of the Canadian Amateur Boxing Association and shall be under the complete jurisdiction of judges, referees and other officials appointed by Boxing Nova Scotia.
- 139** The officials referred to in Section 138 shall be admitted free of charge by the promoter.
- 140** No boxer in an amateur boxing match on a professional boxing card shall be permitted to participate unless the boxer has been examined by a medical doctor in accordance with the medical standards as set out by the Authority.
- 141** The fee for the use of amateur boxers on professional boxing cards shall be paid by the promoter to the Authority before the boxing matches are sanctioned.
- 142** Fees payable for the appearance of amateur boxers on a professional boxing card or a professional-amateur boxing card shall not be less than an amount that will reimburse all expenses of attendance of the amateur boxers including transportation, accommodation, and meal expenses, and may, with the approval of the Authority, also provide for a share of the profits of the card, either as a guarantee or share of percentage, in such amounts as the promoter and Boxing Nova Scotia may agree.
- 143** No cash transactions shall be permitted under any circumstances between the promoter, manager, or boxer and all fees for the appearance of amateur boxers on a professional boxing card shall be paid to the Authority by certified cheque.

144 Fees collected by the Authority shall be paid to Boxing Nova Scotia, which shall

- (a) reimburse the expenses of the amateur boxers; and
- (b) apply the balance, if any, for the further development of amateur boxing in Nova Scotia.

Return after voluntary retirement

145 (1) After 1 year of voluntary retirement, a boxer wishing to return to professional boxing must pass a complete physical examination including a VO-2 MAX test that measures endurance and recovery capacity of the body.

- (2) A boxer returning to professional boxing pursuant to subsection (1) must begin a new career in a scheduled boxing match not exceeding 6 rounds and thereafter have 1 additional boxing match scheduled for 10 or fewer rounds before being permitted to fight more than 10 rounds.

Fouls

Low blows

146 (1) No boxing match shall be terminated by a low blow, as the protectors that are used by boxers are sufficient protection to withstand any low blow that might otherwise incapacitate either of the boxers.

- (2) If a boxer falls to the ring floor or otherwise indicates an unwillingness to continue because of a claim of a low blow foul, the boxing match shall be terminated and the referee shall award the boxing match to the opponent.

Accidental fouls

147 (1) In the case of an accidental foul, the referee shall determine whether the boxer who has been fouled can continue.

- (2) If the boxer's chances have not been seriously jeopardized as a result of the accidental foul, the referee may order the boxing match to continue after an interval of not more than 5 minutes rest.

Major fouls

148 (1) The following are considered major fouls:

- (a) hitting an opponent who is down;
- (b) using the knee against the opponent;
- (c) purposely going down without being hit;
- (d) failing to heed the referee's warnings concerning low blows or other minor fouls;
- (e) using a pivot blow or rabbit punch;
- (f) any dangerous or unsportsmanlike conduct in the ring;
- (g) deliberate butting.

- (2) Upon the occurrence of any deliberate foul in a round, the referee shall

- (a) award the round to the fouled boxer; or
- (b) disqualify the offending boxer and award the boxing match to the fouled boxer.

Minor fouls

149 (1) The following are considered minor fouls:

- (a) holding an opponent;
- (b) deliberately maintaining a clinch;
- (c) hitting with the inside or butt of the hand, the wrist or elbow;
- (d) backhand blows;
- (e) low blows;
- (f) hitting or "flicking" with the open glove;
- (g) wrestling or roughing at the ropes;
- (h) deliberately striking at that part of the body over the kidneys;

- (i) hitting on the break.
- (2) Upon the occurrence of a minor foul in a round, the referee shall determine whether the offending boxer should be warned or should lose points; however, upon the occurrence of the same minor foul 3 times in a boxing match, the referee shall automatically order that points be deducted.

Boxing Match Decisions Resulting from Injuries

Injuries/cuts - blows

150 When an injury is produced by a fair blow and the boxing match cannot continue because of the severity of the injury, the injured boxer will be declared the loser by technical knockout.

Injuries/cuts - intentional fouls

151 If a boxer intentionally fouls their opponent resulting in an injury, the severity of which prevents the injured boxer from continuing, the offender shall be declared the loser by disqualification.

- 152 (1)** If, despite an injury resulting from an intentional foul, a boxing match can continue, the referee shall penalize the offender by deducting points depending upon the severity of the offence.
- (2)** If a boxing match continues under the circumstances described in subsection (1),
- (a) the referee shall notify the judges and Authority representative that the injury was produced by an intentional foul; and
 - (b) if in subsequent rounds the same injury should become so severe that the boxing match has to be terminated, the decision shall be awarded as follows:
 - (i) technical draw if the injured boxer is behind in points or even on the scorecards, or
 - (ii) technical decision awarded to the injured boxer if the injured boxer is ahead in points on the scorecards.

153 If a boxer receives an injury while trying to foul their opponent, the referee will not take any action in the injured boxer's favour and the injury shall be considered produced by a failed blow from the opponent.

Injuries/cuts - accidental blows

154 If the referee sees or, after consultation with the judges, determines that a boxer has been accidentally injured in a boxing match and it is determined that

- (a) the boxer cannot continue, the referee shall immediately call a technical decision to be awarded to the boxer who is ahead in points on the scorecards;
- (b) the boxer can continue, the referee shall notify the judges and Authority representatives that if in subsequent rounds the same injury becomes so severe that the boxing match has to be suspended, the decision shall be awarded in accordance with the majority decision as disclosed by the scorecards.

155 If a boxing match is terminated before the expiration of 3 rounds because of accidental injury to a boxer, a draw will be awarded to the boxers.

Suspensions - Medical

Duration of suspension

- 156 (1)** A boxer who suffers a knockout (KO) or a technical knockout from blows to the head (TKO-H) shall be suspended for not less than 60 days.
- (2)** A boxer who suffers 2 consecutive or a combination of 2 knockouts (KO) or technical knockouts from blows to the head (TKO-H) within a 6-month period shall be suspended for not less than 180 days.

- (3) A boxer who suffers 3 consecutive or a combination of 3 knockouts (KO) or technical knockouts from blows to the head (TKO-H) within a 1-year period shall be suspended for not less than 1 year.
- (4) A boxer who suffers a technical knockout as the result of cuts (TKO-C) shall be suspended for a duration prescribed by a Medical Advisor.
- (5) A boxer who suffers a technical knockout as the result of blows to the body (TKO-B) shall be suspended for a duration prescribed by a Medical Advisor.

Surrender of licence

157 A boxer who is suspended shall immediately surrender their licence to the Authority and shall not be re-instated until successfully passing a medical examination as follows:

- (a) for knockout and technical knockout from blows to the head, a complete medical examination; or
- (b) for technical knockouts from cuts or blows to the body, a medical examination as prescribed by a Medical Advisor.

Contact training

158 (1) During a suspension, a boxer shall refrain from contact training until at least one half of the suspension period has expired and shall not participate in contact training until the necessary medical examination has been passed.

- (2) Failure to comply with this Section shall result in automatic permanent suspensions for the boxer and the manager.

Suspension on recommendation of Medical Advisor

159 (1) The Authority may suspend a boxer if on the recommendation of a Medical Advisor it considers the suspension necessary for the protection of the boxer's health and life.

- (2) A boxer suspended pursuant to subsection (1) may be re-instated after successfully passing a complete medical examination.

Retirement for own protection

160 If a boxer has suffered repeated knockouts or severe beatings the boxer shall be ordered to retire for the boxer's own protection.

Seconds**Approved Seconds**

161 A boxer shall submit the names of the Chief Second and assistant Seconds to the Authority for approval, and only approved Seconds shall be allowed in a boxer's corner.

Licence

162 All Seconds must obtain a licence from the Authority and only licensed seconds shall be allowed in a boxer's corner.

Actions of Seconds

- 163 (1)** Seconds shall remain seated and silent during the rounds.
- (2) Seconds shall leave the ring platform promptly when the bell sounds for the beginning of a round and shall remove all obstructions from the ring platform.

Ejection

164 Non-compliance with Section 161, 162 or 163 shall result in the ejection of the offenders from the premises and may result in the disqualification of their boxer.

Number of Seconds

165 Each boxer is permitted to have 3 Seconds; however, in the event of a championship boxing match 1

additional Second is permitted who shall remain on the floor at all times.

Chief Second

- 166 (1)** Only the Chief Second is permitted inside the ring between rounds.
- (2)** Each boxer is responsible for the conduct of their Chief Second.
- (3)** The Chief Second is responsible for the conduct of their corner.

Coaching

167 Continued coaching from the corner during the course of the boxing match may subject the corner's boxer to disqualification.

Water

168 Excessive use of water in the corners shall not be permitted.

Throwing objects

169 Seconds shall not throw sponges, towels or any other foreign objects into the ring at any time, but such action shall not be cause to stop a boxing match.

Materials allowed

170 In the corners during a boxing match Seconds shall only use the following materials issued or approved by the Authority:

- (a) Thrombin, Avetine, Thrombin soaked pads;
- (b) Adrenalin 1/1000 solution, restricted for topical haemostasis of cuts and nosebleeds only;
- (c) approved medical electrolyte solution;
- (d) petroleum jelly;
- (e) gauze pads;
- (f) adhesive surgeon's tape;
- (g) clean towels;
- (h) clean water;
- (i) cotton swabs;
- (j) ice;
- (k) bandage scissors; and
- (l) such other items or substances that have been approved by the Authority.

Medical Procedures

Injury or illness before boxing match

171 Any injury or illness suffered by a boxer before a scheduled boxing match or while in training for a boxing match shall be reported to the Authority within 24 hours by the boxer or by the boxer's manager, and the boxer shall be examined by a medical doctor who shall conduct such tests and surveys as the illness or injury warrants.

Examinations

172 Every boxer shall, before the weigh-in and within 36 hours of a boxing match, have a complete medical examination conducted by a medical doctor and, where the examination is not conducted by the Medical Advisor, provide a certificate satisfactory to the Medical Advisor of such examination.

173 Where a ringside doctor considers it necessary, he or she may conduct

- (a) a general physical examination in dressing rooms prior to the boxing match;
- (b) a general physical examination of each boxer immediately after the conclusion of the boxing match.

174 A ringside doctor shall ensure that boxers entering the ring are

- (a) mentally and physically sound;

- (b) not under the influence of drugs or alcohol.

Mammogram

175 If a mammogram, or subsequent breast examination that is carried out as part of the pre-bout medical, shows the presence of breast implants, the medical doctor will inform the boxer of the ramifications and potential of a rupture of an implant.

Pregnancy test

176 (1) A urine pregnancy test must be carried out on all female boxers no less than 3 days and no more than 7 days prior to a boxing match.

- (2) Any female who is found to be pregnant shall not be permitted to box.

Termination of boxing match

177 If the boxing match is terminated because of a physical injury, a ringside doctor shall

- (a) render any emergency treatment necessary;
- (b) recommend such further treatment or hospitalization required; and
- (c) report the matter to the Authority within 24 hours.

Examinations required after boxing match

178 A boxer who sustains injury or actual knockout during a boxing match shall be thoroughly examined by a medical doctor within 24 hours.

179 (1) In the event that a boxer is knocked out, suffers a technical knockout or, in the opinion of the Authority, suffers a severe beating, the boxer shall submit to a neurological examination within 48 hours as arranged by a ringside doctor, and the boxer's manager shall be advised.

- (2) The neurological examination referred to subsection (1) may, at the discretion of a ringside doctor, include any or all of the tests or surveys listed in Section 33, and a report from the neurologist shall be filed with the Authority.

180 (1) The Authority may suspend a boxer at the request of an attending ringside doctor until the boxer is fully recovered, or may extend any suspension already imposed.

- (2) If the boxer described in subsection (1) is subsequently treated by the boxer's personal medical doctor or is hospitalized because of the injury, the boxer or the boxer's manager shall promptly submit to the Authority a full report from the medical doctor or hospital.

Detached retina

181 Any boxer diagnosed as having a detached retina shall be permanently barred from boxing matches unless the boxer has received treatment and a qualified ophthalmological surgeon certifies that it is safe for the boxer to box and established visual standards are met.

Written report after boxing match

182 A ringside doctor shall provide a written report on the condition of each boxer after the boxing match including in the report any recommendation for further treatment, examination and suspension.

Medical examination report forms

183 All medical examination reports must be completed on forms supplied by the Authority and must be filed with the Authority.

Drugs

184 It is strictly prohibited for boxers to practice "blood boosting", the intravenous administration of blood or blood products to enhance the boxer's performance, for non-medical or recreational purposes.

185 (1) The administering or use of drugs or stimulants, including smelling salts or ammonia, either before or during a boxing match, to or by a boxer is strictly prohibited.

- (2) No boxer shall ingest any substance, other than plain water or approved medical electrolyte solution provided by the Authority, during the boxing match.
- (3) Any boxer violating subsection (1) or (2) shall be disqualified.

186 The discretionary use of coagulants listed in Section 170 may be permitted between rounds to stop bleeding from minor cuts and lacerations sustained by a boxer.

187 The use of iron-based coagulants such as “Monsel’s Solution” or any of its derivatives is strictly prohibited and the use of any such coagulant is cause for immediate disqualification.

Master of Ceremonies

188 Prior to a boxing match, the Master of Ceremonies shall make such announcements as directed by the Authority, including the names of

- (a) the boxers;
- (b) the referee and judges;
- (c) the ringside doctors;
- (d) the time-keeper;
- (e) the knockdown time-keeper;
- (f) the sanctioning bodies; and
- (g) other particulars of the boxing match.

189 Prior to the commencement of a boxing match and after all other announcements have been completed, the Master of Ceremonies shall announce as follows:

“This boxing match has been sanctioned and is being conducted under the direction of the Nova Scotia Boxing Authority, _____, Chairman. The Authority is represented at ringside by _____, who is the designated Supervisor for this boxing match.”

**Schedule “A”
Nova Scotia Boxing Authority
Manager-Boxer Contract**

THIS AGREEMENT made the _____ day of _____, 20____

BETWEEN:

of _____
hereinafter called the “Manager” of the One Part;

-and-

of _____
hereinafter called the “Boxer” of the Other Part;

WITNESSETH that the Manager and the Boxer agree as follows:

1. The Boxer appoints the Manager for _____ months from and including the _____ day of _____, 20____, to act as manager in all boxing matches in which the Boxer takes part.
2. The Manager shall arrange all boxing matches for the Boxer, at such times and places, and with such opponents, and at such weights as the Manager considers advisable.
3. The Boxer shall not engage in any boxing matches without the consent of the Manager.

- 4. The Manager may advertise any boxing matches in which the Boxer is under contract to take part.
- 5. The Manager shall arrange and pay for any advertising, and provide and post forfeits and guarantees, for boxing matches in which the Boxer takes part.
- 6. Except where the Manager is negligent, all forfeits shall be borne equally by the Manager and the Boxer.
- 7. The Manager shall, in respect of boxing matches in which the Boxer takes part,
 - (a) keep reasonable records of payments and receipts;
 - (b) be responsible for the collection and receipt of funds and the payment of accounts; and
 - (c) give an accounting to the Boxer when requested.
- 8. The Boxer shall
 - (a) take part in boxing matches arranged by the Manager;
 - (b) keep in proper physical condition; and
 - (c) train, diet and prepare for boxing matches under the supervision and direction of the Manager.

9. The expenses of the Boxer incurred in training for a boxing match, and any advertising therefor, shall be deducted from the purse of the Boxer for the boxing match, and the balance divided as follows:

For the Boxer _____ percent; and
 For the Manager _____ percent.

IN WITNESS WHEREOF the Manager and Boxer have signed their names the day and year first above written.

SIGNED IN THE PRESENCE OF)
)
) _____
) Manager
)
) _____
) Boxer

Schedule "B"
Nova Scotia Boxing Authority
Promoter-Boxer Contract

THIS AGREEMENT made the _____ day of _____, 20____

BETWEEN:

 of _____
 hereinafter called the "Promoter" of the One Part;

-and-

 of _____
 hereinafter called the "Boxer" of the Other Part;

WITNESSETH that the Promoter and the Boxer agree as follows:

- 1. The Boxer shall take part in a boxing match of _____-minute rounds (max. 2 mins for female boxers and 3 mins for male boxers), to be held by the Promoter in _____

_____ on the _____ day of _____, 20____, against _____ of _____ or a substitute permitted by the *Boxing Authority Regulations*, at a weight not exceeding _____ pounds.

- 2. (1) The Promoter shall pay the Boxer for the Boxer's services, after the boxing match, _____ dollars in _____ money, or _____ percentage of the gross receipts of the boxing match less the amount deducted from those receipts according to the *Boxing Authority Regulations*.
- (2) The Promoter shall pay the Boxer's expenses in _____ money, as follows:
- 3. The Boxer shall deposit with the Promoter, cash or a certified cheque, in the amount of _____ dollars, to be forfeited in accordance with the *Boxing Authority Regulations* if the Boxer does not appear for the boxing match or appears, but in the opinion of the Medical Advisor, is not in a physical condition to participate in the boxing match, or appears but does not meet the weight limit as set out in paragraph or Section 1 above.
- 4. Where the Boxer is overweight, the Boxer shall take part in the boxing match unless the Authority deems the difference in weights between the Boxer and the opponent is too great for a fair boxing match.
- 5. The Boxer shall be in _____ at least 48 hours prior to the "weigh-in" or at such other time as the Authority shall approve. The Boxer shall not take part in another boxing match in the 7-day period immediately preceding the boxing match herein contracted for.
- 6. (1) The Boxer agrees to use a foul-proof guard/chest protector selected by the Boxer of a type approved by the Authority.
- (2) It is expressly understood that this boxing match is not to be terminated by a low blow, as any foul-proof guard selected by the Boxer is, in the Boxer's opinion, sufficient protection to withstand any so-called low blow that might otherwise incapacitate the Boxer.
- 7. The Boxer agrees that if, in the opinion of the Referee, the Boxer "fouls", "stalls", "fakes", or "quits" during the boxing match, the Boxer shall not be entitled to compensation, and the purse shall be forfeited in accordance with the *Boxing Authority Regulations*.
- 8. The Boxer hereby declares and guarantees that the Boxer is the full age of nineteen years.
- 9. The Promoter is representing _____ who will be paid _____ dollars as a fee for this contract, such payment to be made by _____.

IN WITNESS WHEREOF the Promoter and the Boxer have signed their names the day and year first above written.

SIGNED IN THE PRESENCE OF)

) _____
) Promoter
) _____
) Boxer

N.S. Reg. 156/2002

Made: December 17, 2002

Filed: December 19, 2002

Proclamation, S. 128(1), S.N.S. 2001, c. 6

- except S. 21(4), S. 31(4), S. 39 and S. 119(3)

Order in Council 2002-580 made December 17, 2002

Proclamation made by the Governor in Council

pursuant to subsection 128(1)

of the *Land Registration Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated November 29, 2002, and pursuant to subsection (1) of Section 128 of Chapter 6 of the Acts of 2001, the *Land Registration Act*, and subsection (7) of Section 3 of Chapter 235 of the Revised Statutes, 1989, the *Interpretation Act*, is pleased to order and declare by proclamation that Chapter 6 of the Acts of 2001, the *Land Registration Act*, except subsection (4) of Section 21, subsection (4) of Section 31, Section 39 and subsection (3) of Section 119 thereof, come into force on and not before March 24, 2003.

PROVINCE OF NOVA SCOTIA

Sgd. *M.A. Freeman*

G/S

ELIZABETH THE SECOND, by the Grace of God,
of the United Kingdom, Canada and Her Other
Realms and Territories, Queen, Head of the
Commonwealth, Defender of the Faith.

TO WHOM ALL THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE
CONCERN,

GREETING

A PROCLAMATION

WHEREAS in and by subsection (1) of Section 128 of Chapter 6 of the Acts of 2001, the *Land Registration Act*, it is enacted as follows:

128 (1) This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 6 of the Acts of 2001, the *Land Registration Act*, except subsection (4) of Section 21, subsection (4) of Section 31, Section 39 and subsection (3) of Section 119 thereof, come into force on and not before March 24, 2003.

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 6 of the Acts of 2001, the *Land Registration Act*, except subsection (4) of Section 21, subsection (4) of Section 31, Section 39 and subsection (3) of Section 119 thereof, come into force on and not before March 24, 2003, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these
our Letters to be made Patent and the
Great Seal of Nova Scotia to be
hereunto affixed.

WITNESS, Our Trusty and Well Beloved Her Honour
the Honourable Myra A. Freeman, Lieutenant
Governor of the Province of Nova Scotia.

AT Our Government House in the Halifax Regional
Municipality, this 17th day of December, in the
year of Our Lord two thousand and two and in
the fifty-first year of Our Reign.

BY COMMAND:

Sgd. *M.G. Baker*
Provincial Secretary
Minister of Justice and Attorney General

N.S. Reg. 157/2002

Made: December 17, 2002

Filed: December 19, 2002

Land Registration General Regulations;
Fees and Allowances Regulations

Order in Council 2002-581 made December 17, 2002
Regulations and amendments to regulations made by the Governor in Council
pursuant to subsection 128(2) of the *Land Registration Act* and
subsection 2(1) of the *Costs and Fees Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated November 29, 2002, and pursuant to

- (a) Section 93 and subsection 128(2) of Chapter 6 of the Acts of 2001, the *Land Registration Act*, is pleased to make general regulations respecting land registration in the form set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after March 24, 2003;
- (b) subsection 94(3) of Chapter 6 of the Acts of 2001, the *Land Registration Act*, is pleased to approve of the Minister entering into agreements with the Nova Scotia Barristers' Society and with members of the Society setting out, among other provisions,
 - (i) the powers and duties of a registrar that a qualified solicitor may exercise or perform, as prescribed in the general regulations respecting land registration made under clause (a),
 - (ii) the conditions for exercising or performing the powers and duties referred to in subclause (i), as prescribed in the general regulations respecting land registration made under clause (a), and
 - (iii) any other terms prescribed by the Minister;
- (c) subsection 2(1) of Chapter 104 of the Revised Statutes of Nova Scotia, 1989, the *Costs and Fees Act*, is pleased, effective on and after March 24, 2003, to amend the Fees for Registrar of Deeds set out in Schedule "A" to the regulations respecting fees and allowances for departments, officials or persons in respect of the services mentioned in the Schedule to Part 1 of that Act made by the Governor in Council by Order in Council 90-558 dated May 8, 1990, by
 - (i) repealing item (2) and substituting the following item:
 - (2) Despite subsection (1), there is no fee for
 - (a) filing, entering or registering an instrument, document or plan if a fee has been paid to register or record the same instrument, document or plan pursuant to the *Land Registration Act*,
 - (b) filing a boundary retracement survey plan prepared by a surveyor authorized under the *Nova Scotia Land Surveyors Act*, or
 - (c) registering a statutory declaration respecting judgments.
 - (ii) repealing items (8) and (9).

Schedule "A"**Regulations Respecting Application of the Act, Registration Districts, Transition, Delegation of Registrar's Duties, and Fees made by the Governor in Council pursuant to Section 93 and subsection 128(2) of Chapter 6 of the Acts of 2001, the *Land Registration Act*****Citation**

1 These regulations may be cited as the *Land Registration General Regulations*.

Definitions

2 In these regulations,

- (a) "Act" means the *Land Registration Act*;
- (b) "designated county" means a county designated in Section 3 for the purposes of subsection 128(2) of the Act, which provides that Sections 2 to 64 and 70 to 95 only apply to a designated county.

Application of Act

3 For greater certainty,

- (a) Section 39 and subsections 21(4), 31(4) and 52(2) of the Act do not apply within any designated county until those provisions are proclaimed in force;
- (b) subsection 119(3) of the Act does not apply within any county until it is proclaimed in force; and
- (c) Section 5 of the Act applies within each county in Nova Scotia.

Designation of counties

4 The County of Colchester is a designated county.

Establishment of registration districts

5 Each county in Nova Scotia is a registration district.

Qualified solicitors - performing duties and exercising powers of registrar

- 6 (1) Qualified solicitors are prescribed as a class of persons who may perform the duties and exercise the powers of a registrar to create a parcel register and register a parcel.
- (2) A qualified solicitor may perform the duties and exercise the powers set out in subsection (1), if the qualified solicitor
- (a) maintains a level of liability insurance at least equal to the level required by the Nova Scotia Barristers' Society;
 - (b) complies with any education requirements of the Nova Scotia Barristers' Society relating to the land registration system; and
 - (c) executes an agreement with the Minister, in a form approved by the Minister, that sets out the qualified solicitor's contractual obligations regarding registration and any other terms prescribed by the Minister.

Prescribed fees

7 The fees for services that are provided pursuant to the Act are as set out in Appendix 1 - Fees for Services Under the *Land Registration Act*.

Transition provisions

8 (1) Subsection 37(2) of the Act does not apply to a transfer for value completed before a county

becomes a designated county, as long as the transfer documents are submitted for registration to the registry of deeds for the county within 90 days after that county becomes a designated county.

- (2) Subsection 37(3) and clause 46(1)(c) of the Act do not apply to a mortgage or security interest under which the funds are advanced before a county becomes a designated county, as long as the mortgage or security interest documents are submitted for registration to the registry of deeds for the county within 90 days after that county becomes a designated county.
- (3) Clause 46(1)(b) of the Act does not apply to a subdivision, if the plan of subdivision is submitted to the municipality for final approval before the county in which the plans are submitted becomes a designated county.
- (4) Subsection 46(2) of the Act does not apply to the registration of a condominium corporation declaration if all the documents necessary for acceptance of the registration are submitted to the Registrar of Condominiums before the county in which the registration is submitted becomes a designated county and the accepted condominium registration is submitted to the registry of deeds for the county within 90 days after that county becomes a designated county.
- (5) Subsection 51(5) of the Act does not apply to a security interest entered into before March 24, 2003.

**Appendix “1”
Fees for Services Under the *Land Registration Act***

- 1 All fees must be paid at the time of registration, recording or filing of the document referred to, or at the time of service.
- 2 If documents are combined or attached together, or if several instrument types are combined together in one instrument or document, each instrument or document type is considered to be separate and the fee is payable for each.
- 3 Despite clause 4(a), there is no fee to register or record a document if a fee has been paid to file, enter or register the same document pursuant to the *Registry Act*.
- 4 The fees for services that are provided under the Act are as follows:
 - (a) to register or record, by any means, any document except a boundary retracement survey plan prepared by a surveyor authorized under the *Nova Scotia Land Surveyors Act*, a statutory declaration respecting judgments, an application form or cover page not registered or recorded in a roll or parcel register, an Affidavit of Name Change required by subsection 22(1), an abstract, an affidavit of verification, an owner’s authorization, an opinion of title, a certificate of legal effect, a parcel description certification application or amendment, or an application for registration \$70.00
 - (b) to register, record or file a copy of any document referred to in an abstract, that is not already registered, recorded or filed pursuant to the Act or the *Registry Act* except a boundary retracement survey plan prepared by a surveyor authorized under the *Nova Scotia Land Surveyors Act* or a statutory declaration respecting judgments \$70.00
 - (c) to process information that must accompany an application for registration pursuant to Section 37 of the Act and that is submitted after the time permitted by regulation or submitted within the time required but is incomplete, payable by qualified solicitor \$100.00
 - (d) for certification by a registrar of a document, extract from a document or extract from electronic data \$10.00
 - (e) for a Certificate of Registered Ownership issued by a registrar \$25.00
 - (f) for searching any books, indexes or files, per person per half day \$5.00

- (g) for each registered or recorded document required by a registrar to be produced for inspection \$2.00
- (h) for supplying copies of registered or recorded documents or extracts from those documents, for each page copied by a photocopier, per page \$1.00
- (i) for entering and registering the following documents under the *Condominium Act*:
 - (i) declarations \$100.00 plus \$10.00 per unit
 - (ii) any following documents (by-laws, etc.), per document \$35.00
 - (iii) certifying any document \$25.00

5 A registrar may waive the fee for

- (a) recording an Application by Owner to the Registrar General for Review of a Registrar's Refusal to Revise or Rectify a Registration pursuant to subsection 18(14) or subsection 33(5) of the Act, if the Registrar General does not confirm the registrar's refusal.
- (b) recording a Request by Owner for Rectification pursuant to subsection 33(2) of the Act, if the error in the registration was the responsibility of a registrar.

N.S. Reg. 158/2002

Made: December 17, 2002

Filed: December 19, 2002

Proclamation, S. 12, S.N.S. 2002, c. 26

Order in Council 2002-582 made December 17, 2002
 Proclamation made by the Governor in Council
 pursuant to Section 12 of the *Atlantic Blue Cross Care Inc. Act*

The Governor in Council on the report and recommendation of the Minister of Environment and Labour dated December 3, 2002, and pursuant to Section 12 of Chapter 26 of the Acts of 2002, the *Atlantic Blue Cross Care Inc. Act*, is pleased to order and declare by proclamation that Chapter 26 of the Acts of 2002, the *Atlantic Blue Cross Care Inc. Act*, come into force on and not before January 1, 2003.

PROVINCE OF NOVA SCOTIA

Sgd. *M.A. Freeman*

G/S

ELIZABETH THE SECOND, by the Grace of God,
 of the United Kingdom, Canada and Her Other
 Realms and Territories, Queen, Head of the
 Commonwealth, Defender of the Faith.

TO WHOM ALL THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE CONCERN,

GREETING

A PROCLAMATION

WHEREAS in and by Section 12 of Chapter 26 of the Acts of 2002, the *Atlantic Blue Cross Care Inc. Act*, it is enacted as follows:

- 12** This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 26 of the Acts of 2002, the *Atlantic Blue Cross Care Inc. Act*, come into force on and not before January 1, 2003,

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 26 of the Acts of 2002, the *Atlantic Blue Cross Care Inc. Act*, come into force on and not before January 1, 2003, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these our Letters to be made Patent and the Great Seal of Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved Her Honour the Honourable Myra A. Freeman, Lieutenant Governor of the Province of Nova Scotia.

AT Our Government House in the Halifax Regional Municipality, this 17th day of December, in the year of Our Lord two thousand and two and in the fifty-first year of Our Reign.

BY COMMAND:

Sgd. *M.G. Baker*
Provincial Secretary
Minister of Justice and Attorney General

N.S. Reg. 159/2002

Made: December 20, 2002

Filed: December 24, 2002

Proclamation, S. 10, S.N.S. 2002, c. 13

Order in Council 2002-596 made December 20, 2002
Proclamation made by the Governor in Council
pursuant to Section 10 of the *Volunteer Fire Services Act*

The Governor in Council on the report and recommendation of the Deputy President of the Executive Council dated December 3, 2002, and pursuant to Section 10 of Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, is pleased to order and declare by proclamation that Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, come into force on and not before January 1, 2003.

PROVINCE OF NOVA SCOTIA

Sgd. *M.A. Freeman*

G/S

ELIZABETH THE SECOND, by the Grace of God,
of the United Kingdom, Canada and Her Other
Realms and Territories, Queen, Head of the
Commonwealth, Defender of the Faith.

TO WHOM ALL THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE CONCERN,

GREETING

A PROCLAMATION

WHEREAS in and by Section 10 of Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, it is enacted as follows:

- 10 This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, come into force on and not before January 1, 2003.

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, come into force on and not before January 1, 2003, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these our Letters to be made Patent and the Great Seal of Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved Her Honour the Honourable Myra A. Freeman, Lieutenant Governor of the Province of Nova Scotia.

AT Our Government House in the Halifax Regional Municipality, this 20th day of December, in the year of Our Lord two thousand and two and in the fifty-first year of Our Reign.

BY COMMAND:

Sgd. *Jamie Muir*
Provincial Secretary
Minister of Justice and Attorney General

N.S. Reg. 160/2002

Made: December 20, 2002

Filed: December 24, 2002

Volunteer Fire Services Regulations

Order in Council 2002-597 made December 20, 2002
Regulations made by the Governor in Council
pursuant to Section 8 of the *Volunteer Fire Services Act*

The Governor in Council on the report and recommendation of the Deputy President of the Executive Council dated December 18, 2002, and pursuant to Section 8 of Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*, is pleased to make regulations respecting volunteer fire services in the form set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after January 1, 2003.

Schedule "A"

Regulations Respecting Volunteer Fire Services made by the Governor in Council under Section 8 of Chapter 13 of the Acts of 2002, the *Volunteer Fire Services Act*

Citation

- 1 These regulations may be cited as the *Volunteer Fire Services Regulations*.

"Volunteer fire-fighter" further defined

- 2 For the purposes of the *Volunteer Fire Services Act*, "volunteer fire-fighter" means an individual described in clause 3(d) of the *Volunteer Services Act* who

- (a) is an active member of a recognized volunteer fire department and has been an active member for at least 12 months;
- (b) has participated in at least 20% of all activities of the volunteer fire department, including fire calls and training, conducted while that individual has been an active member as required by clause (a); and
- (c) has written confirmation of active-member status, as required by clause (a), in the form prescribed by the Deputy President of the Executive Council and signed by the chief or deputy chief of the volunteer fire department.

N.S. Reg. 161/2002

Made: December 20, 2002

Filed: December 24, 2002

Nova Scotia Farm Loan Board Regulations

Order in Council 2002-600 made December 20, 2002
 Amendment to regulations made by the Nova Scotia Farm Loan Board
 and approved by the Governor in Council
 pursuant to Section 8 of the *Agriculture and Rural Credit Act*

The Governor in Council on the report and recommendation of the Minister of Agriculture and Fisheries dated December 10, 2002, and pursuant to Section 8 of Chapter 7 of the Revised Statutes of Nova Scotia, 1989, the *Agriculture and Rural Credit Act*, is pleased to approve the making by the Nova Scotia Farm Loan Board of amendments to the regulations respecting the Nova Scotia Farm Loan Board approved by the Governor in Council by Order in Council 92-1162 dated December 1, 1992, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after December 20, 2002.

Schedule "A"

I certify that at a meeting held on December 4, 2002, the Nova Scotia Farm Loan Board, pursuant to Section 8 of Chapter 7 of the Revised Statutes of Nova Scotia, 1989, the *Agriculture and Rural Credit Act*, passed a motion to amend the regulations by adding new clauses to facilitate the loans to be made under the Hog Loan Support Program.

Nova Scotia Farm Loan Board

Sgd.: *Derrick Jamieson*

Derrick Jamieson, Chief Executive Officer

Dated and Signed at Truro, December 6, 2002

**Amendments to the Regulations Respecting the Nova Scotia Farm Loan Board made by the
 Nova Scotia Farm Loan Board pursuant to Section 8 of Chapter 7 of the Revised Statutes of
 Nova Scotia, 1989, the *Agriculture and Rural Credit Act***

1 The regulations respecting the Nova Scotia Farm Loan Board made by the Minister of Agriculture and Marketing and approved the Governor in Council by Order in Council 92-1162 dated December 1, 1992, are amended by renumbering Section 1 as Section 1A and adding the following Section immediately before Section 1A:

1 These regulations may be cited as the *Nova Scotia Farm Loan Board Regulations*.

2 The regulations are further amended by adding the following clause immediately after clause 1A(e):

- (ea) “Hog Loan Support Program” means the short term loan program established to provide financing from the Board to hog producers that terminates in accordance with Section 16;
- 3 The regulations are further amended by adding the following subsection immediately after subsection 10(2):
- (3) Despite subsection (1), a loan approved by the Board under the Hog Loan Support Program does not require Governor in Council approval even if the total obligation of the borrower to the Board exceeds \$1 000 000.
- 4 The regulations are further amended by adding the following Section immediately after Section 15:
- 16 The Hog Loan Support Program has a maximum available capital of \$4 000 000 and is in effect until
- (a) August 31, 2003;
- (b) the full loan capital is utilized; or
- (c) the market price on hogs on a per hog basis reaches \$145,
- whichever is earliest.

N.S. Reg. 162/2002

Made: December 20, 2002

Filed: December 24, 2002

Proclamation, S. 6, S.N.S. 2002, c. 14

Order in Council 2002-601 made December 20, 2002
 Proclamation made by the Governor in Council
 pursuant to Section 6 of the *Volunteer Protection Act*

The Governor in Council on the report and recommendation of the Minister of Justice dated December 12, 2002, and pursuant to Section 6 of Chapter 14 of the Acts of 2002, the *Volunteer Protection Act*, is pleased to order and declare by proclamation that Chapter 14 of the Acts of 2002, the *Volunteer Protection Act*, come into force on and not before January 1, 2003.

PROVINCE OF NOVA SCOTIA

Sgd. *Myra A. Freeman*

G/S

ELIZABETH THE SECOND, by the Grace of God,
 of the United Kingdom, Canada and Her Other
 Realms and Territories, Queen, Head of the
 Commonwealth, Defender of the Faith.

TO WHOM ALL THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE
 CONCERN,

GREETING

A PROCLAMATION

WHEREAS in and by Section 6 of Chapter 14 of the Acts of 2002, the *Volunteer Protection Act*, it is enacted as follows:

- 6 This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 14 of the Acts of 2002, the *Volunteer Protection Act*, come into force on and not before January 1, 2003.

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 14 of the Acts of 2002, the *Volunteer Protection Act*, come into force on and not before January 1, 2003, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these our Letters to be made Patent and the Great Seal of Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved Her Honour the Honourable Myra A. Freeman, Lieutenant Governor of the Province of Nova Scotia.

AT Our Government House in the Halifax Regional Municipality, this 20th day of December, in the year of Our Lord two thousand and two and in the fifty-first year of Our Reign.

BY COMMAND:

Sgd. *Jamie Muir*
Provincial Secretary
Minister of Justice and Attorney General

N.S. Reg. 163/2002

Made: December 20, 2002

Filed: December 24, 2002

Veterans' Number Plates Regulations;
Documents and Services Fees Regulations

Order in Council 2002-606 made December 20, 2002
Regulations and amendment to regulations made and approved by the Governor in Council pursuant to Section 38 and subsection 302(1) of the *Motor Vehicle Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated December 12, 2002, is pleased, effective on and after December 20, 2002, to:

- (a) pursuant to Section 38 of Chapter 293 of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act*, approve of regulations respecting the issuance of veterans' number plates made by the Minister of Service Nova Scotia and Municipal Relations in the form set forth in Schedule "A" attached to and forming part of the report and recommendation; and
- (b) pursuant to subsection 302(1) of Chapter 293 of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act*, amend the regulations respecting documents and services fees made by the Governor in Council by Order in Council ~~2000-296~~ [2000-276] dated May 24, 2000, in the manner set forth in Schedule "B" attached to and forming part of the report and recommendation.

Schedule "A"

Regulations Respecting Veterans' Number Plates made by the Minister of Service Nova Scotia and Municipal Relations pursuant to Section 38 of Chapter 293 of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act*

Citation

1 These regulations may be cited as the *Veterans' Number Plates Regulations*.

Definitions

2 In these regulations,

- (a) “veteran” means a person who has honourably
 - (i) served for a minimum of 3 years in the Canadian Armed Forces, or the armed forces of another Commonwealth country or of a wartime ally of Canada or another Commonwealth country,
 - (ii) served in the Merchant Navy or Ferry Command during wartime,
 - (iii) served in a theatre of war as a member of the Canadian Armed Forces, or the armed forces of another Commonwealth country or of a wartime ally of Canada or another Commonwealth country, or
 - (iv) performed NATO service or a peacekeeping mission as a member of the Canadian Armed Forces or the Royal Canadian Mounted Police;
- (b) “veteran’s number plate” means a number plate issued pursuant to subsection 3(1) for a motor vehicle owned by a veteran.

Description of veteran’s number plate

3 Upon application to the Registry of Motor Vehicles in the form prescribed by the Registrar, a veteran may be issued a special number plate that

- (a) is 15.24 cm in width by 30.48 cm in length;
 - (b) shows a red and white Canadian flag followed by blue letters and numerals on a silver-white field;
 - (c) bears the words “NOVA SCOTIA” at the top and “VETERAN” at the bottom,
- and is otherwise in general accordance with the number plate depicted in Schedule “A”.

Vehicle weight restriction

4 A veteran’s number plate may be issued only for a passenger vehicle or a commercial motor vehicle that is registered for a weight of 5000 kg or less.

Certification

5 An application for a veteran’s number plate must include a certification from the Royal Canadian Legion in the form prescribed by the Registrar that the applicant is a veteran.

MADE at Halifax, Nova Scotia, December 12, 2002.

Sgd. *Angus MacIsaac*
The Honourable Angus MacIsaac
Minister of Service Nova Scotia and
Municipal Relations



Schedule "B"

**Amendment to the Regulations Respecting Documents and Services Fees
made by the Governor in Council pursuant to subsection 302(1)
of Chapter 293 of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act***

The regulations respecting documents and services fees made by the Governor in Council by Order in Council 2000-276 dated May 24, 2000, are amended by adding the following immediately after "Replacement license plate \$5.00":

Administration fee for initial issuance of veteran's number plate	\$5.00
--	--------

N.S. Reg. 164/2002

Made: December 20, 2002

Filed: December 24, 2002

Pension Benefits Regulations

Order in Council 2002-607 made December 20, 2002
Regulations made by the Governor in Council
pursuant to Section 105 of the *Pension Benefits Act*

The Governor in Council on the report and recommendation of the Minister of Environment and Labour dated December 4, 2002, and pursuant to Section 105 of Chapter 340 of the Revised Statutes of Nova Scotia, 1989, the *Pension Benefits Act*, is pleased to repeal the *Pension Benefits Regulations* made by the Governor in Council by Order in Council 87-1548 dated December 17, 1987, and make new regulations respecting pension benefits in the form set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after January 1, 2003.

Schedule "A"

**Regulations Respecting Pension Benefits made by the Governor in Council
pursuant to Section 105 of Chapter 340 of the Revised Statutes of Nova Scotia, 1989,
the *Pension Benefits Act***

Part I - General

Citation

1 These regulations may be cited as the *Pension Benefits Regulations*.

Definitions

2 In these regulations,

- (a) "accountant" means a public accountant licensed under the *Public Accountancy Act*;
- (b) "actuarial gain" means the sum, if positive, of the following items as of the review date for a going concern valuation:
 - (i) the gain to the pension plan during the period since the review date of the immediately preceding going concern valuation resulting from the difference between actual experience and the experience expected by the actuarial assumptions on which that valuation was based, and
 - (ii) the amount by which the going concern liabilities decrease as a result of an amendment to the plan, and

- (iii) the amount by which the going concern liabilities decrease or the going concern assets increase as a result of a change in actuarial methods or assumptions upon which the current going concern valuation is based,
- provided that any of the items in subclauses (i), (ii) or (iii) shall be counted as a negative in the calculation of the sum where
- (iv) the experience of the plan has resulted in a loss rather than a gain,
 - (v) an amendment has increased the going concern liabilities, or
 - (vi) a change in actuarial methods or assumptions has resulted in an increase in going concern liabilities or a decrease in going concern assets, as the case may be;
- (c) “actuarial loss” means the sum, if negative, of the items in subclauses (b)(i), (ii) and (iii), as of the review date of a going concern actuarial valuation;
 - (d) “actuary” means a Fellow of the Canadian Institute of Actuaries;
 - (e) “escalated adjustment” means an adjustment made after the termination of a member of a pension plan to his or her pension or deferred pension, which adjustment is not capable of being determined with certainty at the time the plan or an amendment thereto is submitted for registration because the adjustment is related to the investment earnings of the pension fund or to future changes in a general wage or price index, or the adjustment is an increase in the pension or deferred pension at a fixed annual percentage specified in the plan;
 - (f) “financial institution” means
 - (i) a bank,
 - (ii) a body corporate to which the *Trust and Loan Companies Act* applies,
 - (iii) a cooperative credit society to which the *Co-operative Associations Act* applies,
 - (iv) an insurance company to which the *Insurance Act* applies,
 - (v) a trust, loan or insurance corporation incorporated by or under an Act of the legislature of a province,
 - (vi) a cooperative credit society incorporated and regulated by or under an Act of the legislature of a province,
 - (vii) an entity that is incorporated or formed by or under an Act of Parliament or of the legislature of a province that is primarily engaged in dealing in securities, including portfolio management and investment counselling, or
 - (viii) a foreign institution;
 - (g) “foreign institution” means an entity that is
 - (i) engaged in the business of banking, the trust, loan or insurance business, the business of a cooperative credit society or the business of dealing in securities or is otherwise engaged primarily in the business of providing financial services, and
 - (ii) incorporated or formed otherwise than by or under an Act of Parliament or of the legislature of a province;
 - (h) “going concern assets” means the value of the assets of a pension plan including due and accrued income determined on the basis of a going concern valuation;

- (i) “going concern liabilities” means the present value of the accrued benefits of a pension plan determined on the basis of a going concern valuation;
- (j) “going concern unfunded actuarial liability” means the excess of going concern liabilities over going concern assets;
- (k) “going concern valuation” means a valuation of assets and liabilities of a pension plan using methods and actuarial assumptions that are consistent with accepted actuarial practice for the valuation of a continuing pension plan;
- (l) “government” means Her Majesty in right of Nova Scotia, an agent of Her Majesty, or a municipality as defined in the *Municipal Government Act*;
- (m) “LIF” means a life income fund, being an RRIF that meets the requirements set out in Section 23;
- (n) “LIRA” means a locked-in retirement account, being an RRSP that meets the requirements set out in Section 22, including a contract made before January 1, 2003, to establish an RRSP for the purposes of a transfer under clause 50(1)(b) of the Act;
- (o) “normal cost” means the cost of pension benefits and ancillary benefits with respect to a fiscal year of a pension plan determined in accordance with the going concern valuation methods and assumptions used;
- (p) “past service unfunded actuarial liability” means the amount of going concern unfunded actuarial liability resulting from
 - (i) the provision of benefits with respect to employment prior to the effective date of the pension plan, or
 - (ii) an amendment to a plan that provides benefits for employment prior to the date of the amendmentif the employment had not previously been recognized for purposes of the provision of pension benefits;
- (q) “post-judgment interest rate” means the bank rate at the end of the first day of the last month of the quarter preceding the quarter in which the date of the order falls, rounded to the next higher whole number where the bank rate includes a fraction, plus 1%;
- (r) “review date” means the date as of which the assets and liabilities are valued for the purposes of the going concern and solvency valuations in a report under Section 4, 12 or 13;
- (s) “RRSP” means a registered retirement savings plan established in accordance with the *Income Tax Act* (Canada);
- (t) “RRIF” means a registered retirement income fund established in accordance with the *Income Tax Act* (Canada);
- (u) “significant shareholder” means an individual who alone or in combination with a parent, spouse or common-law partner or child, owns or has a beneficial interest, directly or indirectly, in shares that represent 10% or more of the voting rights attached to the shares of the employer who contributes to the pension plan;
- (v) “solvency deficiency” means a deficiency determined by a solvency valuation performed in accordance with Section 16;

- (w) “solvency gain” means the sum, if positive, as of a review date for a solvency valuation performed in accordance with Section 16, of
- (i) the gain to the pension plan during the period since the review date of the immediately preceding solvency valuation resulting from the difference between actual experience and the experience expected by the actuarial assumptions on which that valuation was based, and
 - (ii) the amount by which the solvency liabilities decrease or the solvency assets increase as a result of a change in the actuarial methods or assumptions upon which the current solvency valuation is based,
- provided that either of the items in subclauses (i) and (ii) shall be counted as a negative in the calculation of the sum where the experience of the plan has resulted in a loss rather than a gain or where a change in actuarial methods or assumptions has resulted in an increase in solvency liabilities or a decrease in the solvency assets, as the case may be;
- (x) “special allowance” means a bridging benefit, the amount of which may be adjusted based on the income of the former member resulting from employment subsequent to retirement; and
- (y) “special payment” means a payment or one of a series of payments determined for the purpose of liquidating a going concern unfunded actuarial liability or solvency deficiency.

Registration of a pension plan

- 3** (1) An application for registration of a pension plan must be accompanied by a fee of \$5.00 for each member of the pension plan in Nova Scotia or in a designated province, but the total fee payable must be not less than \$100.00 and not more than \$7500.00.
- (2) For a pension plan administered by the Superintendent under an agreement with the Government of Canada under Section 7 of the Act, an application for registration must be accompanied by a fee of \$5.00 for each member of the plan, but the total fee payable must be not less than \$100.00 and not more than \$7500.00.
- (3) An application under subsection 15(1) of the Act for registration of a pension plan must be made within 90 days after the plan is established.

Amendment to a pension plan

- 4** (1) If an amendment to a pension plan affects the cost of benefits provided by the plan, creates an unfunded liability or otherwise affects the solvency or funding of the plan, the administrator must have the plan reviewed or the latest review revised as of the date the amendment is made, but for the purposes of this Section, if the plan is reviewed, the review date is deemed to be the last day of the fiscal year preceding that in which the amendment was made.
- (2) Subsection (1) does not apply with respect to a pension plan if all the pension benefits provided under the plan are defined contribution benefits.
- (3) If the latest review of a pension plan is revised pursuant to subsection (1), the administrator shall, within 6 months after the date the amendment is required to be submitted for registration, file a cost certificate showing the effect that the amendment will have on the going concern liabilities, special payments and normal actuarial cost and the changes that will result to the cost certificate filed in respect of the immediately preceding review date.
- (4) If the Superintendent considers that insufficient information has been provided in the cost certificate filed under subsection (3), the Superintendent may require that an actuarial valuation report be filed in addition to that cost certificate.
- (5) If the Superintendent has required that an administrator give notice of a proposed amendment under subsection 32(1) of the Act, the administrator must certify in writing to the Superintendent, within 30 days after the date on which the last of the notices was transmitted, details as to the classes of

persons who received notice, the date the last notice was distributed and that notice has been provided as required.

- (6) An administrator must file with the Superintendent the explanation required to be provided under subsection 32(3) of the Act (notice after registration) within 6 months following registration of the amendment.

Part 2 - Funding and Administration of Pension Plans

Payments - general

- 5 (1) A pension plan must include a provision for funding of pension benefits and any other benefits provided under the plan that sets out the obligation of the employer, or any person required to make contributions on behalf of the employer, to contribute both in respect of the normal cost of the benefits and any going concern unfunded actuarial liabilities and solvency deficiencies under the plan.
- (2) An employer, or any person required to make contributions on behalf of the employer, must make payments to the pension fund or to the insurance company, as applicable, of amounts that are not less than the sum of
 - (a) any sums received from employees, including money withheld from employees, whether by payroll deduction or otherwise, as the employees' contributions to the pension plan;
 - (b) the balance of the normal cost; and
 - (c) special payments determined in accordance with Section 6.
- (3) The payments referred to in subsection (2) must be made within the following time limits:
 - (a) all sums received by the employer from an employee or deducted from an employee's pay as the employee's contribution to the pension plan, within 30 days following the month in which the sum was received or deducted;
 - (b) employer contributions in respect of the normal cost, in monthly instalments not later than 30 days following the month for which contributions are payable, the amount of each instalment to be either a fixed dollar amount, a fixed dollar amount per employee or member of the plan or a fixed percentage of either covered payroll or employee contributions, in accordance with such contributions as are certified under clause 12(1)(a) or 13(2)(a); and
 - (c) all other special payments determined in accordance with Section 6, by equal monthly instalments throughout the fiscal year of the plan, within 30 days following the end of each month.
- (4) If the period covered by a report filed under Section 4, 12 or 13 has passed and no new report has been filed with the Superintendent under Section 4 or 13, the employer must continue to make payments in accordance with the requirements of the most recent report filed until a new report is filed.
- (5) This Section does not apply to a multi-employer pension plan established pursuant to a collective agreement or trust agreement, nor to a pension plan that provides defined benefits under which the obligation of an employer to contribute to the pension fund is limited to a fixed amount set out in a collective agreement.

Special payments - general

- 6 (1) Subject to subsections (2) and (3) and Section 9, the special payments to amortize a going concern unfunded actuarial liability or solvency deficiency must not be less than the sum of
 - (a) any remaining special payments determined in accordance with subsection (5) with respect to an "initial unfunded liability" or "experience deficiency" as defined in regulations made by

Order in Council 76-1421 dated December 7, 1976, and in existence on December 31, 1987;

- (b) the amount required to liquidate by equal instalments, with interest at the going concern valuation rate, any other going concern unfunded actuarial liability within a period of 15 years from the date on which the liability arose;
 - (c) the amount required to liquidate that portion of any solvency deficiency at January 1, 1988, created by the application of Section 79 of the Act, by equal instalments, with interest at the solvency valuation interest rate, within 15 years after the solvency valuation at January 1, 1988; and
 - (d) the amount required to liquidate any other solvency deficiency by equal instalments, with interest at the solvency valuation interest rate, within 5 years after the review date of the solvency valuation in which the solvency deficiency is identified.
- (2) If a new series of monthly instalments is commenced under clause (1)(d), the schedule of special payments referred to in clauses (1)(a), (b) and (c) with respect to any portion of an amortization period which extends beyond the 5-year period established for the new series of payments under clause (1)(d) must be reduced or eliminated so that the total present value of all special payments, based on the interest assumption used in the going concern valuation, will be equal to the going concern unfunded actuarial liability.
- (3) As an alternative to the calculation of minimum special payments under clauses (1) (b), (c) and (d), the payments may be determined by reference to a schedule of payments determined in accordance with subsection (4)
- (a) as of the date the going concern unfunded actuarial liability arose, for payments referred to in clause (1)(b); or
 - (b) as of the date of the solvency valuation, for payments referred to in clauses (1)(c) and (d).
- (4) The schedule of payments referred to in subsection (3) must be determined as follows:
- (a) each scheduled payment is a constant percentage of the projected future payroll of members at the date of establishment of the schedule;
 - (b) the present value of the scheduled payments at the date of establishment of the schedule is equal to the amount of the liability being liquidated;
 - (c) the projected future payroll is determined using the same actuarial assumptions as used in the going concern valuation where the going concern actuarial unfunded liability was determined;
 - (d) the amortization periods for each series of scheduled payments are the same as the respective periods under clauses (1)(b), (c) and (d); and
 - (e) the present value of scheduled payments is determined
 - (i) for payments referred to in clause (1)(b), using the interest rate assumed in the going concern valuation, and
 - (ii) for payments referred to in clauses (1)(c) and (d), using the interest rate assumed in the solvency valuation.
- (5) The minimum remaining special payments referred to in clause (1)(a) must be determined after using any unused actuarial gains in existence on December 31, 1987.

7 Despite clause 6(1)(b), in respect of the Pension Plan for Employees of Nova Scotia Power Incorporated on or after August 10, 1992, clause 6(1)(b) must be read, construed, interpreted and given effect for the initial unfunded liability as at August 10, 1992, as if the words "thirty years" were substituted for the

words "fifteen years" wherever they appear in that clause.

Payments - multi-employer plans and defined benefit or defined contribution plans

- 8** (1) A multi-employer pension plan established pursuant to a collective agreement or trust agreement, or a pension plan that provides defined benefits under which the obligation of an employer to contribute to the pension plan is limited to a fixed amount set out in a collective agreement must include a provision for the funding of pension benefits and any other benefits provided under the plan that sets out the obligation of an employer, or any person required to make contributions on behalf of the employer, to contribute in respect of the plan.
- (2) For a pension plan referred to in subsection (1), an employer, or any person required to make contributions on behalf of an employer, must make payments to the pension fund or the insurance company, as applicable, of amounts that are not less than
- (a) any sums received from an employee, including money withheld from an employee, whether by payroll deduction or otherwise, as the employee's contribution to the pension plan; and
- (b) amounts that are required by the applicable collective agreement to be paid by the employer or the person required to make contributions on behalf of the employer.
- (3) The payments referred to in subsection (2) must be made within the following time limits:
- (a) all sums received by the employer from an employee or deducted from an employee's pay as the employee's contribution to the pension plan, within 30 days following the month in which the sums were received or deducted; and
- (b) all other amounts, within the time limit specified by the applicable collective agreement, but in any event within 30 days following the month in which the period of employment giving rise to the payments occurred.
- (4) For a pension plan referred to in subsection (1), an actuary must, as part of a report required pursuant to Section 4, 12 or 13, perform such tests as are necessary to determine the sufficiency of the contributions required by the collective agreement or trust agreement to provide for the benefits set out in the plan, without consideration of any provision for reduction of benefits set out in the plan.
- (5) If, as a result of tests performed under subsection (4), an actuary determines that the required contributions are not sufficient to provide for the benefits under the plan, the actuary must propose options available to the administrator of the plan that if taken will result in the sufficiency of the required contributions to provide for the benefits under the plan.
- (6) If an actuary proposes options in accordance with subsection (5),
- (a) the actuary must file a copy of the proposal with the Superintendent within 30 days of submitting the proposal to the administrator and within the time period referred to in subsection 13(5);
- (b) within 180 days following the date on which the actuary submitted the proposal to the administrator, the administrator must take such action as will result in the required contributions being sufficient to provide for benefits under the plan;
- (c) within 180 days following the date on which the actuary submitted the report to the administrator, the administrator must advise the Superintendent of the action taken in order for the required contributions to be sufficient to provide for benefits under the plan and must file all documents relevant to the action taken.

Use of actuarial gain and solvency gain

- 9** (1) If a report with a review date on or after January 1, 1988, discloses

- (a) an actuarial gain under the pension plan with respect to a period that begins on or after January 1, 1988; and
- (b) that there is no new solvency deficiency nor any unamortized balance of any previous solvency deficiency first established on or after January 1, 1988,

if the actuarial gain is to be used, the amount of the actuarial gain must first be applied to reduce the outstanding balance of any going concern unfunded actuarial liability.

- (2) If the outstanding balance of a going concern unfunded actuarial liability is reduced under subsection (1), the balance remaining may be reamortized over the same or a shorter period.
- (3) If a report with a review date on or after January 1, 1988, discloses an actuarial gain and there is either a new solvency deficiency or an unamortized balance of a previous solvency deficiency, the amount of the actuarial gain must not be applied to reduce any previously scheduled special payments within the remaining amortization period for any solvency deficiency.
- (4) If there is no going concern unfunded actuarial liability or solvency deficiency, the actuarial gain referred to in subsection (1) may be applied to reduce any employer contributions for normal cost.
- (5) If an actuarial gain is not used as from the review date on which the actuarial gain is reported, any subsequent use of the actuarial gain must be subject to the requirements
 - (a) of subsection (1), if there is no remaining unamortized balance of a solvency deficiency at the time the actuarial gain is used; or
 - (b) of subsection (3), if there is any remaining balance of a solvency deficiency at the time the actuarial gain is used.
- (6) A solvency gain must only be applied to reduce the total of any new solvency deficiency and the unamortized balances of any previous solvency deficiency and, if so applied,
 - (a) the remaining solvency deficiency may be reamortized over the same or a shorter period; and
 - (b) the remaining special payments with respect to any further going concern unfunded actuarial liabilities must be recalculated, taking into account the results of the current going concern valuation.

Funding of escalated adjustments

- 10** (1) If a pension plan provides for escalated adjustments, the estimated future costs of the escalated adjustments may be excluded from the funding requirements set out in Sections 5, 6 and 8.
- (2) If an escalated adjustment has been made from the pension fund, the amounts, to the extent that they have not been prefunded, are deemed to be part of the normal cost.
 - (3) For the purposes of a report required by Section 12 or 13, factors attributable to an escalated adjustment may be excluded in determining the existence or amount of any going concern unfunded actuarial liability.

Reduction of special payments

- 11** (1) If the rate of special payments has been greater than the minimum rate required under subsection 6(1) by the making of
- (a) a special payment in advance; or
 - (b) an additional payment of any kind,

the amount of special payments for subsequent periods may be reduced provided that the outstanding balance of any going concern unfunded actuarial liability or solvency deficiency is at no time greater than it would have been had the special payment required under subsection 6(1) been

made, taking into account the effect of any application of an actuarial gain or a solvency gain in accordance with Section 9.

- (2) If the date of filing a report under Section 4, 12 or 13 is later than the review date of the report, the employer must pay into the pension fund, within 60 days of the filing of the report, all monthly amounts that have not yet been paid into the pension fund, calculated from the date on which they are required to be made to the date of filing the report with the Superintendent, plus interest at the going concern valuation rate or the solvency valuation rate as applicable.

Actuarial valuation reports and certificates

- 12 (1)** Within 60 days or such longer period as approved by the Superintendent after the date of establishment of a pension plan, the administrator must submit an actuarial valuation report by a person authorized by Section 14 certifying, on the basis of a going concern valuation,
- (a) the normal cost in the first year during which the plan is registered, and the rule for computing the cost in each subsequent year up to the date of the succeeding report;
 - (b) an estimate of the normal cost in each subsequent year up to the date of the succeeding report;
 - (c) if applicable, the estimated aggregate of employee contributions to the plan during each year up to the date of the succeeding report;
 - (d) the past service unfunded actuarial liability, if any, under the plan as at the date on which the plan qualified for registration;
 - (e) the special payments required to liquidate past service unfunded actuarial liability, if any, in accordance with Section 6;
 - (f) any other going concern unfunded actuarial liability;
 - (g) the special payments required to liquidate any going concern unfunded actuarial liability referred to in clause (f);
 - (h) that
 - (i) in the opinion of the person preparing the report, there is no solvency deficiency, or
 - (ii) there is a solvency deficiency and the special payments required to liquidate it; and
 - (i) if the plan provides for an escalated adjustment, whether and to what extent
 - (i) liability for the future cost of the adjustment has been included in the determination of any going concern unfunded actuarial liability, or
 - (ii) the cost for the escalated adjustment is included in the normal cost.
- (2) A cost certificate must be filed with the actuarial valuation report required by subsection (1).
- (3) If an insured pension plan is funded by level premiums extending not beyond the retirement age for each individual member, a cost certificate may certify the adequacy of the premiums to provide for the payment of all benefits under the plan in lieu of the matters required to be certified under subsection (1).
- (4) A cost certificate referred to in subsections (2) and (3) must include
- (a) the estimated cost of benefits under the pension plan and the contributions to the plan, showing separately employer and plan member contributions during the plan year in respect of which the cost certificate is prepared; and
 - (b) the formula for computing the cost of benefits, showing the formula for allocating the cost between the employer and the plan members for subsequent plan years.

- (5) This Section does not apply with respect to a pension plan under which all the pension benefits under the plan are defined contribution benefits.
- 13 (1) The administrator of a pension plan must cause the plan to be reviewed and an actuarial valuation report and a cost certificate prepared by a person authorized by Section 14 not more than 3 years after the date of the establishment of the plan and at intervals of not more than 3 years thereafter.
- (2) An actuarial valuation report required by subsection (1) shall certify on the basis of a going concern valuation
- (a) the normal cost in the next year, and the rule for computing the cost in each subsequent year up to the date of the next report;
 - (b) an estimate of the normal cost in each subsequent year up to the date of the next report;
 - (c) if applicable, the estimated aggregate of employee contributions to the pension plan during each year up to the date of the next report;
 - (d) the present value of remaining future special payments established in certificates appended to previous reports;
 - (e) if the plan provides for an escalated adjustment, whether and to what extent
 - (i) liability for the future cost of the adjustment has been included in the determination of any going concern unfunded actuarial liability, or
 - (ii) the cost for the escalated adjustment is included in the normal cost;
 - (f) the actuarial gain or actuarial loss in the pension plan and,
 - (i) if there is an actuarial loss, the special payments that will liquidate any increase in a going concern unfunded actuarial liability resulting from the loss over a term not exceeding 15 years, and
 - (ii) if there is an actuarial gain, any intended application of the gain in accordance with Section 9;
 - (g) that
 - (i) in the opinion of the person preparing the report, there is no solvency deficiency, or
 - (ii) if there is a solvency deficiency at January 1, 1988, the amount of the solvency deficiency that is attributable to the application of Section 79 of the Act and the special payments required in order to liquidate the solvency deficiency over a period not exceeding 15 years commencing January 1, 1988,
 - (iii) subject to clause (iv) if there is a solvency deficiency, not including any solvency deficiency included in item (ii), the amount of any solvency deficiency and the special payments required in order to liquidate the solvency deficiency over a term not exceeding 5 years from the date of the earliest solvency valuation in which the solvency deficiency was determined, and the resulting adjustment in the schedule of other future special payments under the plan, and
 - (iv) if there is an unamortized balance of a previous solvency deficiency and there is a solvency gain, the amount of any solvency gain and any intended application of the gain in accordance with Section 9.
- (3) If an insured pension plan is funded by level premiums extending not beyond the retirement age for

each individual member, a cost certificate may certify the adequacy of the premiums to provide for the payment of all benefits under the plan in lieu of the matters required to be certified under subsection (2).

- (4) A cost certificate referred to in this Section must include
- (a) the estimated cost of benefits under the pension plan and the contributions to the plan, showing separately employer and plan member contributions during the plan year in respect of which the cost certificate is prepared; and
 - (b) the formula for computing the cost of benefits, showing the formula for allocating the cost between the employer and the plan members for subsequent plan years.
- (5) The administrator shall file the actuarial valuation report and cost certificate with the Superintendent within 1 year of the review date established for the report referred to in subsection (1).
- (6) This Section does not apply with respect to a pension plan under which all the pension benefits provided are defined contribution benefits.

14 The reports and certificates referred to in Sections 4, 12 and 13 and Section 75 of the Act (wind-up report) must be made by an actuary, except that reports and certificates in respect of

- (a) a pension plan under which all pension benefits are defined contribution benefits;
- (b) a fully insured pension plan that was established prior to January 1, 1988, underwritten by a contract or contracts with an insurance company and does not require any contributions to be made by employees; or
- (c) a pension plan underwritten by a contract or contracts issued under the *Government Annuities Act* (Canada),

may be made by an accountant or a person authorized by the insurance company or the trust company responsible for administering the pension plan or pension fund or by the Annuities Branch, Department of Labour (Canada), as applicable.

15 An actuarial report filed with the Superintendent under Section 4, 12 or 13 or Section 75 of the Act (wind-up report) must be prepared using assumptions that are consistent with accepted actuarial practice and with the requirements of the Act and these regulations.

Solvency valuation

- 16 (1) To determine the existence of a solvency deficiency for the purposes of a report under Section 4, 12 or 13, a solvency valuation must be performed in the following manner:
- (a) the solvency liabilities of a pension plan are not less than the liabilities of the pension plan determined as if the plan had been wound up, not taking into account liabilities for escalated adjustments but taking into account the requirements of Section 79 of the Act (member entitlements on wind-up);
 - (b) for a multi-employer pension plan established pursuant to one or more collective agreements or a trust agreement, or a pension plan that provides defined benefits under which the obligation of an employer to contribute to the pension fund is limited to a fixed amount set out in a collective agreement, the solvency liabilities are determined on the basis of the benefits structure set out in the plan at the date of the valuation, without consideration of any provision for the possible reduction of such benefits.
 - (c) the solvency assets are the sum of
 - (i) the market value of investments held by the pension plan or a value related to the market value by means of an averaging method that stabilizes short-term fluctuations of market

- values over a period of not more than 5 years, plus any cash balances and accrued or receivable income items,
- (ii) the present value of any remaining special payments established before January 1, 1988,
 - (iii) the present value of any special payments required to liquidate any solvency deficiencies created under the Act and established on January 1, 1988, and any past service unfunded actuarial liability established on or after January 1, 1988, and
 - (iv) the present value of any other special payments established on or after January 1, 1988, that are scheduled for payment within 5 years of the review date;
- (d) the present values referred to in subclauses (c)(ii), (iii) and (iv) are determined on the basis of the assumed interest rate used in the solvency valuation,
 - (e) the solvency deficiency is the excess of the solvency liabilities over the solvency assets.
- (2) If there is not a market value for an investment held by a pension plan and the investment is issued or guaranteed by a government, the book value of the investment may be used instead of the market value referred to in subclause (1)(c)(i).

Annual information return

- 17 (1) The annual information return required under Section 27 of the Act must be delivered to the Superintendent not later than 6 months following the end of each fiscal year of the pension plan, except as required under subsection 37(4).
- (2) An annual information return must be accompanied by a fee of
- (a) \$5.00 for each member of the pension plan in Nova Scotia or a designated province; or
 - (b) if the Superintendent administers the pension plan under an agreement with the Government of Canada under Section 9 of the Act (reciprocal agreements), \$5.00 for each member of the plan,
- but the total fee payable must be not less than \$100.00 and not more than \$7500.00.
- (3) If an annual information return is delivered to the Superintendent more than 6 months following the end of a fiscal year of a pension plan, a fee of
- (a) \$7.50 must be paid for each member of the pension plan in Nova Scotia or a designated province; or
 - (b) if the Superintendent administers the pension plan under an agreement with the Government of Canada under Section 9 of the Act (reciprocal agreements), \$7.50 must be paid for each member of the plan,
- but the total fee payable must not be less than \$150.00 and not more than \$11 250.00.
- 18 Despite Section 17, if an obligation to file a return pursuant to Section 27 of the Act arises before January 1, 2003, but the return is not filed until January 1, 2003, or later, the fees payable pursuant to Section 17 are payable at the rates applicable pursuant to that Section before January 1, 2003.

Commuted value and portability of pension benefits

- 19 (1) In this Section,
- (a) “transfer ratio” means the ratio of the market value of investments held by a pension plan or a value related to the market value by means of an averaging method that stabilizes short-term fluctuations of market values over a period of not more than 5 years, plus any cash balances and accrued or receivable income items, to the solvency liabilities determined as of the same

date in accordance with Section 16;

- (b) “transfer deficiency” means the amount by which the commuted value of a benefit determined in accordance with subsection (2) exceeds the transfer value of that benefit determined in accordance with subsection (3).
- (2) For the purposes of subsection 50(1) of the Act, the commuted value of a pension, deferred pension, or ancillary benefit must not be less than the value determined in accordance with “Recommendations for the Computation of Transfer Values from Registered Pension Plans” issued by the Canadian Institute of Actuaries from time to time.
- (3) Subsection (2) does not apply if a pension plan is being wound up in whole or in part.
- (4) For purposes other than those of subsection 50(1) of the Act and subsection 37(2), the commuted value of a pension, deferred pension or ancillary benefit must be calculated using methods and actuarial assumptions that are consistent with accepted actuarial practice.
- (5) The transfer value of a benefit as of a given date must be determined by multiplying the commuted value, as determined in accordance with subsection (2), by the lesser of
- (a) the most recently determined transfer ratio; and
- (b) 1.00.
- (6) Subject to subsection (7), if a pension plan has a transfer ratio that is greater than or equal to 1.00, the administrator may transfer the commuted value of a pension, deferred pension or ancillary benefit in accordance with Section 50 (transfer rights), 51 (purchase by administrator), 56 (pre-retirement death) or 61 (pension division) of the Act.
- (7) If the administrator of a pension plan has reason to believe that the transfer ratio of the pension plan may have been materially reduced since the last valuation, the administrator must not permit a transfer without the prior approval of the Superintendent or having a new transfer ratio determined by an actuary.
- (8) If a transfer value is calculated on a basis more generous than the minimum basis prescribed by these regulations, the actuary must perform such supplementary calculations as he or she considers necessary to enable certification that the transfer will not reduce the transfer ratio of the plan below 1.00 or, if the transfer ratio of the plan prior to the transfer was less than 1.00, to a ratio lower than the ratio in existence prior to the transfer.
- (9) If a pension plan has a transfer ratio that is less than 1.00, the administrator may transfer the commuted value of a pension, deferred pension or an ancillary benefit on a 100% basis if
- (a) the administrator of the plan is satisfied that an amount equal to the transfer deficiency has been remitted to the pension fund; or
- (b) the transfer deficiency for the individual transfer is less than 5% of the year's maximum pensionable earnings for that year and the aggregate of transfer deficiencies for all transfers made since the last review date does not exceed 5% of the assets of the plan at that time.
- (10) If less than 100% of the commuted value of a pension, deferred pension or ancillary benefit is transferred, the balance including interest calculated at the rate used to calculate the commuted value of the pension, deferred pension or ancillary benefit, must be transferred by the administrator within 5 years of the date of the initial transfer, and any transfer subsequent to the initial transfer must be in accordance with subsection (9).
- (11) Any amounts transferred pursuant to a reciprocal transfer agreement that has been filed with the Superintendent are not subject to subsections (5) through (10).

- (12) Despite subsections (6) and (9), the administrator must not transfer the commuted value of any portion of a pension, deferred pension or ancillary benefit attributable to a benefit the liability for which was excluded in calculating the plan's solvency liabilities unless, in the report most recently filed or submitted under Section 4, 12 or 13, the liability for the benefit is included in calculating the plan's solvency liabilities, or an amount equal to the commuted value of the benefit is first paid into the pension fund by an employer.
- (13) With the prior approval of the Superintendent under Section 50 of Act, the administrator may make transfers that would otherwise be prohibited by subsection 50(9) of the Act.
- 20 For the purposes of clause 47(5)(d) of the Act, "benefits that result from voluntary contributions for past service" means, with respect to a member of a pension plan, benefits credited to the member as a result of his or her election under the plan to make voluntary contributions in order to purchase pension benefits relating to a period of employment before the date on which the member made the election.
- 21 (1) A member of a pension plan who makes an election under Section 50 of the Act (portability) or a person who is entitled to make an election under Section 61 of the Act (pension division) must deliver a completed direction to the administrator within 90 days following the later of termination of employment and the receipt of the statement required to be provided under subsection 34(1) of the Act or, in the case of a person entitled to make an election under Section 61 of the Act, within 90 days after receipt of notice of termination.
- (2) The administrator must comply with an election made under subsection (1) within 60 days of receipt of all information required by the administrator to comply with the direction.
- (3) The administrator must not transfer the commuted value or portion thereof of a pension or deferred pension unless the transferee agrees to administer the amount transferred as a pension or deferred pension in accordance with the Act and these regulations.

LIRA requirements

- 22 (1) For purposes of clause 50(1)(b) and Section 61 (pension division) of the Act, a LIRA is a prescribed retirement savings arrangement.
- (2) A transferee as referred to in this Section is an administrator for the purposes of Section 71A of the Act.
- (3) A contract to establish a LIRA for purposes of a transfer under Section 50 and Section 61 of the Act must include the following provisions:
- (a) no money in the account will be withdrawn except
- (i) for transfer to the pension fund of a registered pension plan,
- (ii) for transfer to another LIRA,
- (iii) to purchase only an immediate or deferred life annuity described in subsection (6) that is provided by a person authorized under the laws of Canada or a province to sell annuities as defined in Section 248 of the *Income Tax Act* (Canada) under an insurance contract that meets the requirements of Section 24,
- (iv) to transfer it to a LIF, or
- (v) to pay it in accordance with Section 27 or 28 (small amounts at age 65 or considerably shortened life expectancy);
- (b) money in the account will not be assigned, charged, anticipated or given as security except as permitted by subsection 70(3) or Section 71A of the Act, and any transaction purporting to assign, charge, anticipate or give the money in the account as security is void;

- (c) money in the account is exempt from execution, seizure or attachment except as permitted by Section 71A of the Act;
 - (d) except as provided in Section 57 or Section 71A of the Act or Section 27 or 28 (small amounts at age 65 or considerably shortened life expectancy), money transferred, including investment earnings, will not be commuted or surrendered during the lifetime of the member, and any transaction purporting to surrender or commute the money in the account is void;
 - (e) the transferee will not permit any subsequent transfer unless
 - (i) the transfer would be permitted under the Act and these regulations, and
 - (ii) the subsequent transferee agrees to administer the amount transferred as a pension or deferred pension in accordance with the Act and these regulations;
 - (f) the transferee will advise any subsequent transferee in writing that the amount transferred must be administered as a pension or deferred pension under the Act and these regulations; and
 - (g) on the death of the holder of the LIRA, the spouse or common-law partner or, if there is no spouse or common-law partner, the beneficiary or the estate of the holder, will be entitled to the full value of the account.
- (4) If the commuted value of a pension benefit that was transferred to a LIRA was determined in a manner that did not differentiate on the basis of sex, the immediate or deferred life annuity purchased with the funds in the account must not differentiate on the basis of the sex of the recipient.
- (5) If a LIRA results from the transfer of the commuted value of a pension benefit, the account must contain a statement as to whether the commuted value was determined on a basis that differentiated on the basis of sex.
- (6) The income payable under an annuity that is purchased with funds from a LIRA must not begin before the earlier of
- (a) the earliest date on which the former member is entitled to receive pension benefits under the Act as a result of termination of employment or termination of membership in any pension plan from which money was transferred into the LIRA; and
 - (b) the earliest date on which the former member is entitled to receive pension benefits under any pension plan described in clause (a) as a result of termination of employment or termination of membership in the plan.

LIF requirements

- 23 (1) For the purposes of clause 50(1)(b) of the Act, a LIF is a prescribed retirement savings arrangement.
- (2) A transferee as referred to in this Section is an administrator for the purposes of Section 71A of the Act.
 - (3) The LIF must comply with the conditions for registration under the *Income Tax Act* (Canada) to be a registered retirement income fund and, once registered, must remain registered.
 - (4) LIF money must be invested in a manner that complies with the rules for the investment of RRIF money contained in the *Income Tax Act* (Canada) and the regulations thereunder.
 - (5) A LIF established after December 31, 2002, by a financial institution must meet the requirements of this Section.
 - (6) A LIF on the list maintained by the Superintendent under subsection (13) on December 31, 2002,

must meet the requirements of this Section no later than December 31, 2003.

(7) In this Section

- (a) “financial institution” means the underwriter, depository or issuer of a LIF;
- (b) “list” means the appropriate list established and maintained under subsection (13); and
- (c) “owner” means the former member of a pension plan who has made a transfer pursuant to Section 50 of the Act to a LIF and, unless otherwise stated, includes the spouse or common-law partner if the spouse or common-law partner has made a transfer of a pension benefit as a result of the death of the member or former member or as a result of a division of a pension or pension benefits pursuant to Section 61 (pension division) of the Act.

Establishing a LIF

(8) Pension benefits may be transferred to a LIF by

- (a) a former member of a pension plan, including a former member who has previously transferred an amount under clause 50(1)(b) of the Act, who has obtained the written consent of his or her spouse or common-law partner, if any;
 - (b) the spouse or common-law partner of a member or former member of a pension plan if the spouse or common-law partner is entitled to a pension benefit as a result of the death of the member or former member or as a result of a division of pension benefits pursuant to Section 61 of the Act; or
 - (c) a person who has previously transferred an amount under Section 61 of the Act into a LIRA.
- (9) The only money that is permitted to be transferred to a LIF is an amount transferred under clause 50(1)(b) of the Act, all or part of the money transferred from a LIRA or money transferred from another LIF.
- (10) An owner may not commence income under a LIF earlier than the earliest date on which the owner would have been entitled to receive payment of a pension under any of the pension plans from which the money in the LIF was transferred.

LIF contract

(11) A LIF contract must

- (a) indicate the name and address of the financial institution;
- (b) describe the owner’s rights, if any, respecting the investment of the money in the fund;
- (c) include as part of the contract the Nova Scotia LIF Addendum in Schedule IV;
- (d) establish the method and factors that will be used to establish the value of the fund for the purpose of a transfer of assets or purchase of an annuity or payment upon the owner’s death; and
- (e) provide that the financial institution will not amend the contract except as provided in subsection (19), and include as part of the contract the provisions set out in subsection (19).

LIF filing requirements and Superintendent’s list

(12) A financial institution must file with the Superintendent for approval

- (a) a specimen certified copy of its LIF contract, together with a filing fee of \$1000 payable to the Minister of Finance; and
- (b) specimen certified copies of any subsequent amendments to its LIF contract together with a

filing fee of \$250 per amendment payable to the Minister of Finance.

- (13) The Superintendent must establish and maintain a list of
 - (a) the financial institutions for which contracts filed under subsection (12) are approved; and
 - (b) the LIFs that are approved for financial institutions referred to in clause (a).
- (14) A financial institution is permitted to issue a LIF only when it has been notified in writing by the Superintendent that its name and LIF are on the list, and has not been notified in writing by the Superintendent that it has been removed from the list pursuant to subsection (15).
- (15) The Superintendent may, without affecting the duties or liability of a financial institution in relation to any transfer or LIF, remove the financial institution's name or LIF from the list if a specimen certified copy of a LIF contract or amendments thereto have not been filed with the Superintendent or if the financial institution has breached any of its obligations under this Section.

Administrator's duties respecting transfer to a LIF

- (16) An administrator must not effect a transfer to a LIF issued by a financial institution unless the administrator has ascertained that the financial institution's name and LIF are currently on the list maintained in accordance with subsection (13).
- (17) An administrator must advise the financial institution as to whether the commuted value of a pension benefit transferred to the financial institution was determined in a manner that differentiated on the basis of sex.
- (18) An administrator must advise the financial institution of the earliest date on which a former member would have been entitled to receive payment of a pension under the pension plan from which the funds have been transferred.

Amending a LIF contract

- (19) A financial institution must not amend its LIF contract except in accordance with the following provisions:
 - (a) the financial institution must give the owner at least 90 days notice of a proposed amendment, other than an amendment described in clause (b);
 - (b) the financial institution must not amend the LIF if the amendment would result in a reduction in the owner's rights under the contract, unless
 - (i) the financial institution is required by law to make the amendment, and
 - (ii) the owner is entitled to transfer the assets in the fund under the terms of the contract that exist before the amendment is made;
 - (c) when making an amendment described in clause (b), the financial institution must notify the owner of the nature of the amendment and allow the owner at least 90 days after the notice is given to transfer all or part of the assets in the fund.

Insurance contract requirements

24 An insurance contract under which a deferred or immediate life annuity will be provided resulting from the transfer of the commuted value of a pension benefit or as the result of a purchase from a LIRA or LIF must include the following provisions:

- (a) all money transferred, plus interest, will not be assigned, charged, anticipated or given as security except as permitted by subsection 70(3) or Section 71A of the Act, and any transaction purporting to assign, charge, anticipate or give the money transferred as security is void;

- (b) except in the case of the unexpired period of a guaranteed annuity if the annuitant is deceased, no benefit provided under the annuity will be surrendered or commuted during the lifetime of the member or the member's spouse or common-law partner, and any transaction purporting to surrender or commute the benefit is void;
- (c) if the annuitant has a spouse or common-law partner at the time payments commence, the annuity will be in the form of a joint and survivor annuity as required by Section 52 of the Act unless the annuitant and his or her spouse or common-law partner provide a waiver as set out in Section 54 of the Act, or unless the annuitant's spouse or common-law partner has received a division under Section 61 of the Act, in respect of the annuitant's pension benefit;
- (d) the amount of the life annuity accrued after January 1, 1988, will be determined on a basis that does not take into account the sex of the annuitant, except
 - (i) in the case of a contract that is based entirely upon an amount or amounts transferred from a pension plan administered in accordance with clause 59(2)(b) of the Act (employer contribution varying based on sex of employee); or
 - (ii) in the case of a contract that is purchased with funds from a LIF or LIRA, if the commuted value of the pension benefit that was transferred into the LIF or LIRA was determined in a manner that differentiated on the basis of sex; and
- (e) on the death of the annuitant prior to payment of the annuity, the insurance company will administer the annuity in accordance with clause 22(3)(g).

Cost of complying with an attachment

- 25** (1) For the purposes of clause 71A(2)(a) of the Act, the cost of complying with an attachment made pursuant to clause 71A(1)(b) of the Act must be calculated in accordance with this Section.
- (2) The administrator must calculate the cost of complying with the attachment of a defined benefit as the amount, not to exceed \$500, that reasonably represents the cost to the pension plan of complying with the attachment.
 - (3) The administrator must calculate the cost of complying with the attachment of a defined contribution benefit as the amount, not to exceed \$250, that reasonably represents the cost to the pension plan of complying with the attachment.
 - (4) The cost of complying with the attachment of a deferred life annuity or prescribed retirement savings arrangement must be the amount, not to exceed \$250, that reasonably represents the cost to the transferee of complying with the attachment.

Withdrawal of money by owner at age 65 or with shortened life expectancy

- 26** (1) A document that is required to be given to a financial institution under Section 27 or 28 (small amounts at age 65 and considerably shortened life expectancy) and that must be signed by the owner of the LIRA or LIF is void if it is signed more than 60 days before the financial institution receives it.
- (2) A financial institution that receives a document required under Section 27 or 28 must give the owner of the LIRA or LIF a receipt for the document stating the date on which it was received.
- 27** (1) The owner of a LIRA or LIF may, upon application in accordance with this Section, withdraw all the money in the LIRA or LIF if, when the owner signs the application,
- (a) the owner is at least 65 years of age; and
 - (b) the value of all assets in all LIRAs, LIFs, and pension plans providing defined contributions benefits owned by the owner is less than 40% of the years maximum pensionable earnings for the calendar year in which the application is made.

- (2) An application to withdraw the money from a LIRA or LIF must be
- (a) in Form 10: Application to a Financial Institution to Withdraw Money From a LIRA or LIF at age 65;
 - (b) signed by the owner of the LIRA or LIF; and
 - (c) given to the financial institution that administers the LIRA or LIF.
- (3) The contract governing a LIRA or LIF must include the following terms and, if it does not, the contract is deemed to include them:
- (a) the financial institution is entitled to rely upon the information provided by the owner in an application made under this Section;
 - (b) an application that meets the requirements of this Section constitutes authorization to the financial institution to pay the money to the owner from the LIRA or LIF in accordance with this Section;
 - (c) the value of all assets in all LIRAs, LIFs, and pension plans providing defined contribution benefits owned by the owner when he or she signs the application under this Section will be determined in accordance with the most recent statement about each LIRA or LIF given to the owner, and each statement must be dated within one year before the owner signs the application;
 - (d) the financial institution must make the payments to which the owner is entitled under this Section within 30 days after the financial institution receives the completed application form and the statement referred to in clause (c).
- 28 (1) The owner of a LIRA or LIF may, upon application in accordance with this Section, withdraw all or part of the money in the LIRA or LIF if, when the owner signs the application, he or she has a mental or physical disability that is likely to shorten considerably his or her life expectancy.
- (2) An application to withdraw money from a LIRA or LIF must be
- (a) in Form 11: Application to a Financial Institution to Withdraw Money from a LIRA or LIF Because of Considerably Shortened Life Expectancy;
 - (b) signed by the owner of the LIRA or LIF and accompanied by a statement signed by a physician who is licensed to practise medicine in a jurisdiction in Canada that, in the opinion of the physician, the owner has a mental or physical disability that is likely to shorten considerably his or her life expectancy; and
 - (c) given to the financial institution that administers the LIRA or LIF.
- (3) A contract governing a LIRA or LIF must include the following terms and, if it does not, the contract is deemed to include them:
- (a) the financial institution is entitled to rely upon the information provided by the owner in an application made under this Section;
 - (b) an application that meets the requirements of this Section constitutes authorization to the financial institution to pay money to the owner from the LIRA or LIF in accordance with this Section; and
 - (c) the financial institution must make the payments to which the owner is entitled under this Section within 30 days after the financial institution receives the completed application form and accompanying document.

Designated provinces

29 The following provinces and territories of Canada are designated as provinces or territories, as the case may be, in which there is in force legislation substantially similar to the Act:

- (a) the Province of Alberta;
- (b) the Province of Quebec;
- (c) the Northwest Territories;
- (d) the Province of Saskatchewan;
- (e) the Province of Manitoba;
- (f) the Province of Ontario;
- (g) the Province of Newfoundland and Labrador;
- (h) the Province of New Brunswick;
- (i) the Province of British Columbia;
- (j) the Yukon Territory;
- (k) the Territory of Nunavut.

30 If a plurality of the members of a pension plan is employed in a designated province, the plan may be excepted, subject to agreement with the designated province, from a registration or audit under the Act, and for the purpose of ascertaining where the plurality of the members is employed, members not employed in Nova Scotia or a designated province shall not be counted.

Survivor benefits

31 A bridging benefit need not be taken into account when calculating the amount of a pension for purposes of Section 52(3) of the Act (joint and survivor benefit) or the commuted value of a deferred pension or a pension benefit under Section 56 of the Act (pre-retirement death benefit).

Interest

- 32** (1) In the case of a pension plan that provides defined contribution benefits, on and after January 1, 1988, contributions made by or on behalf of members and former members must be credited not less frequently than annually with such rate of return as can reasonably be attributed to the operation of the pension fund or that part of the pension fund to which the contributions are made.
- (2) In the case of a pension plan that provides defined benefits, on and after January 1, 1988, contributions of members and former members, other than additional voluntary contributions, must, as a minimum, be credited not less frequently than annually with either
- (a) interest to be calculated on the basis of the average of the yields of 5 year personal fixed term chartered bank deposit rates (CANSIM Series B 14045), over a reasonably recent period, the averaging period not to exceed 12 months; or
 - (b) such rate of return, never to be less than 0%, as can reasonably be attributed to the pension fund or that part of the pension fund in which the contributions are held.
- (3) In the case of a pension plan that provides defined benefits, additional voluntary contributions and optional ancillary contributions made by members and former members must be credited with such rate of return as can reasonably be attributed to the operation of the pension fund or that part of the pension fund to which contributions are made.
- (4) In the case of a pension plan that provides both defined benefits and defined contributions, on and after January 1, 1988, contributions of members and former members must be credited in accordance with subsection (1), (2) or (3) as applicable.
- (5) Despite subsections (1) to (4), in the case of a defined benefit pension plan that provides for pension benefits that are guaranteed by an insurance company, on and after January 1, 1988, the contributions of members and former members must be credited not less frequently than annually with interest to be calculated on the basis of the average of the yields of 5 year personal fixed term chartered bank deposit notes (CANSIM Series B 14045), over a reasonably recent period, the averaging period not to exceed 12 months.

- (6) Interest shall commence to accrue to contributions made by a member on or after January 1, 1988, no later than the first of the month following the month in which the contributions were required to be paid into the pension fund.
- (7) As an alternative to subsection (6), contributions made by a member to a pension plan during a fiscal year of the plan may be credited with an average rate of interest for that fiscal year determined in accordance with subsections (1) to (5).
- (8) If a member ceases to be a member, retires or dies during a fiscal year of a pension plan, the rate of interest to be credited to the member's contributions during the fiscal year of the plan must be the most recently calculated rate determined in accordance with subsections (1) to (7), applied at least to the end of the month of termination.
- (9) For a former member or other person entitled to a lump sum payment, or a person who makes an election to transfer funds under Section 50 of the Act, the amount owing must be credited with interest from the date of termination to the beginning of the month of payment, at the rate determined under subsections (1) to (7).
- (10) Despite subsection (9), if the Superintendent has made an order for repayment of money under subsections 50(10) or 51(5) of the Act or for a return of assets under subsections 85(7) or 86(6) of the Act, the order must include interest at the post-judgment interest rate calculated from the date of the transfer to which the order relates.
- (11) If a pension plan is wound up in whole or in part, the amount owing to a person who is entitled to a lump sum payment or a person who makes an election under Section 50 of the Act must be credited with interest from the effective date of the wind-up to the beginning of the month of payment, at the interest rate used in determining the commuted value of the pension benefit in the wind-up report.
- (12) This Section applies to the accumulated contributions made by a member or former member as at January 1, 1988, and all contributions made by a member or former member subsequent to that date.

Surplus withdrawal application - continuing plan

- 33** (1) The notice required under subsection 83(2) of the Act in an application for withdrawal of surplus from a continuing pension plan must contain the following information related to the application:
- (a) the name of the pension plan and its provincial registration number;
 - (b) the review date of the report provided with the application and the amount of surplus in the pension plan;
 - (c) the surplus attributable to employee and employer contributions;
 - (d) the amount of surplus withdrawal requested;
 - (e) a statement that submissions in respect of the application may be made in writing to the Superintendent within 30 days of receipt of the notice;
 - (f) the contractual authority for surplus withdrawal;
 - (g) notice that copies of the report and certificates filed with the Superintendent in support of the surplus request are available for review at the offices of the employer and information on how copies of the report may be obtained; and
 - (h) any other information respecting the application that is required by the Superintendent to be provided.
- (2) An application by an employer for the consent of the Superintendent to a payment from a continuing pension plan under subsection 83(1) of the Act must be accompanied by a certified copy of the notice referred to in subsection (1), a statement that subsection 83(2) of the Act has been complied

with, details on the classes of persons who received notice, and the date the last notice was distributed.

- (3) The application referred to in subsection (1) must be accompanied by a current report prepared on the basis of a going concern valuation demonstrating that a surplus exists and that there are no special payments required to be made to the pension fund.

34 (1) For purposes of determining the amount of surplus under a continuing pension plan,

- (a) assets are the market value of investments held by the pension fund plus any cash balances and accrued or receivable income items; and
- (b) liabilities are the greater of the going concern liabilities and the liabilities determined under Section 16.

- (2) For purposes of subclauses 84(1)(d)(ii) and (e)(ii) of the Act (surplus retention), the liabilities of the pension plan must be calculated on the basis of a solvency valuation.

Notices and statements required on wind-up

35 (1) The notice of proposal to wind up a pension plan required under Section 73 of the Act must include the following information:

- (a) the name of the plan and its provincial registration number;
- (b) the proposed effective date of the wind-up;
- (c) notice that each member, former member or any other person entitled to a pension, deferred pension, any other benefit or a refund will be provided with an individual statement setting out entitlements and options under the plan; and
- (d) if a plan provides contributory benefits, notice of the member's right to make contributions in respect of the period of notice of termination of employment required under the *Labour Standards Code*, in order for that period to be included for the purpose of calculating the member's pension benefits where applicable under Section 79 of the Act.
- (2) In addition to entitlements under the plan and any options available, the statement provided to each member, former member or any other person under Section 77 of the Act must include
- (a) the name of the pension plan and its provincial registration number;
- (b) the member's name and date of birth;
- (c) the effective date of the plan wind-up;
- (d) the date on which the member joined the plan, and, except in the case of multi-employer pension plans, the date the member was employed by the employer;
- (e) the member's spouse or common-law partner or designated beneficiary as indicated on the records of the administrator;
- (f) the amount of required contributions made to the pension fund by a member since the date of the last annual statement provided under Section 33 of the Act;
- (g) the accumulated amount of required contributions made to the pension fund by the member, including interest credited to the contributions, to the wind-up date;
- (h) the amount of additional voluntary contributions made by the member to the pension fund since the date of the last annual statement provided under Section 34 of the Act;

- (i) the accumulated amount of additional voluntary contributions made by the member to the pension fund, including interest credited to the contributions, to the wind-up date;
 - (j) any amount transferred since the date of the last annual statement provided under Section 34 of the Act from another pension plan on behalf of the member and the pension benefit under the plan attributable to that amount;
 - (k) in the case of a plan providing defined contribution benefits,
 - (i) the amount of employer contributions allocated to the member since the date of the last annual statement provided under Section 34 of the Act, and
 - (ii) the accumulated amount of employer contributions, including interest credited to the contributions, allocated to the member on the plan records, to the wind-up date;
 - (l) in the case of a defined benefit plan,
 - (i) the member's years of employment for the purpose of the calculation of pension benefits, including any period credited under subsection 79(5) of the Act, and
 - (ii) if salary is a factor in determining a pension benefit, the salary level used for the purpose of determining the benefit;
 - (m) the rate of interest credited to contributions required to be made by the member since the date of the last annual statement required under Section 33 of the Act;
 - (n) an explanation of any amendments made to the pension plan during the period covered by the statement for which an explanation has not previously been provided under Section 32;
 - (o) the time period in which any option must be exercised;
 - (p) if there are insufficient assets to pay all pension benefits, a description of any reductions made to the person's benefits;
 - (q) if there are surplus assets, a statement of the method of distribution and, if applicable, the formula for allocation of any surplus among the plan beneficiaries;
 - (r) notice of where copies of the wind-up report are available and information on how copies of the report may be obtained; and
 - (s) notice of the person the recipient of the statement may contact with respect to any questions arising out of the statement.
- (3)** Subject to subsection (4), the statement required by subsection 77(1) of the Act must be given to the specified persons within 60 days after the administrator receives notice that the Superintendent has approved the wind-up report.
- (4)** If the Superintendent approves the payment of benefits under subsection 75(3) of the Act, the statement required by subsection 77(1) of the Act must be given to the persons affected by the approval within 60 days after the administrator receives notice of it.
- (5)** Where the recipient of a statement referred to in subsection (2) is entitled to elect an option, the election must be forwarded to the administrator within 90 days following receipt of the statement.
- (6)** The administrator must comply with an election made by a person on the wind-up of a pension plan within 60 days following the later of
- (a) receipt of the election; and
 - (b) receipt of notice that the wind-up report has been approved by the Superintendent.

- (7) If the Superintendent approves the payment of benefits under subsection 75(3) of the Act, the payment required by subsection 77(3) of the Act must be made within 60 days following the later of
- (a) the date on which the administrator receives the election under subsection (5) by the person affected by the approval or, if no election is made, the day on which the person is deemed to have made the election; and
 - (b) the day on which the administrator receives notice of the approval.
- (8) If a recipient of a statement referred to in subsection (2) dies prior to forwarding the election to the administrator and the date of death is prior to the expiry date of the period during which the recipient was entitled to elect an option, then the spouse or common-law partner of the recipient on the date of death is entitled
- (a) to receive a lump sum payment equal to the commuted value that the recipient was entitled to transfer under subsection 78(2) of the Act; or
 - (b) to an immediate or deferred pension the commuted value of which is at least equal to the commuted value referred to in (a).
- (9) The recipient referred to in subsection (8) may designate a beneficiary and the beneficiary is entitled to be paid an amount equal to the lump sum payment referred to in clause 8(a) if the recipient does not have a spouse or common-law partner on the date of death.
- (10) The personal representative of the recipient referred to in subsection (8) is entitled on the recipient's death to receive payment of the commuted value described in clause (8)(a) if the recipient does not have a spouse or common-law partner or has not designated a beneficiary under subsection (9).
- (11) If a person who would have received a statement referred to in subsection (2), and would have been entitled to elect an option, dies prior to receipt of the statement, then subsections (8), (9) and (10) apply as if that person had received the statement.
- (12) The notice of application for consent to pay surplus required under subsection 83(2) of the Act for a plan that is being wound up must contain the following information:
- (a) the name of the pension plan and its provincial registration number;
 - (b) the review date of the report provided with the application and amount of surplus in the pension plan;
 - (c) the surplus attributable to employee and employer contributions;
 - (d) the amount of surplus withdrawal requested;
 - (e) a statement that submissions may be made in writing to the Superintendent within 30 days of receipt of the notice;
 - (f) the contractual authority for surplus withdrawal;
 - (g) notice that copies of the wind-up report filed with the Superintendent in support of the surplus application are available for review at the offices of the employer and information on how copies of the report may be obtained; and
 - (h) any additional information respecting the application that the Superintendent requires to be provided.
- (13) An application by an employer for the consent of the Superintendent to a payment from a pension plan that is being wound up must be accompanied by a certified copy of the notice referred to in subsection (12), a statement that subsection 83(2) of the Act has been complied with, the date the

last notice was distributed, and the classes of persons who received notice.

Claim to surplus on wind-up

36 (1) An employer's proposal to establish a claim to the surplus must contain the following information:

- (a) the name of the pension plan and its provincial registration number;
 - (b) the date of termination of the plan;
 - (c) the surplus assets determined on the termination of the plan;
 - (d) to whom the surplus is to be allocated and the method of allocation;
 - (e) value of the benefits attributable to all the members and former members and other persons entitled to benefits under the plan;
 - (f) the number of members and former members for the purposes of any allocation of surplus; and
 - (g) any additional information respecting the proposal as required by the Superintendent.
- (2)** A class of persons prescribed for the purposes of clause 84(3A)(c) of the Act must include spouses or common-law partners of deceased members and former members and spouses or common-law partners who have an entitlement pursuant to Section 61 (pension division) of the Act and who are entitled to any benefit under the pension plan.

Requirements for plan wind-up

37 (1) The wind-up report required to be filed under subsection 75(1) of the Act must be prepared by a person authorized to prepare a report for the plan under Section 14.

- (2)** If a pension plan is being wound up in whole or in part, the minimum commuted value of a pension, deferred pension, or ancillary benefit in respect of a person who exercises his or her entitlement under subsection 78(2) of the Act is the amount determined as of the effective date of the wind-up in accordance with the "Recommendations for the Computation of Transfer Values from Registered Pension Plans" issued by the Canadian Institute of Actuaries from time to time.
- (3)** The administrator must file the wind-up report with the Superintendent within 6 months following the effective date of the wind-up of the pension plan in whole or in part.
- (4)** In addition to the wind-up report required under subsection 75(1) of the Act, the administrator of the pension plan must file all outstanding annual information returns required to be filed up to the effective date of the wind-up of the plan within 6 months after the effective date.
- (5)** The refund of employee contributions with interest to persons not entitled to a pension, deferred pension, or ancillary benefit is a prescribed payment for purposes of subsection 75(3) of the Act.
- (6)** Subject to subsection (7), if a pension plan that provides defined benefits has been terminated and the wind-up report referred to in subsection (1) has been approved by the Superintendent, the administrator of the plan may pay, prior to the completion of any additional funding required under Section 80 of the Act (employer's liability on wind-up),
 - (a) the accumulated value of any additional voluntary contributions;
 - (b) the accumulated value of required contributions made by a member or former member; and
 - (c) the value of any pension, deferred pension or ancillary benefits accrued as of the effective date of the wind-up with respect to employment and remuneration until that date in accordance with the plan provisions, to the extent that the benefits have been funded and after appropriate adjustments for any payment made in accordance with clause (b).
- (7)** If a pension plan is wound up in whole or in part and the assets of the pension plan are not sufficient to pay all pensions, deferred pensions and ancillary benefits, the pension, deferred pension or ancillary benefit to which a person would otherwise be entitled must be reduced to an amount proportionate to the extent that the benefits have been funded.

- 38 (1)** If an employer is required or liable to make payments into the pension fund in accordance with Section 80 of the Act, the employer must make the payments within 30 days of the date of termination or wind-up of the plan or such longer period as approved by the Superintendent.
- (2)** If a defined benefit pension plan is wound up in part, a wind-up report must be prepared as if the pension plan were wholly wound up.

Membership information

- 39 (1)** The information to persons eligible or required to be members of a pension plan referred to in subsection 31(1) of the Act must be provided
- (a)** to a person who becomes a member of a plan on the date the plan is established, within 60 days after the date the plan is established;
 - (b)** to an employee who will become eligible to become a member of a plan, within 60 days prior to the date on which the person will become eligible; and
 - (c)** to a person who is eligible to become a member of a plan upon commencing employment, within 60 days following the person's commencement of employment.
- 40 (1)** For a pension plan that permits a member to make optional ancillary contributions, the following information is prescribed pursuant to clause 31(1)(c) of the Act to be provided by the Administrator:
- (a)** the optional ancillary benefits available on conversion;
 - (b)** a summary of the method used to convert the optional ancillary contributions;
 - (c)** the terms and conditions for making an election for conversion; and
 - (d)** the risk of forfeiture if there are insufficient optimal ancillary benefits available at the time of conversion to completely use all the optional ancillary contributions.

Notice and explanation of plan amendment

- 41 (1)** Within 60 days after registration of an amendment to a pension plan, the administrator must give notice and an explanation of the amendment as required under subsection 32(3) of the Act to each member, former member and other person who is or will be affected by the amendment.
- (2)** Despite subsection (1), if the Superintendent dispenses, pursuant to subsection 32(4) of the Act, with the notice and explanation required under subsection 32(3) of the Act, the administrator must provide notice and an explanation of the amendment to each member with the next annual statement of pension benefits required under Section 33 of the Act.

Annual statement

- 42 (1)** The annual statement required under Section 33 of the Act must contain at least the following information as recorded on the records of the administrator:
- (a)** the name of the pension plan and its provincial registration number;
 - (b)** the member's name and date of birth;
 - (c)** the period covered by the statement;
 - (d)** the date on which the member joined the plan, and, except for multi-employer pension plans, the date on which the member was employed by the employer;
 - (e)** the date on which the member became fully vested or will become fully vested;
 - (f)** the member's normal retirement date;
 - (g)** if applicable, the earliest date the member will be eligible to receive an unreduced pension;
 - (h)** if applicable, the name of the person recorded as the member's spouse or common-law partner;

- (i) if applicable, the name of the person's designated beneficiary;
- (j) the amount of required contributions, if any, made to the pension fund by a member during the period covered by the statement;
- (k) the accumulated amount of required contributions, if any, made to the pension fund by the member, including interest credited to the contributions, to the end of the period covered by the statement;
- (l) the amount of any additional voluntary contributions made by the member to the pension fund during the period covered by the statement;
- (m) the accumulated amount of any additional voluntary contributions made by the member to the pension fund, including interest credited to the contributions, to the end of the period covered by the statement;
- (n) the amount of any optional ancillary contributions made by the member to the pension fund during the period covered by the statement;
- (o) the accumulated amount of any optional ancillary contributions made by the member to the pension fund during the period covered by the statement;
- (p) for a plan providing defined contribution benefits,
 - (i) the amount of employer contributions allocated to the member during the period covered by the statement, and
 - (ii) the accumulated amount of employer contributions, including interest credited to the contributions, allocated to the member on the plan records, to the end of the period covered by the statement;
- (q) for of a defined benefit plan
 - (i) the member's years of employment for the purpose of the calculation of pension benefits, determined as of the end of the period covered by the statement,
 - (ii) the annual amount of pension benefit payable at normal retirement date accrued at the end of the period covered by the statement,
 - (iii) if salary is a factor in determining a pension benefit, the salary level used for the purpose of determining the benefit,
 - (iv) information as to whether the pension referred to in clause (ii) is reduced by an amount of pension payable under the Canada Pension Plan, Quebec Pension Plan or *Old Age Security Act* (Canada);
- (r) an explanation of any amendment made to the pension plan during the period covered by the statement for which an explanation has not been provided because of a dispensation by the Superintendent under subsection 32(4) of the Act;
- (s) if the plan permits a member to make optional ancillary contributions,
 - (i) the estimated amount of optional ancillary contributions that the member could make in the following year,
 - (ii) the optional ancillary benefits chosen by the member, and

- (iii) a statement that there is a risk of forfeiture of part of those contributions under the *Income Tax Act* (Canada).
- (2) The administrator must provide the annual statement required under Section 33 of the Act to members within 6 months of the fiscal year-end of the plan.

Termination statement - deferred

- 43 (1) If a member of a pension plan terminates employment or ceases to be a member of a pension plan for reasons other than retirement or death and the member is entitled to a deferred pension, the written statement required under Section 34 of the Act must contain at least the following information as recorded on the records of the administrator:
- (a) the name of the pension plan and its provincial registration number;
 - (b) the member's name and date of birth;
 - (c) the date on which the member joined the pension plan and the years of employment credited under the plan for the purpose of calculating the pension benefit;
 - (d) the member's normal retirement date under the plan or the earliest date on which an unreduced pension is payable;
 - (e) the pension benefits and ancillary benefits to which the member is entitled on termination and any options respecting those benefits, including early, normal and postponed dates for the commencement of payment of benefits and any adjustment to the pension as a result of early or postponed retirement;
 - (f) if applicable, the name of the person recorded as the member's spouse or common-law partner or designated beneficiary;
 - (g) if applicable, the formula by which the deferred pension will be integrated with a pension payable under the Canada Pension Plan, Quebec Pension Plan or the *Old Age Security Act* (Canada) and the reduction or increase to the deferred pension as a result of the integration;
 - (h) any bridging benefit or special allowance and the date on which the benefit or allowance ceases to be paid;
 - (i) any indexation provisions applicable to the deferred pension;
 - (j) any benefit payable in the event of the member's death, should the death occur prior to the commencement of payment of pension benefits;
 - (k) any benefit payable in the event of the member's death, should the death occur after the commencement of payment of pension benefits;
 - (l) the transfer value of the deferred pension determined in accordance with subsection 19(2);
 - (m) any options with respect to transfers available under Section 50 of the Act and
 - (i) the application of the transfer ratio determined under Section 19 to the transfer option, and
 - (ii) if the transfer ratio is less than 1.00, the amount that may be transferred out immediately and the manner in which the balance will be paid;
 - (n) the deadline by which any option must be exercised; and
 - (o) the amount of any refunds to which the member is entitled and information on the effect, if any, the member's election to receive a refund would have on the member's pension or deferred pension.

- (2) The administrator must provide the written statement referred to in subsection (1) within 60 days following the member's termination of employment or cessation of membership in the plan or, if notice of termination or cessation is not provided to the administrator prior to the event, within 60 days following the administrator's receipt of the notice.

Termination statements - refunds

- 44** (1) If a member of a pension plan terminates employment or ceases to be a member of a pension plan for reasons other than retirement or death and the member is not entitled to a pension or deferred pension, the administrator of the pension plan must provide the member with a statement setting out at least the following information as recorded on the records of the administrator:
- (a) the name of the plan and its provincial registration number;
 - (b) the member's name and date of birth;
 - (c) the dates on which the member joined the plan and ceased membership in the plan;
 - (d) the years of employment credited under the plan for the determination of pension benefits;
 - (e) the amount of any refund;
 - (f) any ancillary benefit to which the member may be entitled; and
 - (g) any option that the member is entitled to elect and the time period in which the option must be exercised.
- (2) The administrator must provide the statement referred to in subsection (1) within 60 days following the termination of employment or cessation of membership in the plan or, if notice of termination or cessation is not provided to the administrator prior to the event, within 60 days following the administrator's receipt of the notice.
 - (3) If no options are available to the member, the administrator must provide any refund to which the member is entitled within 60 days following the administrator's receipt of the notice of the member's termination of employment.
 - (4) If the member has an option with respect to the refund, the administrator must comply with the election made by the member within 60 days following receipt of a direction from the member.

Death benefits statement

- 45** (1) If a member or a former member who is not receiving payments from the pension fund dies and the death results in the spouse or common-law partner, beneficiary or estate of the member or former member becoming entitled to a benefit, the administrator of the plan must, within 60 days following receipt of notice of the death, provide the spouse or common-law partner or legal representative with a statement setting out at least the following information:
- (a) the name of the pension plan and its provincial registration number;
 - (b) the name of the deceased member or former member;
 - (c) the amount and method of payment of the benefit;
 - (d) the amount, if any, payable under subsection 47(4) of the Act (50% rule);
 - (e) the basis for indexation of a pension, if applicable;
 - (f) if applicable, the amount of the pension resulting from additional voluntary contributions and optional ancillary contributions;
 - (g) if applicable, the amount of the pension purchased with contributions resulting from a transfer made on behalf of the member from another pension fund; and
 - (h) in the case of a spouse or common-law partner, the options available under Section 56 of the Act.
- (2) For purposes of subsection 56(1) or (2) of the Act (pre-retirement death benefits), a spouse or common-law partner must make an election within 90 days following receipt of the notice referred to in subsection (1).
 - (3) The administrator of the pension plan must comply with an election under subsection (2) within 60 days following receipt of the direction from the spouse or common-law partner.

Termination statement - retirement

- 46 (1)** At least 60 days prior to a member's normal retirement date or the date at which a member of a pension plan has indicated that he or she intends to retire, the administrator of the plan must advise the member of any options respecting payment of the pension available to the member under the pension plan, the Act or the regulations and the time period in which the options may be exercised.
- (2)** If an administrator has not received adequate advance notice of the intended retirement necessary to comply with subsection (1), the administrator must provide the information referred to in subsection (1) within 60 days following receipt by the administrator of a completed application required for commencement of the pension.
- (3)** If a member of a pension plan retires, the written statement required under Section 34 of the Act must contain at least the following information as recorded on the records of the administrator:
- (a)** the name of the pension plan and its provincial registration number;
 - (b)** the member's name and date of birth;
 - (c)** the date on which the member joined the plan and the years of employment credited under the plan for purposes of calculating the pension benefit;
 - (d)** if applicable, the name of the person recorded as the member's spouse or common-law partner or beneficiary;
 - (e)** the commencement date for payment of pension benefits;
 - (f)** the amount of the pension to which the member is or will be entitled according to the records of the administrator and based on elections made by the member;
 - (g)** any increase or reduction in the pension resulting from early or postponed retirement;
 - (h)** the amount of the pension benefit purchased with additional voluntary contributions made by the member;
 - (i)** the optional ancillary benefits available to the member to enhance the pension and, if optional ancillary contributions exceed the maximum value of the optional ancillary benefits available for purchase, the amount of that excess and that the excess is retained in the plan;
 - (j)** the amount of the pension benefit purchased with contributions resulting from a transfer made on behalf of the member from another pension fund;
 - (k)** any integration of the pension entitlement with pensions payable under the Canada Pension Plan, Quebec Pension Plan or the *Old Age Security Act* (Canada) and the effect of the integration;
 - (l)** any bridging benefits or special allowances and the date on which the benefits or allowances cease to be paid;
 - (m)** any indexation provisions applicable to the pension or deferred pension;
 - (n)** any benefit payable in the event of the member's death; and
 - (o)** any other refunds under the plan to which the member is entitled.
- (4)** The administrator must provide the statement referred to in subsection (3) within 60 days following the member's retirement or, if the administrator has not received notification prior to retirement, within 60 days following the administrator's receipt of a completed application required for commencement of the pension.

Information available on request

- 47 (1)** The following documents or information are prescribed for the purpose of Sections 35 and 36 of the Act (inspection of documents at offices of administrator or Superintendent);
- (a) the provisions of the current pension plan including any amendments to the plan;
 - (b) any documents related to the pension plan required to be filed with the Superintendent under subsection 15(2) or 18(2) of the Act or under the *Pension Benefits Act*, Chapter 14 of the Acts of 1975;
 - (c) the provisions of any previous pension plan, if the current plan is a successor to a previous version of the plan, including amendments;
 - (d) any documents related to a previous version of the pension plan and required to be filed with the Superintendent under subsection 15(2) or 18(2) of the Act or under the *Pension Benefits Act*, Chapter 14 of the Acts of 1975;
 - (e) the applicable provisions of any document setting out the employer's responsibilities with respect to the pension plan;
 - (f) a document whereby the administration of the pension plan or pension fund is delegated;
 - (g) copies of any information returns filed with the Superintendent in respect of the pension plan;
 - (h) copies of any financial statement or any report under Section 4, 12 or 13 filed with the Superintendent in respect of the pension plan;
 - (i) copies of correspondence in respect of the pension plan between the Superintendent and the administrator within 5 years preceding the date of the request, except personal information relating to a member or former member without the consent of that member or former member;
 - (j) copies of those parts of an agreement concerning the purchase or sale of a business or the assets of a business that relate to the pension plan;
 - (k) copies of any statement of investment policies and goals established for the pension fund at the office of the administrator, or at the office of the Superintendent if filed with the Superintendent; and
 - (l) copies of any audited financial statement for a pension fund, filed with the Superintendent.
- (2)** The fee prescribed for a copy of any document referred to in subsection (1) that is obtained from the Superintendent is \$0.50 per page, with a minimum fee of \$5.00.
- (3)** The administrator must comply with a written request under Section 35 of the Act within 30 days following receipt of the request.
- (4)** A person making a request under Section 35 or 36 of the Act is entitled to have access to those parts of the pension plan and other documents or information that are applicable to that person.

Prescribed classes

- 48 (1)** The prescribed classes of employees referred to in Section 37 of the Act are
- (a) employees who are paid a salary;
 - (b) employees who are paid on an hourly basis;
 - (c) employees who are members of a trade union;
 - (d) employees who are not members of a trade union;
 - (e) supervisory employees;
 - (f) management employees;

- (g) executive employees;
 - (h) employees who are officers of the employer;
 - (i) employees who are significant shareholders of the employer;
 - (j) persons who fall within clause (c) or (d) and also any of clauses (a) or (b) or (e) to ~~(f)~~ (i);
 - (k) employees belonging to such other identifiable group of employees as is acceptable to the Superintendent.
- (2) For the purposes of Section 37 of the Act, different employers in a multi-employer plan may have different prescribed classes of employees covered by the plan.
- (3) A pension plan in which the only member is an individual employee who, but for this subsection, falls within a class described in clause (1)(g), (h) or (i) is exempt from Section 37 of the Act, and that employee must be treated for the purposes of the Act and these regulations as not falling within that class.

Exemptions

- 49 (1) The pension plans established by or under the following legislation are excepted from the application of the Act and the regulations:
- (a) the *Public Service Superannuation Act*;
 - (b) the *Teachers' Pension Act*;
 - (c) the *Members' Retiring Allowances Act*;
 - (d) the *Judges of the Provincial Court Act*.
- (2) The following pension plans are excepted from the application of the Act and the regulations:
- (a) the Pension Plan for Salaried Employees of Sydney Steel Corporation;
 - (b) the Sydney Steel Corporation Non-Contributory Union Pension Plan 1968 (for Members of Locals 1064, 6537 and 6516 of the United Steelworkers of America and Local 2 of The Bricklayers and Allied Craftworkers); and
 - (c) the Sydney Steel Corporation Non-Contributory Union Pension Plan 1974 for Members of Local 1675 of the Canadian Union of Public Employees.
- (3) The administrator of a multi-employer pension plan is exempt from Section 45(2) of the Act.
- (4) A pension plan established and maintained for the employees of 2 or more employers, that is neither a multi-employer pension plan, nor a pension plan in which all employers are affiliates of each other, is exempt from Section 14 of the Act, if the plan provides that the administrative duties of the employer and the administrator as specified in the Act are totally assumed by a financial institution.
- (5) A pension plan referred to in subsection (4) may permit different employers to establish different prescribed classes of employees for the purposes of Section 37 of the Act.

Significant shareholder plans

- 50 Subsection 20(1) of the Act (reduction of benefits) does not apply to a member of a defined benefit pension plan who is a significant shareholder, if the employer providing the pension plan and the significant shareholder consent in writing to the non-application of Section 20 of the Act and file the consent with the Superintendent.

Conflict of interest - multi-employer pension plan

- 51 Subsection 29(3) of the Act (conflict of interest) does not apply to an administrator of a multi-employer pension plan or, if the administrator is a pension committee or board of trustees, a member of the committee or board, who enters into an arrangement related to the administration of the pension plan or pension fund that
- (a) is in the interest of the members and former members of the pension plan;

- (b) is protective of the rights of the members and former members of the pension plan;
- (c) is expressly provided for in the documents that create and support the pension plan; and
- (d) is disclosed to members and former members of the plan prior to entering into the arrangement.

Notices and summaries respecting contributions – multi-employer pension plan

52 Subsection 45(1) of the Act does not apply to a multi-employer pension plan established pursuant to a collective agreement, a trust agreement, a statute or a municipal by-law.

Miscellaneous

Integration formula

53 For purposes of Section 60 of the Act (integrated pension plans), the reduction of a pension or a deferred pension that may be required by a pension plan in relation to benefits under the Canada Pension Plan (Canada) (“CPP”), the Quebec Pension Plan (Quebec) (“QPP”) or the *Old Age Security Act* (Canada) (“OAS”) must not exceed the following amounts:

- (a) if the plan has a CPP or QPP offset, the amount calculated according to the following formula:

$$A \times \frac{B}{35}$$

where A = amount of pension that would be payable to the person under the CPP or QPP calculated as of the date of termination of the person's employment or membership and calculated as if the person had reached 65 years of age at the date of termination, and

B = number of years, not exceeding 35, including parts of a year, of employment credited to the person under the pension plan; and

- (b) if the plan has, prior to January 1, 1988, an OAS offset, the amount calculated according to the following formula:

$$C \times \frac{D}{35}$$

where C = amount of pension payable under the OAS calculated as of the date of termination of the person's employment or membership,

D = number of years, not exceeding 35, including parts of a year, of employment credited to the person under the pension plan before January 1, 1988.

Individual level-premium contracts

54 If a pension plan is insured by individual level-premium contracts, the deferred pension referred to in Sections 42 and 43 of the Act may, in the case of a contract issued prior to the qualification date, be equal to the paid-up annuity under the contract arising from contributions made with respect to employment on or after the qualification date if the special payments required with respect to the deferred pension under the contract have all been paid or will continue to be paid.

Pension fund trustee

55 A pension fund must be administered

- (a) by a government;
- (b) by an insurance company;
- (c) by a trust in Canada governed by a written trust agreement under which the trustees are
 - (i) a trust corporation registered under the *Trust and Loan Companies Act*,

- (ii) 3 or more individuals, at least 3 of whom reside in Canada and at least one of whom is independent of any employer contributing to the pension fund, to the extent the individual is neither a significant shareholder, partner, proprietor, director, officer, nor an employee of an employer contributing to the fund or an affiliate of the employer, or
- (iii) a corporate pension society established under the *Pension Fund Societies Act* (Canada);
- (d) under the *Government Annuities Act* (Canada);
- (e) by the board, agency, commission, or corporation made responsible by an Act of the Legislature for the administration of the pension fund; or
- (f) by any combination of the above.

Plan fiscal year end

56 Unless otherwise stated in the pension plan documents, the fiscal year of a pension plan is deemed to commence on January 1 and end on December 31 and, except on such basis as may be authorized by the Superintendent, a fiscal year of a pension plan must not exceed 12 months.

Determination of joint and survivor pension

57 For purposes of determining a joint and survivor pension under Section 52(1) of the Act, the pension must be based on the spouse or common-law partner of the member at the beginning of the period for which a pension first becomes payable.

Filing of reciprocal transfer agreements

- 58** (1) The administrator of a pension plan must submit for filing a certified copy of any reciprocal transfer agreement entered into prior to these regulations coming into force within 6 months following the date these regulations come into force.
- (2) The administrator of a pension plan must submit for filing a certified copy of any reciprocal agreement entered into on or after the date these regulations come into force within 60 days following execution of the agreement.

Additional ancillary benefits

59 The following ancillary benefits are prescribed for purposes of Section 48 of the Act:

- (a) survivor benefits in excess of those required under subsection 52(3) of the Act; and
- (b) any vesting provisions in excess of those required under Sections 41, 42 and 43 of the Act.

Refund of contributions not locked in

60 Subsection 68(1) of the Act does not apply to a refund of contributions made to a pension plan by a person who is entitled to a pension or a deferred pension if the pension plan provides for

- (a) vesting in respect of contributions made prior to January 1, 1988, prior to the member reaching the age of 45 years and having 10 years of employment with the employer or 10 years' membership in the plan;
- (b) vesting in respect of contributions made on or after January 1, 1988, prior to 24 months' membership in the plan; and
- (c) the refund of contributions made prior to a vesting period referred to in clause (a) or (b).

Apportionment of benefits - final average or best average earnings plans

61 For the purposes of Section 47 of the Act, if a pension plan provides a pension benefit based on a rate of remuneration of a plan member as of the date the plan member terminates employment, or based on an average of the rates of remuneration of a plan member over a specified or limited time period up to the date the plan member terminates employment, the portion of the pension benefit attributable to employment after January 1, 1988, is

- (a) the pension benefit; less
- (b) the pension benefit calculated in accordance with the terms of the plan and the member's credited service at December 31, 1987, using the rate of remuneration of the plan member as the date of termination of employment or the average of the rates of remuneration of the plan member over the specified or limited time period, as the case may be.

Reciprocal transfer agreement - 50% rule

62 If there is a reciprocal transfer agreement, subsection 47(3) of the Act does not apply to a person who transfers money or credits from one pension plan to another plan in accordance with the reciprocal agreement.

Offsets from pre-retirement death benefits

- 63** (1) A pension plan may provide for the reduction of an entitlement under Section 56 of the Act (pre-retirement death benefit) by an amount equal to that part of a group life insurance payment payable on the death of the member or former member that can be considered to have been paid by employer premiums.
- (2) The entitlement under Section 56 of the Act shall not be offset by an amount greater than the group life insurance payment multiplied by the ratio of the employer-paid cost of the group life insurance policy to the total cost of the policy for the relevant class of employees, taking into account in both the numerator and the denominator of the ratio any experience or other refunds, with the ratio averaged over a period not exceeding 5 years.
 - (3) If a reduction to an entitlement under Section 56 of the Act is made, the actuarial present value of that reduction must not exceed the amount of the payment under the group life insurance plan.
 - (4) In the case of a pension plan that provides contributory benefits, the reduction referred to in subsection (1) must not reduce an entitlement under Section 56 of the Act to less than the aggregate of the required contributions of the member or former member, with interest in accordance with Section 32.
 - (5) A reduction under this Section must not be made unless the group life insurance contract provides for payment of the insurance payment to the spouse or common-law partner of a member or former member, if there is a spouse or common-law partner at the date of death, or unless the spouse or common-law partner has waived the insurance payment.

Reduction of bridging benefits

- 64** (1) The amount or value of a bridging benefit that a former member is receiving or for receipt of which a member or former member has satisfied all eligibility requirements must not be reduced only by reason of the eligibility or entitlement of the member or former member to receive actuarially reduced payments prior to attaining the age of 65 years under the Canada Pension Plan, the Quebec Pension Plan or the *Old Age Security Act* (Canada).
- (2) If a pension plan provides a bridging benefit without reference to a specific age at which the benefit is to be reduced or to cease, the age is deemed to be attainment of 65 years of age.
 - (3) Subsection (2) does not apply to a pension plan that is amended after December 31, 1987, to establish a specific age prior to the attainment of 65 years or to provide for the occurrence of a specific event for the purpose of determining when a bridging benefit will be reduced or cease to be paid.

Variation of pension benefits

- 65** (1) If a pension plan provides that a pension benefit may be varied as the result of retirement benefits payable under the Canada Pension Plan or the Quebec Pension Plan and the pension plan does not state the specific age at which the variation is to occur, the age is deemed to be attainment of 65 years of age.

- (2) Subsection (1) does not apply to a pension plan that is amended after December 31, 1987, to establish a specific age or to provide for the occurrence of a specific event for variation of the pension benefit prior to the recipient attaining 65 years of age.
- (3) A pension plan that provides a pension benefit that may be varied as a result of a recipient's entitlement to a retirement pension under the Canada Pension Plan or the Quebec Pension Plan prior to attaining the age of 65 years must take into account the adjustment made to the retirement pension under the Canada Pension Plan or the Quebec Pension Plan.

Advisory Committee

- 66** (1) Within 30 days after the registration of a pension plan, the administrator must give written notice to all members of the plan who have the right to vote to the effect that they may form an advisory committee by a majority vote.
- (2) An administrator may give notice under subsection (1) to members of a plan who are represented by a trade union by giving written notice to the trade union.
 - (3) A notice under subsection (1) or (2) must contain a list of the purposes of the advisory committee and of its rights under Section 30A of the Act.
 - (4) The advisory committee of each pension plan shall include at least 3 members of the plan.

Investment regulations

- 67** (1) Despite the provisions of any pension plan or any instrument governing a plan, the assets of a plan must be invested and the investments made in accordance with Schedule 1 and this Section.
- (2) If any provisions of Schedule 1 differ from the corresponding provisions under the laws of a designated province, the Superintendent may, in the case of a plan having members in that designated province, apply in whole or in part those corresponding provisions instead of those provisions of Schedule 1.
 - (3) The administrator or fund holder must maintain a current record clearly identifying each of the plan's investments and the name in which each investment is registered.

Part II - Division of Pension Entitlement

Definitions for Part

68 In this Part,

- (a) "court order" means an order of the Supreme Court of Nova Scotia or an order of a court of competent jurisdiction made outside the Province and enforceable in the Province that provides for a division of a pension or a pension benefit;
- (b) "entitlement date" means, in relation to a spouse or common-law partner, the date on which the spouse or common-law partner became entitled to a division of the member's or former member's pension or pension benefit;
- (c) "limited member" means a person designated as a limited member of a pension plan;
- (d) "net investment returns" means interest, dividends and realized and unrealized capital gains and losses, less related investment expenses normally charged to investment earnings;
- (e) "pensionable service" means the months or parts of months in respect of which a member's or former member's pension benefit accrues, and includes the months or parts of months in respect of which a pension benefit, earned by a member or former member under another pension plan, has been transferred to the pension plan;
- (f) "proportionate share" means,

- (i) for a pension or a defined benefit, a fraction calculated in accordance with this Part, or
 - (ii) for a defined contribution benefit, the share of the benefit of the spouse or common-law partner calculated in accordance with this Part;
- (g) “separate pension” means the proportionate share of a member's or former member's pension that is established in a separate account in favour of a spouse or common-law partner;
- (h) “separation agreement” means an agreement, in writing, made between spouses or common-law partners, including a marriage contract within the meaning of the *Matrimonial Property Act*, that provides for a division of a pension or a pension benefit; and
- (i) “spouse or common-law partner”, for purposes of this Part, includes a former spouse or former common-law partner of a member or former member.

Application of Part

- 69** (1) Subject to subsection (2), if a spouse or common-law partner is entitled to an interest in a pension or pension benefit,
- (a) the share of the spouse or common-law partner of the pension or pension benefit; and
 - (b) the manner in which the entitlement of the spouse or common-law partner in the pension or pension benefit is to be satisfied,
- must be determined in accordance with this Part.
- (2) This Part, unless provided otherwise, applies only if a spouse or common-law partner
- (a) was entitled to an interest in a pension or pension benefit before June 4, 2001, and on June 4, 2001, there is no allocation of the pension or pension benefit by court order or separation agreement; or
 - (b) becomes entitled to an interest in a pension or pension benefit after June 4, 2001.
- (3) This Part applies to an insurance contract that provides for a deferred or immediate life annuity as a result of the transfer of the commuted value of a pension benefit or a purchase from a LIRA or LIF referred to in Sections 22 and 23.

Division determined by court order or separation agreement

- 70** (1) Subject to subsection 61(2) of the Act, a spouse or common-law partner's share of a pension or pension benefit must be determined by a court order or by a separation agreement.
- (2) The entitlement date with respect to a spouse or common-law partner must be specified in the court order or separation agreement referred to in subsection (1).
- (3) A pension or pension benefit must not be divided under this Part except in accordance with the terms of a court order or a separation agreement referred to in subsection (1).
- (4) Nothing in this Part precludes a division of assets pursuant to Section 13 of the *Matrimonial Property Act* in settlement of the value of any pension or other benefit under a pension plan if, by reason of the termination of a relationship, the chance of acquiring it would be lost, and if there is an unequal division upon those grounds, this Part shall not apply.

Information from pension plan

- 71** (1) A spouse or common-law partner who claims an interest in a pension or pension benefit and who submits to the administrator a request for information in Form 5: Request by Spouse or Common-Law Partner for Information Respecting Member's or Former Member's Pension or Pension Benefit, is entitled to receive from the administrator any information necessary to value the member's or former member's pension or pension benefit.

- (2) The administrator must provide the information requested pursuant to subsection (1) within 60 days after receipt of Form 5.
- (3) Upon receipt of a Form 5, the administrator must send a notice in Form 8: Notice of Receipt to the member or former member whose spouse or common-law partner submitted the Form 5.
- (4) Once the information has been provided in accordance with subsection (2), the administrator is required to provide updates to that information only once in each calendar year upon request from the spouse or common-law partner who submitted the Form 5.

Limited members

- 72 (1) If a pension or pension benefit is to be divided, a spouse or common-law partner may be designated a limited member of the pension plan by submitting to the administrator a request in Form 6: Request for Designation as Limited Member of Pension Plan, and a copy of the court order or separation agreement that determines the division.
- (2) A limited member has
 - (a) the right to receive payment of a separate pension or a proportionate share of a pension, as the case may be;
 - (b) except as modified by this Part, all of the rights of a member or former member under the Act;
 - (c) the additional rights that are set out in this Part.
 - (3) If the commuted value of the proportionate share of the pension benefit is transferred out of the pension plan to the credit of a spouse or a common-law partner pursuant to Section 74, the spouse or common-law partner ceases to be a limited member of the pension plan.
 - (4) Upon receipt of a Form 6, the administrator must send a notice in Form 8: Notice of Receipt to the member or former member whose spouse or common-law partner submitted the Form 6.

Information to be provided to a limited member

- 73 (1) An administrator must provide the following information to a limited member:
- (a) any information or notice available to members or former members of the pension plan;
 - (b) to the extent that it is not provided under clause (a), information on options available to and elections that may be made by a limited member with respect to the limited member's proportionate share of the pension or pension benefit when they become available.
- (2) In addition to the information provided under subsection (1), a limited member entitled to a defined contribution benefit must receive an annual statement required under Section 33 of the Act.
 - (3) If a limited member is in receipt of a separate pension under the Act, the limited member is entitled to all of the information that the administrator provides to former members of the pension plan who are in receipt of a pension payable from the pension fund.

Transfer from pension plan to locked-in retirement plan

- 74 (1) A transfer of a proportionate share of a pension benefit out of a pension plan to the credit of a spouse or common-law partner must be made in accordance with Section 50 of the Act.
- (2) If a defined contribution benefit has been divided under a court order or separation agreement, whether on, before or after June 4, 2001, a spouse or common-law partner who submits to the administrator a copy of the order or agreement and a request in Form 7: Request for Transfer of a Defined Contribution Benefit or a Defined Benefit, is entitled to transfer the spouse's or common-law partner's proportionate share of the defined contribution benefit from the pension plan.

- (3) Upon receipt of a Form 7, the administrator must send a notice in Form 8: Notice of Receipt to the member whose spouse or common-law partner submitted the Form 7.
- (4) If a defined benefit has been divided, a limited member who submits to the administrator a request in Form 7: Request for Transfer of a Defined Contribution Benefit or a Defined Benefit is entitled to receive a proportionate share of the commuted value of the pension benefit transferred from the pension plan to the credit of the limited member when the member or former member
 - (a) retires; or
 - (b) terminates membership in the pension plan.
- (5) Subsection (4) does not apply to a limited member unless the plan provides an entitlement as described in subsection (4) to the member or former member.

Limited member's separate pension resulting from division of a defined benefit

75 A separate pension in favour of a spouse or common-law partner as a limited member, resulting from division of a defined benefit, must

- (a) be equal to a proportionate share of the pension that the member or former member would have received had there been no division under the Act and the member or former member elected a pension in the normal form provided under the pension plan for the member or former member;
- (b) be converted into
 - (i) a single life pension, or
 - (ii) another form or combination of forms of pension that members of the pension plan may elect, such that the commuted value of the separate pension is not less than the commuted value of the limited member's proportionate share of the member's pension in the normal form provided to the member or former member;
- (c) be actuarially adjusted, taking into account any difference between the age of the limited member and the member or former member; and
- (d) commence at the member's or former member's retirement date.

Benefit split of a pension

76 (1) If a pension is to be divided, a limited member is entitled to receive a proportionate share of the pension paid until

- (a) the death of the limited member; or
- (b) cessation of the pension,

whichever occurs first.

- (2) If a proportionate share of a pension is paid to a limited member, separate source deductions must be made with respect to deductions required under the *Income Tax Act* (Canada) for the limited member's share and the former member's share of the pension.

Death of a member or limited member entitled to a defined benefit

77 (1) If a member or former member dies before the limited member receives a share of the defined benefit under subsection 74(4), the limited member is entitled to receive a proportionate share of the pre-retirement death benefit.

- (2) If a member or former member dies after the limited member transfers from the pension plan a proportionate share of the defined benefit under subsection 74(4), no pre-retirement death benefit is payable to the limited member unless the member or former member has designated the limited member as a beneficiary.

- (3) If a limited member dies before the member or former member and before transferring from the pension plan a proportionate share of the defined benefit under subsection 74(4), the pension plan must pay to the beneficiary or the estate of the limited member the death benefit payable in respect of the limited member's proportionate share of the defined benefit as if the member or former member had died.

Variation of payment to disabled person and payment of the commuted value if benefit is small

78 If a limited member is entitled to a separate pension or a proportionate share of a pension benefit, a pension plan may provide for payment to the limited member of the commuted value of the separate pension or of the proportionate share of the pension benefit, as the case may be, in the same manner that a pension plan may provide for payment to a member or former member under Section 57 or subsection 58(1) of the Act.

Calculation of proportionate share of a defined contribution benefit

79 (1) This Section applies in respect of a division of a defined contribution benefit.

- (2) The proportionate share of a defined contribution benefit must be calculated in accordance with the following formula:

$$\text{proportionate share} = (A/B) \times C \times P$$

where

A = the pensionable service accruing from the date of marriage or the beginning of common-law partnership or the date on which the member entered the pension plan, whichever is later, to the entitlement date;

B = the total pensionable service accumulated by the member to the date on which the share of the spouse or common-law partner is transferred from the pension plan pursuant to subsection 74(2) or established in a separate account in the pension plan for the spouse or common-law partner as a limited member;

C = the total of

- (a) the contributions to the pension plan to the credit of the member or former member, and
- (b) the net investment returns allocated, or that are to be allocated, in respect of those contributions to the date on which the share of the spouse or common-law partner is transferred from the pension plan pursuant to subsection 74(2) or established in a separate account in the pension plan for the spouse or common-law partner as a limited member;

P = the percentage of the pension benefit to be credited to the spouse or common-law partner under a court order or separation agreement.

- (3) If a member or former member is not entitled to a deferred pension benefit pursuant to Sections 42 and 43 of the Act on the entitlement date, the proportionate share of the member's or former member's contributions and net investment returns must be paid from the pension plan to the member's or former member's spouse or common-law partner.
- (4) A limited member's eligibility for retirement shall be based on the limited member's age.

Calculation of proportionate share of a pension, defined benefit or pre-retirement death benefit

80 (1) This Section applies in respect of a pension, defined benefit or pre-retirement death benefit.

- (2) The proportionate share of a pension, defined benefit or pre-retirement death benefit must be calculated in accordance with the following formula:

$$\text{proportionate share} = P \times (A/B)$$

where, subject to subsection (3),

A = the pensionable service accumulated by the member or former member from the date of marriage or the beginning of common-law partnership to the entitlement date for the spouse or common-law partner, excluding any pensionable service for that period purchased by and credited to the member or former member after that entitlement date;

B = the total pensionable service accumulated by the member or former member to the earlier of the date on which the member or former member retires and the date on which he or she terminates membership in the pension plan;

P = the percentage of the pension or pension benefit to be credited to the spouse or common-law partner under a court order or separation agreement.

- (3) If the determination of a proportionate share of a pre-retirement death benefit is required on the death of member or former member, the proportionate share must be calculated in accordance with the formula set out in subsection (2), except that:

B = the total pensionable service accumulated by the member or former member to the date of the member's or former member's death.

Adjustment of a member's or former member's defined benefit

- 81 (1) A defined benefit of a member or former member that is subject to a division must be adjusted in accordance with this Section.
- (2) A defined benefit of a member or former member must be adjusted in accordance with subsection (3) if a spouse or common-law partner or the estate of a spouse or common-law partner receives
- (a) a separate pension;
 - (b) a transfer of a proportionate share of the commuted value of a defined benefit pursuant to subsection 74(4); or
 - (c) a death benefit paid in respect of the limited member's proportionate share of the defined benefit pursuant to subsection 77(3).
- (3) An adjustment under subsection (2) must be on a neutral basis to the pension plan and the member or former member and must be made by deducting from the defined benefit the limited member's proportionate share of the defined benefit.

Administrator must give notice to spouse or common-law partner if member's interest may be affected

- 82 If a spouse or common-law partner has submitted a request for information in Form 5 pursuant to subsection 71(1), an administrator must provide 30 days advance notice to the spouse or common-law partner of any transaction relating to the applicable member's or former member's interest in the pension or pension benefit by reason of
- (a) the death of the member or former member;
 - (b) the retirement of the member or former member; or
 - (c) a direction given to the administrator by the member or former member.

Administrative fees

- 83 (1) A spouse or common-law partner and member or former member must pay to the administrator an amount to offset administrative fees incurred by the pension plan in satisfying the entitlement of the spouse or common-law partner.
- (2) The amount to be paid to an administrator by a spouse or common-law partner and member or former member must not exceed whichever of the following is applicable:

- (a) \$500 for division of a defined benefit;
- (b) \$250 for division of a defined contribution benefit;
- (c) \$650 for division of a defined contribution benefit and a defined benefit provided under one pension plan.

Schedule I - Investments

- (1) Every pension plan must provide that the moneys of the pension fund are to be invested in accordance with Schedule III and invested
 - (a) in a name that clearly indicates that the investment is held in trust for the pension plan and, if the investment is capable of being registered, registered in that name;
 - (b) in the name of a financial institution or its nominee, in accordance with a custodial agreement or trust agreement, entered into on behalf of the pension plan with the financial institution, that clearly indicates that the investment is held for the pension plan; or
 - (c) in the name of The Canadian Depository for Securities Limited or its nominee, in accordance with a custodial agreement or trust agreement, entered into on behalf of the pension plan with a financial institution, that clearly indicates that the investment is held for the pension plan.
- (2) For the purposes of subsection (1), “custodial agreement” means an agreement providing that
 - (a) an investment made or held on behalf of a pension plan pursuant to the agreement
 - (i) constitutes part of the pension plan’s pension fund, and
 - (ii) will not at any time constitute an asset of the custodian or nominee; and
 - (b) records will be maintained by the custodian that are sufficient to allow the ownership of any investment to be traced to the pension plan at any time.
- (3) The administrator of a pension plan must, before the later of July 1, 1996, and the day on which the pension plan is registered, establish, on behalf of the pension plan, a written statement of investment policies and procedures in respect of the pension plan’s portfolio of investments and loans, having regard to all factors that may affect the funding and solvency of the pension plan and the ability of the pension plan to meet its financial obligations, including all of the following:
 - (a) categories of investments and loans, including derivatives, options and futures;
 - (b) diversification of the investment portfolio;
 - (c) asset mix and rate of return expectations;
 - (d) liquidity of investments;
 - (e) the lending of cash or securities;
 - (f) the retention or delegation of voting rights acquired through investments;
 - (g) the method of, and the basis for, the valuation of investments that are not regularly traded at a public exchange; and
 - (h) related party transactions permitted under Section 17 of Schedule III and the criteria to be used to establish whether a transaction is nominal or immaterial to the pension plan, having regard to all factors that may affect the funding and solvency of the plan and the ability of the plan to meet its financial obligation.

- (4) The statement of investment policies and procedures referred to in subsection (3) must include a description of the factors referred to in that subsection and the relationship of those factors to those policies and procedures.
- (5) The administrator of a plan must submit the statement of investment policies and procedures referred to in subsection (3)
- (a) to any pension committee that has been established, within 60 days after the later of
- (i) the day on which the statement is established, and
- (ii) the day on which the pension committee is established; and
- (b) if a plan is a defined benefit plan, to the actuary to the plan on or before the day that is the later of
- (i) 60 days after the day on which the statement is established, and
- (ii) the day on which the actuary is appointed.
- (6) Investments made on or before January 1, 1996, that are not in compliance with this Schedule, Schedule III and the investment policy of the pension plan
- (a) may be retained until the earlier of the fixed maturity date and January 1, 1999, if they are investments with a fixed maturity date; or
- (b) must be in compliance by no later than January 1, 1999, if they are not investments with a fixed maturity date.
- (7) Every investment made after January 1, 1996, must comply with this Schedule, Schedule III and the investment policy of the pension plan.
- (8) The administrator of a pension plan must review and confirm or amend the statement of investment policies referred to in subsection (3) at least once in each pension plan fiscal year.
- (9) A copy of each amendment to the statement of investment policies and procedures must be submitted, within 60 days after the statement is amended,
- (a) to any pension committee that has been established; and
- (b) if the plan is a defined benefit plan, to the actuary of the plan.

Schedule II

For Office Use Only
FILE NO.
APPROVED

Department of Environment and Labour
Pension Regulation Division
P.O. Box 2531, Halifax, N.S. B3J 3N5
(902) 424-8915

Form 1 - Application for Registration of Pension Plan (subsection 15(2) of the *Pension Benefits Act*)

**Please Read the Guide for Application for Registration
Before Completing this Application**

1. Name and address of employer or association (see Guide)

- (a) Name _____

- (b) Address of head office _____

(c) Mailing address in Canada if other than in (b) _____

(d) Telephone number _____

2. Names and addresses of other employers of employees covered by this plan (see Guide)

(a) Employers associated through ownership _____

(b) Employers associated through nature of business (attach list)

3. Nature of business (see Guide)

(a) "Included Employment"
Indicate the main activity or activities of your business _____

(b) Other than "Included Employment"
Indicate the main activity or activities of your business _____

(c) Indicate the percentage of members employed in "Included Employment" _____

4. Type of organization

- Municipal government
- Municipal enterprise
- Provincial government
- Provincial enterprise
- Federal government
- Federal enterprise
- Incorporated company
(other than a crown corporation)
- Unincorporated
- Other (describe) business
(sole proprietor or partnership)
- Trade or employee association
- Co-operative
- Religious, charitable or other
non-profit organization

5. Identification

(a) Official name or title of plan _____
Policy or trust number, if any _____

(b) Name and address of administrator (see Guide) _____

(c) Names and address of _____

(i) Corporate trustee, if any _____

(ii) Individual trustees, if any _____

(d) Name and address of insurance company, if any _____

(e) Name and address of consultant, if any _____

6. Plan details

- (a) Effective date of plan _____
DAY MONTH YEAR
- (b) Plan year ends on _____
DAY MONTH
- (c) Was the plan constituted by virtue of a collective agreement or a decree?
 YES NO
 If "YES", please send copy of the collective agreement or decree.

7. Information to members

Has each member received a copy of the pension plan or a written explanation of the terms and conditions of the plan and of the member's rights and duties thereunder?
 YES NO

8. Plan membership

Number of plan members on payroll as of the date of this application:

AREA OF EMPLOYMENT	PLAN MEMBERS ON PAYROLL	
(1)	MALE (2)	FEMALE (3)
Newfoundland & Labrador	_____	_____
Prince Edward Island	_____	_____
Nova Scotia	_____	_____
New Brunswick	_____	_____
Quebec	_____	_____
Ontario	_____	_____
Manitoba	_____	_____
Saskatchewan	_____	_____
Alberta	_____	_____
British Columbia	_____	_____
Yukon Territory	_____	_____
Northwest Territories	_____	_____
Nunavut	_____	_____
Outside Canada	_____	_____
TOTAL	_____	_____

9. Documents attached

Please check off the items included with this application form:

- Certified copy of pension plan text, and amendments (if any)
- Certified copy of trust deed(s)
- Certified copy of insurance contract(s)
- Certified copy of by-law(s)
- Cost certificate
- Actuarial report
- List of investments
- Employees' booklet
- Certified copy of the collective agreement or decree (see item 6(c))
- Financial statement
- Fee

I hereby make application for registration of the pension plan identified in this form under the *Pension Benefits Act* and any other pension benefits legislation to which this pension plan is subject.

I certify that the information given in all forms and documents relating to this application is true and correct to the best of my knowledge and belief.

SIGNATURE

NAME IN BLOCK LETTERS

TITLE OR POSITION
DATE

COMPANY OR ASSOCIATION

For Official Use Only	
REMITTANCE: \$ _____	DATE: _____
CHEQUE NO: _____	CHECKED BY: _____

Department of Environment and Labour
Pension Regulation Division
P.O. Box 2531, Halifax, N.S. B3J 3N5
(902) 424-8915

For Office Use Only
FILE NO.
APPROVED

Form 2 - Annual Information Return
(subsection 27(1) of the *Pension Benefits Act*)

Please Read the Instructions for Annual Information Return Before Completing the Return

1. **Registration number** _____
2. **Name and address of employer or association (see Instructions)**
 - (a) Name _____
 - (b) Address _____
City _____ Postal code _____
 - (c) Mailing address in Canada if other than (b) _____
City _____ Postal code _____
 - (d) Telephone number _____
3. **Plan name** _____
Policy or trust number, if any _____
4. **Location of books and records, same as 2(b) above, or:**
Address _____ City _____ Postal code _____
5. **End of plan year under review (see Instructions)**
 - (a) Day: _____ Month: _____ Year: _____
 - (b) Number of months in the above plan year: _____ 12 months OTHER: _____
6. **How many employers participated in the plan at the end of the pension plan year?**

7. **Describe below any additions or deletions made to the list of participating employers since completion of the last Annual Information Return filed with the Superintendent:**

- 8. (a) Were any amendments made to this pension plan during the plan year under review?
 YES NO
- (b) If "YES", have the amendments been submitted to the Department?
 YES NO
- (c) Have all eligible employees, members and affected former members been informed of plan amendments?
 YES NO
- (d) If "NO", please explain _____

9. **Did a cessation of contributions or of benefit accrual occur during the pension plan year?**
 YES NO

If yes, what is:

- the effective date of cessation _____
- the date of final distribution of funds _____

Reason for cessation

- replaced by Registered Retirement Savings Plan
- merged with or replaced by another registered pension plan
 (registration number _____)
- company dissolved
- no members left
- financial considerations
- other reason (please describe) _____

10. **Active membership (includes members on lay-off, suspension, disability or leave of absence - see instructions)**

- (a) Number of active members at plan's previous year end: _____
- (b) Add - NEW ENTRANTS, i.e. employees joining the plan during the plan year _____
- (c) Subtotal (a + b) _____

Subtract - EXITS, i.e. employees who cease to be active members during the plan year, for the following reasons:

- (d) retirement: _____
- (e) death _____
- (f) termination of membership in the plan _____
- (g) total exits (d + e + f) _____

Total number of active members at the plan's year end (c-g): _____

11. **Plan membership**

Number of plan members on payroll as of the plan year end under review:

AREA OF EMPLOYMENT	PLAN MEMBERS ON PAYROLL	
	MALE (2)	FEMALE (3)
(1) Newfoundland & Labrador	_____	_____
Prince Edward Island	_____	_____
Nova Scotia	_____	_____
New Brunswick	_____	_____
Quebec	_____	_____
Ontario	_____	_____
Manitoba	_____	_____

Saskatchewan	_____	_____
Alberta	_____	_____
British Columbia	_____	_____
Yukon Territory	_____	_____
Northwest Territories	_____	_____
Nunavut	_____	_____
Outside Canada	_____	_____
TOTAL	_____	_____

Number on lay-off _____, suspension _____, disability _____, leave of absence _____.

ACTUAL CONTRIBUTIONS REMITTED

12. Member contributions

Required _____
 Voluntary _____

Total member contributions _____

Employer contributions

Special payments for unfunded liability and solvency deficiency _____
 Actual current service contributions _____
 Contributions paid from surplus of termination credits used _____

Total employer contributions _____

Remarks _____

13. Financial data applicable to the plan year

Amount transferred in from other plans _____
 Net investment earnings (losses) _____
 Payment of benefits _____
 Transfers of benefits to other plans _____
 Market value of plan assets at beginning of the plan year _____
 Market value of plan assets at plan year end _____

DEFINED BENEFIT PLANS ONLY

14. Have adjustments been made to pensions in pay during the plan year under review?

- 1. No
- 2. Yes - in accordance with a requirement of the plan for regular adjustment of benefits.
- 3. Yes - pursuant to a collective agreement.
- 4. Yes - voluntarily by the employer.
- 5. Yes - other (describe) _____

15. Filing fee remitted \$ _____

Certificate

I, _____, hereby certify that I am the administrator* of the pension plan known as _____

I further certify that, to the best of my knowledge and belief,

1. The information entered on this return is true, complete and correct.
2. The pension plan has been administered in accordance with the terms of applicable pension benefits legislation.
3. The contributions paid to the plan or fund are at least equal to those required by the applicable pension benefits legislation.
4. The administrator has established a written statement of investment policies and procedures in accordance with Schedule I of the *Pension Benefits Regulations*.
5. The statement of investment policies and procedures complies with Schedule I and Schedule III of the *Pension Benefits Regulations*.
6. The administrator has reviewed the statement of investment policies and procedures during the plan year under review.
7. During the plan year under review, the assets of the pension plan were invested in accordance with Schedule I and Schedule III.

SIGNATURE	NAME IN BLOCK LETTERS
TITLE OR POSITION	COMPANY OR ASSOCIATION
DATE	

If your mailing address is different from the employer's address in Section 2 of this return, please provide it below: _____

* If the administrator is a corporation, board, or committee, the certificate must be completed by an authorized officer of the administrator.

For Official Use Only

REMITTANCE: \$ _____	DATED: _____
CHEQUE NO: _____	CHECKED BY: _____

Canada Customs and Revenue Agency Schedule

1. How many active members at plan year-end were persons connected with the employer? _____

Specified multi-employer plan, no further questions.

Other multi-employer plans, go to Question 5.

2. Did any member of this plan participate:
 in any other RPP or DPSP provided by this sponsor? YES NO; or
 in an RPP or DPSP of any other sponsor who does not deal at arm's length with this sponsor?
 YES NO
3. Have any connected persons joined or left the plan in the plan year? YES NO
4. In the plan year, has a person or group acquired control of the corporation that is sponsoring the pension plan? YES NO N/A

Money purchase plans, no further questions. Other plans continue with Question 5.

- 5. Were any plan members provided with post-1989 past-service benefits in the plan year? YES NO
- 6. Have any plan members who are connected persons been provided with pre-1992 past-service benefits in the plan year? YES NO

Department of Environment and Labour
Pension Regulation Division

Form 3 - Application to Transfer Commuted Value of Deferred Pension
(Section 50 of the *Pension Benefits Act*)

I, _____, am a member/surviving spouse or common-law partner of a member _____ (give name of member) of the registered pension plan known as _____ and hereby apply to:

- | | |
|---|-----------|
| | Check one |
| 1. transfer the commuted value of my deferred pension to a LIRA as prescribed under Section 22 of the <i>Pension Benefits Regulations</i> | _____ |
| 2. transfer the commuted value of my deferred pension to a LIF as prescribed under Section 23 of the <i>Pension Benefits Regulations</i> | _____ |
| 3. use my pension benefit to purchase an immediate life annuity as prescribed under Section 24 of the <i>Pension Benefits Regulations</i> | _____ |
| 4. use my pension benefit to purchase a deferred life annuity as prescribed under Section 24 of the <i>Pension Benefits Regulations</i> | _____ |
| 5. transfer my pension benefit to a pension plan of which I am currently a member, which is known as _____ | _____ |

My address is: _____

Signed at _____ in the Province of _____ on _____, 2002.

Signature of member
(surviving spouse or common-law partner of member)

Signature of witness

Name of member
(surviving spouse or common-law partner of member)

Name of witness

Application having been received for:

- | | |
|--|-----------|
| | Check one |
| 1. a LIRA as prescribed under Section 22 of the <i>Pension Benefits Regulations</i> | _____ |
| 2. a LIF as prescribed under Section 23 of the <i>Pension Benefits Regulations</i> | _____ |
| 3. an immediate life annuity as prescribed under Section 24 of the <i>Pension Benefits Regulations</i> | _____ |
| 4. a deferred life annuity as prescribed under Section 24 of the <i>Pension Benefits Regulations</i> | _____ |
| 5. transfer to a registered pension plan | _____ |

The funds will only be transferred to a LIRA or LIF or used to purchase an immediate life annuity or a deferred life annuity that meets the requirements of the *Pension Benefits Regulations* and will be administered in accordance with the *Pension Benefits Act*.

The funds were determined on a basis that did () or did not () differentiate on the basis of sex.

The earliest date on which the former member is entitled to receive pension benefits is _____.

Signed at _____ in the Province of _____ on _____, 2002.

Signature of administrator/transferor

Signature of administrator/transferee

Name of administrator/transferor

Name of administrator/transferee

Name of institution transferring funds

Name of institution accepting funds

Department of Environment and Labour
Pension Regulation Division

Form 4 - Waiver of Joint and Survivor Pension
(Section 54 of the *Pension Benefits Act*)

I, _____, am the spouse or common-law partner, within the meaning of the *Pension Benefits Act*, of _____ who is entitled to a pension benefit under the _____
NAME OF MEMBER/FORMER MEMBER NAME OF PLAN

I am aware that, in the absence of a waiver, a pension payable to a former member who has a spouse or common-law partner on the date that the payment of the first installment of the pension is due must be paid as a joint and survivor pension as required by Section 52 of the *Pension Benefits Act*.

I understand that I may waive my right to receive a survivor pension, equal to at least 60% of my spouse's or common-law partner's pension benefit, should my spouse or common-law partner predecease me. The waiver of my right will enable my spouse or common-law partner to elect an alternative form of pension that may not provide a survivor pension to me or may provide a survivor pension that is less than the 60% minimum, subject to the provisions of the pension plan.

I hereby waive my right to a joint and survivor pension, which would otherwise be required by Section 52 of the Act. The signature of my spouse or common-law partner, below, serves as an acknowledgment that he or she agrees to such a waiver.

I understand that I may revoke this waiver at any time prior to the date of the commencement of payment of the pension benefit.

Dated at _____ in the Province of _____ on _____, 2002.

SIGNATURE OF SPOUSE OR COMMON-LAW PARTNER

WITNESS TO SIGNATURE OF SPOUSE OR COMMON-LAW PARTNER

SIGNATURE OF MEMBER OR FORMER MEMBER

WITNESS TO SIGNATURE OF MEMBER OR FORMER MEMBER

Prior to completing this form, each party should consider obtaining independent advice concerning their individual rights and the effect of this waiver.

N.B. This waiver is not effective unless it is delivered to the administrator or the insurance company, as appropriate, within the 12-month period immediately preceding the commencement of payment of the pension benefit as required by subsection 54(2) of the *Pension Benefits Act*.

Form 5

Request by Spouse or Common-Law Partner for Information Respecting Member's or Former Member's Pension or Pension Benefit (Section 71 of the Pension Benefits Regulations)

[Please print]

To: Administrator of pension plan

Name of plan
Address of plan

From: Spouse or common-law partner of member or former member [Note: "spouse or common-law partner" includes a former spouse or former common-law partner]

Name
Address
Telephone (home) (work)
Social Insurance Number

In relation to: Plan member or former member

Name of member or former member
Address
Telephone (home) (work)
Social Insurance or Pension Plan Identity Number
Employer

Declaration of spouse or common-law partner claiming interest

I, (name of spouse or common-law partner) declare that

- (a) the date of marriage or commencement of common-law relationship is ;
(b) the date I was separated from the member or former member is ; and
(c) I am claiming an interest in the member's or former member's pension or pension benefit based on Section 61 of the Pension Benefits Act.

Signed (spouse or common-law partner)
Date of declaration
Signed (witness to signature of spouse or common-law partner)
Name of witness
Address of witness

Form 6

Request for Designation as Limited Member of Pension Plan
(Section 72 of the Pension Benefits Regulations)

(Note: This form is for use in relation to a pension or a pension benefit)

[Please print]

To: Administrator of pension plan

Name of plan
Name and address of Administrator

From: Spouse or common-law partner of member or former member

[Note: "spouse or common-law partner" includes a former spouse or former common-law partner]

Name
Address
Telephone (home) (work)
Social Insurance Number
Date of birth

In relation to: Plan member or former member

Name of member or former member
Address
Telephone (home) (work)
Social Insurance or Pension Plan Identity Number
Employer

Other required information:

Date of marriage or commencement of common-law relationship
Entitlement date of spouse or common-law partner
[Note: this is the date specified in the court order or separation agreement on which the spouse or common-law partner became entitled to an interest in the member's pension.]
A copy of the court order or separation agreement on which the entitlement date is based
[Note: attach or enclose with this Form]

Request

I request that I be designated as a limited member of your pension plan.

Signed (spouse or common-law partner) Date
Signed (witness to signature of spouse or common-law partner)
Name of witness
Address of witness

Form 7

Request for Transfer of a Defined Contribution Benefit or a Defined Benefit
(Section 74 of the Pension Benefits Regulations)

[Note: The limited member entitled to a defined benefit does not have transfer rights unless the member or former member is so entitled.]

[Please print]

To: Administrator of pension plan

Name of plan
Address of plan

From: Spouse or common-law partner of member or former member

[Note: "spouse or common-law partner" includes a former spouse or former common-law partner]

Name
Address
Telephone (home) (work)
Social Insurance Number
Date of Birth

In relation to: Plan member or former member

Name of member or former member
Address
Telephone (home) (work)
Social Insurance or Pension Plan Identity Number
Employer

Other required information:

Date of marriage or commencement of common-law relationship

Entitlement date of spouse or common-law partner

[Note: this is the date specified in the court order or separation agreement on which the spouse or common-law partner became entitled to an interest in the member's or former member's pension.]

A copy of the court order or separation agreement on which the entitlement date is based

[Note: attach or enclose with this Form]

Request

I request that you

- (a) transfer my share of the member's or former member's pension benefit by a transfer that is permitted under Section 50 of the Pension Benefits Act; and

(b) advise me in writing of the information that you require in order to do this.

Signed (spouse or common-law partner) Date

Signed (witness to signature of spouse or common-law partner)

Name of witness

Address of witness

Form 8

Notice of Receipt

(Sections 71, 72 and 74 of the Pension Benefits Regulations)

[Please print]

To: Plan member or former member

Name of member or former member

Address

.....

Social Insurance or Pension Plan Identity Number

Employer

From: Pension Plan

Name of pension plan

Address of plan administrator

.....

Contact person

Telephone

Receipt of Notice

We have received the following notice under the Pension Benefits Act and regulations in relation to your membership in our pension plan (check one):

Form 5: Request by Spouse or Common-Law Partner for Information on Member's or Former Member's Pension or Pension Benefit

Form 6: Request for Designation as Limited Member of Pension Plan

Form 7: Request for Transfer of a Defined Contribution Benefit or a Defined Benefit

From [name as shown on notice]

Dated [date of notice]

Department of Environment and Labour
Pension Regulation Division

Form 9

Application to a Financial Institution for Payment of Temporary Income from a LIF
(Schedule IV to the *Pension Benefits Regulations*, the Nova Scotia LIF Addendum)

I declare:

- (1) that I was at least 54 years of age but less than 65 years of age at the end of last year (date of birth: _____)
- (2) that the total amount of temporary income that I will receive during the current year under the following plans or contracts:
 - (a) a pension plan subject to an Act of the Province of Nova Scotia or any other legislative authority;
 - (b) a life annuity arising from (a)
 is \$ _____ ; and
- (3) that the temporary income that I will receive from my other LIFs during the current year, excluding the one for which I am making this declaration, is \$ _____ .

Date: _____

Signature: _____

Department of Environment and Labour
Pension Regulation Division

Form 10

Application to a Financial Institution to Withdraw Money From a LIRA or LIF at age 65
(subsection 27(2) of the *Pension Benefits Regulations*)

Use this Application if you want to apply to a financial institution to withdraw money from your Nova Scotia LIRA or LIF. Complete this application **only** if you are applying to withdraw all the money from your LIRA or LIF because you are at least 65 years old and the total value of all assets held in every LIRA, LIF or pension plan providing defined contribution benefits is less than 40% of the years maximum pensionable earnings in the current calendar year under the Canada Pension Plan.

When you have completed the application, give it and any other required document to the financial institution that administers your LIRA or LIF.

1 Provide the following information about yourself:

Last name	First name	Middle initial(s)	Date of birth (year/month/day)
Mailing address	Street number and name Suite no.		
City	Province	Postal code	
(Area code) Telephone number (ext).		(Area code) Fax number	

2 What is the policy number or account number of your LIRA or LIF from which you wish to withdraw money? Check your LIRA or LIF contract, or the statements you have received from your financial institution. If necessary, ask your financial institution.

Policy number or account number of your LIRA or LIF

3 What is the total value of all assets held in every LIRA, LIF and defined contribution benefit in a pension plan, including the one you are applying to withdraw money from?

The total value of all assets held in every LIRA, LIF, and pension plan providing defined contribution benefits you own must be based on the most recent statement given to you by the financial institution that administers each LIRA and LIF and the administrator of your pension plan. The statement **must not** be dated more than 12 months before the date you sign this application.

Name of the Financial Institution that Administers the LIRA or LIF, or Pension Plan Administrator	Policy No. or Account No. of the LIRA, LIF or Pension Plan	Date of the Most Recent Statement for the LIRA, LIF or Pension Plan	Value of All Assets held in the LIRA, LIF or Pension Plan
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Please use additional pages if necessary			Total \$

Date: _____

Signature: _____

Department of Environment and Labour
Pension Regulation Division

Form 11

Application to a Financial Institution to Withdraw Money From a LIRA or LIF because of considerably shortened life expectancy
(subsection 28(2) of the *Pension Benefits Regulations*)

Use this Application if you want to apply to a financial institution to withdraw money from your Nova Scotia LIRA or LIF because you have a mental or physical disability that is likely to considerably shorten your life expectancy.

When you have completed the application, give it and any other required document to the financial institution that administers your LIRA or LIF.

1 Provide the following information about yourself:

Last name	First name	Middle initial(s)	Date of birth (year/month/day)

Mailing address	Street number and name Suite no.				
City	Province	Postal code			
(Area code) Telephone number (ext).			(Area code) Fax number		

- 2 What is the policy number or account number of your LIRA or LIF from which you wish to withdraw money?** Check your LIRA or LIF contract, or the statements you have received from your financial institution. If necessary, ask your financial institution.

Policy number or account number of your LIRA or LIF

- 3 How much money do you want to withdraw from your LIRA or LIF?** Check only one box:

- All of the money in your LIRA or LIF.**
 The amount of \$ _____, which is equal to or less than all of the money in your LIRA or LIF.

Fill in how much money you want to withdraw.

Note: To qualify for this type of withdrawal, **your application must include** a statement signed by a physician licensed to practice medicine in a jurisdiction in Canada. It must state that, in the physician's opinion, you have a mental or physical disability that is likely to shorten considerably your life expectancy.

Applicant

Date: _____ Signature: _____

Statement of a Physician for a Withdrawal Based on Shortened Life Expectancy

If the owner of the LIRA or LIF is applying to withdraw money from the LIRA or LIF because the owner has a mental or physical disability that is likely to shorten considerably the owner's life expectancy, the owner's application must include a statement signed by a physician licensed to practice medicine in a jurisdiction in Canada. It must state that, in the physician's opinion, the owner has such a mental or physical disability. This requirement will be satisfied if a physician completes the Physician's Statement set out below.

The owner of the LIRA or LIF cannot complete the Physician's Statement.

If you are a physician licensed to practice medicine in a jurisdiction in Canada, you may complete the Physician's Statement below in order to provide your opinion for the purposes of the owner's application. If you wish to complete the Physician's Statement below, please fill in the owner's name at the top of the Statement and read the Statement. If you are satisfied that the Statement correctly describes the owner's situation, then please sign, date and fill in the information at the bottom of the Statement.

You, the physician, are not required to complete the Physician's Statement below in order to provide your opinion for the purposes of the owner's application. You may provide your opinion in another written and signed format (such as a letter) if you prefer, as long as you state that you are a physician licensed to practice medicine in a jurisdiction in Canada and that in your opinion, the owner has a mental or physical disability that is likely to shorten considerably his or her life expectancy.

Physician's Statement

I am a physician licensed to practice medicine in a jurisdiction in Canada. In my opinion, <p style="text-align: center;">_____</p> (print the name of the applicant identified in this application) has a mental or physical disability that is likely to shorten considerably his or her life expectancy.					
Physician's name (print)		Physician's signature		Date (year/month/day)	
Physician's address (street number and name)				Suite no.	
City		Province		Postal code	

Schedule III - Permitted Investments**Interpretation**

1 In this Schedule,

- (a) "book value", in respect of an asset, means the cost of acquisition to the person acquiring the asset, including all direct costs associated with the acquisition;
- (b) "Canadian resource property" has the same meaning as in paragraph 66(15)(c) of the *Income Tax Act* (Canada);
- (c) "child", in respect of a person, means
 - (i) the natural or adopted child of the person,
 - (ii) the natural or adopted child of the person's spouse or common-law partner, or
 - (iii) the spouse or common-law partner of a natural or adopted child of the person;
- (d) "debt obligation" means a bond, debenture, note or other evidence of indebtedness of an entity;
- (e) "entity" means
 - (i) a corporation, trust, partnership or fund or an unincorporated association or organization, or
 - (ii) Her Majesty in right of Canada or of a province or the government of a foreign country or of a political subdivision of a foreign country, or an agency thereof;
- (f) "insured pension plan" means a pension plan in which all benefits are paid by means of an annuity or insurance contract issued by a person authorized to carry on a life insurance business in Canada and under which the person is obligated to pay all the benefits set out in the pension plan;
- (g) "investment corporation", in respect of a pension plan, means a corporation that
 - (i) is limited in its investments to those that are authorized for the pension plan under this Schedule,
 - (ii) holds at least 98% of its assets in cash, investments and loans,

- (iii) does not issue debt obligations,
- (iv) obtains at least 98% of its income from investments and loans, and
- (v) does not lend any of its assets to, or invest any of its moneys in, a related party of the pension plan;
- (h) “loan” includes a deposit, financial lease, conditional sales contract, repurchase agreement and any other similar arrangement for obtaining money or credit, but does not include investments in securities or the making of an acceptance, endorsement or other guarantee;
- (i) “market terms and conditions”, in respect of a transaction, means terms and conditions, including those relating to price, rent or interest rate, that would apply to a similar transaction in an open market under conditions requisite to a fair transaction between parties who are at arm’s length and acting prudently, knowledgeably and willingly;
- (j) “market value”, in respect of an asset, means the price that would be obtained in the purchase or sale of the asset in an open market under conditions requisite to a fair transaction between parties who are at arm’s length and acting prudently, knowledgeably and willingly;
- (k) “mutual fund” or “pooled fund” means a fund established by a corporation that is duly authorized to operate a fund in which moneys from two or more depositors are accepted for investment and where shares allocated to each depositor serve to establish the proportionate interest at any time of each depositor in the assets of the fund;
- (l) “person” includes an entity;
- (m) “public exchange” means
 - (i) the Alberta Stock Exchange,
 - (ii) the Montreal Stock Exchange,
 - (iii) the Toronto Stock Exchange,
 - (iv) the Vancouver Stock Exchange,
 - (v) the Winnipeg Stock Exchange,
 - (vi) in France, the Stock Exchange (Paris),
 - (vii) in the United Kingdom, The Stock Exchange (London), and
 - (viii) in the United States,
 - (A) the American Stock Exchange,
 - (B) the Boston Stock Exchange,
 - (C) the Chicago Board of Trade,
 - (D) The Cincinnati Stock Exchange,
 - (E) the Detroit Stock Exchange,
 - (F) the Midwest Stock Exchange,
 - (G) The National Association of Securities Dealers Automated Quotation System,
 - (H) the National Stock Exchange,
 - (I) the New York Stock Exchange,
 - (J) the Pacific Coast Stock Exchange,
 - (K) the Philadelphia-Baltimore-Washington Stock Exchange,
 - (L) the Pittsburgh Stock Exchange,
 - (M) the Salt Lake Stock Exchange, or
 - (N) the Spokane Stock Exchange;
- (n) “real estate corporation” means a corporation incorporated to acquire, hold, maintain, improve, lease or manage real property other than real property that yields petroleum or natural gas;
- (o) “real property” includes a leasehold interest in real property;

- (p) “related party”, in respect of a pension plan, means a person who is
- (i) the administrator of the pension plan or who is a member of a pension committee, board of trustees or other body that is the administrator of the pension plan,
 - (ii) an officer, director or employee of the administrator of the pension plan,
 - (iii) a person responsible for holding or investing the assets of the pension plan, or any officer, director or employee thereof,
 - (iv) an association or union representing employees of the employer, or an officer or employee thereof,
 - (v) an employer who participates in the pension plan, or an employee, officer or director thereof,
 - (vi) a member of the pension plan,
 - (vii) if the employer is a corporation, a person who directly or indirectly holds, or together with the spouse or common-law partner or a child of the person holds, more than 10% of the voting shares carrying more than 10% of the voting rights attached to all voting securities of the corporation,
 - (viii) the spouse or common-law partner or a child of any person referred to in any of subclauses (i) to (vii),
 - (ix) if the employer is a corporation, an affiliate of the employer,
 - (x) a corporation that is directly or indirectly controlled by a person referred to in any of subclauses (i) to (viii),
 - (xi) an entity in which a person referred to in subclauses (i), (ii), (v) or (vii), or the spouse or common-law partner or a child of such a person, has a substantial investment, or
 - (xii) an entity that holds a substantial investment in the employer,
- but does not include Her Majesty in right of Canada or of a province, or an agency thereof, or a bank, trust company or other financial institution that holds the assets of the pension plan, if that person is not the administrator of the pension plan;
- (q) “resource corporation” means a corporation that has, at all times since the date on which it was incorporated,
- (i) limited its activities to acquiring, holding, exploring, developing, maintaining, improving, managing, operating or disposing of Canadian resource properties,
 - (ii) restricted its investments and loans, other than investments in Canadian resource properties or property to be used in connection with Canadian resource properties owned by it and loans secured by Canadian resource properties to persons resident in Canada for the exploration or development of such properties, to investments and loans authorized for a pension plan under this Schedule, and
 - (iii) not borrowed money other than for the purpose of earning income from Canadian resource properties;
- (r) “security” means

- (i) in respect of a corporation, a share of any class of shares of the corporation or a debt obligation of the corporation, and includes a warrant of the corporation, but does not include a deposit with a financial institution or an instrument evidencing such a deposit, and
- (ii) in respect of any other entity, any ownership interest in or debt obligation of the entity;
- (s) “segregated fund” means a fund established by a corporation that is duly authorized to operate a fund in which contributions to a pension plan are deposited and the assets of which are held exclusively for the purposes of that pension plan alone or that pension plan and one or more other pension plans;
- (t) “transaction” includes
 - (i) the making of an investment in securities,
 - (ii) the taking of an assignment of, or otherwise acquiring, a loan made by a third party,
 - (iii) the taking of a security interest in securities, and
 - (iv) any modification, renewal or extension of a prior transaction,

but does not include a payment of pensions or other benefits, a transfer pursuant to Section 50 of the Act or a withdrawal of contributions from a pension plan;
- (u) “voting share” means a share of any class of shares of a corporation that carries voting rights under all circumstances, by reason of an event that has occurred and is continuing or by reason of a condition that has been fulfilled.

2 For the purposes of this Schedule, the making, holding or acquiring of an investment indirectly by an administrator on behalf of a pension plan, the holding, acquiring or owning of property indirectly by an administrator on behalf of a pension plan or the lending of money indirectly by an administrator on behalf of a pension plan includes the holding, making, acquiring, owning or lending of an investment, a property or money, as the case may be, by

- (a) a real estate corporation, resource corporation or investment corporation in which the moneys of the pension plan have been invested in accordance with Section 12, 13 or 14;
- (b) a real estate corporation, resource corporation or investment corporation of which a corporation referred to in clause (a) holds securities to which are attached more than 30% of the votes that may be cast to elect the directors of the real estate corporation, resource corporation or investment corporation; or
- (c) a mutual or pooled fund or trust fund in which the moneys of the pension plan have been invested.

3 (1) For the purposes of this Schedule,

- (a) a person or pension plan controls a corporation if securities of the corporation to which are attached more than 50% of the votes that may be cast to elect the directors of the corporation are beneficially owned by the person or pension plan and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation;
- (b) a person or pension plan controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests into which the unincorporated entity is divided are beneficially owned by the person or pension plan and the person or pension plan is able to direct the business and affairs of the unincorporated entity;
- (c) the general partner of a limited partnership controls the limited partnership; and
- (d) a trustee of a trust controls the trust.

- (2) For the purposes of this Schedule, a person or pension plan that controls an entity controls any other entity that is controlled by the entity.
- 4 For the purposes of this Schedule, a corporation is a subsidiary of another corporation if it is controlled by the other corporation.
- 5 For the purposes of this Schedule, one entity is affiliated with another entity if the entity is controlled by the other entity or if both entities are controlled by the same person.
- 6 For the purposes of this Schedule, a person or pension plan has a substantial investment in
- (a) an unincorporated entity if the person, the pension plan or an entity controlled by the person or pension plan beneficially owns more than 25% of the ownership interests in the unincorporated entity; and
 - (b) a corporation if
 - (i) the voting rights attached to voting shares of the corporation that are beneficially owned by the person or pension plan, or by an entity controlled by the person or pension plan, exceed 10% of the voting rights attached to all of the outstanding voting shares of the corporation, or
 - (ii) shares of the corporation that are beneficially owned by the person or pension plan, or by an entity controlled by the person or pension plan, represent ownership of more than 25% of the shareholders' equity of the corporation.
- 7 For the purposes of this Schedule, a person or pension plan is associated with
- (a) a corporation that the person or pension plan controls and every affiliate of every such corporation;
 - (b) a person who controls the person or pension plan;
 - (c) a partner who has a substantial investment in a partnership in which the person or pension plan has a substantial investment;
 - (d) a trust or estate in which the person or pension plan has a substantial investment or for which the person or pension plan serves as trustee or in a similar capacity to a trustee;
 - (e) the spouse or common-law partner of the person; and
 - (f) a brother, sister or child or other descendant of the person, or the spouse or common-law partner thereof.

Application

8 This Schedule does not apply in respect of

- (a) an insured pension plan or a pension plan in respect of which all benefits are provided through an annuity contract issued by the Government of Canada; or
- (b) investments held in an unallocated general fund of a person authorized to carry on a life insurance business in Canada.

Quantitative limits

- 9 (1) The administrator of a pension plan must not, directly or indirectly, lend moneys of the pension plan equal to more than 10% of the total book value of the pension plan's assets to, or invest moneys equal to more than 10% of the total book value of the pension plan's assets in,
- (a) any one person;

- (b) 2 or more associated persons; or
 - (c) 2 or more affiliated corporations.
- (2) Subsection (1) does not apply in respect of moneys of a pension plan held by a bank, trust company or other financial institution to the extent that the moneys are fully insured by the Canada Deposit Insurance Corporation, by the Canadian Life and Health Insurance Compensation Corporation or by any similar provincial body established for the purpose of providing insurance against loss of deposits with trust companies or other financial institutions.
- (3) Subsection (1) does not apply in respect of investments in
- (a) a segregated fund, mutual fund or pooled fund that complies with the requirements applicable to a pension plan that are set out in this Schedule;
 - (b) an unallocated general fund of a person authorized to carry on a life insurance business in Canada;
 - (c) an investment corporation, real estate corporation or resource corporation;
 - (d) securities issued or fully guaranteed by the Government of Canada, the government of a province, or an agency thereof;
 - (e) a fund composed of mortgage-backed securities that are fully guaranteed by the Government of Canada, the government of a province, or an agency thereof; or
 - (f) a fund that replicates the composition of a widely recognized index of a broad class of securities traded at a public exchange.
- 10 (1) The administrator of a pension plan must not, directly or indirectly, invest moneys of the pension plan in real property or Canadian resource properties if, at the time the investment is made,
- (a) the book value of the investment in any one parcel of real property or Canadian resource property exceeds 5% of the book value of the pension plan's assets;
 - (b) the aggregate book value of all investments in Canadian resource properties exceeds 15% of the book value of the pension plan's assets; or
 - (c) the aggregate book value of all investments in real property and Canadian resource properties exceeds 25% of the book value of the pension plan's assets.
- (2) If real property is subdivided into two or more parcels and the beneficial ownership of the real property remains the same, or if a person directly or indirectly acquires two or more parcels for consolidation, the real property shall be treated as one parcel for the purposes of the investment limits set out in this Section.
- 11 (1) Subject to subsection (2), the administrator of a pension plan must not, directly or indirectly, invest the moneys of the pension plan in the securities of a corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation.
- (2) Subsection (1) does not apply in respect of investments in securities of
- (a) a real estate corporation;
 - (b) a resource corporation; or
 - (c) an investment corporation.
- 12 (1) The administrator of a pension plan must not, directly or indirectly, invest the moneys of the pension plan in the securities of a real estate corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator first obtains and

deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will

- (a) file with the Superintendent, at such intervals or times as the Superintendent directs,
 - (i) copies of its annual financial statements,
 - (ii) copies of its audited financial statements in respect of fiscal years ending after December 31, 1996,
 - (iii) a list clearly identifying the assets of the corporation and the market value of each asset,
 - (iv) a list of the names of its officers, directors and shareholders, and
 - (v) a certificate stating that the corporation is complying with its undertaking;
 - (b) permit the Superintendent or an authorized member of the Superintendent's staff to visit its head office and to examine its books and records;
 - (c) limit its activities to acquiring, holding, maintaining, improving, leasing or managing real property other than real property that yields petroleum or natural gas;
 - (d) not carry on the activities referred to in clause (c) in respect of any real property that is not owned by, or on behalf of, or mortgaged to,
 - (i) the pension plan,
 - (ii) the corporation,
 - (iii) any other real estate corporation in which securities to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation have been invested in by, or on behalf of, the pension plan pursuant to this subsection, or
 - (iv) any other real estate corporation in which securities to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation are owned by the corporation or by a real estate corporation referred to in subclause (iii);
 - (e) procure, at the request of the Superintendent and at its own expense, an appraisal by one or more accredited appraisers of any parcel of real property owned by it or on its behalf;
 - (f) not lend any of its assets to, or invest any of its moneys in, a related party of the pension plan;
 - (g) restrict its investments and loans, other than investments in real property or in the securities of other real estate corporations, to those authorized for the pension plan under this Schedule; and
 - (h) not invest, or hold an investment, in securities of any other real estate corporation to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation, unless the corporation first obtains and deposits with the Superintendent an undertaking by the other real estate corporation not to invest, or hold an investment, in the securities of any other real estate corporation.
- (2) A list of assets referred to in subclause (1)(a)(iii)
- (a) must not include any asset, other than an asset referred to in clause (1)(g), that is not authorized under this Schedule; and
 - (b) must value any securities that are included in the assets of the corporation at a value not exceeding the market value thereof.

- (3) The common shares of the real estate corporation held by or on behalf of the plan must be taken into account in the balance sheet of the plan at a value not greater than the amount obtained by multiplying
- (a) an amount equal to the total assets of the corporation less the sum of its total liabilities and its preferred capital stock
 - by
 - (b) the number of common shares of the corporation held by, or on behalf of, the pension plan divided by the total number of the issued and outstanding common shares of the corporation.
- 13 (1) The administrator of a pension plan must not, directly or indirectly, invest the moneys of the pension plan in the securities of a resource corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator first obtains and deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will
- (a) file with the Superintendent, at such intervals or times as the Superintendent directs,
 - (i) copies of its annual financial statements,
 - (ii) copies of its audited financial statements in respect of fiscal years ending after December 31, 1996,
 - (iii) a list clearly identifying the assets of the corporation and the market value of each asset,
 - (iv) a list of the names of its officers, directors and shareholders, and
 - (v) a certificate stating that the corporation is complying with its undertaking;
 - (b) permit the Superintendent or an authorized member of the Superintendent's staff to visit its head office and to examine its books and records;
 - (c) limit its activities to acquiring, holding, exploring, developing, maintaining, improving, managing, operating or disposing of Canadian resource properties;
 - (d) not carry on the activities referred to in clause (c) in respect of any Canadian resource property that is not owned by, or on behalf of,
 - (i) the pension plan,
 - (ii) the corporation,
 - (iii) any other resource corporation in which securities to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation have been invested in by, or on behalf of, the pension plan pursuant to this subsection, or
 - (iv) any other resource corporation in which securities to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation are owned by the corporation or by a resource corporation referred to in subclause (iii);
 - (e) procure, at the request of the Superintendent and at its own expense, an appraisal by one or more accredited appraisers of any Canadian resource property owned by it;
 - (f) not lend any of its assets to, or invest any of its moneys in, a related party of the pension plan;
 - (g) restrict its investments and loans, other than investments in Canadian resource property or properties to be used in connection with Canadian resource properties owned by it, loans secured by Canadian resource properties to persons resident in Canada for the exploration or development of such properties and investments in the securities of other resource corporations, to investments and loans authorized for the pension plan under this Schedule;

- (h) not borrow money other than for the purpose of earning income from Canadian resource properties; and
 - (i) not invest, or hold an investment, in securities of any other resource corporation to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation, unless the corporation first obtains and deposits with the Superintendent an undertaking by the other resource corporation not to invest, or hold an investment, in the securities of any other resource corporation.
- (2) A list of assets referred to in subclause (1)(a)(iii)
- (a) must not include any asset, other than an asset referred to in clause (1)(g), that is not authorized under this Schedule; and
 - (b) must value any securities that are included in the assets of the corporation at a value not exceeding the market value.
- (3) The common shares of the resource corporation held by or on behalf of a plan must be taken into account in the balance sheet of the plan at a value not greater than the amount obtained by multiplying
- (a) an amount equal to the total assets of the corporation set out in the balance sheet less the sum of its liabilities and its preferred capital stock
- by
- (b) the number of common shares of the corporation held by, or on behalf of, the pension plan divided by the total number of the issued and outstanding common shares of the corporation.
- 14 The administrator of a pension plan must not, directly or indirectly, invest the moneys of the pension plan in the securities of an investment corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator first obtains and deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will
- (a) file with the Superintendent, at such intervals or times as the Superintendent directs,
 - (i) copies of its annual financial statements,
 - (ii) copies of its audited financial statements in respect of fiscal years ending after December 31, 1996,
 - (iii) a list clearly identifying the assets of the corporation and the market value of each asset,
 - (iv) a list of the names of its officers, directors and shareholders, and
 - (v) a certificate stating that the corporation is complying with its undertaking;
 - (b) permit the Superintendent or an authorized member of the Superintendent's staff to visit its head office and to examine its books and records;
 - (c) hold at least 98% of its assets in cash, investments and loans;
 - (d) not issue debt obligations;
 - (e) obtain at least 98% of its income from investments and loans;
 - (f) not lend any of its assets to, or invest any of its moneys in, a related party of the pension plan; and
 - (g) not invest, or hold an investment, in securities of any other investment corporation if there are attached to those securities more than 30% of the votes that may be cast to elect the directors of that corporation, unless the corporation first obtains and deposits with the Superintendent

an undertaking by the other investment corporation not to invest, or hold an investment, in the securities of any other investment corporation.

15 For the purposes of Sections 16 and 17,

- (a) if a transaction is entered into by, or on behalf of, a pension plan with a person who the administrator of the pension plan, or any person acting on the administrator's behalf, knows will become a related party to the pension plan, the person is considered to be a related party of the pension plan in respect of the transaction; and
- (b) the fulfilment of an obligation under the terms of any transaction, including the payment of interest on a loan or deposit, is part of the transaction and not a separate transaction.

16 (1) Subject to Sections 17 and 18, the administrator of a pension plan must not, directly or indirectly,

- (a) lend the moneys of the pension plan to a related party or invest those moneys in the securities of a related party; or
- (b) enter into a transaction with a related party on behalf of the pension plan.

(2) Subject to Sections 17 and 18, during the period of 12 months after the day on which a person ceases to be a related party of a pension plan, the administrator of the pension plan must not, directly or indirectly,

- (a) lend the moneys of the pension plan to that person or invest those moneys in the securities of that person; or
- (b) enter into a transaction with that person on behalf of the pension plan.

17 (1) The administrator of a pension plan may enter into a transaction with a related party on behalf of the pension plan if

- (a) the transaction is required for the operation or administration of the pension plan; and
- (b) the terms and conditions of the transaction are not less favourable to the pension plan than market terms and conditions.

(2) The administrator of a pension plan may invest the moneys of the pension plan in the securities of a related party if those securities are acquired at a public exchange.

(3) The administrator of a pension plan may enter into a transaction with a related party on behalf of the pension plan if the value of the transaction is nominal or the transaction is immaterial to the pension plan.

(4) For the purposes of subsection (3), in assessing whether the value of a transaction is nominal or whether a transaction is immaterial, two or more transactions with the same related party shall be considered as a single transaction.

General

18 Sections 9 to 16 do not apply in respect of

- (a) investments in a corporation that are held by, or on behalf of, a pension plan as a result of an arrangement, within the meaning of subsection 192(1) of the *Canada Business Corporations Act*, for the reorganization or liquidation of the corporation or for the amalgamation of the corporation with another corporation, if the investments are to be exchanged for shares or debt obligations;
- (b) assets that are acquired by, or on behalf of, a pension plan through the realization of a security interest held by, or on behalf of, the pension plan and that are held for a period not exceeding two years from the day on which the assets were acquired.

Schedule IV
Nova Scotia LIF Addendum

Interpretation

- 1 (1)** In this Schedule,
- (a) “common-law partner” of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least 2 years, neither of them being a spouse;
 - (b) “regulations” means the *Pension Benefits Regulations*, of which this Schedule forms a part.
 - (c) “spouse” means either of a man and woman who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity, or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12-month period immediately preceding the date of entitlement; and
 - (d) “temporary income” means periodic income paid under a pension plan, an annuity or a LIF to a person for a temporary period of time after retirement for the purposes of supplementing retirement income until the person is eligible to receive benefits under the *Old Age Security Act* (Canada) or is either eligible for or commences to receive retirement benefits under the Canada Pension Plan (Canada) or Quebec Pension Plan (Quebec).
- (2)** A fiscal year referred to in this Schedule is the fiscal year of a LIF, which must end on December 31 and must never exceed 12 months.
- (3)** A reference rate referred to in this Schedule for the fiscal year of a LIF
- (a) is based on the month-end nominal rate of interest earned on long-term bonds issued by the Government of Canada for the month of November preceding the beginning of the fiscal year, as compiled by Statistics Canada and published in the Bank of Canada Review as CANSIM Series B-14013, with the following adjustments applied successively to that nominal rate:
 - (i) an increase of 0.5%,
 - (ii) the conversion of the increased rate, based on interest compounded semi-annually, to an effective annual rate of interest,
 - (iii) the rounding of the effective interest rate to the nearest multiple of 0.5%; and
 - (b) must not be less than 6%.

Prohibitions

- 2** Money held in a LIF must not be commuted, withdrawn or surrendered in whole or in part, except as permitted by Sections 27 and 28 of the regulations (small amounts at age 65 and considerably shortened life expectancy).
- 3** Money held in a LIF must not be assigned, charged, or given as security except as permitted by subsection 70(3) or Section 71A of the Act, and any transaction purporting to assign, charge, anticipate or give such money in the LIF as security is void.

- 4 Money held in a LIF is exempt from execution, seizure or attachment except as permitted by Section 71A of the Act.

Income commencement

- 5 (1) The owner must be paid an income from the LIF, the amount of which may vary annually.
- (2) Payment of the income from the LIF to the owner must begin no earlier than the earliest date the owner was entitled to receive a pension under any of the pension plans from which the money was transferred into the LIF, directly or indirectly.
- (3) Payments must begin no later than the end of the second fiscal year of the LIF.
- (4) The minimum amount of income paid during a fiscal year must not be less than the minimum amount prescribed for a RRIF under the *Income Tax Act* (Canada).
- (5) The owner must establish the amount of income to be paid during each fiscal year at the beginning of that fiscal year and after the receipt of the information specified in subsection 11(1).
- (6) If the financial institution guarantees the rate of return of the LIF over a period that is greater than one year, that period must end at the end of a fiscal year and the owner may establish the amount of income to be paid during that period at the beginning of that period.

Minimum LIF withdrawal

- 6 The amount of the income paid during the fiscal year of a LIF must not be less than the minimum amount prescribed by the *Income Tax Act* (Canada), determined on the basis of the owner's age or the age of the owner's spouse or common-law partner where that person is younger than the owner.

Maximum LIF withdrawal - no provision for temporary income

- 7 The maximum income (M) to be paid from a LIF from which no temporary income is paid, is determined by the following formula:

$$M = F \times C$$

where

"F" is the factor in Schedule V for the reference rate for the fiscal year and the owner's age at the end of the preceding year; and

"C" is the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after that date and reduced by any money transferred from another LIF to the LIF in the same year.

Maximum LIF withdrawal - with temporary income

- 8 (1) A LIF may provide that the owner be entitled to a temporary income if the owner meets the following requirements:
- (a) the owner makes an application in Form 9 (Application to a Financial Institution for Payment of Temporary Income from a LIF) to the financial institution that administers the LIF for payment of a temporary income under the LIF; and
- (b) the owner is at least age 54 but under age 65 at the end of the year preceding the date of application.
- (2) The temporary income must not be paid after the end of the year in which the owner reaches age 65.
- (3) No temporary income is payable if any portion of a LIF payment is transferred to a non-locked-in retirement savings arrangement.
- (4) The maximum temporary income (A) for the fiscal year is the lesser of
- (a) (40% of the years maximum pensionable earnings) - T; and

(b) $F \times C \times D$,

where

“F” is the factor in Schedule V for the reference rate for the fiscal year and the owner’s age at the end of the preceding year;

“C” is the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after that date and reduced by any money originating during the same year from another LIF;

“T” is the total of temporary income from a pension plan for that fiscal year and temporary income from other LIFs of the owner; and

“D” is the factor in Schedule VI for the owner’s age at the end of the year preceding the current fiscal year.

- (5) Despite subsection (4), if $F \times C \times D$ is equivalent to less than 40% of the year’s maximum pensionable earnings, and the owner is not entitled to any temporary income from another LIF or from a pension plan, “A” is the lesser of
- (a) 40% of the year’s maximum pensionable earnings, and
 - (b) the LIF less LIF transfers.

- (6) The maximum life income (E) to be paid from a LIF from which a temporary income is paid is determined by the following formula, provided that “E” must not be less than zero:

$$E = (F \times C) - (A \div D)$$

where

“F” is the factor in Schedule V for the reference rate for the fiscal year and the owner’s age at the end of the preceding year;

“C” is the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after that date and reduced by any money originating during the same year from another LIF.

Maximum income payable when the financial institution guarantees the rate of return of the LIF

- 9 (1) If the financial institution has guaranteed the rate of return of the LIF over a period greater than one year, and the owner establishes the amount of income to be paid during that period, the maximum income that may be paid during each of the fiscal years of that period is determined at the beginning of each of those fiscal years.
- (2) For the first fiscal year, the maximum income is determined in accordance with Section 7.
- (3) For each subsequent year, the maximum income is equal to the lesser of
- (a) the balance of the LIF at the time of payment in that year; and
 - (b) the result of the formula $(M \times J) \div K$

where

“M” represents the maximum income determined for the initial fiscal year,

“J” represents the balance of the LIF at the beginning of the fiscal year, and

“K” represents the reference balance determined at January 1 of the year, calculated as

- (i) the reference balance at the beginning of the previous year, reduced by M, plus
- (ii) the amount determined under subclause (i) multiplied by the reference rate for the year, if it is one of the first 16 fiscal years of the fund, or by 6% in any other case,

and in applying this formula to the second year of the period, the reference balance referred to in subclause (i) is the LIF balance at the beginning of the first year of the period.

Excess income paid

10 If the income paid to the owner during the fiscal year of the fund exceeds the maximum that may be paid, the balance of the fund must not be reduced by the excess, unless the payment is attributable to incorrect information provided by the owner.

Information to be provided by the financial institution

- 11 (1)** At the beginning of each fiscal year, the financial institution must provide to the owner a statement indicating
- (a) the balance in the LIF at the beginning of the fiscal year;
 - (b) information on the sums deposited, any accumulated investment earnings including any unrealized capital gains or losses, the payments made during the fiscal year and the fees charged against the LIF during the previous fiscal year;
 - (c) the minimum amount that must be paid out as income to the owner during the current fiscal year;
 - (d) the maximum amount that may be paid out as income to the owner during the current fiscal year;
 - (e) if the beginning of the fiscal year is later than the beginning of the calendar year, the sums deposited that were held in another LIF during the year;
 - (f) if the LIF provides for payment of a temporary income and the owner was at least 54 but less than 65 at the end of the preceding year,
 - (i) the terms and conditions the owner must meet to be entitled to payment of the temporary income under Section 8, and
 - (ii) that payment of temporary income will reduce the income that would otherwise be paid to the owner after age 65;
 - (g) that the maximum amount of income that may be paid to the owner will not be increased if a transfer is made to the LIF of assets held in another LIF during that year; and
 - (h) that if the owner wishes to transfer, in whole or in part, the balance of the LIF and still receive from the LIF the income determined for the fiscal year, an amount must be retained in the LIF at least equal to the difference between the income determined for the fiscal year and the income already received from the LIF since the beginning of the fiscal year.
- (2)** If the owner dies before the balance in the LIF is used to purchase a life annuity contract or is transferred under Section 12, the financial institution must provide to the owner’s spouse or common-law partner or beneficiary or estate the information in clauses 11(1)(a) and (b) as of the owner’s date of death.
- (3)** If the balance of the LIF is transferred to another financial institution or used to purchase a life annuity, the financial institution must provide the owner the information in clauses (1)(a) and (b) as of the date of the transfer or annuity purchase.

- (4) If the balance of the LIF is transferred to another financial institution or used to purchase a life annuity, the financial institution must comply with the requirements of an administrator under subsections 23(16), (17), and (18) of the regulations.

Information provided upon transfer of additional amounts to a LIF

- (5) Within 30 days following a transfer to a LIF of locked-in funds that have not been held in a LIF at any time in the current year, the financial institution must provide the owner with a statement indicating
 - (a) the balance of the LIF at the beginning of the fiscal year, any money transferred into the LIF during the fiscal year and balance of the LIF used to determine the maximum amount that may be paid to the owner as income during the fiscal year;
 - (b) the maximum amount that may be paid to the owner as income during the fiscal year;
 - (c) the minimum amount that must be paid to the owner as income during the fiscal year; and
 - (d) if the LIF provides for payment of a temporary income and the owner is at least 54 years of age but less than 65 years of age at the end of the preceding year, that the owner is entitled to receive payment of a temporary income.
- (6) If a transfer is made to a LIF of assets held in another LIF at any time in the current fiscal year, the maximum amount of income that may be paid to the owner must not be increased.

Transferring assets from a LIF

- 12 (1) The owner of a LIF may transfer all or part of the assets in a LIF
 - (a) to another LIF;
 - (b) to purchase an immediate life annuity contract that meets the conditions of Section 24 of the regulations, provided the annuity does not commence on a date earlier than the earliest date the owner was entitled to receive a pension under any of the pension plans from which the money in the LIF was transferred; or
 - (c) before December 31 in the year the owner reaches age 69, to a LIRA.
- (2) If assets in the LIF consist of identifiable and transferable securities, the financial institution may transfer the securities with the consent of the owner.
- (3) The date of transfer must not be more than 30 days after the date of application by the owner unless the term agreed to for the investments has not expired.
- (4) The financial institution must advise the financial institution to which the assets are transferred that the assets were held in a LIF in the current year.

Death benefit

- 13 (1) On the death of the owner, the balance in the LIF must be paid to or for the benefit of the owner's spouse or common-law partner or, if there is no spouse or common-law partner, the owner's designated beneficiary or, if there is no valid designation of beneficiary, the owner's estate.
- (2) A spouse or common-law partner is not entitled to receive a death benefit if a division has been made under Section 61 of the Act (pension division) of the pension benefits transferred to the LIF, unless the spouse or common-law partner is the owner's designated beneficiary.

Withdrawals

- 14 An application for withdrawal of the assets held in a LIF must be made in accordance with Sections 27 and 28 of the regulations (small amounts at age 65 and considerably shortened life expectancy).

Schedule V
Life Income Fund Factor F
 (Sections 7 and 8 of Schedule IV, Nova Scotia LIF Addendum)
Reference Rate 6% 6.5% 7% 7.5%

Age	6.00%	6.50%	7.00%	7.500%	8.00%	8.50%	9.00%	9.50%
under 55	0.061	0.063	0.066	0.069	0.072	0.075	0.078	0.081
55	0.064	0.067	0.070	0.073	0.076	0.079	0.082	0.085
56	0.065	0.067	0.070	0.073	0.076	0.079	0.082	0.085
57	0.065	0.068	0.071	0.074	0.077	0.080	0.083	0.086
58	0.066	0.069	0.071	0.074	0.077	0.080	0.083	0.086
59	0.067	0.069	0.072	0.075	0.078	0.081	0.084	0.087
60	0.067	0.070	0.073	0.076	0.079	0.082	0.085	0.088
61	0.068	0.071	0.074	0.077	0.079	0.082	0.086	0.089
62	0.069	0.072	0.074	0.077	0.080	0.083	0.086	0.089
63	0.070	0.073	0.075	0.078	0.081	0.084	0.087	0.090
64	0.071	0.074	0.076	0.079	0.082	0.085	0.088	0.091
65	0.072	0.075	0.077	0.080	0.083	0.086	0.089	0.093
66	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.094
67	0.074	0.077	0.080	0.083	0.086	0.089	0.092	0.095
68	0.076	0.078	0.081	0.084	0.087	0.090	0.093	0.096
69	0.077	0.080	0.083	0.086	0.089	0.092	0.095	0.098
70	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.100
71	0.081	0.084	0.087	0.089	0.092	0.095	0.098	0.102
72	0.083	0.086	0.089	0.092	0.095	0.098	0.101	0.104
73	0.085	0.088	0.091	0.094	0.097	0.100	0.103	0.106
74	0.088	0.091	0.094	0.097	0.099	0.102	0.105	0.108
75	0.091	0.094	0.097	0.100	0.102	0.105	0.108	0.111
76	0.094	0.097	0.100	0.103	0.106	0.109	0.112	0.114
77	0.098	0.101	0.104	0.107	0.110	0.112	0.115	0.118
78	0.103	0.106	0.109	0.111	0.114	0.117	0.120	0.123
79	0.108	0.111	0.114	0.117	0.119	0.122	0.125	0.128
80	0.115	0.117	0.120	0.123	0.125	0.128	0.131	0.133
81	0.121	0.124	0.127	0.129	0.132	0.135	0.137	0.140
82	0.129	0.132	0.134	0.137	0.139	0.142	0.145	0.147
83	0.138	0.140	0.143	0.146	0.148	0.151	0.154	0.156
84	0.148	0.151	0.153	0.156	0.159	0.161	0.164	0.167

Age	6.00%	6.50%	7.00%	7.500%	8.00%	8.50%	9.00%	9.50%
85	0.160	0.163	0.165	0.168	0.171	0.173	0.176	0.179
86	0.173	0.176	0.179	0.182	0.184	0.187	0.190	0.193
87	0.189	0.191	0.194	0.197	0.200	0.200	0.200	0.200
88 or over	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
Age	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00	13.50%
under 55	0.084	0.087	0.090	0.093	0.097	0.100	0.103	0.107
55	0.088	0.091	0.094	0.097	0.101	0.104	0.107	0.111
56	0.088	0.091	0.095	0.098	0.101	0.104	0.108	0.111
57	0.089	0.092	0.095	0.098	0.102	0.105	0.108	0.112
58	0.090	0.093	0.096	0.099	0.102	0.106	0.109	0.112
59	0.090	0.093	0.097	0.100	0.103	0.106	0.110	0.113
60	0.091	0.094	0.097	0.101	0.104	0.107	0.110	0.114
61	0.092	0.095	0.098	0.101	0.105	0.108	0.111	0.115
62	0.093	0.096	0.099	0.102	0.105	0.109	0.112	0.115
63	0.094	0.097	0.100	0.103	0.106	0.110	0.113	0.116
64	0.095	0.098	0.101	0.104	0.107	0.111	0.114	0.117
65	0.096	0.099	0.102	0.105	0.108	0.112	0.115	0.118
66	0.097	0.100	0.103	0.106	0.110	0.113	0.116	0.119
67	0.098	0.101	0.104	0.108	0.111	0.114	0.117	0.121
68	0.100	0.103	0.106	0.109	0.112	0.115	0.119	0.122
69	0.101	0.104	0.107	0.111	0.114	0.117	0.120	0.123
70	0.103	0.106	0.109	0.112	0.115	0.119	0.122	0.125
71	0.105	0.108	0.111	0.114	0.117	0.120	0.123	0.127
72	0.107	0.110	0.113	0.116	0.119	0.122	0.125	0.129
73	0.109	0.112	0.115	0.118	0.121	0.124	0.127	0.131
74	0.111	0.114	0.117	0.120	0.124	0.127	0.130	0.133
75	0.114	0.117	0.120	0.123	0.126	0.129	0.132	0.135
76	0.117	0.120	0.123	0.126	0.129	0.132	0.135	0.138
77	0.121	0.124	0.127	0.130	0.133	0.136	0.139	0.142
78	0.126	0.128	0.131	0.134	0.137	0.140	0.143	0.146
79	0.131	0.134	0.137	0.139	0.142	0.145	0.148	0.151
80	0.136	0.139	0.142	0.144	0.147	0.150	0.153	0.155
81	0.143	0.145	0.148	0.151	0.153	0.156	0.159	0.161

Age	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00	13.50%
82	0.150	0.153	0.155	0.158	0.161	0.163	0.166	0.169
83	0.159	0.161	0.164	0.167	0.169	0.172	0.175	0.177
84	0.169	0.172	0.174	0.177	0.180	0.182	0.185	0.187
85	0.181	0.184	0.187	0.189	0.192	0.194	0.197	0.200
86	0.195	0.198	0.200	0.200	0.200	0.200	0.200	0.200
87	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
88 or over	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200

Schedule VI

Life Income Fund

Temporary Income Factor D

(Section 8 of Schedule IV, Nova Scotia LIF Addendum)

Age	
under 54	1.000
54	1.691
55	1.706
56	1.804
57	1.953
58	2.151
59	2.379
60	2.705
61	3.202
62	4.090
63	5.811
64	10.989
65 or over	1.000

N.S. Reg. 165/2002

Made: December 20, 2002

Filed: December 24, 2002

Fuel Safety Regulations

Order in Council 2002-608 made December 20, 2002
 Amendment to regulations made by the Minister of Environment and Labour
 and approved by the Governor in Council pursuant to Section 3
 of the *Fire Prevention Act*

The Governor in Council on the report and recommendation of the Minister of Environment and Labour dated December 10, 2002, and pursuant to Section 3 of Chapter 171 of the Revised Statutes of Nova Scotia, 1989, the *Fire Prevention Act*, is pleased to approve the making by the Minister of Environment and Labour of amendments to the *Fuel Safety Regulations* approved by the Governor in Council by Order in Council 1999-525 dated October 27, 1999, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after December 31, 2002.

Schedule "A"

Amendments to the *Fuel Safety Regulations* made by the Minister of Environment and Labour and approved by the Governor in Council pursuant to Section 3 of Chapter 171 of the Revised Statutes of Nova Scotia, 1989, the *Fire Prevention Act*

- 1 The *Fuel Safety Regulations* made by the Minister of Labour and approved by the Governor in Council by Order in Council 1999-525 dated October 27, 1999, are amended by repealing clauses 2(1) (e), (f), and (g), and substituting the following clauses:
 - (e) "certificate holder" means a person who holds a valid and unexpired certificate for a class of authorization issued by the Board under Section 32;
 - (f) "certified person" means a person who holds a valid Certificate of Qualification as a Gas Fitter under the *Apprenticeship and Trades Qualifications Act*;
 - (g) "Chief Inspector" means the person designated as Chief Inspector under Section 5;
- 2 Section 6 of the regulations is amended by adding "interpretations of Codes and these regulations," immediately after "interested persons of".
- 3 Section 10 of the regulations is amended by
 - (a) adding ", equipment failure" immediately after "accident"; and
 - (b) striking out "upset" and substituting "incident".
- 4 Subsection 12(1) of the regulations is amended by
 - (a) striking out "or removal";
 - (b) striking out "or" at the end of clause (d);
 - (c) striking out the period at the end of clause (e) and substituting "; or" ; and
 - (d) adding the following clause immediately after clause (e):
 - (f) foundation and supports for a vertical propane tank or a horizontal tank with a capacity of 1700 uswg or greater.
- 5 Subsection 12(3) of the regulations is amended by striking out "removal,".
- 6 (1) Subsection 14(1) of the regulations is amended by
 - (a) striking out ", altering or removing" and substituting "or altering"; and
 - (b) striking out "in a building other than residential premises having 4 dwelling units or less" in clause (a) and substituting "that supplies gas to an end-use appliance or equipment".(2) Subsection 14(3) of the regulations is amended by striking out ", alteration or removal" and substituting "or alteration".(3) Subsection 14(4) of the regulations is amended by
 - (a) repealing clause (b) and substituting the following clause:
 - (b) may be issued directly by an Inspector or indirectly through another authorized body;
 - (b) striking out "and" in clause (c); and

- (c) relettering clause (d) as clause (e) and adding the following clause immediately after clause (c):
 - (d) is not transferable and shall only be used by the authorized permit holder; and
- (4) Section 14 of the regulations is further amended by adding the following subsection immediately after subsection 14(4):
 - (5) An applicant is solely responsible for paying all costs incurred by the Fuel Safety Section for engineering, consulting or other services during the process of permit approval, where the prior approval for the service is given by the applicant.
- 7 (1) Subsection 16(1) of the regulations is amended by striking out “a Gas Fitter I, Gas Fitter II or Class A certificate holder” and substituting “the Gas Fitter I, Gas Fitter II or Class G certificate holder responsible for the work completed”.
- (2) Subsection 16(2) of the regulations is amended by
 - (a) striking out “, if applicable” in clause (b) and substituting “or portion of the installation for which the certificate holder or certified person is responsible”;
 - (b) striking out “Class A certificate holder who performed the installation” in clause (f) and substituting “Class G certificate holder responsible for the work completed”; and
 - (c) striking out “Class A certificate holder” in clause (g) and substituting “Class G certificate holder”.
- (3) Subsection 16(3) of the regulations is amended by striking out “Class A certificate holder” and substituting “Class G certificate holder responsible for the work completed”.
- 8 Subsection 17(1) of the regulations is amended by striking out “Class A” and substituting “Class G”.
- 9 Subsection 18(1) of the regulations is amended by striking out “Class A” and substituting “Class G”.
- 10 Section 19 of the regulations is amended by striking out “Class A certificate holder for the purpose of” and substituting “Class G certificate holder who is responsible for”.
- 11 (1) Subsection 22(1) of the regulations is amended by striking out “Class A” and substituting “Class G”.
- (2) Subsection 22(2) of the regulations is amended by striking out “Class A certificate holder” and substituting “Class G certificate holder responsible for the work completed”.
- 12 Section 23 of the regulations is amended by
 - (a) striking out “or” at the end of clause (a);
 - (b) adding “; or” at the end of clause (b); and
 - (c) adding the following clause immediately after clause (b):
 - (c) operating a natural gas vehicle refuelling or cylinder filling station
- 13 Clause 24(d) of the regulations is amended by adding “or natural gas cylinder filling” immediately after “refuelling”.
- 14 Section 28 of the regulations is amended by
 - (a) striking out “or” at the end of clause (a);

- (b) striking out the comma at the end of clause (b) and substituting “; or”; and
 - (c) adding the following clause immediately after clause (b):
 - (c) operating a natural gas vehicle refuelling or natural gas cylinder filling station,
- 15 Subsection 30(5) of the regulations is repealed.
- 16 Section 31 of the regulations is amended by adding the following subsection immediately after subsection (2):
- (3)** A person is not required to hold a certificate if they are
 - (a) in training;
 - (b) under the direct supervision of a person holding a certificate in the appropriate class; and
 - (c) performing only a task referred to clause (1)(c), (d) or (e).
- 17 Clause 32(a) of the regulations is repealed.
- 18 Subsection 33(3) is amended by striking out “, G-8 and G-9” and substituting “and G-8”.
- 19 Subsection 34(1) of the regulations is repealed.
- 20 Section 43 of the regulations is amended by
- (a) striking out “authorizing the person to perform the work or other act;” in clause (b) and substituting “authorizing that person to perform the work or other act listed in clause 31(1)(c), (d), or (e); or “; and
 - (b) repealing clause (c) and relettering clause (d) as clause (c); and
 - (c) striking out “clause (c)” in clause (c) and substituting “clause (b) while”.
- 21 Section 45 of the regulations is renumbered as subsection 45(1) and the following subsection added immediately after subsection (1):
- (2)** This Section does not remove or diminish any of the responsibilities of a Green Tag installer set out in these regulations.
- 22 Section 49 of the regulations is amended by striking out “area, resulting from a gas installation” and substituting “area resulting from a gas installation, or an installation does not comply with the Codes or these regulations, “.
- 23 Section 58 of the regulations is amended by
- (a) adding “(Max. \$10 000)” immediately after “load” in subclause (b)(i); and
 - (b) striking out “50.00” and substituting “0.06/1000 Btu/h of change (Min. \$100 - Max. \$10 000)” in subclause (b)(ii).
- 24 Section 59 of the regulations is amended by
- (a) striking out “60.00” and substituting “100.00” in clause (a); and
 - (b) striking out “60.00” and substituting “100.00” in clause (b).

Dated and made at Halifax, Province of Nova Scotia on December 10, 2002.

Sgd. *David Morse*
Honourable David Morse
Minister of Environment and Labour

N.S. Reg. 166/2002

Made: December 20, 2002

Filed: December 24, 2002

Wildlife Habitat and Watercourses Protection Regulations

Order in Council 2002-609 made December 20, 2002
Amendment to regulations made by the Governor in Council
pursuant to Section 40 of the *Forests Act*

The Governor in Council on the report and recommendation of the Minister of Natural Resources dated October 24, 2002, and pursuant to Section 40 of Chapter 179 of the Revised Statutes of Nova Scotia, 1989, the *Forests Act*, is pleased to amend the *Wildlife Habitat and Watercourses Protection Regulations* made by the Governor in Council by Order in Council 2001-528 dated November 15, 2001, by striking out “primary forest products for the purpose of road construction” in clause 2(e) and substituting “Christmas trees or a forestry operation whose primary purpose is to convert the land to a non-forestry use”, effective on and after December 20, 2002.