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**In force date of regulations:** As of March 5, 2005\*, the date that a regulation comes into force is determined by subsection 3(6) of the *Regulations Act*. The date that a regulation is filed and any specified effective dates are important in determining when the regulation is in force.

\*Effective November 28, 2023, subsection 3(6) of the *Regulations Act* was replaced. (See subsection 3(5) of Chapter 54 of the Acts of 2022, *An Act to Amend Chapter 393 of the Revised Statutes, 1989, the Regulations Act.*)

N.S. Reg. 17/2025

Made: January 30, 2025 Filed: January 30, 2025 Prescribed Petroleum Products Prices

> Order dated January 30, 2025 made by the Nova Scotia Utility and Review Board pursuant to Section 14 of the *Petroleum Products Pricing Act* and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

[Please note: *Prescribed Petroleum Products Prices* filed with the Office of the Registrar of Regulations on and after January 23, 2023, will no longer be published in the *Royal Gazette Part II*. Publication of the *Prescribed Petroleum Products Prices* has been dispensed with by order of the Attorney General dated January 23, 2023, and published on page 63 of the February 10, 2023, issue of the *Royal Gazette Part II*. Current and historical *Prescribed Petroleum Products Prices* are available for inspection in person at the Office of the Registrar of Regulations and can be viewed on the Nova Scotia Utility and Review Board's website at the following address: <a href="https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing.">https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing.</a>]

#### N.S. Reg. 18/2025

Made: January 30, 2025 Filed: January 30, 2025 Proclamation of Act, S. 167, S.N.S. 2024, c. 5–S. 7 to 27, 29 to 61 and 65 to 109

> Order in Council 2025-16 dated January 30, 2025 Proclamation made by the Governor in Council pursuant to Section 167 of the Advancing Nova Scotia Opportunities Act

The Governor in Council on the report and recommendation of the Minister of Energy dated January 13, 2025, pursuant to Section 167 of Chapter 5 of the Acts of 2024, the *Advancing Nova Scotia Opportunities Act*, and subsection 3(7) of the *Interpretation Act*, is pleased to order and declare by proclamation that Sections 7 to 27, 29 to 61 and 65 to 109 of Chapter 5 of the Acts of 2024, the *Advancing Nova Scotia Opportunities Act*, do come into force on and not before January 31, 2025.

L.S.

## Canada Province of Nova Scotia

**Charles the Third**, by the Grace of God King of Canada and His Other Realms and Territories, Head of the Commonwealth.

To all to whom these presents shall come, or whom the same may in any wise concern,

**Greeting!** 

#### **A Proclamation**

**Whereas** in and by Section 167 of Chapter 5 of the Acts of 2024, the *Advancing Nova Scotia Opportunities Act*, it is enacted as follows:

**167** Sections 2 to 109, 118 to 123, 126 to 128, 150 and 151 come into force on such day as the Governor in Council orders and declares by proclamation.

**And Whereas** it is deemed expedient that Sections 7 to 27, 29 to 61 and 65 to 109 of Chapter 5 of the Acts of 2024, the *Advancing Nova Scotia Opportunities Act*, do come into force on and not before January 31, 2025;

**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 Sections 7 to 27, 29 to 61 and 65 to 109 of Chapter 5 of the Acts of 2024, the *Advancing Nova Scotia Opportunities Act*, do come into force on and not before January 31, 2025, 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, Michael John Savage, Chancellor of Our Order of Nova Scotia, Lieutenant Governor in and of Our Province of Nova Scotia.

**Given** at Our Government House in the Halifax Regional Municipality, this 30th day of January in the year of Our Lord two thousand and twenty-five and in the Third year of Our Reign.

## By Command:

#### PROVINCIAL SECRETARY ATTORNEY GENERAL AND MINISTER OF JUSTICE

#### N.S. Reg. 19/2025

Made: January 31, 2025 Filed: February 3, 2025 Standard Form of Lease Regulations

> Order dated January 31, 2025 Regulations made by the Director of Residential Tenancies pursuant to Section 8 of the *Residential Tenancies Act*

## In the matter of Section 8 of Chapter 401 of the Revised Statutes of Nova Scotia, 1989, the *Residential Tenancies Act*

-and-

#### In the matter of new regulations prescribing the standard form of lease made by the Director of Residential Tenancies

#### Order

I, Melissa Mosher, Director of Residential Tenancies for the Province of Nova Scotia, pursuant to Section 8 of Chapter 401 of the Revised Statutes of Nova Scotia, 1989, the *Residential Tenancies Act*, hereby make new regulations prescribing the standard form of lease in the form set forth in the attached Schedule "A," effective on and after the date that Section 6 of Chapter 12 of the Acts of 2024, *An Act to Amend Chapter 22 of the Acts of 2021, the Interim Residential Rental Increase Cap Act, and Chapter 401 of the Revised Statutes, 1989, the* 

#### Residential Tenancies Act, comes into force.

Dated and made January 31, 2025, at Halifax Regional Municipality, Province of Nova Scotia.

sgd. *Melissa Mosher* Melissa Mosher Director of Residential Tenancies

## Schedule "A"

## Regulations Respecting the Standard Form of Lease made by the Director of Residential Tenancies under Section 8 of Chapter 401 of the Revised Statutes of Nova Scotia, 1989, the *Residential Tenancies Act*

#### Citation

1 These regulations may be cited as the *Standard Form of Lease Regulations*.

#### Definitions

2 In these regulations, "Act" means the *Residential Tenancies Act*.

## Standard form of lease

3 A standard form of lease under subsection 8(2A) of the Act must be in the attached form.

#### **Standard Form of Lease**

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)

## Parties

1. This agreement is made in duplicate between

#### Landlord

name (first name, initial, last name or company name)

civic address (required)

city

phone (bus.)

phone (res.)

postal code

mailing address (required)

-and-

Tenant(s)

name(s)

name(s)

name(s)

#### Occupants

2. Other adults or children who will occupy premises:

#### name(s)

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

## Premises

**3.** The landlord will rent to the tenant and the tenant will rent from the landlord the premises at the following location:

street/apt. no./city or town		
Type of property (specify)		
Tenant's mailing address (P.O. bo	x, if applicable)	
	Postal code	
Tenant's phone #	(work)	(home)
<b>Emergency contact</b> 4. Next of kin		
name		
phone # (work)	(home)	
Agent		
Agent 5. The current agent for the land		
Agent         5. The current agent for the landle         name		
Agent 5. The current agent for the landle name civic address / mailing address phone # (work) / (home) Property manager	ord is	
Agent 5. The current agent for the landle name civic address / mailing address phone # (work) / (home) Property manager	ord is	
Agent 5. The current agent for the landle name civic address / mailing address phone # (work) / (home) Property manager 6. The current property manager	ord is	

7. The current superintendent for the building is

name

civic address / mailing address

phone #/ emergency phone #

## Electronic address for service of documents by landlord on tenant (optional)

**8.** The tenant(s) agree(s) that the following e-mail address(es) may be used to receive service of documents from the landlord:

(insert e-mail address)
(insert e-mail address)
 (insert e-mail address)

The tenant(s) may change the e-mail address by serving written notice of the new e-mail address to the landlord in accordance with subsection 15(1) of the Act.

If the tenant provides an e-mail address under this clause and the landlord serves any documents on the tenant by sending them electronically, the landlord must

- (a) send the documents to the e-mail address that was most recently provided by the tenant in accordance with this clause; and
- (b) send the documents from the e-mail address that was most recently provided by the landlord in accordance with clause 9 of this lease.

## Electronic address for service of documents by tenant on landlord (landlord must provide an e-mail address to receive documents if the tenant has provided one)

**9.** The landlord agrees that the following e-mail address may be used to receive service of documents from the tenant:

(insert e-mail address)

The landlord may change the e-mail address by serving written notice of the new e-mail address on at least one of the tenants listed in this lease in accordance with subsection 15(2) of the Act.

If the landlord provides an e-mail address under this clause and the tenant serves any documents on the landlord by sending them electronically, the tenant must

- (a) send the documents to the e-mail address that was most recently provided by the landlord in accordance with this clause; and
- (b) send the document from the e-mail address that was most recently provided by the tenant in accordance with clause 8 of this lease.

#### How to serve

**10.** All notices to quit or service of documents, except applications to the Director, must be in writing and served in accordance with Section 15 of the Act.

Applications to the Director must be served in accordance with subsections 13(2A), (2AA), (2B) and (2C) of the Act.

## **11.** Lease type (complete either 11A or 11B, but not both)

## **Periodic lease**

**11A.** The tenancy is to start on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and this shall be the anniversary date as defined in the Act.

The term is to run *(check one)*from year to year
from month to month
from week to week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

## OR

#### □ Fixed-term lease

**11B.** The tenancy is for a fixed term, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_. Any continuation of the tenancy at the end of a fixed term requires the written consent of the landlord. At the end of the fixed term, the tenancy is finished and the tenant must vacate.

#### **Public housing** (check if applicable)

12. □ The residential premises are administered under a public housing program as defined in clause 2(fa) of the *Residential Tenancies Act*. Program eligibility requirements and rules relating to changes in rent are contained in Schedule \_\_\_\_\_, attached. Where a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program. Tenants in a public housing program are not permitted to sublet the premises.

#### Rent

13. The tenant will pay rent of \$\_\_\_\_\_ per \_\_\_\_\_ (week/month) by:

 □ cash
 □ pre-authorized automatic withdrawal

 □ post-dated cheques
 □ cheque

 □ (specify)

Rent is due on the \_\_\_\_\_ day of each month/week and is payable to \_\_\_\_\_\_. A late payment fee, if any, shall be charged at no more than 1% per month of the monthly rental.

#### **Rent increases**

- 14. The landlord shall not increase the rent under this lease for 12 months. The landlord shall not give a notice of rent increase that provides for a different rent increase amount if the lease is renewed for a different type of term. The landlord must give a written notice to the tenant of an increase:
  - (a) 4 months before the effective date of the increase for a month-to-month or year-to-year lease;
  - (b) 8 weeks before the effective date of the increase for a week-to-week lease;
  - (c) 7 months before the anniversary date of a manufactured home space lease. Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

Where the landlord administers a public housing program and the amount of the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

#### **Rental incentive** (*if any*)

**15.** In signing this lease, the landlord has granted to the tenant the following incentives, which will remain in effect for the duration of the lease:

The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the provisions of the *Residential Tenancies Act* or sublets or assigns the residential premises to a tenant with the consent of the landlord.

#### **Rent includes**

**16.** The rent includes:

Appliances	Utilities	Other (specify)
$\Box$ stove	$\Box$ washer & dryer (coin operated)	□ lawn care
□ fridge	$\Box$ cable service	$\Box$ snow removal
$\Box$ washer & dryer	$\Box$ heat	$\Box$ garbage removal
□ dishwasher	□ water	□
□ furniture	$\Box$ hot water	
	□ electricity	□
	$\Box$ parking: # of spaces	□
	space #; #	
	$\Box$ facilities to separate recyclables,	
	organics and refuse	

The landlord is responsible for providing these services and the deletion of a service is deemed to be a rental increase.

The tenant	is	responsi	ble	for	the	fol	lowing:
		1.00000000	~				o o mage

$\Box$ lawn care	$\Box$ late payment charges
$\Box$ snow removal	$\Box$ returned cheque charges not to exceed \$
$\Box$ garbage removal	$\Box$ parking @ $\_$ /month; # of spaces
$\Box$ tenant insurance	$\Box$ locked out charges/keys not to exceed \$
$\Box$ separation of recyclables, organics and	$\Box$ assignment/sublet expenses incurred (not to exceed
refuse	\$75)

## 17. Additional obligations

Sec	urity	deposit	(check ap	oplicable bo	x)
18.	$\Box A$	security	deposit	is not req	uired.

## OR

 $\Box$  A security deposit of \$\_\_\_\_\_ (not to exceed 1/2 month's rent) will be deposited for the tenant by the landlord at \_\_\_\_\_\_ (*financial institution/branch*) in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord must file a security deposit claim form in accordance with Section 12A of the Act within 10 days of the termination of the lease if the deposit is not returned.

## Inspection

**19.** An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant no later than 7 days after the start of the tenancy and no later than 7 days after the end of the tenancy is recommended. If a report is prepared it shall form part of the lease.

 $\Box$  An inspection report is attached to the lease.

 $\Box$  An inspection report is not attached.

## Statutory conditions and reasonable rules

20. The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.

□ (check if applicable) The rules of the building are attached to this lease as Schedule \_\_\_\_\_.

## Assigning or subletting premises

**21.** The tenant may assign or sublet the premises, subject to the consent of the landlord. The landlord may not arbitrarily or unreasonably withhold consent or charge for consent unless the landlord has actually incurred expense in granting the consent.

## **Rental arrears**

- 22. In a fixed-term, year-to-year or month-to-month tenancy, where the tenant has not paid the rent on or before the 3rd day after the rent is due, on or after the 4th day after the rent is due the landlord may give to the tenant notice to quit. The notice to quit is to be effective no earlier than the 10th day after the date the notice to quit is given to the tenant. No later than 10 days after receiving the notice to quit, the tenant may
  - (a) pay to the landlord the rent that is in arrears, and on the payment of that rent the notice to quit is void and of no effect and this lease continues; or
  - (b) apply to the Director for an order setting aside the notice to quit.

If the tenant does not pay the rental arrears or make an application to the Director by the end of the 10th day after receiving the notice to quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where the tenant has not paid the rent on or before the 7th day after the rent is due, on or after the 8th day after the rent is due the landlord may give to the tenant notice to quit. The notice to quit is to be effective no earlier than the 7th day after the date the notice to quit is given to the tenant.

## Tenant's notice to quit (except fixed-term)

**23.** A notice to quit for a tenancy other than a fixed-term must be given by the tenant in writing in accordance with the following table:

<b>Type of Tenancy</b> (check applicable box)	Notice Period
□ year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date) OR if the tenant receives a notice of rent increase, at least 3 full months before the effective date of the rent increase
□ month-to-month	at least 1 full month before the end of any month
□ week-to-week	at least 1 full week before the end of any week
□ manufactured home space	at least 1 full month before the end of the tenancy

If the notice is to be given based on a period of 1 or more months, the notice must be given before the day of the month that rent is payable under this lease.

#### Landlord's notice to quit

24. A landlord may not give a notice to quit except in accordance with Section 10 of the *Residential Tenancies Act.* 

#### General

- **25.** This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, assigns and personal representatives.
- 26. All tenants signing this lease take full responsibility for all of its terms and conditions.

#### Attachments: (initials required)

 L.		

At least 1 tenant has received a copy of the Act in the following form: *(check applicable box)* 

- $\Box$  paper copy
- $\Box$  electronic copy
- $\Box$  web address for copy published online: \_

(insert web address)

within 10 days of the earliest of:

- (a) the date specified in the lease as the start of the tenancy;
- (b) signing the lease;
- (c) receiving keys to the premises;
- (d) taking possession of or occupying the premises.
- 2 \_\_\_\_\_ All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.
- 3 \_\_\_\_\_ All tenants have read, signed and received the rules and attachments to this lease.

## SIGN BOTH COPIES SEPARATELY. BEFORE YOU SIGN, PLEASE READ THE FOLLOWING NOTICE:

## **TENANTS: GIVING NOTICE**

IF YOU WISH TO TERMINATE A YEAR-TO-YEAR LEASE AT THE END OF THE LEASE TERM, the law requires that you must give at least 3 months' written notice on or before \_\_\_\_\_\_ (notice date—3 months prior to anniversary date).

Otherwise, the lease will automatically be renewed for another year.

IF YOU ARE IN A YEAR-TO-YEAR LEASE AND YOU RECEIVE A NOTICE OF RENT INCREASE FROM YOUR LANDLORD, you may terminate the lease by giving at least 3 months' written notice before the effective date of the rent increase. IF YOU WISH TO TERMINATE A MONTH-TO-MONTH LEASE OR A MANUFACTURED HOME SPACE LEASE, you must give at least 1 full month's written notice before the expiration of any such month.

IF YOU WISH TO TERMINATE A WEEKLY TENANCY, you must give 1 full week's written notice before the expiration of any such week.

Date

Landlord

# ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

Date	Tenant
Date	Tenant
Date	Tenant

## Schedule A: Statutory Conditions

(Section 9, Residential Tenancies Act)

#### **Statutory conditions**

9 (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

## **Statutory Conditions**

- 1. Condition of Premises The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 2. Services Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- **3. Good Behaviour** A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4. **Obligation of the Tenant** The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

- 5. [repealed]
- 6. Abandonment and Termination If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
- 7. Notice of Entry A landlord may enter the premises if the landlord has given the tenant notice of entry that
  - (a) is in writing;
  - (b) states the purpose of entry, which must be reasonable;
  - (c) states the date and time of the entry, which must be between eight o'clock in the morning and eight o'clock in the evening, unless the tenant agrees to a different time;
  - (d) is given by the landlord to the tenant at least twenty-four hours and not more than thirty days before the day of entry; and
  - (e) is delivered
    - (i) using a method set out in subsection 15(2) of the Act, or
    - (ii) by text sent to a telephone number provided by the tenant for the landlord to provide notice of entry.
- 7A. Entry without Written Notice A landlord shall not enter the premises without written notice unless
  - (a) there is an emergency and the entry is necessary to protect life or property;
  - (b) the tenant gives consent at the time of entry;
  - (c) the tenant gives consent not more than thirty days before the entry; or
  - (d) the tenant reasonably appears to have abandoned the residential premises.
- 8. Entry Doors Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
- **9.** Late Payment Penalty Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.
- (2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

## Statutory Conditions Respecting Lease of a Manufactured Home Space or a Manufactured Home in a Land-lease Community

- 1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- **1A.** Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- **1B.** The consent of the landlord required by Statutory Condition 1A will not arbitrarily or unreasonably be withheld.
- **1C.** The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A, other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.
- **1D.** The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A, consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
- 2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
  - (a) after the tenant enters into the tenancy agreement; and
  - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.
- 3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
  - (2) The landlord may set reasonable standards for manufactured home equipment.
  - (3) Where a person who does not live in the land-lease community and who is offering goods or services for sale
    - (a) unduly disturbs the peace and quiet of the land-lease community;
    - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
    - (c) violates the traffic rules of the land-lease community,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in

the land-lease community.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

#### N.S. Reg. 20/2025

Made: February 4, 2025
Filed: February 4, 2025
Proclamation, S. 10 and S. 18 of Schedule, S.N.S. 2023, c. 12–Part IV and Schedule

Order in Council 2025-18 dated February 4, 2025 Proclamation made by the Governor in Council pursuant to Section 10 and Section 18 of the Schedule to the *Financial Measures (Fall 2023) Act* 

The Governor in Council on the report and recommendation of the Minister of Finance and Treasury Board dated January 6, 2025, pursuant to Section 10 of Chapter 12 and to Section 18 of the Schedule to Chapter 12 of the Acts of 2023, the *Financial Measures (Fall 2023) Act*, is pleased to order and declare by proclamation that Part IV of and the Schedule to Chapter 12 of the Acts of 2023, the *Financial Measures (Fall 2023) Act*, do come into force on and not before February 4, 2025.

L.S.

## Canada Province of Nova Scotia

**Charles the Third**, by the Grace of God King of Canada and His Other Realms and Territories, Head of the Commonwealth.

To all to whom these presents shall come, or whom the same may in any wise concern,

## Greeting!

#### A Proclamation

**Whereas** in and by Section 10 of Chapter 12 and Section 18 of the Schedule to Chapter 12 of the Acts of 2023, the *Financial Measures (Fall 2023) Act*, it is enacted as follows:

- **10** Part IV comes into force on such day as the Governor in Council orders and declares by proclamation.
- **18** 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 Part IV of and the Schedule to Chapter 12 of the Acts of 2023, the *Financial Measures (Fall 2023) Act*, do come into force on and not before February 4, 2025;

**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 Part IV of and the Schedule to Chapter 12 of the Acts of 2023, the *Financial Measures (Fall 2023) Act*, do come into force on and not before February 4, 2025, 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, Michael John Savage, Chancellor of Our Order of Nova Scotia, Lieutenant Governor in and of Our Province of Nova Scotia.

**Given** at Our Government House in the Halifax Regional Municipality, this 4th day of February in the year of Our Lord two thousand and twenty-five and in the Third year of Our Reign.

## By Command:

## PROVINCIAL SECRETARY ATTORNEY GENERAL AND MINISTER OF JUSTICE

N.S. Reg. 21/2025 Made: February 4, 2025 Filed: February 4, 2025 Private Sector Pension Plan Transfer Regulations

> Order in Council 2025-19 dated February 4, 2025 Regulations made by the Governor in Council pursuant to Section 17 of the *Private Sector Pension Plan Transfer Act*

The Governor in Council on the report and recommendation of the Minister of Finance and Treasury Board dated January 6, 2025, and pursuant to Section 17 of the Schedule to Chapter 12 of the Acts of 2023, the *Private Sector Pension Plan Transfer Act*, is pleased to make regulations respecting the transfer of private sector pension plans into the Public Service Superannuation Plan, in the form set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after February 4, 2025.

Schedule "A"

Regulations Respecting the Transfer of Private Pension Plans into the Public Service Superannuation Plan made by the Governor in Council under Section 17 of the Schedule to Chapter 12 of the Acts of 2023, the *Private Sector Pension Plan Transfer Act* 

#### Citation

1 These regulations may be cited as the *Private Sector Pension Plan Transfer Regulations*.

#### Definitions

2 (1) In these regulations,

"Act" means the Private Sector Pension Plan Transfer Act;

"advisory committee" means an advisory committee as defined in the Pension Benefits Regulations

established in respect of the designated plan;

"annual statement to active members" means an annual statement to members as defined in the *Pension Benefits Regulations*;

"bargaining agent" means a bargaining agent as defined in the *Trade Union Act* that represents active members of the designated plan;

"bridging benefit" means a bridging benefit as defined in the Pension Benefits Act;

"defined benefit" means a defined benefit as defined in the Pension Benefits Act;

"defined contribution account" means a defined contribution account as defined in the *Pension Benefits Regulations*;

"defined contribution benefit" means a defined contribution benefit as defined in the *Pension Benefits Act*;

"going concern assets" means going concern assets as defined in the Pension Benefits Regulations;

"going concern liabilities" means going concern liabilities as defined in the *Pension Benefits Regulations*;

"normal cost" means normal cost as defined in the Pension Benefits Regulations;

"Pension Benefits Regulations" means the Pension Benefits Regulations made under the Pension Benefits Act;

"retirement savings arrangement" means a retirement savings arrangement as defined in the *Pension Benefits Regulations*;

"solvency assets" means solvency assets as defined in the Pension Benefits Regulations;

"solvency liabilities" means solvency liabilities as defined in the Pension Benefits Regulations;

"special allowance" means a special allowance as defined in the *Pension Benefits Regulations*;

"special payment" means a special allowance as defined in the Pension Benefits Regulations;

"surplus" means a surplus as defined in the Pension Benefits Act;

"transfer ratio" means a transfer ratio as defined in the Pension Benefits Regulations;

"valuation report" means a valuation report as defined in the Pension Benefits Regulations;

"variable benefits account" means a variable benefits account as defined in the *Pension Benefits Regulations*.

(2) In the Act and these regulations,

"active member" means a member as defined in the Pension Benefits Act;

"assets" means assets as defined in the *Pension Benefits Act*;

"commuted value" means commuted value as defined in the Pension Benefits Act;

"deferred pension" means a deferred pension as defined in the Pension Benefits Act;

"former member" means a former member as defined in the Pension Benefits Act;

"retired member" means a retired member as defined in the Pension Benefits Act;

"trade union" means a trade union as defined in the Trade Union Act.

#### Notices to active members, former members, retired members and others

3 (1) A notice under clause 7(1)(a) of the Act must contain the following information:

- (a) for active members of the designated plan who are included in the proposed transfer, the information set out in Section 2 of Schedule 1: Information Required for Notices;
- (b) for former members, retired members and other persons entitled to benefits under the designated plan who are included in the proposed transfer, the information set out in Section 3 of Schedule 1: Information Required for Notices;
- (c) for active members, former members and retired members and other persons entitled to benefits under the designated plan who are not included in the proposed transfer, the information set out in Section 5 of Schedule 1: Information Required for Notices.
- (2) The information contained in a notice under clause 7(1)(a) of the Act must be prepared as of a date that is no earlier than 6 months before the date on which the notice is sent.

#### Notices to bargaining agents and advisory committees

- 4 (1) A transferring employer must make reasonable efforts to provide a bargaining agent or advisory committee that represents active members, former members, retired members or other persons entitled to benefits under the designated plan all of the following notices:
  - (a) if any of the active members represented by the bargaining agent or advisory committee are included in the proposed transfer, a notice containing the information set out in Section 4 of Schedule 1: Information Required for Notices;
  - (b) if any of the active members, former members, retired members or other persons entitled to benefits under the designated plan represented by the bargaining unit or advisory committee are not included in the proposed transfer, a notice containing the information set out in Section 6 of Schedule 1: Information Required for Notices.
  - (2) The information contained in a notice under subsection (1) must be prepared as of a date that is no earlier than 6 months before the date on which the notice is sent.

#### Authority to use electronic transmission

5 A transferring employer or pension plan administrator may use electronic means that comply with the *Electronic Commerce Act* to send any notices, statements and other information to members, former members, retired members and other persons entitled to benefits under the designated plan, if the transferring employer or pension plan administrator have the person's permission to do so.

## Bargaining agent may vote on behalf of members

6 A bargaining agent may vote on behalf of the active members it represents who are included in a proposed transfer for the purpose of clause 7(1)(c) of the Act.

#### Information required for Superintendent's consent

- 7 The Superintendent must not consent to a transfer agreement unless the transferring employer has provided the Superintendent with all of the following information:
  - (a) the transfer agreement;
  - (b) the transfer date, if not stated in the transfer agreement;
  - (c) a copy of each of the following notices regarding the proposed transfer, unless the notice was already provided to the Superintendent under clause 7(1)(b) of the Act, together with a statement indicating the date that each of the notices was sent:
    - (i) certified specimens of any notices sent to active members, former members, retired members and other persons entitled to benefits under the designated plan,
    - (ii) any notices sent to any bargaining agent that represents active members of the designated plan,
    - (iii) any notices sent to an advisory committee for the designated plan;
  - (d) any amendments to the designated plan relating to the transfer;
  - (e) all of the following, based on the assumption that the transfer had commenced and was completed as proposed, as of the date the information was prepared:
    - (i) an estimate of the percentage of the going concern liabilities and the solvency liabilities that relate to the total of all of the entitlements under the designated plan for which responsibility is to be transferred to the Superannuation Plan,
    - (ii) an estimate of the amount of the going concern liabilities, going concern assets, solvency liabilities, solvency assets and the transfer ratio of the designated plan,
    - (iii) an estimate of the amount of the normal cost and special payments required to be made to the designated plan,
    - (iv) an estimate of the amount of the assets to be transferred from the designated plan to the Superannuation Plan,
    - (v) an estimate of the total amount, if any, to be paid under subsection 9(1) into retirement savings arrangements and to be paid under subsection 9(2) as lump sums to individuals.

## Criteria for Superintendent's consent

- 8 (1) Subject to the requirements of subsection 6(2) of the Act and subsection (2), the Superintendent must consent to the transfer if all of the following criteria are met:
  - (a) the transferring employer has made reasonable efforts to provide notice of the proposed transfer to all of the following:
    - (i) active members, former members, retired members and other persons entitled to benefits under the designated plan in accordance with clause 7(1)(a) of the Act and Section 3,
    - (ii) any bargaining agent or advisory committee that represents active members, former members, retired members or other persons entitled to benefits under the designated

plan in accordance with Section 4;

- (b) a vote of the active members, former members, retired members and other persons entitled to benefits under the designated plan who are included in the proposed transfer was held and support was obtained for the proposed transfer in accordance with clause 7(1)(c) of the Act;
- (c) the transferring employer has provided the Superintendent with all the information required by Section 7;
- (2) The Superintendent's consent under subsection (1) is conditional on the transfer meeting all of the following requirements:
  - (a) the pension entitlement of every transferring non-retired member under the Superannuation Plan is no less than their pension entitlement under the designated plan as of the transfer date, as adjusted for any payments made to or on behalf of the transferring non-retired members under Section 9;
  - (b) the pension entitlement of every transferring retired member under the Superannuation Plan as of the transfer date is no less than their pension entitlement under the designated plan as of the transfer date;
  - (c) if the transfer relates to a partial transfer of assets from the defined benefit provision of the designated plan, the transfer ratio of the designated plan on the transfer date must be equal to or greater than the transfer ratio of the designated plan, determined on the transfer date as if the transfer had not occurred.
- (3) Nothing in clause (2)(c) prevents a designated employer from making payments into the pension fund of the designated plan effective as of the transfer date to meet the requirements of clause (2)(c).

## **Excess transfers**

- **9** (1) If the amount of the assets to be transferred in relation to a transferring member's entitlement is greater than the amount allowed under the *Income Tax Act* (Canada) for such a transfer, the administrator of the designated plan must pay the portion that exceeds the allowed amount into a retirement savings arrangement on behalf of the transferring member.
  - (2) If the amount to be paid under subsection (1) into a retirement savings arrangement is greater than the amount prescribed under the *Income Tax Act* (Canada) for such a transfer, the administrator of the designated plan must pay the portion that exceeds the prescribed amount as a lump sum to the transferring member.

## Surplus

10 If, after a transfer, there are no active members, former members, retired members or other persons entitled to benefits under the defined benefit provision of a designated plan, the amount of the remaining assets in the designated plan, excluding any assets that relate to defined contribution benefits, is deemed to be surplus.

## **Deadline for completing transfer**

11 A transfer must be completed no later than 120 days after the date that the Superintendent consents to the transfer.

## Notice of completion of transfer

12 No later than 210 days after a transfer is completed, the administrator of the designated plan must file with the Superintendent all of the following documents:

- (a) a statement certifying that the transfer has been made in accordance with the Act and these regulations;
- (b) if the transfer relates to a partial transfer of assets from the defined benefit provision of the designated plan, a valuation report that includes the amount of the assets transferred from the designated plan to the Superannuation Plan;

## **Extension of time**

13 On receipt of a written request, the Superintendent may extend any time limit imposed by these regulations, on any terms and conditions that the Superintendent considers appropriate.

## **Schedule 1: Information Required for Notices**

Note: This document is Schedule 1 to the *Private Sector Pension Plan Transfer Regulations* (Nova Scotia). It forms part of the regulations and must be read, construed and interpreted in conjunction with the *Private Sector Pension Plan Transfer Act* and its regulations.

## **Definitions for Schedule**

1 In this Schedule,

"Act" means the Private Sector Pension Plan Transfer Act;

"regulations" means the Private Sector Pension Plan Transfer Regulations made under the Act;

"transfer date" means the proposed effective date of transfer under the terms and conditions of transfer agreed to between the Trustee and the transferring employer.

## Notice to active members included in transfer

- 2 All of the following information must be included in a notice to each active member of the designated plan who is included in the proposed transfer:
  - (a) the transfer date;
  - (b) the date as of which the information in the notice was prepared;
  - (c) a statement that the information in the notice is only current to the date as of which the information was prepared and that the values contained in the notice are estimates that may change between that date and the transfer date;
  - (d) a statement that the values and applicable Superannuation Plan provisions at the transfer date will be used to determine the individual's entitlements under the Superannuation Plan and to any other payments;
  - (e) as it relates to the designated plan, all of the following:
    - (i) the information required for an annual statement to active members,
    - (ii) a description of any indexing that applies to the individual's pension benefit,
    - (iii) particulars about any bridging benefit, including special allowance, payable to the individual and the dates that the benefit commences and ceases to be paid;
  - (f) as it relates to the Superannuation Plan, all of the following:

- (i) any formula used to compute the individual's pension benefit,
- (ii) an estimate of the number of years of service that would be credited to the individual,
- (iii) an estimate of the individual's normal retirement date,
- (iv) an estimate of the annual amount of pension benefit that would be payable on the individual's normal retirement date,
- (v) an estimate of the earliest date that the individual would be eligible to receive an unreduced pension,
- (vi) particulars about any integration of the individual's pension entitlement with pensions payable under the *Canada Pension Plan* or the *Old Age Security Act* (Canada), and the effect of the integration,
- (vii) particulars about any benefit payable on the death of the individual,
- (viii) a description of any indexing that would apply to the individual's pension benefit,
- (ix) particulars about any bridging benefit, including special allowance, payable to the individual and the dates that the benefit would commence and cease to be paid;
- (g) a description of any differences in the rate at which contributions would be made by the individual under the designated plan and under the Superannuation Plan;
- (h) a description of any differences in the pension benefits and ancillary benefits provided under the designated plan and under the Superannuation Plan;
- (i) an explanation of how the security of the individual's pension benefits and ancillary benefits might be affected as a result of the transfer;
- (j) an estimate of any payment to be made into a retirement savings arrangement on the individual's behalf under subsection 9(1) of the regulations as a result of the proposed transfer, including any deadlines for providing information to the administrator of the designated plan;
- (k) an estimate of any lump sum amount that the individual would be entitled to under subsection 9(2) of the regulations as a result of the transfer, including any deadlines for providing information to the administrator of the designated plan;
- (1) the information in Section 7 of this Schedule about accessing filed documents in relation to the transfer;
- (m) the statements in Section 8 of this Schedule about the vote required for the proposed transfer;
- (n) the name and contact information for any bargaining agent that represents the active member;
- (o) the name and contact information for any advisory committee for the designated plan.

#### Notice to former members, retired members or other persons included in transfer

3 All of the following information must be included in a notice to each former member, retired member or other person entitled to benefits under the designated plan who is included in the proposed transfer:

- (a) the name of the individual and their date of birth;
- (b) the name of the designated plan and its provincial registration number;
- (c) the transfer date;
- (d) the date as of which the information in the notice was prepared;
- (e) for a former member or other person entitled to benefits under the designated plan, a statement that the information in the notice is only current to the date as of which the information was prepared and that the values contained in the notice may change between that date and the transfer date;
- (f) for a former member, a statement that the values and applicable Superannuation Plan provisions at the transfer date will be used to determine the individual's entitlements under the Superannuation Plan and to any other payments;
- (g) as it relates to the designated plan, all of the following:
  - (i) a description of any indexing that applies to the individual's entitlement,
  - (ii) particulars about any bridging benefit, including special allowance, payable to the individual and the dates that the benefit commences and ceases to be paid,
  - (iii) particulars about any benefit payable on the death of the individual,
  - (iv) for an individual who is entitled to a deferred pension, the amount of the deferred pension,
  - (v) for a former member who is not entitled to a deferred pension, the accumulated amount of their contributions, including interest credited to the contributions,
  - (vi) for a retired member or a person receiving a pension under the designated plan who is not a retired member, all of the following:
    - (A) the annual amount of any pension they are receiving from a defined benefit provision under the designated plan,
    - (B) if any part of their pension results from a defined contribution provision,
      - (I) the balance of their defined contribution account,
      - (II) the balance of their variable benefits account, if applicable,
      - (III) a statement that the member's defined contribution account and variable benefits account, if applicable, will not be part of the proposed transfer;
- (h) as it relates to the Superannuation Plan, all of the following:
  - (i) for an individual who is entitled to a deferred pension, all of the following:
    - (A) an estimate of the individual's normal retirement date,

- (B) an estimate of the annual amount of the pension benefit that would be payable on the individual's normal retirement date,
- (C) an estimate of the earliest date that the individual would be eligible to receive an unreduced pension,
- (D) a description of any indexing that would apply to the individual's pension benefit,
- (E) particulars about any bridging benefit, including special allowance, payable to the individual and the dates that the benefit would commence and cease to be paid,
- (ii) for an individual who is receiving a pension under the designated plan, all of the following:
  - (A) the annual amount of pension they would be entitled to under the Superannuation Plan,
  - (B) a description of any indexing that would apply to the individual's pension,
- (iii) particulars about any benefit payable under the Superannuation Plan on the death of the former member, retired member or other person entitled to benefits;
- (i) a description of any differences in the pension benefits and ancillary benefits provided under the designated plan and under the Superannuation Plan;
- (j) an explanation of how the security of their entitlement under the designated plan might be affected as a result of the transfer;
- (k) the information in Section 7 of this Schedule about accessing filed documents in relation to the transfer;
- (1) the statements in Section 8 of this Schedule about the vote required for the proposed transfer;
- (m) the name and contact information for any advisory committee for the designated plan.

# Notice to bargaining agent or advisory committee for active members, former members or retired members included in transfer

- 4 All of the following information must be included in a notice to a bargaining agent or advisory committee that represents active members, former members or retired members who are included in the proposed transfer:
  - (a) the name of the designated plan and its provincial registration number;
  - (b) the transfer date;
  - (c) the date as of which the information in the notice was prepared;
  - (d) a statement that the information in the notice is only current to the date as of which the information was prepared and that the values contained in the notice may change between that date and the transfer date;
  - (e) a statement that the values and applicable Superannuation Plan provisions at the transfer date will be used to determine the entitlements of those individuals under the Superannuation Plan

and to any other payments;

- (f) a description of any differences in the rate at which contributions are to be made by the active members under the designated plan and under the Superannuation Plan;
- (g) a description of any differences in the pension benefits and ancillary benefits provided under the designated plan and under the Superannuation Plan;
- (h) a description of the accrued pension benefits for which the employer will continue to be responsible;
- (i) the transfer ratio of the designated plan as at both the valuation date of the last filed valuation report and the date the information was prepared;
- (j) for a notice to a bargaining agent, the number of active members included in the proposed transfer who are members of the bargaining unit represented by the bargaining agent and a list of their names;
- (k) the statements in Section 7 of this Schedule about the vote required for the proposed transfer, with a statement that the bargaining agent may vote on behalf of the active members it represents who are included in the proposed transfer.

#### Notice to active members, former members, retired members or other persons not included in transfer

- 5 All of the following information must be included in a notice to each active member, former member, retired member or other person entitled to benefits under the designated plan who is not included in the proposed transfer:
  - (a) the name of the individual;
  - (b) the name of the designated plan and its provincial registration number;
  - (c) the transfer date;
  - (d) whether the proposed transfer is in relation to any or all of the active members, former members, retired members or other persons entitled to benefits and to which of these groups the transfer relates;
  - (e) an explanation of how the security of the individual's entitlement under the designated plan might be affected as a result of the proposed transfer;
  - (f) the amount of the going concern liabilities, going concern assets, solvency liabilities and solvency assets of the designated plan as of the date the information was prepared, which must not be earlier than 6 months before the date on which the notice was sent;
  - (g) all of the following, based on the assumption that the transfer had commenced and was completed as proposed, as of the date the information was prepared:
    - (i) an estimate of the amount of the assets that would be transferred from the designated plan to the Superannuation Plan,
    - (ii) an estimate of the percentage of the going concern liabilities and solvency liabilities that relate to the benefits of the designated plan for which responsibility would be transferred to the Superannuation Plan,

- (iii) an estimate of the amount of the going concern liabilities, going concern assets, solvency liabilities and solvency assets of the designated plan;
- (h) the transfer ratio of the designated plan as at both the valuation date of the last filed valuation report and the date the information was prepared;
- (i) an explanation of the transfer ratio and how it relates to the level of funding of the designated plan;
- (j) the information in Section 7 of this Schedule about accessing filed documents in relation to the transfer;
- (k) for an active member, the name and contact information for any bargaining agent that represents them;
- (1) the name and contact information for any advisory committee for the designated plan.

# Notice to bargaining agent or advisory committee for active members, former members or retired members not included in transfer

- 6 All of the following information must be included in a notice to a bargaining agent or advisory committee that represents active members, former members or retired members who are included in the proposed transfer:
  - (a) the name of the designated plan and its provincial registration number;
  - (b) the transfer date;
  - (c) whether the proposed transfer is in relation to any or all of the active members, former members, retired members or other persons entitled to benefits and to which of these groups the transfer relates;
  - (d) an explanation of how the security of the individual's entitlement under the designated plan might be affected as a result of the proposed transfer;
  - (e) the amount of the going concern liabilities, going concern assets, solvency liabilities and solvency assets of the designated plan as of the date the information was prepared, which must not be earlier than 6 months before the date on which the notice was sent;
  - (f) all of the following, based on the assumption that the transfer had commenced and was completed as proposed, as of the date the information was prepared:
    - (i) an estimate of the amount of the assets that would be transferred from the designated plan to the Superannuation Plan,
    - (ii) an estimate of the percentage of the going concern liabilities and solvency liabilities that relate to the benefits of the designated plan for which responsibility would be transferred to the Superannuation Plan,
    - (iii) an estimate of the amount of the going concern liabilities, going concern assets, solvency liabilities and solvency assets of the designated plan;
  - (g) the transfer ratio of the designated plan as at both the valuation date of the last filed valuation report and the date the information was prepared;

- (h) an explanation of the transfer ratio and how it relates to the level of funding of the designated plan;
- (i) the information in Section 7 of this Schedule about accessing filed documents in relation to the transfer.

## Information to be included in notices about accessing filed documents

- 7 All of the following information must be included in the notices under Sections 2, 3, 4, 5 and 6 of this Schedule about accessing filed documents:
  - (a) a statement about how to obtain copies of any documents filed with the Superintendent with respect to the transfer;
  - (b) a statement that the documents filed with the Superintendent are available for inspection at the premises of the administrator of the designated plan or at a location that is agreed upon by the administrator and the person making the request;
  - (c) a statement that personal information about an individual is not available for inspection unless the individual's prior consent in writing is obtained.

## Statements to be included in notices about vote

- 8 All of the following statements must be included in a notice to a person who is eligible to participate in a vote required under clause 7(1)(c) of the Act:
  - (a) the person will be given an opportunity to signify on the election form that they consent or object to the transfer in respect of their entitlement under the designated plan;
  - (b) a bargaining agent may vote on behalf of any person they represent;
  - (c) the transfer cannot be made if either of the following occurs:
    - (i) more than one third of the active members in the designated plan who are included in the proposed transfer vote against the transfer, or
    - (ii) more than one third of all those retired members, former members and other persons entitled to benefits under the designated plan who are included in the proposed transfer vote against the transfer;
  - (d) the person is deemed not to have objected to the transfer if either of the following occurs:
    - (i) they, or their bargaining agent, as applicable, do not clearly object to the transfer on the election form, or
    - (ii) the election form is not received by the administrator of the designated plan by the deadline set out in the election form.

#### N.S. Reg. 22/2025 to 23/2025

Made: June 26, 2024 and February 4, 2025
Approved: February 4, 2025
Filed: February 4, 2025
Designation of Insurable Crops and Livestock Regulations-amendment; Livestock Price Insurance Plan Regulations

> Order in Council 2025-21 dated February 4, 2025 Amendment to regulations made by the Governor in Council and regulations made by the Nova Scotia Crop and Livestock Insurance Commission and approved by the Governor in Council pursuant to Sections 6 and 7 of the *Crop and Livestock Insurance Act*

The Governor in Council on the report and recommendation of the Minister of Agriculture dated January 7, 2025, is pleased, effective on and after February 4, 2025,

- (a) pursuant to Section 77 of Chapter 2 of the Acts of 2010, the *Finance Act*, to authorize the Minister of Agriculture and the Nova Scotia Crop and Livestock Insurance Commission entering into net debt obligations in the form of indemnities for the purpose of agreements with the Minister of Agriculture and Agrifood Canada, the Agriculture Financial Services Corporation of Alberta and the Agri-Commodity Management Association;
- (b) pursuant to Section 7 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, to amend the *Designation of Insurable Crops and Livestock Regulations*, N.S. Reg. 22/2005, made by the Governor in Council by Order in Council 2005-66 dated February 18, 2005, for the purposes of including beef cattle as an insurable livestock, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation; and
- (c) pursuant to Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, to approve regulations made by the Nova Scotia Crop and Livestock Commission respecting a livestock price insurance plan, in the form set forth in Schedule "B" attached to and forming part of the report and recommendation.

## N.S. Reg. 22/2025

Designation of Insurable Crops and Livestock Regulations-amendment

#### Schedule "A"

## Amendment to the *Designation of Insurable Crops and Livestock Regulations* made by the Governor in Council under Section 7 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*

Section 4 of the *Designation of Insurable Crops and Livestock Regulations*, N.S. Reg. 22/2005, made by the Governor in Council by Order in Council 2005-66 dated February 18, 2005, is amended by repealing clauses (a), (b) and (c) and substituting the following clauses:

- (a) cattle;
- (b) poultry.

## N.S. Reg. 23/2025

Livestock Price Insurance Plan Regulations

#### Schedule "B"

#### Nova Scotia Crop and Livestock Insurance Commission

I certify that the Nova Scotia Crop and Livestock Insurance Commission, at a meeting held June 26, 2024, passed a motion to make regulations respecting a livestock price insurance plan in the form set out in the attached.

The regulations are effective on and after the date they are approved by the Governor in Council and filed with the Office of the Registrar of Regulations.

Dated and signed at Truro, Nova Scotia, on December 18, 2024.

Nova Scotia Crop and Livestock Insurance Commission

Per: sgd. *Nicholas Bell* Nicholas Bell Executive Secretary

## Regulations Respecting a Livestock Price Insurance Plan made by the Crop and Livestock Insurance Commission under Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the Crop and Livestock Insurance Act

## Citation

1 These regulations may be cited as the *Livestock Price Insurance Plan Regulations*.

## Definitions

2 In these regulations,

"Act" means the Crop and Livestock Insurance Act;

"calves" means bovines that are not typically weaned from the cow and are under 1 year of age and for which the intended use is to provide meat for human consumption;

"Commission" means the Nova Scotia Crop and Livestock Insurance Commission;

"eligible livestock" means feeder cattle or calves that qualify for insurance under Section 7;

"eligible person" means a person who qualifies for insurance under Section 6;

"feeder cattle" means bovines that are nearly weaned or weaned from the cow and are on a backgrounding ration not intended to finish them and for which the intended use is to provide meat for human consumption;

"insurance policy" means the specific price insurance provided to an eligible person by the Commission under the livestock price insurance contract; "insured person" means an eligible person who has a valid livestock price insurance contract with the Commission;

"MLPIP" means the Maritime Livestock Price Insurance Program, which is a program established pursuant to a multilateral agreement between the government of Canada and the provinces of New Brunswick, Nova Scotia and Prince Edward Island, and which is further set out in the Maritime Program Specifications Document, attached to the multilateral agreement, each as amended or replaced from time to time;

"program administrator" means the Agriculture Financial Services Corporation established in the province of Alberta by the *Agriculture Financial Services Corporation Act* (Alberta).

#### **Designation of perils**

3 For the purpose of these regulations, unexpected price decline, established using an indexed settlement price and forward price methodologies as set out in the MLPIP, is designated as an insurable peril.

#### Insurance program established

- 4 (1) These regulations establish a livestock price insurance plan in the Province for the purpose of providing insurance for an unexpected price decline of insured livestock.
  - (2) Subject to the Act and these regulations, the Commission may provide insurance in accordance with the MLPIP to an eligible person for an unexpected price decline of insured livestock.
  - (3) The Commission is the designated insurer under the MLPIP for the Province.
  - (4) The Commission is authorized under the Act to enter into an agreement with the program administrator to provide certain administrative services for the livestock price insurance program, which must include all of the following:
    - (a) determining program methodologies, including premium rate methodologies;
    - (b) assessing and paying all claims for indemnity under the livestock price insurance contract and notifying the insured person of their right to appeal the assessment of their claim;
    - (c) providing the Commission with an accounting of all transactions and administrative costs at any time the Commission may reasonably request.
  - (5) The Commission may issue program policies respecting livestock price insurance that bind all existing and future contracts and insurance policies, provided that the program policies are consistent with these regulations.

#### Exemptions from certain regulations under Act

5 The livestock price insurance plan is exempt from the requirements of the *Premium Rates for Insurable Crops and Livestock Regulations* made under the Act and the *General Crop Insurance Plans Regulations* made under the Act.

#### Eligibility

- 6 (1) A person may apply to the Commission for livestock price insurance if the person meets all of the following requirements:
  - (a) they are the producer of the eligible livestock for which livestock price insurance is sought;
  - (b) they report the majority of their farm income or loss for tax purposes in the Province;

- (c) they have filed or will file an income tax return for farm income from livestock operations in the Province for either of the following:
  - (i) the year before the year for which an application is made under these regulations, or
  - (ii) the year for which an application is made under these regulations;
- (d) if the applicant is an individual, they are 19 years of age or older.
- (2) A status Indian who carries on the business of farming on a reserve and who did not file an income tax return with respect to farm income from livestock operations in the Province is eligible to participate in the program, provided that they otherwise meet the eligibility requirements of the program.
- (3) In this Section, "status Indian" means a person entitled to be registered within the meaning of Section 6 of the *Indian Act* (Canada).

## **Eligibility of livestock**

- 7 (1) For feeder cattle to be insurable under an insurance policy, a producer must demonstrate that they have owned the feeder cattle for at least 60 continuous days in an insurable period.
  - (2) For calves to be insurable under an insurance policy, a producer must demonstrate that they have owned the calves for at least 60 continuous days in an insurable period.

#### **Program terms**

- 8 (1) The Commission must establish the forms to be used for a livestock price insurance application and a livestock price insurance contract.
  - (2) The Commission may, at any time, establish a maximum value to which it will insure under an insurance policy for a designated period of time.
  - (3) The Commission may, in its discretion, suspend sales of new insurance policies based on any of the following factors:
    - (a) conditions outlined in the livestock price insurance contract;
    - (b) unstable market conditions;
    - (c) insufficient data;
    - (d) conditions that may place the Government of Nova Scotia or the Commission at unacceptable risk.
  - (4) Insurance provided by the Commission under these regulations is subject to the terms and conditions set out in the livestock price insurance contract.

#### Application

**9** To apply for a livestock price insurance contract, an eligible person must submit a completed application on the approved form at least 5 business days before the date the eligible person wishes to have the livestock price insurance contract take effect.

#### Livestock price insurance contract

10 (1) A livestock price insurance contract consists of all of the following:

- (a) a completed application form;
- (b) a copy of these regulations;
- (c) a signed copy of the livestock price insurance contract;
- (d) a copy of any program policies issued by the Commission.
- (2) A livestock price insurance contract becomes a binding agreement between an eligible person and the Commission when the livestock price insurance application is approved by the Commission.
- (3) A livestock price insurance contract remains in force until it is cancelled or terminated in accordance with these regulations and the terms and conditions of the contract.
- (4) If a document referred to in subsection (1) is amended while the contract is in force, the contract remains in force as amended and a copy of the amended document must be delivered to the insured person.
- (5) The Commission may refuse to offer a livestock price insurance contract to an applicant.

#### Cancellation of livestock price insurance contract

- 11 (1) An insured person or the Commission may give written notice to the other party at any time that they wish to cancel a livestock price insurance contract, and the cancellation will take effect once all of the insured person's insurance policies expire.
  - (2) The Commission may cancel a livestock price insurance contract and any outstanding insurance policies with immediate effect if the insured person does any of the following:
    - (a) fails or neglects to pay any portion of any premium owing to the Commission;
    - (b) fails or neglects to reimburse the Commission for any overpayment of indemnities for any insurance plan in which the insured person is enrolled;
    - (c) breaches any term of the livestock price insurance contract;
    - (d) ceases to qualify as an eligible person;
    - (e) fails to cooperate with the Commission or program administrator;
    - (f) provides false or misleading information or makes a misrepresentation or negligent misstatement related to their livestock price insurance application or livestock price insurance contract.
  - (3) An insured person whose livestock price insurance contract or insurance policy is cancelled under subsection (2) forfeits the right to receive a payment of indemnity or a refund of any premiums paid.
  - (4) If 2 years have elapsed since an insured person's last active insurance policy expired, the Commission may cancel the livestock price insurance contract unless the insured person requests in writing that the contract not be cancelled.

#### **Insurance policies**

12 (1) The insurable period begins when the Commission issues an insurance policy under the livestock price insurance contract.

- (2) An insurance policy applies only for the term of the insurable period.
- (3) An insurance policy is in force from the date it is approved until the end date specified in the insurance policy.

#### **Cancellation of insurance policy**

- 13 (1) The Commission may cancel an outstanding policy at any time by providing written notice to the insured person, and the policy will end, but the livestock price insurance contract and any other active policies remain in effect.
  - (2) An insured person may cancel an insurance policy by providing written notice to the Commission, or its delegate, and thereby forfeit the premium providing all program eligibility requirements have been fulfilled.
  - (3) The program administrator will cancel an insured person's insurance policy after receiving a written request from the producer.
  - (4) Cancellation of a policy under subsection (2) does not cancel the livestock price insurance contract or any other active policies under the contract.

#### Arbitration

14 If the Commission and an insured person fail to resolve any dispute arising out of the adjustment of loss under a livestock price insurance contract and either party wishes the dispute [be] determined by arbitration, that party must notify the other party and the Crop and Livestock Insurance Commission Arbitration Board in writing no later than 90 days after the end of the policy period in which the loss occurred that they wish the dispute to be determined in accordance with the *Arbitration Proceedings Regulations* made under the Act.

#### N.S. Reg. 24/2025 to 29/2025

Made: February 4, 2025
Filed: February 4, 2025
Nova Scotia Offshore Area Certificate of Fitness Regulations-repeal;
Nova Scotia Offshore Area Petroleum Geophysical Operations Regulations-repeal;
Nova Scotia Offshore Area Petroleum Installations Regulations-repeal;
Nova Scotia Offshore Petroleum Drilling and Production Regulations-repeal;
Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations;
Canada-Nova Scotia Offshore Petroleum Administrative Monetary Penalties Regulations-amendment

Order in Council 2025-22 dated February 4, 2025 Repeal of regulations, regulations and amendment to regulations made by the Governor in Council pursuant to Sections 146 and 199B of the *Canada-Nova Scotia Offshore Petroleum Resources* Accord Implementation (Nova Scotia) Act

The Governor in Council on the report and recommendation of the Minister of Energy dated January 2, 2025, and pursuant to Chapter 3 of the Act of 1987, the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act* (the Act) is pleased, effective on and after February 4, 2025, to

- (a) pursuant to Section 146 of the Act, repeal all of the following:
  - (i) the Nova Scotia Offshore Area Certificate of Fitness Regulations; N.S. Reg. 4/1996, made by the

Governor in Council by Order in Council 96-20 dated January 9, 1996, [N.S. Reg. 24/2025]

- (ii) the Nova Scotia Offshore Area Petroleum Geophysical Operations Regulations, N.S. Reg. 191/1995, made by the Governor in Council by Order in Council 95-962 dated December 19, 1995, [N.S. Reg. 25/2025]
- (iii) the Nova Scotia Offshore Area Petroleum Installations Regulations, N.S. Reg. 166/1997, made by the Governor in Council by Order in Council 97-756 dated December 9, 1997, [N.S. Reg. 26/2025]
- (iv) the Nova Scotia Offshore Petroleum Drilling and Production Regulations, N.S. Reg. 336/2009, made by the Governor in Council by Order in Council 2009-518 dated December 15, 2009; [N.S. Reg. 27/2025]
- (b) pursuant to Section 146 of the Act, make new regulations respecting a Nova Scotia offshore area petroleum operations framework, in the form set forth in Schedule "A" attached to and forming part of the report and recommendation; and
- (c) pursuant to Section 199A [199B] of the Act, amend the *Canada-Nova Scotia Offshore Petroleum Administrative Monetary Penalties Regulations*, N.S. Reg. 34/2016, made by the Governor in Council by Order in Council 2016-47 dated February 26, 2016, to update designated references to coincide with the new regulations referred to in clause (b), in the manner set forth in Schedule "B" attached to and forming part of the report and recommendation.

#### N.S. Reg. 28/2025

Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations

[Please note: Publication of the *Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations* filed with the Office of the Registrar of Regulations on February 4, 2025, has been dispensed with by order of the Attorney General dated September 24, 2024, and published on page 106 of this issue of the *Royal Gazette Part II*. The *Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations* are available for inspection in person at the Office of the Registrar of Regulations and can be viewed on the Office of the Registrar of Regulations' website at the following address: https://novascotia.ca/just/regulations/rxaa-l.htm#offshore.]

#### N.S. Reg. 29/2025

Canada-Nova Scotia Offshore Petroleum Administrative Monetary Penalties Regulations-amendment

#### Schedule "B"

## Amendment to the Canada-Nova Scotia Offshore Petroleum Administrative Monetary Penalties Regulations made by the Governor in Council under Section 199B of Chapter 3 of the Acts of 1987, the Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act

Schedule 1 to the *Canada-Nova Scotia Offshore Petroleum Administrative Monetary Penalties Regulations*, N.S. Reg. 34/2016, made by the Governor in Council by Order in Council 2016-47 dated February 26, 2016, is amended by repealing Parts 2, 3 and 4 and substituting the following Part:

## Part 2—Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations

	Column 1	Column 2
Item	Provision	Classification
1.	3(1)	Type B
2.	3(2)	Type B
3.	5(1)	Type B
4.	6(2)	Type B
5.	17(1)	Type B
6.	19(1)	Type B
7.	22	Type B
8.	24(5)	Type B
9.	37(2)(a)	Type A
10.	37(2)(b)	Type A
11.	37(2)(c)	Type A
12.	41	Type B
13.	42	Type B
14.	43	Type B
15.	44(a)	Type B
16.	44(b)	Type B
17.	45	Type B
18.	46	Type B
19.	47(1)	Type B
20.	47(2)	Type B
21.	48(1)	Type B
22.	48(2)	Type A
23.	49(a)	Type B
24.	49(b)	Type B
25.	50(1)	Type B
26.	50(2)	Type B
27.	51(a)	Type B
28.	51(b)	Type B
29.	52	Type B
30.	53	Type B
31.	54(1)(a)	Type B
32.	54(1)(b)	Type B
33.	54(2)	Type B
34.	54(3)	Type B
35.	55(1)	Type B
36.	55(2)	Type B
37.	56	Type B
38.	57(1)	Type B
39.	61(1)	Type B

40.	61(2)(a)	Type B
41.	61(2)(b)	Type B
42.	61(2)(c)	Type B
43.	61(4)	Type B
44.	62	Type B
45.	63(1)	Type B
46.	63(2)	Type B
47.	63(3)(a)	Type B
48.	63(3)(b)	Type B
49.	64(1)(a)	Type B
50.	64(1)(b)	Type B
51.	64(1)(c)	Type B
52.	64(2)	Type B
53.	64(3)	Type B
54.	65	Type B
55.	66	Type B
56.	67(a)	Type B
57.	67(b)	Type B
58.	67(c)	Type B
59.	68(1)	Type B
60.	68(2)	Type B
61.	68(3)	Type B
62.	68(4)	Type B
63.	68(5)(a)	Type B
64.	68(5)(b)	Type B
65.	68(6)	Type B
66.	68(7)(a)	Type B
67.	68(7)(b)	Type B
68.	68(7)(c)	Type B
69.	68(8)	Type B
70.	68(9)	Type B
71.	68(10)	Type B
72.	69(1)(a)	Type B
73.	69(1)(b)	Type B
74.	69(1)(c)	Type B
75.	69(2)	Type B
76.	69(3)	Type B
77.	69(4)	Type B
78.	69(5)(a)	Type B
79.	69(5)(b)	Type B
80.	69(5)(c)	Type B
81.	69(5)(d)	Type B
82.	69(6)	Type B

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83.	69(8)	Type B
84.	69(9)	Type B
85.	69(10)	Type B
86.	70(1)(a)	Type B
87.	70(1)(b)	Type B
88.	70(2)	Type B
89.	71(1)(a)	Type B
90.	71(1)(b)	Type B
91.	71(1)(c)	Type B
92.	71(1)(d)	Type B
93.	71(1)(e)	Type B
94.	71(1)(f)	Type B
95.	71(1)(g)	Type B
96.	71(1)(h)	Type B
97.	71(1)(i)	Type B
98.	71(1)(j)	Type B
99.	71(2)(a)	Type B
100.	71(2)(b)	Type B
101.	72	Type B
102.	73	Type B
103.	74(1)(a)	Type B
104.	74(1)(b)	Type B
105.	74(1)(c)	Type B
106.	74(3)	Type B
107.	75	Type B
108.	76(1)	Type B
109.	76(2)	Type B
110.	77(1)(a)	Type B
111.	77(1)(b)	Type B
112.	77(1)(c)	Type B
113.	77(2)	Type B
114.	78(a)	Type B
115.	78(b)	Type A
116.	79(a)	Type B
117.	79(b)	Type B
118.	79(c)	Type B
119.	80(1)	Type B
120.	80(3)	Type B
121.	81(3)	Type B
122.	82	Type B
123.	83(1)	Type B
124.	84(1)	Type B
125.	84(2)	Type B

126.	84(3)(a)(i)	Type B
127.	84(3)(a)(ii)	Type B
128.	84(3)(b)	Type B
129.	84(4)(a)	Type B
130.	84(4)(b)	Type B
131.	84(5)	Type B
132.	85	Type B
133.	87(1)(a)	Type B
134.	87(1)(b)	Type B
135.	87(1)(c)(i)	Type A
136.	87(1)(c)(ii)	Type A
137.	87(1)(c)(iii)	Type A
138.	87(1)(c)(iv)	Type A
139.	89(1)	Type B
140.	89(2)	Type B
141.	89(3)	Type B
142.	89(4)	Type B
143.	90(1)(a)	Type B
144.	90(1)(b)(i)	Type B
145.	90(1)(b)(ii)	Type B
146.	90(2)	Type B
147.	91	Type B
148.	92	Type B
149.	93	Type B
150.	94(a)	Type B
151.	94(b)	Type B
152.	94(c)	Type B
153.	94(d)	Type B
154.	94(e)	Type B
155.	95(1)(a)	Type B
156.	95(1)(b)	Type B
157.	95(1)(c)	Type B
158.	95(1)(d)	Type B
159.	95(1)(e)	Type B
160.	95(2)	Type B
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162.	96(1)(a)	Type B
163.	96(1)(b)	Type B
164.	96(2)(a)	Type B
165.	96(2)(b)	Type B
166.	98	Type B
167.	99	Type B
168.	100(1)(a)	Type B

169.	100(1)(b)	Type B
170.	100(1)(c)	Type B
171.	100(1)(d)	Type B
172.	100(1)(e)	Type B
173.	100(1)(f)	Type B
174.	100(1)(g)	Type B
175.	100(1)(h)	Type B
176.	100(1)(i)	Type B
177.	100(2)	Type B
178.	100(3)	Type A
179.	100(4)	Type A
180.	101(1)(a)	Type B
181.	101(1)(b)	Type B
182.	101(1)(c)	Type B
183.	101(1)(d)	Type B
184.	101(1)(e)	Type B
185.	101(2)	Type B
186.	102(1)(a)	Type B
187.	102(1)(b)	Type B
188.	102(2)	Type B
189.	103(2)	Type B
190.	103(3)	Type B
191.	104(3)(a)	Type B
192.	104(3)(b)	Type B
193.	104(3)(c)	Type B
194.	104(3)(d)(i)	Type B
195.	104(3)(d)(ii)	Type B
196.	104(4)	Type B
197.	104(5)	Type B
198.	104(6)(a)	Type B
199.	104(6)(b)	Type B
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201.	105(2)	Type B
202.	105(3)(a)	Type B
203.	105(3)(b)	Type B
204.	105(3)(c)	Type B
205.	105(3)(d)	Type B
206.	105(3)(e)	Type B
207.	105(3)(f)	Type B
208.	105(3)(g)(i)	Type B
209.	105(3)(g)(ii)	Type B
210.	105(3)(h)	Type B
211.	105(4)	Type B

212.	106(a)	Type B
213.	106(b)	Type B
214.	106(c)	Type B
215.	107(1)(a)	Type B
216.	107(1)(b)	Type B
217.	107(1)(c)	Type B
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221.	107(2)(d)	Type B
222.	107(2)(e)(i)	Type B
223.	107(2)(e)(ii)	Type B
224.	107(2)(f)	Type B
225.	107(2)(g)	Type B
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240.	111(1)(b)	Type B
241.	111(1)(c)	Type B
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252.	112(6)	Type B
253.	112(7)	Type B
254.	112(8)	Type B
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255.	112(9)	Type B
256.	112(10)	Type B
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258.	113(2)	Type B
259.	113(3)	Type B
260.	113(4)	Type B
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276.	114(8)(c)	Type B
277.	114(8)(d)	Type B
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292.	117(2)(b)	Type B
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295.	118(1)(b)	Type B
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297.	118(4)	Type B

298.	118(5)	Type B
299.	118(6)	Type B
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301.	119(1)(b)	Type B
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305.	119(4)(b)	Type B
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309.	119(6)(c)	Type B
310.	119(7)	Type B
311.	119(8)	Type B
312.	119(9)	Type B
313.	119(10)	Type B
314.	119(11)	Type B
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316.	121(1)(a)	Type B
317.	121(1)(b)	Type B
318.	121(1)(c)	Type B
319.	121(1)(d)	Type B
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334.	123(2)(c)	Type B
335.	123(2)(d)	Type B
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340.	123(6)	Type B

341.	123(7)	Type A
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354.	126(1)(a)(v)	Type B
355.	126(1)(a)(vi)	Type B
356.	126(1)(a)(vii)	Type B
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377.	126(3)(b)	Type B
378.	126(3)(d)	Type B
379.	126(4)	Type B
380.	126(5)	Type B
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382.	128	Type B
383.	129(1)(a)	Type B

384.	129(1)(b)	Type B
385.	129(1)(c)	Type B
386.	129(1)(d)	Type B
387.	129(1)(e)	Type B
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389.	129(1)(g)	Type B
390.	129(2)(a)	Type B
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392.	129(2)(c)	Type B
393.	129(3)	Type B
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395.	130(2)(a)	Type B
396.	130(2)(b)	Type B
397.	130(2)(c)	Type B
398.	130(3)	Type B
399.	131(1)	Type B
400.	131(2)	Type B
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403.	131(3)(c)	Type B
404.	131(3)(d)	Type B
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410.	131(6)(b)(i)	Type B
411.	131(6)(b)(ii)	Type B
412.	131(6)(b)(iii)	Type B
413.	131(7)	Type B
414.	131(8)	Type B
415.	132(1)	Type B
416.	132(2)(a)	Type B
417.	132(2)(b)	Type B
418.	132(2)(c)	Type B
419.	132(2)(d)	Type B
420.	132(3)	Type B
421.	132(4)(a)	Type B
422.	132(4)(b)	Type B
423.	132(4)(c)	Type B
424.	132(5)(a)	Type B
425.	132(5)(b)	Type B
426.	132(5)(c)	Type B

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427.	132(5)(d)	Tuno P
428.	132(6)(a)	Туре В Туре В
429.	132(6)(b)	Туре В Туре В
429.	132(6)(c)	
430.		Type B
	132(9)	Type B
432.	133(1)(a)	Type B
433.	133(1)(b) 122(1)(c)	Type B
434.	133(1)(c)	Type B
435.	133(1)(d)	Type B
436.	133(2)	Type B
437.	133(3)(a)	Type B
438.	133(3)(b)	Type B
439.	133(3)(c)	Type B
440.	133(3)(d)	Type B
441.	133(3)(e)	Type B
442.	133(3)(f)	Type B
443.	133(3)(g)	Type B
444.	133(3)(h)	Type B
445.	133(3)(i)	Type B
446.	133(4)	Type B
447.	133(5)(a)	Type B
448.	133(5)(b)	Type B
449.	133(5)(c)	Type B
450.	133(5)(d)	Type B
451.	133(5)(e)	Type B
452.	133(5)(f)	Type B
453.	133(5)(g)	Type B
454.	133(5)(h)	Type B
455.	133(5)(i)	Type B
456.	133(5)(j)	Type B
457.	133(5)(k)	Type B
458.	133(5)(1)	Type B
459.	133(5)(m)	Type B
460.	133(5)(n)	Type B
461.	133(6)(a)	Type B
462.	133(6)(b)	Type B
463.	133(9)	Type B
464.	134(1)	Type B
465.	134(2)	Type B
466.	134(3)	Type B
467.	134(4)(a)	Type B
468.	134(4)(b)	Type B
469.	134(4)(c)	Type B

470.	134(4)(d)	Type B
471.	134(5)	Type B
472.	134(6)	Type B
473.	134(7)(a)	Type B
474.	134(7)(b)	Type B
475.	134(8)	Type B
476.	134(9)	Type B
477.	134(10)	Type B
478.	134(11)	Type B
479.	134(12)	Type B
480.	134(13)	Type B
481.	134(14)	Type B
482.	135(1)	Type B
483.	135(2)(a)	Type B
484.	135(2)(b)	Type B
485.	135(2)(c)	Type B
486.	135(2)(d)	Type B
487.	135(2)(e)	Type B
488.	135(2)(f)	Type B
489.	135(2)(g)	Type B
490.	135(2)(h)	Type B
491.	135(2)(i)	Type B
492.	135(2)(j)	Type B
493.	135(2)(k)	Type B
494.	135(3)(a)	Type B
495.	135(3)(b)	Type B
496.	135(3)(c)	Type B
497.	135(4)	Type B
498.	135(5)	Type B
499.	135(6)(a)	Type B
500.	135(6)(b)	Type B
501.	135(6)(c)	Type B
502.	135(6)(d)	Type B
503.	135(7)	Type B
504.	135(8)	Type B
505.	135(9)	Type B
506.	135(10)	Type B
507.	135(11)	Type B
508.	135(12)(a)	Type A
509.	135(12)(b)	Type A
510.	135(12)(c)	Type A
511.	135(12)(d)	Type A
512.	135(12)(e)	Type A

513.	135(12)(f)	Type A
514.	135(13)	Type A
515.	135(14)	Type A
516.	136(1)(a)	Type B
517.	136(1)(b)	Type B
518.	136(2)(a)	Type B
519.	136(2)(b)	Type B
520.	136(2)(c)	Type B
521.	136(2)(d)	Type B
522.	136(2)(e)	Type B
523.	136(2)(f)	Type B
524.	136(2)(g)	Type B
525.	136(3)	Type B
526.	136(4)	Type B
527.	136(5)(a)	Type B
528.	136(5)(b)(i)	Type B
529.	136(5)(b)(ii)	Type B
530.	136(5)(c)	Type B
531.	136(6)	Type B
532.	136(7)	Type B
533.	137(1)(a)	Type B
534.	137(1)(b)	Type B
535.	137(1)(c)	Type B
536.	137(2)	Type B
537.	137(3)(a)	Type B
538.	137(3)(b)	Type B
539.	137(3)(c)	Type B
540.	137(3)(d)	Type B
541.	137(4)	Type B
542.	137(5)	Type B
543.	137(6)	Type B
544.	137(7)(a)(i)	Type B
545.	137(7)(a)(ii)	Type B
546.	137(7)(a)(iii)	Type B
547.	137(7)(a)(iv)	Type B
548.	137(7)(a)(v)	Type B
549.	137(7)(a)(vi)	Type B
550.	137(7)(a)(vii)	Type B
551.	137(7)(b)	Type B
552.	137(8)	Type B
553.	137(9)	Type B
554.	137(10)	Type B
555.	138(1)	Type B

556.	138(2)(a)	Type B
557.	138(2)(b)	Type B
558.	138(2)(c)	Type B
559.	138(2)(d)	Type B
560.	138(2)(e)	Type B
561.	138(2)(f)	Type B
562.	138(2)(g)	Type B
563.	138(2)(h)	Type B
564.	138(3)	Type B
565.	138(4)	Type B
566.	138(5)	Type B
567.	138(6)	Type B
568.	138(7)	Type B
569.	139(1)	Type B
570.	139(2)	Type B
571.	139(3)	Type B
572.	139(4)	Type B
573.	140	Type B
574.	141	Type B
575.	142(1)	Type B
576.	142(2)	Type B
577.	142(3)	Type B
578.	142(4)	Type B
579.	143(1)	Type B
580.	143(2)(a)(i)	Type B
581.	143(2)(a)(ii)	Type B
582.	143(2)(a)(iii)	Type B
583.	143(2)(a)(iv)	Type B
584.	143(2)(b)	Type B
585.	143(3)(a)	Type B
586.	143(3)(b)	Type B
587.	143(3)(c)	Type B
588.	143(3)(d)	Type B
589.	143(4)	Type B
590.	144(1)(a)	Type B
591.	144(1)(b)	Type B
592.	144(1)(c)	Type B
593.	144(1)(d)	Type B
594.	144(1)(e)	Type B
595.	144(2)	Type B
596.	144(3)(a)	Type B
597.	144(3)(b)	Type B
598.	144(3)(c)	Type B

599.	144(3)(d)	Type B
600.	144(3)(e)	Type B
601.	144(3)(f)	Type B
602.	144(3)(g)	Type B
603.	144(3)(h)	Type B
604.	144(3)(i)	Type B
605.	144(4)	Type B
606.	144(5)	Type B
607.	145(1)	Type B
608.	145(2)	Type B
609.	145(3)(a)	Type B
610.	145(3)(b)	Type B
611.	145(4)	Type B
612.	145(5)	Type B
613.	145(6)	Type B
614.	146	Type B
615.	147(1)(a)	Type B
616.	147(1)(b)	Type B
617.	147(1)(c)	Type B
618.	147(1)(d)	Type B
619.	147(1)(e)	Type B
620.	147(1)(f)	Type B
621.	147(1)(g)	Type B
622.	147(1)(h)	Type B
623.	147(2)	Type B
624.	147(3)	Type B
625.	147(4)	Type B
626.	147(5)	Type B
627.	148(1)	Type B
628.	148(2)	Type B
629.	148(3)	Type B
630.	148(4)(a)	Type B
631.	148(4)(b)	Type B
632.	148(5)	Type B
633.	148(6)(a)	Type B
634.	148(6)(b)	Type B
635.	148(6)(c)	Type B
636.	148(6)(d)	
637.	148(7)	Type B
638.	148(8)	Type B
639.	149(1)(a)	Type B
640.	149(1)(b)	Type B
641.	149(1)(c)	Type B

642.	149(1)(d)	Type B
643.	149(2)	Type B
644.	150(1)(a)	Type B
645.	150(1)(b)	Type B
646.	150(1)(c)	Type B
647.	150(2)	Type B
648.	150(3)	Type B
649.	151(a)	Type B
650.	151(b)	Type B
651.	151(c)	Type B
652.	152	Type B
653.	153	Type B
654.	154	Type B
655.	155(1)	Type B
656.	155(2)	Type B
657.	155(3)(a)	Type B
658.	155(3)(b)	Type B
659.	155(3)(c)	Type B
660.	155(3)(d)	Type B
661.	155(3)(e)	Type B
662.	155(3)(f)	Type B
663.	155(3)(g)	Type B
664.	155(3)(h)	Type B
665.	155(4)	Type B
666.	156	Type B
667.	157(1)(a)	Type B
668.	157(1)(b)	Type B
669.	157(1)(c)	Type B
670.	157(1)(d)	Type B
671.	157(1)(e)	Type B
672.	157(1)(f)	Type B
673.	157(1)(g)	Type B
674.	157(1)(h)	Type B
675.	157(1)(i)	Type B
676.	157(1)(j)	Type B
677.	157(1)(k)	Type B
678.	157(1)(1)	Type B
679.	157(1)(m)	Type B
680.	157(1)(n)	Type B
681.	157(1)(o)	Type B
682.	157(1)(p)	Type B
683.	157(1)(q)	Type B
684.	157(1)(r)	Type B

685.	157(1)(s)	Type B
686.	157(1)(t)	Type B
687.	157(1)(u)	Type B
688.	157(1)(v)	Type B
689.	157(1)(w)	Type B
690.	157(1)(x)	Type B
691.	157(1)(y)	Type B
692.	157(1)(z)	Type B
693.	157(1)(z)(aa)	Type B
694.	157(1)(z)(ab)	Type B
695.	157(2)(a)	Type B
696.	157(2)(b)	Type B
697.	157(2)(c)	Type B
698.	157(2)(d)	Type B
699.	157(2)(e)	Type B
700.	157(2)(f)	Type B
701.	157(2)(g)	Type B
702.	157(2)(h)	Type B
703.	157(2)(i)	Type B
704.	157(2)(j)	Type B
705.	157(2)(k)	Type B
706.	157(2)(1)	Type B
707.	157(2)(m)	Type B
708.	157(2)(n)	Type B
709.	157(2)(o)	Type B
710.	157(3)(a)	Type B
711.	157(3)(b)	Type B
712.	157(4)	Type B
713.	158(1)(a)	Type B
714.	158(1)(b)	Type B
715.	158(1)(c)	Type B
716.	158(2)	Type B
717.	162(1)	Type B
718.	162(2)	Type B
719.	162(3)	Type B
720.	162(5)	Type B
721.	163(a)	Type B
722.	163(b)	Type B
723.	163(c)	Type B
724.	164(1)(a)	Type B
725.	164(1)(b)	Type B
726.	164(1)(c)	Type B
727.	164(1)(d)	Type B

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728.	164(1)(e)	Type B
729.	164(2)	Type B
730.	164(3)	Type B
731.	165(1)(a)	Type B
732.	165(1)(b)	Type B
733.	165(2)	Type B
734.	165(3)	Type B
735.	166(1)	Type B
736.	166(2)	Type B
737.	166(3)	Type B
738.	167(1)	Type B
739.	167(2)	Type B
740.	167(3)	Type B
741.	167(4)	Type B
742.	167(5)	Type B
743.	167(6)(a)	Type B
744.	167(6)(b)	Type B
745.	168(1)	Type B
746.	168(2)	Type B
747.	169(1)	Type B
748.	169(2)	Type B
749.	169(3)(a)	Type B
750.	169(3)(b)	Type B
751.	169(4)	Type B
752.	170(1)	Type B
753.	170(2)	Type B
754.	170(3)	Type B
755.	170(4)(a)	Type B
756.	170(4)(b)	Type B
757.	170(4)(c)	Type B
758.	171(1)(a)	Type B
759.	171(1)(b)	Type B
760.	171(2)(a)	Type B
761.	171(2)(b)	Type B
762.	171(2)(c)	Type B
763.	171(3)	Type B
764.	171(4)	Type B
765.	172	Type B
766.	173(1)	Type B
767.	173(2)	Type B
768.	174(1)	Type B
769.	174(2)(a)	Type B
770.	174(2)(b)	Type B

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771.	174(2)(c)	Type B
772.	174(2)(d)	Type B
773.	174(2)(e)	Type B
774.	174(2)(c) 174(2)(f)	Type B
775.	174(2)(r)	Type B
776.	174(2)(g) 174(2)(h)	Type B
777.	174(2)(i)	Type B
778.	174(3)	Type B
779.	175	Type B
780.	176	Type B
781.	177	Type B
782.	179(1)	Type B
783.	179(2)(a)	Type B
784.	179(2)(b)	Type B
785.	179(2)(c) 179(2)(c)	Type B
786.	180	Type B
787.	181(1)	Type A
788.	181(2)(a)	Type A
789.	181(2)(b)	Type A
790.	181(2)(c)	Type A
791.	181(2)(d)	Type A
792.	182(1)	Type A
793.	182(2)(a)	Type A
794.	182(2)(b)	Type A
795.	182(2)(c)	Type A
796.	182(2)(d)	Type A
797.	183	Type A
798.	184	Type B
799.	185(1)	Type A
800.	185(2)(a)	Type A
801.	185(2)(b)	Type A
802.	185(2)(c)	Type A
803.	185(2)(d)	Type A
804.	185(2)(e)	Type A
805.	185(2)(f)	Type A
806.	185(2)(g)	Type A
807.	185(2)(h)	Type A
808.	185(2)(i)	Type A
809.	185(2)(j)	Type A
810.	185(2)(k)	Type A
811.	185(2)(1)	
812.	186(a)	Type A
813.	186(b)	Type A

814.	186(c)	Type A
815.	186(d)	Type A
816.	186(e)	Type A
817.	187(1)	Type A
818.	187(2)(a)	Type A
819.	187(2)(b)	Type A
820.	187(2)(c)	Type A
821.	187(2)(d)	Type A
822.	187(2)(e)	Type A
823.	187(2)(f)	Type A
824.	187(2)(g)	Type A
825.	187(2)(h)	Type A
826.	187(2)(i)	Type A
827.	187(2)(j)	Type A
828.	187(2)(k)	Type A
829.	187(3)(a)	Type A
830.	187(3)(b)	Type A
831.	187(3)(c)	Type A
832.	187(4)(a)	Type A
833.	187(4)(b)	Type A
834.	187(4)(c)	Type A
835.	187(4)(d)	Type A
836.	187(4)(e)	Type A
837.	187(5)(a)	Type A
838.	187(5)(b)	Type A
839.	187(5)(c)	Type A
840.	187(5)(d)	Type A
841.	187(5)(e)	Type A
842.	187(5)(f)	Type A
843.	187(5)(g)	Type A
844.	187(5)(h)	Type A
845.	187(5)(i)	Type A
846.	187(6)	Type A
847.	188(2)	Type A
848.	189(1)	Type A
849.	189(2)	Type A
850.	189(4)	Type A
851.	190	Type A
852.	191(1)	Type A
853.	191(2)	Type A
854.	192(1)	Type B
855.	192(2)(a)	Type A
856.	192(2)(b)	Type A

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857.	193(1)(a)	Type A
858.	193(1)(b)	Type A
859.	193(1)(c)	Type A
860.	193(1)(d)	Type A
861.	193(1)(e)	Type A
862.	193(1)(f)	Type A
863.	193(1)(g)	Type A
864.	193(1)(h)	Type A
865.	193(1)(i)	Type A
866.	193(1)(j)	Type A
867.	193(1)(k)	Type A
868.	193(2)(a)	Type A
869.	193(2)(b)	Type A
870.	193(2)(c)	Type A
871.	193(2)(d)	Type A
872.	194(1)	Type A
873.	194(2)(a)	Type A
874.	194(2)(b)	Type A
875.	194(2)(c)	Type A
876.	194(2)(d)	Type A
877.	195(a)	Type A
878.	195(b)	Type A
879.	196(1)	Type A
880.	196(2)(a)	Type A
881.	196(2)(b)	Type A
882.	197(a)	Type A
883.	197(b)	Type A
884.	197(c)	Type A
885.	197(d)	Type A
886.	198	Type A
887.	199(1)(a)	Type A
888.	199(1)(b)	Type A
889.	199(1)(c)	Type A
890.	199(1)(d)	Type A
891.	199(1)(e)	Type A
892.	199(2)	Type A
893.	199(3)	Type A
894.	199(4)	Type A
895.	200(a)	Type A
896.	200(b)	Type A
897.	200(c)	Type A
898.	200(d)	Type A
899.	200(e)	Type A

900.	201(a)	Type A
901.	201(b)	Type A
902.	201(c)	Type A
903.	201(d)	Type A
904.	201(e)	Type A
905.	201(f)	Type A
906.	202(a)	Type A
907.	202(b)	Type A
908.	203(a)	Type A
909.	203(b)	Type A
910.	203(c)	Type A
911.	204(a)	Type A
912.	204(b)	Type A
913.	205(a)	Type A
914.	205(b)	Type A
915.	205(c)	Type A
916.	205(d)	Type A
917.	206	Type A
918.	207(1)	Type A
919.	207(2)(a)	Type A
920.	207(2)(b)	Type A
921.	207(2)(c)	Type A
922.	207(2)(d)	Type A
923.	207(2)(e)	Type A
924.	207(2)(f)	Type A
925.	207(2)(g)	Type A

## N.S. Reg. 30/2025

Made: February 6, 2025 Filed: February 6, 2025 Prescribed Petroleum Products Prices

> Order dated February 6, 2025 made by the Nova Scotia Utility and Review Board pursuant to Section 14 of the *Petroleum Products Pricing Act* and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

[Please note: *Prescribed Petroleum Products Prices* filed with the Office of the Registrar of Regulations on and after January 23, 2023, will no longer be published in the *Royal Gazette Part II*. Publication of the *Prescribed Petroleum Products Prices* has been dispensed with by order of the Attorney General dated January 23, 2023, and published on page 63 of the February 10, 2023, issue of the *Royal Gazette Part II*. Current and historical *Prescribed Petroleum Products Prices* are available for inspection in person at the Office of the Registrar of Regulations and can be viewed on the Nova Scotia Utility and Review Board's website at the following address: <a href="https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing.">https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing.]</a>

## ATTORNEY GENERAL ORDER

## Pursuant to Section 4 of Chapter 393 of the Revised Statutes of Nova Scotia, 1989, the *Regulations Act*

**Whereas** subsection 4(3) of the *Regulations Act* allows the Attorney General, on the recommendation of the Registrar of Regulations, to order the dispensation of the publication of a regulation in prescribed circumstances;

And Whereas the Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations are of such length and complexity to render publication in the Royal Gazette Part II unpractical;

And Whereas the Registrar of Regulations has recommended dispensing with the publication of the *Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations* in the *Royal Gazette Part II*;

**Therefore, I Hereby Order** the dispensation of the publication in the *Royal Gazette Part II* of the *Canada-Nova Scotia Offshore Area Petroleum Operations Framework Regulations* made under the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act* by the Minister of Natural Resources and Renewables.

This Order is effective on or after the date it is made. [sic]

Dated this 24 day of September, 2024.

sgd. *Barbara Adams* The Honourable Barbara Adams Minister of Justice and Attorney General