



## Part II Regulations under the Regulations Act

*Printed by the Queen's Printer*

Halifax, Nova Scotia                      Vol. 26, No. 23                      November 15, 2002

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N.S. Reg. 131/2002

Made: October 24, 2002

Filed: October 28, 2002

General Labour Standards Code Regulations

Order in Council 2002-483 made October 24, 2002  
Amendment to regulations made by the Governor in Council  
pursuant to clause 7(ga)  
of the *Labour Standards Code*

The Governor in Council on the report and recommendation of the Minister of Justice dated October 18, 2002, and pursuant to clause 7(ga) of Chapter 246 of the Revised Statutes of Nova Scotia, 1989, the *Labour Standards Code*, is pleased to amend the regulations respecting labour standards made by the Governor in Council by Order in Council 90-1321 dated November 13, 1990, in the form set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after October 24, 2002.

### **Schedule "A"**

#### **Amendments to the Regulations Respecting Labour Standards made by the Governor in Council pursuant to Section 7 of Chapter 246 of the Revised Statutes of Nova Scotia, 1989, the *Labour Standards Code***

The regulations respecting labour standards made by the Governor in Council by Order in Council 90-1321 dated November 13, 1990, are amended by adding the following subsection immediately after subsection 1(3):

- (4) For the purposes of clause 2(h) of the Code, "repaired" includes communications of advice by telecommunications or internet technologies by a customer contact centre to assist in the repair of an article or otherwise respond to a customer complaint or inquiry.

N.S. Reg. 132/2002

Made: October 23, 2002

Filed: October 28, 2002

Designation of Livestock for Farming Purposes

Order dated October 23, 2002  
 designation made by the Minister of Agriculture and Fisheries  
 under clause 13(a) of the *Livestock Health Services Act*

**ORDER**

I, Ernest L. Fage, Minister of Agriculture and Fisheries, pursuant to clause 13(a) of Chapter 8 of the Acts of 2001, the *Livestock Health Services Act*, designate the following types of livestock as livestock for farming purposes, for the purpose of the Act and regulations:

- (a) cattle;
- (b) sheep;
- (c) swine;
- (d) goats;
- (e) poultry and rabbits kept in captivity for purposes of food production;
- (f) chinchilla, fox, mink and rabbit kept in captivity for the purpose of fur production pursuant to a permit issued under Part XX, Sections 189 to 194 of the *Agriculture and Marketing Act*;
- (g) deer farm animals as defined in clause 2(i) of the *Deer Farming and Marketing of Deer Products Regulations*, made pursuant to the *Wildlife Act*;
- (h) game animals as defined in clause 2(i) of the *Game Farming Regulations* made pursuant to the *Wildlife Act*.

Dated at Halifax, Nova Scotia, October 23, 2002.

Sgd. *Ernest L. Fage*  
 Honourable Ernest L. Fage  
 Minister of Agriculture and Fisheries

**Note:**

“deer farm animal” is currently defined in clause 2(i) of the *Deer Farming and Marketing of Deer Products Regulations* as follows:

- (i) “deer farm animal” means
  - (i) an elk having the scientific name *Cervus canadensis*,
  - (ii) a red deer having the scientific name *Cervus elaphus*,
  - (iii) a fallow deer having the scientific name *Dama dama*, or
  - (iv) a sika deer having the scientific name *Cervus nippon*;

that is held in captivity at a licensed deer farm for the purpose of producing animal products, and that is of at least third generation captive stock from a commercial licensed premises;

“game animal” is currently defined in clause 2(i) of the *Game Farming Regulations* as follows:

- (i) “game animal” means a member of
  - (i) the species of wild boar having the scientific name *Sus scrofa*,
  - (ii) the species of bison having the scientific name *Bison bison*,
  - (iii) the species of emu belonging to the scientific order *Casuariiformes*,
  - (iv) the species of ostrich belonging to the scientific order *Struthiformes*,
  - (v) the species of rhea belonging to the scientific order *Rheiformes*;

that is held in captivity for the purpose of sale, barter, exchange, preservation, consumption, and propagation.

N.S. Reg. 133/2002  
Made: October 24, 2002  
Filed: October 30, 2002  
Ambulance Fee Regulations

Order dated October 24, 2002  
regulations made by the Minister of Health under Section 17A of the  
*Health Services and Insurance Act*

**In the matter of:** Section 17A of Chapter 197 of the Revised Statutes of Nova Scotia, 1989, the *Health Services and Insurance Act*

**In the matter of:** regulations respecting ambulance fees made by the Minister of Health pursuant to Section 17A of the *Health Services and Insurance Act*

**ORDER**

I, Jamie Muir, Minister of Health for the Province of Nova Scotia, pursuant to Section 17A of Chapter 197 of the Revised Statutes of Nova Scotia, 1989, the *Health Services and Insurance Act*, do hereby make regulations respecting ambulances fees in the form attached as Schedule “A”, effective on and after April 1, 2000.

**DATED AND MADE** at Halifax Regional Municipality, October 24, 2002.

Sgd. *Jamie Muir*  
Honourable Jamie Muir  
Minister of Health

**Schedule “A”**

**Regulations Respecting Ambulance Fees made by the Minister of Health pursuant to Section 17A of Chapter 197 of the Revised Statutes of Nova Scotia, 1989, the *Health Services and Insurance Act***

**Citation**

1 These regulations may be cited as the *Ambulance Fee Regulations*.

**Definitions**

2 In these regulations

- (a) “acute home care” means the home care program established by the Minister for the acute care of individuals;
- (b) “air ambulance” means an aircraft approved by the Minister to transport persons by air for the purposes outlined in these regulations;
- (c) “approved facility” means a facility listed in Schedule “A” to these regulations;
- (d) “ground ambulance” means a motor vehicle approved by the Minister to transport persons by land for the purposes outlined in these regulations;

- (e) “ambulance transportation” means the transportation of a person by ground ambulance;
- (f) “inter-facility transportation” means ambulance transportation
  - (i) between or among approved facilities, and
  - (ii) from an approved facility to a person’s residence, if the person is receiving acute home care;
- (g) “medically essential transportation” means ambulance transportation that begins or ends at an approved facility, and for greater certainty, does not include inter-facility transportation;
- (h) “mobility challenged individual” means a person who, because of a mental or physical limitation that has been verified by a physician, requires ambulance transportation for transportation purposes;
- (i) “new Canadian” means a person who is legally entitled to remain in Canada and moves to Nova Scotia from a place outside of Canada but is not a resident of Nova Scotia;
- (j) “non-Canadian” means a person who is not legally entitled to remain in Canada;
- (k) “non-Nova Scotian” means a person who is not a resident of Nova Scotia but is a resident of a Canadian province or territory;
- (l) “Nova Scotia health card number” means the health card number issued by the Province of Nova Scotia that entitles residents to insured health care services under the *Health Services and Insurance Act*;
- (m) “patient care record” means a record of the care provided by a service provider during ambulance transportation;
- (n) “resident” means a person who is legally entitled to remain in Canada and makes their home and is ordinarily present in Nova Scotia and has lived in Nova Scotia for a period of not less than 3 months, and for greater certainty, does not include a tourist, a transient, or a visitor who ordinarily resides outside of Nova Scotia;
- (o) “service provider” means a private corporation that has contracted with the Minister of Health for the delivery of ambulance transportation;
- (p) “stipulated third party insured” means a resident or non-Nova Scotian who is
  - (i) a member of the Royal Canadian Mounted Police,
  - (ii) a member of the Canadian Forces,
  - (iii) a veteran of the Canadian Forces who is eligible for health care benefits from Veterans Affairs Canada,
  - (iv) an inmate of a Federal prison or penitentiary,

- (v) a person with a work related illness or injury and who is eligible for coverage under the *Workers Compensation Act*,
- (vi) a person involved in a motor vehicle collision.

**Ambulance Fees - April 1, 2000 to April 30, 2002**

3 Effective on and after April 1, 2000, to April 30, 2002, fees for transportation by ambulance shall be billed according to the following table:

|                                | Medically Essential Transportation Fee | Inter-facility Transportation Fee |
|--------------------------------|--|-----------------------------------|
| Resident                       | \$85                                   | \$0                               |
| Non-Nova Scotian               | \$500                                  | \$0                               |
| Non-Canadian                   | \$750                                  | \$750                             |
| New Canadian                   | \$750                                  | \$750                             |
| Stipulated third party insured | \$500                                  | \$500                             |

**Ambulance Fees - Effective May 1, 2002**

4 Effective on and after May 1, 2002, fees for transportation by ambulance shall be billed according to the following table:

|                                | Medically Essential Transportation Fee | Inter-facility Transportation Fee |
|--------------------------------|--|-----------------------------------|
| Resident                       | \$105                                  | \$0                               |
| Non-Nova Scotian               | \$600                                  | \$0                               |
| Non-Canadian                   | \$900                                  | \$900                             |
| New Canadian                   | \$900                                  | \$900                             |
| Stipulated third party insured | \$600                                  | \$600                             |

**Fees for ground ambulance when combined with air ambulance**

- 5 (1) Ambulance transportation from an air ambulance to an approved facility is deemed to be inter-facility ambulance transportation.
- (2) Ambulance transportation to an air ambulance is deemed to be medically essential transportation.

**Fee for transportation of mobility challenged individual**

6 Effective May 1, 2002, a mobility challenged individual who is a resident shall be billed \$150 for ambulance transportation that begins or ends at the

individual's place of residence and is to or from an approved facility, physician's office, dentist's office, physiotherapy facility or respite care facility.

**Fee for transportation of human remains**

- 7 (1) Ambulance transportation of human remains is only permitted if requested by the Office of the Medical Examiner.
- (2) The fee for ambulance transportation of human remains is \$500 and shall be billed to the Office of the Medical Examiner.

**Ambulance transportation outside of Nova Scotia**

8 The fee for ambulance transportation in circumstances not covered by these regulations shall be determined by the service provider and billed to the person requesting the service.

**Billing**

9 All fees must be billed directly to the individual who is transported, except in the case of a person who is under the age of 19 years and who continues to reside with a parent or guardian, in which case the parent or guardian will be billed directly.

**Single ambulance transportation for each patient care record**

10 Each ambulance transportation that results in the completion of a patient care record is deemed to be a single ambulance transportation.

**Proof of residency**

11 A Nova Scotia health card must be given to a service provider to prove residency.

**Persons on student visas**

- 12 (1) A person in Nova Scotia on a student visa is deemed to be a resident upon the 1<sup>st</sup> day of the 13<sup>th</sup> month after the student arrived in Nova Scotia, as long as the student has not been absent from Nova Scotia for more than 31 consecutive days during that period.
- (2) A person in Nova Scotia on a student visa is deemed to be a non-Canadian, until the student becomes, or is deemed to be, a resident.
- (3) A dependant of a person on a student visa is deemed to be a resident on the same basis as the student, as set out in subsection (1).
- (4) If a person in Nova Scotia on a student visa or their dependant is absent from Nova Scotia for greater than 31 consecutive days, the student or their dependant is longer deemed to be a resident [sic].

**International students**

- 13 (1) An international student, who
- (a) has a student authorization issued by the federal department of Citizenship and Immigration Canada;
  - (b) is living in Nova Scotia; and
  - (c) is working as either a teaching or research assistant at any university in Nova Scotia

and the dependants of the student are deemed to be residents on the first day of the 7<sup>th</sup> month after the student's arrival in Nova Scotia.

- (2) The deemed residency described in subsection (1) is retroactive to the date of the student's arrival, if the student presents to the Senior Director of Emergency Health Services a certificate, signed by the Dean of the university faculty at which the student is employed, verifying the student's employment and the period of time for which the student is employed.
- (3) An international student, as described in subsection (1), is a non-Canadian until the student becomes, or is deemed to be, a resident.
- (4) A dependant of an international student, as described in subsection (1) who is living in Nova Scotia, is deemed to be a resident once the student upon whom they are dependant has proven the student's entitlement to residency in accordance with subsections (1) and (2).

#### Fee dispute resolution

- 14 (1) A person who disagrees with a fee charged for ambulance transportation may appeal within 30 days of mailing of the bill, to the service provider.
- (2) If, after appealing to the service provider, there is no resolution of the amount of fees billed, a person may appeal, in writing, to the ambulance fee appeal committee established by the Senior Director of Emergency Health Services.

#### Schedule "A" Approved Facilities

| <u>Facility</u>                            | <u>Location</u>  |
|--|------------------|
| 1. Aberdeen Hospital                       | New Glasgow      |
| 2. All Saints Springhill Hospital          | Springhill       |
| 3. Annapolis Community Health Centre       | Annapolis Royal  |
| 4. Bayview Memorial Hospital               | Advocate Harbour |
| 5. Beacon House                            | Waterville       |
| 6. Buchanan Memorial Hospital              | Neil's Harbour   |
| 7. Cape Breton Regional Facility           | Sydney           |
| 8. Cobequid Multi-Service Centre           | Sackville        |
| 9. Colchester Regional Hospital            | Truro            |
| 10. Cumberland Regional Health Care Centre | Amherst          |
| 11. Dartmouth General Hospital             | Dartmouth        |
| 12. South Shore Regional Hospital          | Digby            |
| 13. Eastern Memorial Hospital              | Canso            |
| 14. Eastern Shore Memorial Hospital        | Sheet Harbour    |
| 15. Eskasoni Community Health Centre       | Eskasoni         |

| <u>Facility</u>                                | <u>Location</u>          |
|--|--------------------------|
| 16. Fishermen's Memorial Hospital              | Lunenburg                |
| 17. George DuMont Regional Hospital            | Moncton, New Brunswick   |
| 18. Glace Bay Community Hospital               | Glace Bay                |
| 19. Guysborough Memorial Hospital              | Guysborough              |
| 20. Hants Community Hospital Windsor           |                          |
| 21. Harbour View Hospital                      | Sydney Mines             |
| 22. Inverness Consolidated Memorial Hospital   | Inverness                |
| 23. IWK Health Centre                          | Halifax                  |
| 24. Lillian Fraser Memorial Hospital           | Tatamagouche             |
| 25. Moncton City Hospital                      | Moncton, New Brunswick   |
| 26. Musquodoboit Valley Memorial Hospital      | Middle Musquodoboit      |
| 27. New Waterford Consolidated Hospital        | New Waterford            |
| 28. North Cumberland Memorial Hospital         | Pugwash                  |
| 29. Northside Harbourview Hospital Corporation | North Sydney             |
| 30. Nova Scotia Hospital                       | Dartmouth                |
| 31. Queen Elizabeth II Health Sciences Centre  | Halifax                  |
| 32. Queen's General Hospital                   | Liverpool                |
| 33. Roseway Hospital                           | Shelburne                |
| 34. RT McCallum Hospital (CFB Stadacona)       | Halifax                  |
| 35. Sackville Memorial Hospital                | Sackville, New Brunswick |
| 36. Sacred Heart Hospital                      | Cheticamp                |
| 37. St. Anne Community & Nursing Care Centre   | Arichat                  |
| 38. St. Martha's Regional Hospital             | Antigonish               |
| 39. St. Mary's Memorial Hospital               | Sherbrooke               |
| 40. Soldier's Memorial Hospital                | Middleton                |
| 41. South Cumberland Community Care Centre     | Parrsboro                |
| 42. Strait Richmond Hospital                   | Evanston                 |
| 43. Sutherland Harris Memorial Hospital        | Pictou                   |
| 44. Twin Oaks Memorial Hospital                | Musquodoboit Harbour     |
| 45. Valley Regional Hospital                   | Kentville                |
| 46. Victoria County Memorial Hospital          | Baddeck                  |
| 47. Western Kings Memorial Hospital            | Berwick                  |
| 48. Yarmouth Regional Hospital                 | Yarmouth                 |

N.S. Reg. 134/2002

Made: November 1, 2002

Filed: November 4, 2002

Crop Insurance Plan for Blueberries, Crop Insurance Plan  
for Corn and Crop Insurance Plan for Winter Grain

Order in Council 2002-487 made November 1, 2002  
Regulations approved by the Governor in Council  
pursuant to Section 6  
of the *Crop and Livestock Insurance Act*

The Governor in Council on the report and recommendation of the Minister of Agriculture and Fisheries dated September 25, 2002, and pursuant to Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, is pleased, effective on and from November 1, 2002, to:

- (a) approve the repeal by the Nova Scotia Crop and Livestock Insurance Commission of the *Nova Scotia Crop and Livestock Insurance Plan for Corn (Grain, Silage)* approved by Order in Council 95-21 dated January 3, 1995;
- (b) approve the making by the Nova Scotia Crop and Livestock Insurance Commission of a new crop insurance plan for corn in the form set forth in Schedule "A" attached to and forming part of the report and recommendation;
- (c) approve the repeal by the Nova Scotia Crop and Livestock Insurance Commission of the *Nova Scotia Crop and Livestock Insurance Plan for Blueberries* approved by Order in Council 95-21 dated January 3, 1995;
- (d) approve the making by the Nova Scotia Crop and Livestock Insurance Commission of a new crop insurance plan for blueberries in the form set forth in Schedule "B" attached to and forming part of the report and recommendation;
- (e) approve the repeal by the Nova Scotia Crop and Livestock Insurance Commission of the *Nova Scotia Crop and Livestock Insurance Plan for Winter Grain* approved by Order in Council 95-21 dated January 3, 1995;
- (f) approve the making by the Nova Scotia Crop and Livestock Insurance Commission of a new crop insurance plan for winter grain in the form set forth in Schedule "C" attached to and forming part of the report and recommendation.

#### Schedule "A"

I certify that at a meeting held on June 27, 2001, the Crop and Livestock Insurance Commission, pursuant to Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, passed motions to

- (a) repeal the *Nova Scotia Crop and Livestock Insurance Plan for Corn (Grain, Silage)* approved by the Governor in Council by Order in Council 95-21 dated January 3, 1995; and

- (b) adopt a new crop insurance plan for corn in the form attached.

Crop and Livestock Insurance Commission

Per: Sgd. Gerald Post  
Gerald Post, Manager

Dated and signed at Truro, Nova Scotia, August 23, 2002.

**Regulations Respecting a Crop Insurance Plan for Corn  
made pursuant to 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 *Crop Insurance Plan for Corn*.

#### Purpose

- 2 The purpose of this plan is to provide for insurance against a reduction in yield of corn resulting from one or more of the perils designated in Section 4.

#### Interpretation

- 3 (1) In this plan,
  - (a) "average insurable yield" means the potential production of corn as determined by the Commission from an insured person's yield records over the preceding 10 years, and where the required number of production records are not available, the Commission shall use industry averages indexed to the insured person's records for the missing years and yields shall be buffered to + or - 30% of the industry average, subject to a methodology approved by the Commission;
  - (b) "contract of insurance" means a contract in Form 1 of the regulations respecting general (field crop) insurance;
  - (c) "corn" means hybrid corn varieties, planted for the purpose of harvesting as grain corn, corn silage or H.M.E.C., accepted by the Commission for insurance coverage;
  - (d) "corn silage" means silage produced from whole corn plants;
  - (e) "designated perils" means the perils designated in Section 4 for the purpose of this plan;
  - (f) "final seeding report" means a signed declaration of all planted area of corn submitted to the Commission by an insured person pursuant to Section 15;
  - (g) "grain corn" means shelled corn at 15.5% moisture;
  - (h) "H.M.E.C." means corn harvested as High Moisture Ear Corn and yield shall be determined on the basis of grain corn at 15.5% moisture;

(i) “total guaranteed production” means the total guaranteed production determined pursuant to Section 10.

(2) For the purpose of this plan, yields may be converted from tonnes of corn silage or H.M.E.C. to a grain corn equivalent using conversion factors approved by the Commission.

#### Designation of perils

4 The following are designated as perils for corn:

- (a) drought;
- (b) wind;
- (c) excessive moisture;
- (d) frost;
- (e) hail;
- (f) insects;
- (g) plant disease; and
- (h) wildlife.

#### Designation of crop year

5 The crop year for corn is the period from May 1 in any year to November 15 of the same year.

#### Application

6 An application for a contract of insurance shall be

- (a) on a Contract of Insurance Application Form in Form A of the *Crop and Livestock Insurance Forms Regulations*;
- (b) accompanied by a premium deposit of at least \$20; and
- (c) filed with the Commission before the start of the first crop year to be insured.

#### Contract of insurance

7 For the purpose of this plan, the entire contract of insurance shall comprise

- (a) a contract of insurance;
- (b) a completed application filed pursuant to clause 6(a); and
- (c) a copy of this plan,

and if a document referred to in clause (a), (b) or (c) is subsequently amended while the contract of insurance is still in force, a copy of the amendment shall be delivered to the insured person.

#### Duration of contract

- 8 (1) A contract of insurance shall be in force for the crop year for which it is made and shall continue in force for each crop year after that until it is cancelled by an insured person or the Commission in the manner prescribed by subsection (2) or (3).
- (2) A contract of insurance may be cancelled by an insured person or the Commission by notice in writing to the other party by March 15 in advance of the crop year for which the cancellation is to be effective.

(3) A contract of insurance may be cancelled by the Commission by notice in writing to an insured person if the insured person is in arrears in the payment of the premium under the contract.

#### Coverage

- 9 (1) All the area of corn owned or operated by an insured person and to be harvested shall be offered for insurance coverage.
- (2) Despite subsection (1), the Commission may insure all or part of the area offered for insurance coverage.

#### Total guaranteed production offered

- 10 (1) The total guaranteed production shall be 70% or 80% of the average insurable yield for the total area of each insured corn crop to be harvested.
- (2) Subject to the terms and conditions of the Canada-Nova Scotia Crop Insurance Agreement currently in force, the Commission may offer a total guaranteed production equal to 85% of the average insurable yield for the total area of each insured corn crop to be harvested.

#### Established prices

11 (1) The price options for each insurable corn crop shall be as set out in the following table:

| Crop        | Option #1     | Option #2     | Option #3     |
|-------------|---------------|---------------|---------------|
| Grain corn  | \$120/tonne   | \$140/tonne   | \$160/tonne   |
| Corn silage | \$17.14/tonne | \$20.00/tonne | \$22.86/tonne |

(2) An insured person shall select one of the price options set out in subsection (1) as the established price for the purpose of calculating premium and indemnity.

#### Maximum indemnity

12 The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production by the established price selected pursuant to subsection 11(2).

#### Premium

13 (1) The base premium rate for each \$100 of coverage shall be as set out in the following table:

| Coverage Level | Premium Rate |
|----------------|--------------|
| 70%            | \$4.40       |
| 80%            | \$7.00       |
| 85%            | \$8.70       |

- (2) The base premium rate shall be adjusted by giving a discount when indemnity is less than total premiums paid or adding a surcharge when indemnity exceeds total premiums, and adjustments shall be calculated using the following formula:

$$(LR-1) \times (n \div (20+n))$$

where "LR" equals total indemnity divided by total premiums and "n" equals the number of years insured in the plan.

- (3) Despite subsection (2), the maximum discount shall be 50% and the maximum surcharge shall be 100%.
- (4) Despite subsections (1), (2) and (3), the minimum annual premium payable by an insured person in each crop year is \$20.
- (5) The premium determined pursuant to subsections (1) to (3) includes premium payments made by the Government of Canada under the *Farm Income Protection Act* (Canada) and the Province under the Act.
- 14 (1) An insured person shall pay the premium less any premium deposit to the Commission not later than August 1 for the current crop year.
- (2) Interest of 1.5% per month or a minimum of \$5 per month will be charged by the Commission on an overdue account.

#### Final seeding report

- 15 (1) An insured person shall file a final seeding report with the Commission within 10 days after the final planting date on a Seeding Report in Form G of the *Crop and Livestock Insurance Forms Regulations*.
- (2) The final seeding report filed with the Commission shall not be amended by an insured person without the consent in writing of the Commission.
- (3) The Commission may revise the final seeding report in any or all respects and adjust the premium accordingly, and in this case shall notify an insured person in writing respecting the revision and adjustment.
- (4) An insured person shall be deemed to have agreed with the revision and adjustment by the Commission under subsection (3) unless, within 10 days from mailing or delivery of the notification by the Commission, the insured person notifies the Commission in writing that the insured person rejects the revision and adjustment.
- (5) When the Commission has received notice from an insured person under subsection (4), it may notify the insured person in writing that the contract of insurance does not apply for the crop year in which the final seeding report was filed and, when notification is given, shall refund any premium deposit paid in respect of that crop year.
- (6) A final seeding report revised under subsection (3) shall, failing notice under subsection (4), constitute the final seeding report for the crop year.

- (7) Where an insured person fails to file a final seeding report in any crop year, the Commission may
- prepare the final seeding report; or
  - deem the insured area to be nil.
- (8) Where the Commission prepares a final seeding report under subsection (7),
- the Commission shall mail or deliver a copy of the report to the insured person; and
  - the insured person shall pay the premium for the crop year in respect of which the report was prepared.

#### Incorrect area in final seeding report

- 16 (1) The Commission may measure the insured area by any method that it considers appropriate.
- (2) Despite Section 10, where the actual measured area of corn in a crop year is less than the insured area, the total guaranteed production and the amount of insurance shall be reduced accordingly and no refund of premium shall be made.
- (3) Despite Section 10, where the actual area of corn in a crop year exceeds the insured area, the measured area yield will be pro-rated to the insured area in calculating indemnity payable.

#### Final planting date

- 17 The final date for planting corn shall be June 8, or any other date as may be determined by the Commission.

#### Circumstances where contract of insurance does not apply

- 18 The contract of insurance does not apply to, and no indemnity is payable in respect of, a corn crop that
- is planted in an area that was not adequately prepared for cropping purposes;
  - is planted after the final planting date determined pursuant to Section 17; or
  - in the opinion of the Commission is not insurable.

#### Carry-over of stored corn

- 19 If, prior to harvest, an insured person believes that they will have a claim on an insured crop, and if the insured person has any carry-over of corn in storage, the insured person must report the carry-over in writing before the beginning of harvest, or the Commission may regard the carry-over as new production.

#### Harvesting

- 20 (1) All corn planted by an insured person in a crop year shall be harvested unless the Commission consents in writing to a written request by the insured person to
- use any part of the planted area for any other purpose; or



- (b) abandon or destroy any part of the insured crop.
- (2) Any insured area used for a purpose other than the purpose that was reported by an insured person in the final seeding report without consent pursuant to subsection (1) shall be adjusted at a level not to exceed the guaranteed production in effect.
- (3) Each harvested corn crop is to be placed in a separate storage.
- (4) Unless prior permission is granted and measurements recorded, failure to keep each harvested corn crop in a separate storage may jeopardize any indemnity otherwise payable.
- (5) Any area of corn silage harvested prior to September 5 shall be deemed to have a yield no less than the guaranteed production per acre.

**Notice of crop loss or damage**

21 Subject to the contract of insurance, an insured person is required to notify the Commission in writing within 5 days of any loss or damage to the insured crop.

**Final date for harvest**

22 The final date for harvest shall be November 15 or any other date as may be determined by the Commission, and the Commission may establish a potential yield for any insured area not harvested by this date.

**Harvest yield report**

23 An insured person shall file a harvest yield report within 15 days of the completion of harvest on a Harvest Yield Report Form in Form B of the *Crop and Livestock Insurance Forms Regulations*.

**Evaluation of loss**

24 For the purpose of determining the reduction in yield of an insured crop in a crop year and any indemnity payable, the value of each crop shall progress through Stages 1 to 3, as prescribed in Sections 25, 26, 27 and 28, and the final adjustment of loss pursuant to Section 29.

**Stage 1**

- 25 (1) Stage 1 comprises the period from the date on which seeding of corn is completed to a date 30 days later.
- (2) Where loss or damage from one or more designated perils occurs to an insured crop during Stage 1, the Commission, upon application in writing by the insured person, may consent in writing to a request to abandon or destroy the insured crop on the damaged area.
- (3) Where the Commission approves the abandonment of an insured crop on a damaged area pursuant to subsection (2), and the area is removed from production, the insurance for the year shall be deemed to be cancelled on the portion of the insured crop that is on the damaged area and an adjustment of the total guaranteed production for the area shall be made, less any potential production applied to the area multiplied by 60% of the established price.
- (4) Whether or not an insured person has made an application pursuant to subsection (2), where loss or damage occurs during Stage 1, the Commission may notify the insured person in writing that it intends to

terminate insurance coverage on the portion of the insured crop that is on the damaged area and calculate the amount of loss pursuant to subsection (3) for the damaged area.

**Reseeding**

- 26 (1) Where loss or damage from one or more designated perils occurs to 2 hectares or more of an insured crop during Stage 1, the Commission may consent in writing to a written request to overseed or reseed the damaged area prior to the final planting date, and when consent is given, shall compensate the insured person pursuant to subsection (2) or (3).
- (2) If the Commission consents to the overseeding or reseeded of a damaged area pursuant to subsection (1) and
- (a) the damaged area is not removed and is overseeded, the Commission shall pay to the insured person \$75 per hectare for that damaged area; or
- (b) the damaged area is removed and reseeded, the Commission shall pay the insured person an amount equal to 25% of the established price multiplied by the guaranteed production for that damaged area.
- (3) When a damaged area is overseeded or reseeded in accordance with this Section to an insured corn crop, the contract of insurance shall continue to apply to the overseeded or reseeded area.

**Stage 2**

- 27 (1) Stage 2 comprises the period from the end of Stage 1 to the final harvest date in the crop year, in respect of any portion of the insured crop that is not harvested.
- (2) Where loss or damage from one or more designated perils occurs to an insured crop during Stage 2, the Commission, upon application in writing by an insured person, may consent in writing to the use of the damaged area for another purpose and the Commission shall determine the size of the damaged area and the potential production.
- (3) When
- (a) consent is given to use a damaged area for another purpose pursuant to subsection (2), and the damaged area is used for that purpose; or
- (b) the harvesting of any portion of the insured crop is not completed on the final harvest date determined pursuant to Section 22 and the harvesting was prevented by a designated peril,
- then the amount of loss that is taken into account in the final adjustment of loss shall be calculated by multiplying the difference between the guaranteed production for the damaged or unharvested area and the potential production determined under subsection (2) for the damaged area by 80% of the established price.

- (4) When a damaged area is not used for another purpose or the crop is not abandoned or destroyed despite the Commission's consent, the amount of loss calculated under subsection (3) shall not be taken into account in the final adjustment of loss.

**Stage 3**

- 28 (1) Stage 3 applies to the insured area with respect to which harvesting has been completed.
- (2) When the actual production of the harvested area is less than the guaranteed production for the area, the amount of loss
- (a) shall be taken into account in the final adjustment of loss for the total insured area; and
- (b) shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price.

**Final adjustment of loss**

- 29 (1) The indemnity payable respecting the total insured area in the final adjustment of loss shall be the sum of the amounts of loss calculated for each of Stage 1, Stage 2 and Stage 3.
- (2) When the actual production exceeds the guaranteed production of the area, the indemnity payable pursuant to subsection (1) shall be reduced by the amount obtained by multiplying the excess by the established price.
- (3) If an insured crop cannot be harvested as intended, the Commission shall determine the size of the affected area and may consider a potential salvage value.

**Notice of claim**

- 30 (1) Despite subsection 12(1) of the Terms and Conditions of Form 1 of the regulations respecting general (field crops) insurance, which specifies a 60-day filing period, a claim for an indemnity payable due to a reduction of yield shall be made to the Commission within 15 days on a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations*.
- (2) Before a payment for an indemnity claimed pursuant to subsection (1) is made, a Claim Release Form in Form D of the *Crop and Livestock Insurance Forms Regulations* must be received by the Commission.

**Arbitration**

- 31 Where the Commission and an insured person have failed to resolve any dispute arising out of the adjustment of loss under a contract of insurance, and the requirements of the regulations made under the Act respecting the filing of a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations* have been complied with, and either party wishes the dispute determined by arbitration, it shall be the responsibility of that party to notify the other party in writing within 90 days after the end of the crop year that the dispute be determined in accordance with the requirements of the *Arbitration Proceedings Regulations*.

**Schedule "B"**

I certify that at a meeting held on March 1, 2000, the Crop and Livestock Insurance Commission, pursuant to Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, passed motions to

- (a) repeal the *Nova Scotia Crop and Livestock Insurance Plan for Blueberries* approved by the Governor in Council by Order in Council 95-21 dated January 3, 1995; and
- (b) adopt a new corp insurance plan for blueberries in the form attached.

Crop and Livestock Insurance Commission

Per: Sgd. Gerald Post  
Gerald Post, Manager

Dated and signed at Truro, Nova Scotia, August 23, 2002.

**Regulations Respecting a Crop Insurance Plan for Blueberries  
made pursuant to Section 6 of Chapter 113 of the  
Revised Statutes of Nova Scotia, 1989,  
the *Crop and Livestock Insurance Act***

**Citation**

- 1 This plan may be cited as the *Crop Insurance Plan for Blueberries*.

**Purpose**

- 2 The purpose of this plan is to provide for insurance against a reduction in yield of blueberries, resulting from one or more of the perils designated in Section 4.

**Interpretation**

- 3 (1) In this plan
- (a) "average insurable yield" means the average production in
- (i) pounds per acre of lowbush blueberries grown over the preceding 5 crop years, and
- (ii) pints per acre of highbush blueberries grown over the preceding 10 crop years
- by an insured person, taking into account the potential production of immature plants and based on records of the insured person, subject to a methodology approved by the Commission;
- (b) "contract of insurance" means a contract in Form 1 of the regulations respecting general (field crop) insurance;
- (c) "designated perils" means the perils designated in Section 4 for the purpose of this plan;

- (d) “highbush blueberries” means all highbush blueberries of any variety that are produced in Nova Scotia and accepted by the Commission for insurance coverage;
- (e) “lowbush blueberries” means all lowbush blueberries produced in Nova Scotia that are accepted by the Commission for insurance coverage;
- (f) “total guaranteed production” means the total guaranteed production determined pursuant to Section 10.
- (2) For the purpose of this plan, a pint of highbush blueberries weighs 14 ounces.

**Designation of perils**

4 The following are designated as perils for blueberries:

- (a) winter injury;
- (b) spring frost;
- (c) hail;
- (d) fall frost;
- (e) drought;
- (f) excessive moisture;
- (g) unavoidable pollination failure;
- (h) off crop due to any adverse weather not described in the other designated perils;
- (i) wind;
- (j) insects;
- (k) plant disease; and
- (l) wildlife for which there is no known control.

**Designation of crop year**

5 The crop year for blueberries is the period from November 15 in any year to September 15 in the following year, except for Kings County, for which the crop year is the period from November 15 in any year to September 25 in the following year.

**Application**

6 An application for insurance shall be

- (a) on a Contract of Insurance Application Form in Form A of the *Crop and Livestock Insurance Forms Regulations*;
- (b) accompanied by a premium deposit of at least \$20; and
- (c) filed with the Commission before the start of the first crop year to be insured.

**Contract of insurance**

7 For the purpose of this plan, the entire contract of insurance shall comprise

- (a) a contract of insurance;
- (b) a completed application filed pursuant to clause 6(a); and
- (c) a copy of this plan,

and if a document referred to in clause (a), (b) or (c) is subsequently amended while the contract of insurance is still in force, a copy of the amendment shall be delivered to the insured person.

**Duration of contract**

- 8 (1) A contract of insurance shall be in force for the crop year for which it is made, and shall continue in force for each crop year after that until it is cancelled by an insured person or the Commission in the manner prescribed by subsection (2) or (3).
- (2) A contract of insurance may be cancelled by an insured person or the Commission by notice in writing to the other party by December 15 of the crop year for which the cancellation is to be effective.
- (3) A contract of insurance may be cancelled by the Commission by notice in writing to an insured person if the insured person is in arrears in the payment of the premium under the contract.

**Coverage**

- 9 (1) All acreage of blueberries owned or operated by an insured person and to be harvested shall be offered for insurance coverage.
- (2) Despite subsection (1), the Commission may insure all or part of the acreage offered for insurance coverage.

**Total guaranteed production offered**

- 10 (1) The total guaranteed production shall be 70% or 80% of the average insurable yield for the total acreage of each insured blueberry crop to be harvested.
- (2) Subject to the terms and conditions of the Canada-Nova Scotia Crop Insurance Agreement currently in force, the Commission may offer a total guaranteed production equal to 85% of the average insurable yield for the total acreage of each insured blueberry crop to be harvested.

**Established prices**

11 (1) The price options for each insurable blueberry crop shall be as set out in the following table:

| Crop                 | Option #1  | Option #2  | Option #3  | Option #4  |
|----------------------|------------|------------|------------|------------|
| Lowbush blueberries  | \$0.17/lb. | \$0.20/lb. | \$0.23/lb. | \$0.25/lb. |
| Highbush blueberries | \$0.80/pt. | \$0.90/pt. | \$1.00/pt. | n/a        |

- (2) An insured person shall select one of the price options set out in subsection (1) as the established price for the purpose of calculating premium and indemnity.

**Maximum indemnity**

**12** The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production by the established price selected pursuant to subsection 11(2).

**Premium**

**13 (1)** The base premium rate for each \$100 of coverage shall be as set out in the following table:

|                      | <b>70% Coverage</b> | <b>80% Coverage</b> | <b>85% Coverage</b> |
|----------------------|---------------------|---------------------|---------------------|
| Lowbush blueberries  | \$3.20              | \$4.60              | \$5.50              |
| Highbush blueberries | \$7.00              | n/a                 | n/a                 |

**(2)** The base rate shall be adjusted by giving a discount when indemnity is less than total premiums paid or adding a surcharge when indemnity exceeds total premiums, and adjustments will be calculated using the following formula:

$$(LR-1) \times (n \div (20 + n))$$

where "LR" equals total indemnity divided by total premiums and "n" equals the number of years insured in plan.

- (3)** The maximum discount determined pursuant to subsection (2) shall be 50% and the maximum surcharge determined pursuant to subsection (2) shall be 100%.
- (4)** The premium adjustments determined pursuant to subsections (2) and (3) may be further reduced based on the number of acres insured and the premium adjustment calculation from subsection (2), as follows:

| Acres      | Premium adjustment determined pursuant to subsections (2) and (3) |           |           |           |           |
|------------|---|-----------|-----------|-----------|-----------|
|            | .99 - .90   | .89 - .80 | .79 - .70 | .69 - .60 | .59 - .50 |
| 50 to 99   | 0   | 0         | 5%        | 10%       | 15%       |
| 100 to 199 | 0   | 5%        | 10%       | 15%       | 20%       |
| 200 to 399 | 5%  | 10%       | 15%       | 20%       | 25%       |
| 400 +      | 10%   | 15%       | 20%       | 25%       | 30%       |

**(5)** Despite subsections (1) to (4), the minimum annual premium payable by an insured person in each crop year is \$20.

**(6)** The premium determined pursuant to subsections (1) to (4) includes premium payments made by the Government of Canada under the *Farm Income Protection Act* (Canada) and the Province under the Act.

- 14 (1)** An insured person shall pay the premium less the premium deposit to the Commission not later than August 1 for the current crop year.
- (2)** Interest of 1.5% per month or a minimum of \$5 per month will be charged on an overdue account.

**Incorrect acreage**

- 15 (1)** The Commission may measure the insured acreage by any method that it considers appropriate.
- (2)** Despite Section 10, where the actual measured acreage of blueberries in a crop year is less than the insured acreage, the total guaranteed production and the amount of insurance shall be reduced accordingly and no refund of premium shall be made.
- (3)** Despite Section 10, where the actual acreage of blueberries in a crop year exceeds the insured acreage, the yield will be pro-rated to the insured acreage in calculating indemnity payable.

**Circumstances where the contract of insurance does not apply**

- 16** The contract of insurance does not apply to, and no indemnity is payable in respect of, a blueberry crop that
- (a) is not adequately managed to produce a crop; or
- (b) in the opinion of the Commission is not insurable.

**Harvesting**

**17** All acreage of blueberries insured shall be harvested in a crop year unless the Commission consents in writing to a written request by the insured person to abandon or destroy any part of the insured crop.

**Notice of crop loss or damage**

**18** Subject to the contract of insurance, an insured person is required to notify the Commission in writing within 5 days of any loss or damage to the insured crop.

**Final date for harvest**

**19** The final date for harvest shall be the last day of the crop year or any other date as may be determined by the Commission, and the Commission may estimate a potential yield for any insured acreage not harvested by that date.

**Harvest yield report**

**20** An insured person shall file a harvest yield report within 15 days of the completion of harvest on a Harvest Yield Report Form in Form B of the *Crop and Livestock Insurance Forms Regulations*.

**Evaluation of loss**

**21** For the purpose of determining the reduction in yield of an insured crop in a crop year and any indemnity payable

- (a) when the actual production of the insured acreage is less than the total guaranteed production for the acreage, the adjustment of loss shall be calculated by multiplying the difference between the total guaranteed production and the actual production by the established price;
- (b) when loss or damage occurs to an insured crop prior to the completion of harvest, the Commission may consent in writing to a written request to abandon any part of the insured acreage and the Commission shall determine the number of damaged acres and the potential production;
- (c) the actual production of all acreage harvested to lowbush blueberries and the actual production of all acreage harvested to highbush blueberries shall be taken into account separately.

**Notice of claim**

- 22 (1)** Despite subsection 12(1) of the Terms and Conditions of Form 1 of the regulations respecting general (field crops) insurance, which specifies a 60-day filing period, a claim for an indemnity payable due to a reduction of yield shall be made to the Commission within 15 days on a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations*.
- (2)** Before a payment for an indemnity claimed pursuant to subsection (1) is made, a Claim Release Form in Form D of the *Crop and Livestock Insurance Forms Regulations* must be received by the Commission.

**Arbitration**

- 23** Where the Commission and an insured person have failed to resolve any dispute arising out of the adjustment of loss under a contract of insurance, and the requirements of the regulations made under the Act respecting the filing of a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations* have been complied with, and either party wishes the dispute determined by arbitration, it shall be the responsibility of that party to notify the other party in writing within 90 days after the end of the crop year that the dispute be determined in accordance with the requirements of the *Arbitration Proceedings Regulations*.

**Schedule "C"**

I certify that at a meeting held on January 30, 2002, the Crop and Livestock Insurance Commission, pursuant to Section 6 of Chapter 113 of the Revised Statutes of Nova Scotia, 1989, the *Crop and Livestock Insurance Act*, passed motions to

- (a) repeal the *Nova Scotia Crop and Livestock Insurance Plan for Winter Grain* approved by the Governor in Council by Order in Council 95-21 dated January 3, 1995; and
- (b) adopt a new crop insurance plan for winter grain in the form attached.

Crop and Livestock Insurance Commission

Per: Sgd. Gerald Post  
Gerald Post, Manager

Dated and signed at Truro, Nova Scotia, August 23, 2002.

**Regulations Respecting a Crop Insurance Plan for Winter Grain  
made pursuant to 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 *Crop Insurance Plan for Winter Grain*.

**Purpose**

- 2** The purpose of this plan is to provide for insurance against a reduction in yield of winter grain resulting from one or more of the perils designated in Section 4.

**Interpretation**

- 3** In this plan,
- (a) "average insurable yield" means the potential production of winter grain as determined by the Commission from an insured person's yield records over the preceding 10 years, and where the required number of production records are not available, the Commission shall use industry averages indexed to the insured person's records for the missing years and yields shall be buffered to + or - 30% of the industry average, subject to a methodology approved by the Commission;
  - (b) "contract of insurance" means a contract in Form 1 of the regulations respecting general (field crop) insurance;
  - (c) "designated perils" means the perils designated in Section 4 for the purpose of this plan;
  - (d) "final seeding report" means a signed declaration of all planted area of winter grain submitted to the Commission by an insured person pursuant to Section 15;
  - (e) "total guaranteed production" means the total guaranteed production determined pursuant to Section 10;
  - (f) "winter grain" means all varieties of winter wheat and fall rye accepted by the Commission for insurance coverage;
  - (g) "Zone 1" means the area of the Province that includes Hants West, Kings and Annapolis Counties;
  - (h) "Zone 2" means all areas of the Province outside Zone 1.

**Designation of perils**

- 4** The following are designated as perils for winter grain:
- (a) drought;
  - (b) wind;
  - (c) excessive moisture;
  - (d) frost;
  - (e) hail;
  - (f) insects;
  - (g) plant disease;
  - (h) wildlife; and
  - (i) winter kill.

**Designation of crop year**

- 5 The crop year for winter grain is the period from September 1 in any year to August 31 of the next year.

**Application**

- 6 An application for a contract of insurance shall be
- on a Contract of Insurance Application Form in Form A of the *Crop and Livestock Insurance Forms Regulations*;
  - accompanied by a premium deposit of at least \$50; and
  - filed with the Commission before the start of the first crop year to be insured.

**Contract of insurance**

- 7 For the purpose of this plan, the entire contract of insurance shall comprise

- a contract of insurance;
- a completed application filed pursuant to clause 6(a); and
- a copy of this plan,

and if a document referred to in clause (a), (b) or (c) is subsequently amended while the contract of insurance is still in force, a copy of the amendment shall be delivered to the insured person.

**Duration of contract**

- 8 (1) A contract of insurance shall be in force for the crop year for which it is made and shall continue in force for each crop year after that until it is cancelled by an insured person or the Commission in the manner prescribed by subsection (2) or (3).
- (2) A contract of insurance may be cancelled by an insured person or the Commission by notice in writing to the other party by September 15 of the crop year for which the cancellation is to be effective.
- (3) A contract of insurance may be cancelled by the Commission by notice in writing to an insured person if the insured person is in arrears in the payment of the premium under the contract.

**Coverage**

- 9 (1) All the area of winter grain owned or operated by an insured person and to be harvested shall be offered for insurance coverage.
- (2) Despite subsection (1), the Commission may insure all or part of the area offered for insurance coverage.

**Total guaranteed production offered**

- 10 (1) The total guaranteed production shall be 70% or 80% of the average insurable yield for the total area of each insured winter grain crop to be harvested.
- (2) Subject to the terms and conditions of the Canada-Nova Scotia Crop Insurance Agreement currently in force, the Commission may offer a total guaranteed production equal to 85% of the average insurable yield for the total area of each insured winter grain crop to be harvested.

**Established prices**

- 11 (1) The price options for each insurable winter grain crop shall be as set out in the following table:

| Crop          | Option #1   | Option #2   | Option #3   |
|---------------|-------------|-------------|-------------|
| Milling wheat | \$130/tonne | \$150/tonne | \$170/tonne |
| Feed wheat    | \$120/tonne | \$140/tonne | \$160/tonne |
| Fall rye      | \$120/tonne | \$140/tonne | \$160/tonne |

- (2) An insured person shall select one of the price options set out in subsection (1) as the established price for the purpose of calculating premium and indemnity.

**Maximum indemnity**

- 12 The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production by the established price selected pursuant to subsection 11(2).

**Premium**

- 13 (1) The base premium rate for each \$100 of coverage shall be as set out in the following table:

| Coverage Level | Premium Rate |
|----------------|--------------|
| 70%            | \$4.10       |
| 80%            | \$7.60       |
| 85%            | \$9.40       |

- (2) The base premium rate shall be adjusted by giving a discount when indemnity is less than total premiums paid or adding a surcharge when indemnity exceeds total premiums, and adjustments shall be calculated using the following formula:

$$(LR-1) \times (n \div (20+n))$$

where "LR" equals total indemnity divided by total premiums and "n" equals the number of years insured in the plan.

- (3) Despite subsection (2), the maximum discount shall be 50% and the maximum surcharge shall be 100%.
- (4) Despite subsections (1) to (3), the minimum annual premium payable by an insured person in each crop year is \$20.
- (5) The premium determined pursuant to subsections (1) to (3) includes premium payments made by the Government of Canada under the *Farm Income Protection Act* (Canada) and the Province under the Act.

- 14 (1) An insured person shall pay the premium less any premium deposit to the Commission not later than April 30 for the current crop year.
- (2) Interest of 1.5% per month or a minimum of \$5 per month will be charged by the Commission on an overdue account.

**Final seeding report**

- 15 (1) An insured person shall file a final seeding report with the Commission within 10 days after the final planting date on a Seeding Report in Form G of the *Crop and Livestock Insurance Forms Regulations*.
- (2) The final seeding report filed with the Commission shall not be amended by an insured person without the consent in writing of the Commission.
- (3) The Commission may revise the final seeding report in any or all respects and adjust the premium accordingly, and in this case shall notify an insured person in writing respecting the revision and adjustment.
- (4) An insured person shall be deemed to have agreed with the revision and adjustment by the Commission under subsection (3) unless, within 10 days from mailing or delivery of the notification by the Commission, the insured person notifies the Commission in writing that the insured person rejects the revision and adjustment.
- (5) When the Commission has received notice from an insured person under subsection (4), it may notify the insured person in writing that the contract of insurance does not apply for the crop year in which the final seeding report was filed, and when notification is given, shall refund any premium deposit paid in respect of that crop year.
- (6) A final seeding report revised under subsection (3) shall, failing notice under subsection (4), constitute the final seeding report for the crop year.
- (7) Where an insured person fails to file a final seeding report in any crop year the Commission may
- prepare the final seeding report; or
  - deem the insured area to be nil.
- (8) Where the Commission prepares a final seeding report under subsection (7)
- the Commission shall mail or deliver a copy of the report to the insured person; and
  - the insured person shall pay the premium for the crop year in respect of which the report was prepared.

**Incorrect area in final seeding report**

- 16 (1) The Commission may measure the insured area by any method that it considers appropriate.

- (2) Despite Section 10, where the actual measured area of winter grain in a crop year is less than the insured area, the total guaranteed production and the amount of insurance shall be reduced accordingly and no refund of premium shall be made.
- (3) Despite Section 10, where the actual area of winter grain in a crop year exceeds the insured area, the measured area yield will be pro-rated to the insured area in calculating indemnity payable.

**Final planting date**

- 17 (1) The final date for planting in Zone 2 shall be September 20, or any other date as may be determined by the Commission.
- (2) The final date for planting in Zone 1 shall be September 30, or any other date as may be determined by the Commission.

**Circumstances where contract of insurance does not apply**

- 18 The contract of insurance does not apply to, and no indemnity is payable in respect of, a winter grain crop that
- is planted in an area that was not adequately prepared for cropping purposes;
  - is planted after the final planting date determined pursuant to Section 17; or
  - in the opinion of the Commission is not insurable.

**Carry-over of stored grain**

- 19 If, prior to harvest, an insured person believes that they will have a claim on an insured crop, and if the insured person has any carry-over of grain in storage, the insured person must report the carry-over in writing before the beginning of harvest, or the Commission may regard the carry-over as new production.

**Harvesting**

- 20 (1) All winter grain planted by an insured person in a crop year shall be harvested unless the Commission consents in writing to a written request by the insured person to
- use any part of the planted area for any other purpose; or
  - abandon or destroy any part of the insured crop.
- (2) Any insured area used for a purpose other than the purpose that was reported by an insured person in the final seeding report without consent pursuant to subsection (1) shall be adjusted at a level not to exceed the guaranteed production in effect.
- (3) Each harvested winter grain crop is to be placed in a separate storage.
- (4) Unless prior permission is granted and measurements recorded, failure to keep each harvested winter grain crop in a separate storage may jeopardize any indemnity otherwise payable.

**Notice of crop loss or damage**

**21** Subject to the contract of insurance, an insured person is required to notify the Commission in writing within 5 days of any loss or damage to the insured crop.

**Final date for harvest**

**22** The final date for harvest shall be August 31 or any other date as may be determined by the Commission, and the Commission may establish a potential yield for any insured area not harvested by this date.

**Harvest yield report**

**23** An insured person shall file a harvest yield report within 15 days of the completion of harvest on a Harvest Yield Report Form in Form B of the *Crop and Livestock Insurance Forms Regulations*.

**Evaluation of loss**

**24** For the purpose of determining the reduction in yield of an insured crop in a crop year and any indemnity payable, the value of each crop shall progress through Stages 1 to 3, as prescribed in Sections 25, 26 and 27, and the final adjustment of loss pursuant to Section 28.

**Stage 1**

- 25 (1)** Stage 1 comprises the period from the date on which seeding of winter grain is completed to May 25 in the crop year.
- (2)** Where loss or damage from one or more designated perils occurs to an insured crop during Stage 1, the Commission, upon application in writing by the insured person, may consent in writing to a request to replant the damaged area to another crop or to a request to abandon or destroy the insured crop on the damaged area.
- (3)** Where the Commission approves the abandonment of an insured crop on a damaged area pursuant to subsection (2), and the area is removed from production, the insurance for the year shall be deemed to be cancelled on the portion of the insured crop that is on the damaged area and an adjustment of the total guaranteed production for the area shall be made, less any potential production applied to the area multiplied by 50% of the established price.
- (4)** Whether or not an insured person has made an application pursuant to subsection (2), where loss or damage occurs during Stage 1, the Commission may notify the insured person in writing that it intends to terminate insurance coverage on the portion of the insured crop that is on the damaged area and calculate the amount of loss pursuant to subsection (3) for the damaged area.

**Stage 2**

- 26 (1)** Stage 2 comprises the period from May 26 to the final harvest date in the crop year, in respect of any portion of the insured crop that is not harvested.
- (2)** Where loss or damage from one or more designated perils occurs to an insured crop during Stage 2, the Commission upon application in writing by an insured person, may consent in writing to the use of the damaged area for another purpose and the Commission shall determine the size of the damaged area and the potential production.

- (3)** When
- (a)** consent is given to use a damaged area for another purpose pursuant to subsection (2) and the damaged area is used for that purpose; or
- (b)** the harvesting of any portion of the insured crop is not completed on the final harvest date determined pursuant to Section 22 and the harvesting was prevented by a designated peril,

then the amount of loss that is taken into account in the final adjustment of loss shall be calculated by multiplying the difference between the guaranteed production for the damaged or unharvested area and the potential production determined under subsection (2) for the damaged area by 80% of the established price.

- (4)** When a damaged area is not used for another purpose or the crop is not abandoned or destroyed despite the Commission's consent, the amount of loss calculated under subsection (3) shall not be taken into account in the final adjustment of loss.

**Stage 3**

- 27 (1)** Stage 3 applies to the insured area with respect to which harvesting has been completed.
- (2)** When the actual production of the harvested area is less than the guaranteed production for the area, the amount of loss
- (a)** shall be taken into account in the final adjustment of loss for the total insured area; and
- (b)** shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price.

**Final adjustment of loss**

- 28 (1)** The indemnity payable respecting the total insured area in the final adjustment of loss shall be the sum of the amounts of loss calculated for each of Stage 1, Stage 2 and Stage 3.
- (2)** When the actual production exceeds the guaranteed production of the area, the indemnity payable pursuant to subsection (1) shall be reduced by the amount obtained by multiplying the excess by the established price.

**Notice of claim**

- 29 (1)** Despite subsection 12(1) of the Terms and Conditions of Form 1 of the regulations respecting general (field crops) insurance, which specifies a 60-day filing period, a claim for an indemnity payable due to a reduction of yield shall be made to the Commission within 15 days on a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations*.
- (2)** Before a payment for an indemnity claimed pursuant to subsection (1) is made, a Claim Release Form in Form D of the *Crop and Livestock Insurance Forms Regulations* must be received by the Commission.



**Arbitration**

**30** Where the Commission and an insured person have failed to resolve any dispute arising out of the adjustment of loss under a contract of insurance, and the requirements of the regulations made under the Act respecting the filing of a Proof of Loss Form in Form C of the *Crop and Livestock Insurance Forms Regulations* have been complied with, and either party wishes the dispute determined by arbitration, it shall be the responsibility of that party to notify the other party in writing within 90 days after the end of the crop year that the dispute be determined in accordance with the requirements of the *Arbitration Proceedings Regulations*.

N.S. Reg. 135/2002

Made: November 1, 2002

Filed: November 4, 2002

Proclamation, S. 28, S.N.S. 2001, c. 41

Order in Council 2002-489 made November 1, 2002  
 Proclamation made by the Governor in Council  
 pursuant to Section 28 of  
*An Act to Amend Chapter 98 of the Revised Statutes,  
 1989, the Co-operative Associations Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations and the Minister of Economic Development dated October 10, 2002, and pursuant to Section 28 of Chapter 41 of the Acts of 2001, *An Act to Amend Chapter 98 of the Revised Statutes, 1989, the Co-operative Associations Act*, is pleased to order and declare by proclamation that Chapter 41 of the Acts of 2001, *An Act to Amend Chapter 98 of the Revised Statutes, 1989, the Co-operative Associations Act*, come into force on and not before November 1, 2002.

PROVINCE OF NOVA SCOTIA

Sgd: Myra A. Freeman

G/S

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

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

GREETING:

**A PROCLAMATION**

WHEREAS in and by Section 28 of Chapter 41 of the Acts of 2001, *An Act to Amend Chapter 98 of the Revised Statutes, 1989, the Co-operative Associations Act*, it is enacted as follows:

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

AND WHEREAS it is deemed expedient that Chapter 41 of the Acts of 2001, *An Act to Amend Chapter 98 of the Revised Statutes, 1989, the Co-operative Associations Act*, come into force on and not before November 1, 2002;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 41 of the Acts of 2001, *An Act to Amend Chapter 98 of the Revised Statutes, 1989, the Co-operative Associations Act*, come into force on and not before November 1, 2002, of which all persons concerned are to take notice and govern themselves accordingly.

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

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

AT Our Government House in the Halifax Regional  
Municipality, this 1st day of November, in  
the year of Our Lord two thousand and two  
and in the fifty-first year of Our Reign.

BY COMMAND:

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

N.S. Reg. 136/2002

Made: November 1, 2002

Filed: November 4, 2002

Co-operative Associations Regulations

Order in Council 2002-490 made November 1, 2002  
Amendment to regulations made by the Governor in Council  
pursuant to Section 64  
of the *Co-operative Associations Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated October 18, 2002, and pursuant to Section 64 of Chapter 98 of the Revised Statutes of Nova Scotia, 1989, the *Co-operative Associations Act*, is pleased to amend the regulations respecting co-operative associations made by the Governor in Council by Order in Council 78-833 dated July 25, 1978, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after November 1, 2002.

#### Schedule "A"

##### **Amendments to the Regulations Respecting Co-operative Associations made pursuant to Section 64 of Chapter 98 of the Revised Statutes of Nova Scotia, 1989, the *Co-operative Associations Act***

- 1 Section 5 of the regulations respecting co-operative associations made by the Governor in Council by Order in Council 78-833 dated July 25, 1978, is amended by striking out "A copy of the Act and these regulations shall be kept at the registered office and shall be available for inspection by any member on demand."
- 2 Section 11 of the regulations is repealed and the following Section is substituted:
  - 11** All meetings of an association shall be governed in accordance with its by-laws or, in the absence of by-laws relating to meetings, by *Robert's Rules of Order*.
- 3 Section 12 of the regulations is repealed.
- 4 Section 19 of the regulations is repealed.
- 5 Section 26 of the regulations is repealed.
- 6 Section 30 of the regulations is repealed.
- 7 Section 31 of the regulations is repealed.
- 8 Section 32 of the regulations is amended by adding the following clause immediately after clause (h):
  - (ha) the qualifications necessary for a person to become a member;
- 9 Section 33 of the regulations is repealed and the following Section is substituted:

- 33** The following fees are payable for services rendered by the Inspector and the Registrar:
- (a) for registering articles of incorporation and by-laws ..... \$100
  - (b) for registering amalgamation or continuance agreements ..... \$100
  - (c) for registering a change of name ..... \$50
  - (d) for providing a photocopy, certified copy or stamped copy of
    - (i) by-laws ..... \$20
    - (ii) a document other than by-laws ..... \$10
  - (e) for filing an annual Inspector's report ..... \$25
  - (f) for searching a proposed association name using the Newly Upgraded Automated Name Search (NUANS) system:
    - (i) Atlantic Provinces search including Federal trade names and trademark ..... \$40
    - (ii) Canada-wide database search ..... \$50

10 The regulations are further amended by adding the following headings and Sections immediately after Section 33:

**APPLICATION RESPECTING PAYMENT OF BALANCE REMAINING ON DISSOLUTION OR WIND-UP OF ASSOCIATION**

- 34 (1)** An application by an association to the Inspector pursuant to clause 61(3)(a) of the *Co-operative Associations Act* for approval of the manner of payment of the balance remaining on wind-up or dissolution of the association shall be made in writing and shall include the following information:
- (a) the date of the application;
  - (b) the name and address of the association;
  - (c) any details respecting the association's finances that are relevant to the application;
  - (d) the amount of the remaining balance to be paid;
  - (e) whether payment of the remaining balance was considered in a special or annual meeting of the members of the association and, if so,
    - (i) the date and place of the meeting,
    - (ii) whether a resolution with respect to the payment was put to the members at the meeting, and
    - (iii) the results of the vote, if any, on the resolution referred to in subclause (ii); and

- (f) if the association has identified an organization or association to which the remaining balance is proposed to be paid, the name and address of the identified organization or association.
- (2)** In deciding on an application made by an association in accordance with subsection (1), the Inspector shall consider the following:
- (a) if the application identifies an organization or association in accordance with clause (1)(f), whether the identified organization or association is a non-profit association as defined in Section 61A of the Act; and
  - (b) any other matters considered relevant by the Inspector.

**PAYMENT OF REMAINING BALANCE PURSUANT TO SUBSECTION 61(4) OF ACT**

- 35** The remaining balance payable with respect to an association pursuant to subsection 61(4) of the *Co-operative Associations Act* shall be paid in equal shares to the organizations or non-profit associations eligible to receive it in accordance with that subsection.

**DISTRIBUTION OF PROPERTY OF NON-PROFIT ASSOCIATION PURSUANT TO SUBSECTION 61G(3) OF ACT**

- 36** The property of a non-profit association to be distributed pursuant to subsection 61G(3) of the *Co-operative Associations Act* shall be distributed in equal shares to the organizations or non-profit associations eligible to receive it in accordance with that subsection.

N.S. Reg. 137/2002

Made: November 1, 2002

Filed: November 4, 2002

McNabs and Lawlor Islands Provincial Park Designation

Order in Council 2002-492 made November 1, 2002  
Designation made by the Governor in Council  
pursuant to Section 8  
of the *Provincial Parks Act*

The Governor in Council on the report and recommendation of the Minister of Natural Resources dated August 30, 2002, and pursuant to Chapter 367 of the Revised Statutes of Nova Scotia, 1989, the *Provincial Parks Act*, is pleased, with respect to the designation of provincial parks, to:

- (a) designate land at McNabs Island and Lawlor Island, Halifax County, owned by Her Majesty in Right of the Province of Nova Scotia, to be a provincial park, the said land being described in Schedule "A" and shown outlined in bold line on a copy of Provincial Crown Lands Record Centre Plan No. E-15-63 marked Schedule "B", both schedules being attached to and forming part of the report and recommendation;
- (b) declare that the provincial park is to be known by the name of "McNabs and Lawlor Islands Provincial Park"; and
- (c) authorize the Minister of Natural Resources to execute such documents as may be necessary to achieve the purposes of this Order.

#### Schedule "A"

ALL those certain lots, pieces, or parcels of land situate, lying, and being on McNabs and Lawlor Islands, at the entrance to Halifax Harbour, in the County of Halifax, Province of Nova Scotia, together with certain lands covered by water bounding the said Islands, but excepting and reserving certain portions of the said Islands, as shown on a compiled plan showing "Crown Lands designated as McNabs and Lawlor Islands Provincial Park", dated July 11th, 2002, having Field Plot No. P-074/02, and filed in the Provincial Crown Lands Record Centre, Halifax, under C. L. R. No. E-15-63, the said parcels of land and land covered by water being more particularly described as follows:

#### McNabs Island

ALL of McNabs Island extending seaward to the ordinary low water mark of Halifax Harbour or the entrance to Halifax Harbour and including Parcel I, said Parcel I being a small parcel of land exposed at ordinary low tide and lying off the southwestern shore of McNabs Island as shown on compiled plan P-074/02.

TOGETHER WITH three parcels of land covered by water as shown on compiled plan P-074/02 and more particularly described as follows:

#### FIRST PARCEL:

BEGINNING at a point on the ordinary low water mark of McNabs Cove on the western shore of McNabs Island, said point being situate at the northeastern corner of Parcel E as shown on compiled plan P-074/02;

THENCE northerly crossing McNabs Cove in a direction towards Hugonin Point to a point on the southern boundary of Parcel 98-1, a water lot retained by Her Majesty the Queen in Right of Canada (Department of National Defence), the said Parcel 98-1 being more particularly shown on Plan 14-795-0 showing survey of Parcels CL-1, CL-2, and 98-1, by Douglas K. MacDonald, NSLS, dated March 2, 1998;

THENCE northeasterly and northwesterly following the eastern boundary of Parcel 98-1 to a point on the ordinary low water mark of McNabs Cove;

THENCE southeasterly, southerly, and southwesterly following the ordinary low water mark of McNabs Cove to the PLACE OF BEGINNING.

#### SECOND PARCEL:

BEGINNING at a point on the ordinary low water mark of Back or Wreck Cove on the eastern shore of McNabs Island, said point being situate approximately at Farrells Point near the northern headland of Back or Wreck Cove as shown approximately on compiled plan P-074/02;

THENCE southeasterly crossing Back or Wreck Cove to a point at its southern headland and situate on the ordinary low water mark of Back or Wreck Cove;

THENCE northwesterly, northerly, and easterly following the ordinary low water mark of Back or Wreck Cove to the PLACE OF BEGINNING.

#### THIRD PARCEL:

BEGINNING at a point on the ordinary low water mark of the entrance to Halifax Harbour at the southern end of McNabs Island, said point being situate on the southeastern shore of a point of land known as Big Thrumcap, as shown approximately on compiled plan P-074/02;

THENCE southwesterly crossing water to a point on the ordinary low water mark of the entrance to Halifax Harbour, said point being situate at the southern tip of land exposed at ordinary low tide and previously identified as Parcel I;

THENCE along the eastern, northern, and northwestern shores of Parcel I following the ordinary low water mark of the entrance to Halifax Harbour northeasterly, northwesterly, and southwesterly to a point, said point being situate on the northwestern shore of Parcel I, as shown approximately on compiled plan P-074/02;

THENCE northwesterly crossing water to a point on the ordinary low water mark of the entrance to Halifax Harbour at the southern tip of a point of land known as Thrumcap Hook;

THENCE northerly and southeasterly following the ordinary low water mark of the entrance to Halifax Harbour along the eastern shore of Thrumcap Hook and the western shore of McNabs Island to the PLACE OF BEGINNING.

EXCEPTING AND RESERVING from McNabs Island all those certain parcels of land as shown on compiled plan P-074/02 and more particularly described as follows:

## FIRST:

ALL that parcel of land shown as Parcel CL-1, land retained by Her Majesty the Queen in Right of Canada (Department of National Defence), as shown on Plan 14-795-0 showing survey of Parcels CL-1, CL-2, and 98-1, by Douglas K. MacDonald, NSLS, dated March 2, 1998, the said Parcel CL-1 including the 12 ft. strip extending northeasterly along the southeastern boundary of a former 20 ft. road allowance.

## SECOND:

ALL that parcel being a portion of land conveyed to the Crown in Document No. 3446, Book 5506, Page 105, said portion being the subject of an easement for clearing rights in favour of Her Majesty the Queen in Right of Canada (Department of Transport), as shown on Department of Public Works Plan No. MT-1446, by Gerald MacDougall, NSLS, dated December 30, 1974, the intent being to exclude the said parcel of land in fee simple.

## THIRD:

ALL that portion of a former 20 ft. road allowance in the Kirby Subdivision, the said 20 ft. road allowance being a portion of land conveyed to the Crown in Document No. 3692, Book 6494, Page 1238, the said portion of the 20 ft. road allowance directly abutting the northwestern boundary of the above-mentioned Parcel CL-1 and lying between the northeastern boundary of the former Forsyth Street and the southwestern boundary of the former McNab Street in the Kirby Subdivision, the Kirby Subdivision being as shown on Field Plot No. P-065/74-1, plan showing Division of Property on McNab Island by J. L. Kirby & Others, 1872, by A. E. Wallace, NSLS, dated January 4, 1974.

## FOURTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada (Department of National Defence) being Lot 17 of the Kirby Subdivision as shown on the above-referenced P-065-74-1, the said Lot 17 being the Lighthouse Site formerly administered by the Department of Transport and described in Book 1722, Page 714.

## FIFTH:

ALL that southeastern portion of the former Kirby Street of the Kirby Subdivision, the said Kirby Street being a portion of land conveyed to the Crown in Document No. 3692, Book 6494, Page 1238, the said portion of Kirby Street being that which lies southeast of a cut-off line defined by the prolongation of the northwestern boundary of the above-referenced Lot 17 of the Kirby Subdivision.

## SIXTH:

ALL that parcel of land owned by Richard Brignoli situate on the northeastern side of the former Forsyth Street of the Kirby Subdivision, being a portion of Lots 14 and 16 of said subdivision, and described in Book 6636 Page 278.

## SEVENTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada (Department of Transport) shown as Parcel 1 on Department of Public Works Plan No. S-1032-E, by Douglas Mehlman, NSLS, dated October 27, 1981, the said Parcel 1 being a portion of Lot 16 of the Kirby Subdivision, and described in Book 3898 Page 103, Expropriation #2720 and #2730.

## EIGHTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada (Department of Transport) shown as Parcel 2 on Department of Public Works Plan No. S-1032-E, by Douglas Mehlman, NSLS, dated October 27, 1981, the said Parcel 2 being a portion of Lot 16 of the Kirby Subdivision, and described in Book 3898 Page 103, Expropriation #2720 and #2730.

## NINTH:

ALL that parcel of land owned by Anton E. Self situate on the southwestern side of the former McNab Street of the Kirby Subdivision, and shown as Parcel D on Plan No. 14-298-A by Terrance R. Doogue, NSLS, dated December 23, 1987, and described in Book 6555 Page 45.

## TENTH:

ALL that parcel of land owned by the Roman Catholic Episcopal Corporation of Halifax, situate at the intersection of the southeastern boundary of the former Howe Street with the northeastern boundary of the former Jennet Street of the Kirby Subdivision, being a portion of Lot 39 of said subdivision, and described in Book 1177 Page 707.

## ELEVENTH:

ALL that parcel of land claimed by Charles V. Hurshman situate on the northwestern side of the former Howe Street of the Kirby Subdivision, being Lots 33, 34, and 35 of said subdivision, extending to the ordinary low water mark of Halifax Harbour, and described in Book 1081 Page 292, and also referenced in Statutory Declaration Book 785, Page 409.

## TWELFTH:

ALL that portion of the former Howe Street of the Kirby Subdivision claimed by Charles V. Hurshman, the said Howe Street being a portion of land conveyed to the Crown in Document No. 3692, Book 6494, Page 1238, the said portion of Howe Street lying between the centerline of Howe Street and the southeastern boundary of Lots 33, 34, and 35, and also lying between the prolongation of the southwestern boundary of Lot 33 and the prolongation of the northeastern boundary of Lot 35.

## THIRTEENTH:

ALL that parcel of land situate at the northwestern end of McNabs Island lying between the ordinary high water mark and the ordinary low water mark, the said parcel beginning at the prolongation southwesterly of the northwestern boundary of the former Queen Street of the Kirby Subdivision and extending northwesterly,

easterly, and southeasterly to the prolongation northeasterly of the northwestern boundary of the former Queen Street, the said parcel being a portion of the land originally granted to Peter McNab in Grant Book U, Page 38.

FOURTEENTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada shown as Parcel E on Field Plot No. P-042/99, prepared by Servant, Dunbrack, McKenzie & MacDonald, Ltd., dated August 30th, 1999.

FIFTEENTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada shown as Parcel F on the above-referenced P-042/99.

SIXTEENTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada shown as Parcel G on the above-referenced P-042/99.

SEVENTEENTH:

ALL that parcel of land of Her Majesty the Queen in Right of Canada shown as Parcel H on the above-referenced P-042/99.

**Lawlor Island**

ALL that portion of Lawlor Island shown as Parcel A on Field Plot No. P-042/99, prepared by Servant, Dunbrack, McKenzie & MacDonald, Ltd., dated August 30th, 1999, the said Parcel A intended to be all of Lawlor Island extending seaward to the ordinary low water mark of the entrance to Halifax Harbour excluding and reserving therefrom a parcel of land retained by Her Majesty the Queen in Right of Canada shown as Parcel B on P-042/99.

TOGETHER WITH three parcels of land covered by water as shown on compiled plan P-074/02 and more particularly described as follows:

FIRST PARCEL:

BEGINNING at a point on the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) at the northern end of the boundary between Parcel A and Parcel B;

THENCE northwesterly crossing the cove to a point on the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) as shown approximately on compiled plan P-074/02;

THENCE southerly and easterly following the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) to the PLACE OF BEGINNING.

SECOND PARCEL:

BEGINNING at a point on the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) at the southern end of the boundary between Parcel A and Parcel B;

THENCE southeasterly crossing the cove to a point on the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) as shown approximately on compiled plan P-074/02;

THENCE northwesterly and northerly following the ordinary low water mark of the entrance to Halifax Harbour (Eastern Passage) to the PLACE OF BEGINNING.

THIRD PARCEL:

BEGINNING at a point on the ordinary low water mark of the entrance to Halifax Harbour at the tip of a point of land on the western shore of Lawlor Island as shown on compiled plan P-074/02;

THENCE northerly crossing the cove to a point on the ordinary low water mark of the entrance to Halifax Harbour, said point being situate on the southern boundary of a 10 metre wide utility right-of-way retained by Her Majesty the Queen in Right of Canada and shown as Parcel L on compiled plan P-074/02;

THENCE southeasterly, southerly, and northwesterly following the ordinary low water mark of the entrance to Halifax Harbour to the PLACE OF BEGINNING.

\* \* \* \* \*

**BEING AND INTENDED TO BE** all lands and lands covered by water at McNabs and Lawlor Islands shown outlined in bold on the above-mentioned compiled plan P-074/02, saving and excepting therefrom three internal parcels of land identified on compiled plan P-074/02 as numbers "9", "10" and "17" and being the above-described NINTH, TENTH, and SEVENTEENTH exceptions from McNabs Island.

The total area of all included parcels of land and land covered by water is 633.6 hectares more or less.

**THE HEREIN DESCRIBED LANDS** being subject to any valid rights, easements or other interests.

N.S. Reg. 138/2002  
Made: November 1, 2002  
Filed: November 4, 2002  
Proclamation, S. 8, S.N.S. 2002, c. 16

Order in Council 2002-498 made November 1, 2002  
Proclamation made by the Governor in Council  
pursuant to Section 8 of

*An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*

The Governor in Council on the report and recommendation of the Minister of Education dated September 3, 2002, pursuant to Section 8 of Chapter 16 of the Acts of 2002, *An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*, is pleased to order and declare by proclamation that Chapter 16 of the Acts of 2002, *An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*, come into force on and not before November 1, 2002.

PROVINCE OF NOVA SCOTIA

Sgd: *Myra A. Freeman*

G/S

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

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

GREETING:

#### A PROCLAMATION

WHEREAS in and by Section 8 of Chapter 16 of the Acts of 2002, *An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*, it is enacted as follows:

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

AND WHEREAS it is deemed expedient that Chapter 16 of the Acts of 2002, *An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*, come into force on and not before November 1, 2002;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 16 of the Acts of 2002, *An Act to Amend Chapter 5 of the Acts of 1995-96, the Cosmetology Act*, come into force on and not before November 1, 2002, of which all persons concerned are to take notice and govern themselves accordingly.

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

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

AT Our Government House in the Halifax Regional Municipality, this 1st day of November, in the year of Our Lord two thousand and two and in the fifty-first year of Our Reign.

BY COMMAND:

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