

EC2013-42

**FINANCIAL ADMINISTRATION ACT
SPECIAL WARRANT
(SUPPLEMENTARY EXPENDITURE FOR FISCAL YEAR 2011-2012)**

Pursuant to subsection 37(1) of the *Financial Administration Act* R.S.P.E.I. 1988, Cap. F-9, Council ordered that a Special Warrant do issue authorizing a supplementary payment out of the Operating Fund for the Department of Agriculture and Forestry as follows:

| Account Class | Account Name | Amount |
|----------------------|---|---------------------|
| | CORPORATE AND FINANCIAL SERVICES Farm Income Risk Management | |
| 0023-04312 | Grants – AgriInvest | <u>\$853,900.00</u> |

EC2013-43

**HERITAGE PLACES PROTECTION ACT
HERITAGE PLACES ADVISORY BOARD
APPOINTMENTS**

Pursuant to subsection 3(1) of the *Heritage Places Protection Act* R.S.P.E.I. 1988, Cap. H-3.1 and subsection 2(1) of the *Heritage Places Protection Act* Regulations (EC414/00), Council made the following appointments:

| NAME | TERM OF APPOINTMENT |
|--|--|
| Jock Beck Montague (reappointed) | 9 February 2013 to 9 February 2016 |
| Carol Livingstone West Point (vice John Coady, resigned) | 22 January 2013 to 22 January 2016 |
| Julie Simmons Summerside (reappointed) | 10 November 2012 to 10 November 2015 |
| Sterling Stratton Charlottetown (reappointed) | 10 November 2012 to 10 November 2015 |

EC2013-44

**HIGHWAY SIGNAGE ACT
REGULATIONS
AMENDMENT**

Pursuant to section 16 of the *Highway Signage Act* R.S.P.E.I. 1988, Cap. H-4.1, Council made the following regulations:

1. (1) Subsection 1(1) of the *Highway Signage Act* Regulations (EC298/03) is amended

(a) by the addition of the following after clause (a):

(a.1) “canopy sign” means a sign that is attached to or applied on a canopy sign canopy;

(b) by the addition of the following after clause (c):

(c.1) “off-premises sign” means a sign that contains one or more off-premises sign advertisements that direct attention to a business, commodity, service, industry or other activity that is sold, offered or conducted on a property other than the property on which the sign is erected, displayed, maintained or placed;

(c) by the addition of the following after clause (e):

(e.1) “sandwich board sign” means a portable sign of an A-frame or sandwich board sign T-frame construction;

(d) in clause (f), by the addition of the word “temporary” after the words “means a”;

(e) in clause (g), by the deletion of the period and the substitution of a semicolon; and

(f) by the addition of the following after clause (g):

(h) “window sign” means a sign that is window sign
(i) attached to or applied on an exterior window or door of a building, or
(ii) hanging parallel to, and within one metre of, an exterior window or door of a building.

(2) Subsection 1(2) of the regulations is amended

(a) by renumbering clause (a) as clause (a.1); and

(b) by the addition of the following immediately before clause (a.1):

(a) “fascia sign” means a sign that is attached to or applied on the fascia sign exterior of a wall of a building;

2. Section 2 of the regulations is revoked and the following substituted:

APPLICATION

2. (1) The following municipalities are exempt from the application of the Act and these regulations: Exempt municipalities

- (a) Alberton;
- (b) Borden-Carleton;
- (c) Charlottetown;
- (d) Cornwall;
- (e) Georgetown;
- (f) Kensington;
- (g) Miltonvale Park;
- (h) Montague;
- (i) New Haven-Riverdale;
- (j) Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico;
- (k) Stratford;
- (l) Souris;

(m) Summerside;

(2) These regulations do not apply to traffic signs erected, displayed, maintained or placed under the *Highway Traffic Act* R.S.P.E.I. 1988, Cap. H-5 or its regulations.

Traffic signs

3. Section 3 of the regulations is revoked and the following substituted:

SIGNS – RESTRICTIONS AND EXCEPTIONS

3. No person shall erect, display, maintain or place, within view of a highway, a sign that resembles a traffic control device, including one that

No signs resembling traffic control devices

- (a) contains the words “stop”, “caution” or “danger”; or
- (b) incorporates red, amber or green lights.

4. The regulations are amended by the addition of the following after section 3:

3.1 (1) No person shall erect, display, maintain or place an off-premises sign within view of a highway, unless the sign

Off-premises signs – prohibition and exceptions

- (a) concerns public safety and welfare;
- (b) relates to a federal, provincial, municipal or school board election, provided the sign is not erected, displayed, maintained or placed
 - (i) until after the election writ has been issued for a provincial or federal election, or
 - (ii) more than one month before the date of a municipal or school board election;
- (c) is erected, displayed, maintained or placed pursuant to an enactment or a court order;
- (d) relates to a yard sale, provided the sign is erected, displayed, maintained or placed not more than seven days prior to the date of the yard sale;
- (e) is part of a floral or landscaping arrangement;
- (f) was, on the day before the Act came into force, erected, displayed, maintained or placed under the Highway Informational Signage System Program operated by the Department under the former Act;
- (g) is erected, displayed, maintained or placed by the Department, including
 - (i) a directional sign for a map stop,
 - (ii) a directional sign for a tourism business,
 - (iii) a sign respecting a coastal touring route, and
 - (iv) a symbol board sign;
- (h) is erected, displayed, maintained or placed under the authority of a special event sign registration permit issued under subsection 4(1); or
- (i) is one of the following types, erected by a provincial, regional or municipal authority:
 - (i) a welcome sign indicating the name of the province, a region of the province, or a municipality, where the sign is located at an entrance point to the province, region, or municipality, as the case may be,
 - (ii) a directional sign respecting parking or a street entrance or exit,
 - (iii) a sign identifying a residential neighbourhood, where the sign is located at an entrance point to the residential neighbourhood,
 - (iv) a flag or pennant of a municipal, provincial or federal government.

(2) Any person who erects, displays, maintains or places a sign referred to in clause (1)(b) shall ensure that the sign is removed within seven days after the date of the election.

Removal of off-premises election sign

(3) Any person who erects, displays, maintains or places a sign referred to in clause (1)(d) shall ensure that the sign is removed within two days after the date of the yard sale.

Removal of off-premises yard sale sign

3.2 No person shall erect, display, maintain or place an on-premises sign within view of a highway without a registration permit, unless the sign

On-premises signs – permit required, exceptions

- (a) identifies
 - (i) a church or community centre,

- (ii) a non-profit service club or organization,
 - (iii) a historical building or historical site,
 - (iv) a park or natural area,
 - (v) a sports field or arena,
 - (vi) a school or post-secondary educational institution, or
 - (vii) a dump, waste depot or recycling centre operated by a municipality or the provincial government;
- (b) relates to construction on the property, provided the sign is erected, displayed, maintained or placed only while construction is ongoing;
- (c) prohibits trespassing;
- (d) indicates the name or address of a property owner or occupier;
- (e) advertises real estate;
- (f) contains a religious belief or message; or
- (g) is one the following types, provided it is not a special event sign:
- (i) a sandwich board sign,
 - (ii) a window sign,
 - (iii) a fascia sign.
- 3.3** Every permit holder shall ensure that a sign erected, displayed, maintained or placed under the authority of a registration permit Compliance with permit
- (a) meets any conditions attached to the permit; and
 - (b) is erected, displayed, maintained or placed in accordance with any conditions attached to the permit.
- 3.4** No person shall erect, display, maintain or place, within view of a highway, Size and number of sandwich board signs
- (a) a sandwich board sign that exceeds 1.5 square metres (16.15 square feet) in area; or
 - (b) more than two sandwich board signs on a single property.
- 3.5** (1) No person shall erect, display, maintain or place, within view of a highway, a free-standing sign that Size and placement of free-standing signs
- (a) exceeds 8 metres (26.25 feet) in height above the main grade of the ground in which it is placed; or
 - (b) has a surface area, excluding supports, that exceeds
 - (i) 3 square metres (32.3 square feet), if the sign is located at the boundary of the property and a highway, or
 - (ii) the sum of
 - (A) 3 square metres (32.3 square feet), and
 - (B) 1 square metre (10.7 square feet) for each linear metre that the sign is set back from the nearest boundary of the property and a highway, up to a maximum of 14 square metres (150.64 square feet),
 if the sign is not located at the boundary of the property and a highway.
- (2) No person shall erect, display, maintain or place, within view of a highway, a canopy sign that exceeds Size of canopy sign
- (a) twenty-five percent of the surface area of the canopy; or
 - (b) the surface area, excluding supports, of any free-standing sign located on the same property.
- 3.6** (1) No person shall erect, display, maintain or place, within view of a highway, a fascia sign that exceeds ten percent of the surface area of the wall to which the sign is attached or applied. Size of fascia sign
- (2) No person shall attach or apply to a single wall, within view of a highway, more than one fascia sign. Ibid
- 3.7** No person shall attach or apply to the roof of a building, within view of a highway, a sign that exceeds ten percent of the surface area of the roof. Size of sign on roof
- 3.8** (1) No person shall, within view of a highway, attach or apply a sign to, or support a sign with, a utility pole or a tree. No signs on utility pole or tree
- (2) No person shall erect, display, maintain or place a sign Placement of sign
- (a) within a public right-of-way;
 - (b) where it impedes the sight lines of persons travelling on a highway;
 - (c) in a green area, located within a traffic intersection or at the entrance to a driveway; or
 - (d) where it encroaches on a sidewalk or other pedestrian path.

5. (1) Clause 4(1)(b) of the regulations is amended**(a) in subclause (iii),**

(i) by the deletion of the words “Public Works” and the substitution of the words “Infrastructure Renewal”, and

(ii) by the deletion of the words “, and” and the substitution of a comma; and

(b) by the revocation of subclause (iv) and the substitution of the following:

(iv) that the requirements of subsection 11(1) or 12(1) are met, and

(v) that the applicant meets the requirements of any enactment governing the sale, offer or conduct of the business, commodity, service, industry or other activity to which the sign or signs to be authorized by the permit relate.

(2) Clause 4(6)(d) of the regulations is revoked and the following substituted:

(d) the number of signs authorized by the permit;

(d.1) if specified on the permit, the structure and size of each sign authorized by the permit;

(d.2) any conditions attached to the permit under section 5;

6. Section 5 of the regulations is amended by the deletion of the words “or location of a sign” and the substitution of the words “size or location of a sign, or the number of signs, authorized by the permit”.**7. Section 6 of the regulations is revoked and the following substituted:**

6. The Registrar may revoke a registration permit, and order the removal of any sign the permit holder is authorized to erect, display, maintain or place under the registration permit, if Revocation

(a) the permit holder contravenes a provision of, or ceases to meet the requirements of

(i) the Act or these regulations,

(ii) any condition attached to the permit, or

(iii) any enactment governing the sale, offer or conduct of the business, commodity, service, industry or other activity to which the sign relates; or

(b) a sign erected, displayed, maintained or placed under the permit

(i) pertains to a business that has ceased to operate for a period of three or more consecutive months, or

(ii) represents a safety hazard, in the opinion of the Registrar.

8. Subsection 11(1) of the regulations is revoked and the following substituted:

11. (1) An on-premises sign registration permit may only be issued to an applicant if, with respect to the property to which the permit will apply, Requirements

(a) the applicant

(i) owns or leases the property, and

(ii) holds a valid and subsisting registration certificate issued under the *Revenue Tax Act* R.S.P.E.I. 1988, Cap. R-14 with respect to the business, commodity, service, industry or other activity sold, offered or conducted on the property and to which the sign relates;

(b) there is no other on-premises sign registration permit in effect for the property; and

(c) infrastructure is located on the property, out of which the business, commodity, service, industry or other activity to which the sign relates is sold, offered or conducted by one or more individuals on site.

(2) Subsection 11(2) of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.**(3) Subsections 11(3) and (4) of the regulations are revoked and the following substituted:**

(3) An on-premises sign registration permit authorizes the permit holder to erect, display, maintain or place, within view of a highway, on the property to which the permit applies,

Signs authorized by on-premises sign registration permit

- (a) either
 - (i) one free-standing sign, if the property is not adjacent to the intersection of two or more highways, or
 - (ii) up to two free-standing signs, if the property is adjacent to the intersection of two or more highways; and
- (b) one canopy sign.

9. (1) Subsection 12(2) of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.

(2) Subsection 12(3) of the regulations is amended

(a) in the words preceding clause (a), by the addition of the word “signs” after the words “maintain or place”; and

(b) by the revocation of clause (a) and the substitution of the following:

- (a) of the size and in the number specified on the permit;

10. (1) Subsection 14(1) of the regulations is amended by the deletion of the words “under section 9 of the Act”.

(2) Subsection 14(3) of the regulations is revoked and the following substituted:

(3) A directional sign for a tourism business may be erected, displayed, maintained or placed only

Locations

- (a) at an intersection of two or more highways, within a 15-km radius of the tourism business; and
- (b) at a location where the sign does not indicate to oncoming traffic that the tourism business is straight ahead.

(3) Subsection 14(4) of the regulations is amended

(a) in clause (a), by the deletion of the word “may” and the substitution of the word “shall”;

(b) in clause (b), by the deletion of the word “may” and the substitution of the word “shall”;

(c) in clause (c), by the deletion of the words “must, on the left side of the sign, include an arrow” and the substitution of the words “shall, on the left side of the sign, include a left or right turn arrow”; and

(d) in clause (d), by the deletion of the word “must” and the substitution of the word “shall”.

11. Section 16 of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.

12. The regulations are amended by the deletion of the heading immediately before section 17 and the substitution of the following:

GENERAL

13. Section 17 of the regulations is amended by the deletion of the words “the Schedule” and the substitution of the words “Schedule 1”.

14. The regulations are amended by the addition of the following after section 17:

17.1 The form of the notice to remove a sign prescribed for the purposes of the Act and these regulations is set out in Schedule 2.

Notice

15. The Schedule to the regulations is renamed as Schedule 1.

16. The regulations are amended by the addition of Schedule 2 after Schedule 1 as set out in the Schedule to these regulations.

17. These regulations come into force on February 2, 2013.

**SCHEDULE 2
NOTICE TO REMOVE SIGN**

Date Issued: _____ **Parcel/Property N°:** _____

Business and Sign Name/Destructor: _____

Civic Address of the property on which the sign is erected:

Community Name: _____

Registered Property Owner's Name: _____

Mailing Address: _____

This Notice to Remove Sign is being issued to you because the sign that you have erected, displayed, maintained or placed on your property is not compliant with the *Highway Signage Act* R.S.P.E.I. 1988, Cap. H-4.1, or the regulations made pursuant to it, which states:

REMOVAL OF SIGNS

6. (1) Where **Notice to Removal**

- (a) a compliance officer who finds a sign that is erected, displayed, maintained or placed contrary to the regulations; or
- (b) the Registrar revokes a registration permit for a sign under the regulations,

the compliance officer or the Registrar, as the case may be, may serve a notice to remove the sign, in the prescribed form, on the registered owner of the land on which the sign is erected, displayed, maintained or placed.

(2) The notice referred to in subsection (1) may be served by registered letter, or by personal service, to the registered owner of land referred to in subsection (1). **Service of Notice**

(3) The registered owner of land who fails to remove a sign, or to cause it to be removed, within five days after receipt of a notice in writing from a compliance officer requiring that person to do so is guilty of an offence and liable on summary conviction to a fine of not less than \$500 and in default of payment is liable to imprisonment for a term not exceeding 30 days. **Offence, Fine**

7. (1) Where the registered owner of land fails to remove a sign within five days from the date the notice to remove is deemed to be received by the registered owner under subsection 6(2), a compliance officer or his or her agents may, without a warrant, enter the land on which the sign is located and remove the sign or cause it to be removed. **Removal by Compliance Officer**

(2) Where a sign is erected, displayed, maintained or placed that is, in the opinion of a compliance officer, similar to a sign that has been removed in accordance with subsection (1), the compliance officer or his or her agents may, without further notice, enter the land on which it is located and remove the sign or cause it to be removed. **Idem**

(3) Any costs resulting from the removal of any sign pursuant to subsection (2) shall be borne by the registered owner of the land on which the sign is located and shall be a debt due Her Majesty in right of the province. **Cost Payable by Owner**

Take notice by the issuance and service of this Notice to Remove Sign you are required to have the above noted sign removed from the said property within five (5) days from the date of receipt as per section 6 of the *Highway Signage Act*.

Issued by: _____

Registrar of Signs or Compliance Officer
Department of Tourism and Culture
Province of Prince Edward Island

EXPLANATORY NOTES

SECTION 1 adds definitions for “canopy sign”, “off-premises sign”, “sandwich board sign”, “window sign” and “fascia sign”.

SECTION 2 expands the list of municipalities exempted from the application of the Act and the regulations. It also states that these regulations do not apply to signs erected, displayed, maintained or placed under the *Highway Traffic Act* or its regulations.

SECTION 3 prohibits the erection, display, maintenance or placement of signs that resemble a traffic control device.

SECTION 4 prohibits the erection, display, maintenance or placement of off-premises signs within view of a highway, except those listed. It also prohibits the erection, display, maintenance or placement of on-premises signs within view of a highway without a registration permit, except those listed. The section requires permit holders to comply with the permit. It also sets out requirements respecting the size and placement of different types of signs.

SECTION 5 amends the name of the Department responsible for the Act and the regulations. It also amends requirements for a registration permit and the information the Registrar is to enter in the register on issuing a registration permit.

SECTION 6 amends the matters about which the Registrar may attach conditions to a registration permit.

SECTION 7 sets out the circumstances in which the Registrar may revoke a registration permit and order the removal of signs erected, displayed, maintained or placed under the permit.

SECTION 8 sets out requirements for an on-premises registration permit, with respect to the property to which the permit will apply. It also sets out the signs such a permit authorizes.

SECTION 9 makes minor wording amendments.

SECTION 10 clarifies the permitted placement and location of tourism directional signs. It also makes minor wording amendments.

SECTION 11 replaces “must” with “shall”.

SECTION 12 amends a heading.

SECTION 13 amends a reference to “the Schedule” to refer to “Schedule 1” to reflect the addition of another schedule.

SECTION 14 adds a provision indicating that the form of the notice to remove a sign is set out in Schedule 2.

SECTION 15 renames the “Schedule” to the regulations as “Schedule 1”.

SECTION 16 provides for the addition of Schedule 2.

SECTION 17 provides for the commencement of this regulations amendment.

EC2013-45**INTERJURISDICTIONAL SUPPORT ORDERS ACT
GENERAL REGULATIONS
AMENDMENT**

Pursuant to section 41 of the *Interjurisdictional Support Orders Act* R.S.P.E.I. 1988, Cap. I-4.2, Council made the following regulations:

1. The Schedule entitled “RECIPROCATING JURISDICTIONS” of the *Interjurisdictional Support Orders Act* General Regulations (EC218/03) is revoked and the Schedule as set out in the Schedule to these regulations is substituted.

2. These regulations come into force on February 2, 2013.

SCHEDULE**SCHEDULE****RECIPROCATING JURISDICTIONS**

Australia - the following states and territories:

Capital Territory of Australia
New South Wales
Northern Territory of Australia
Queensland
South Australia
Tasmania
Victoria
Western Australia

Austria

Canada - the following provinces and territories:

Alberta
British Columbia
Manitoba
New Brunswick
Newfoundland and Labrador
Northwest Territories
Nova Scotia
Nunavut
Ontario
Quebec
Saskatchewan
Yukon Territory

England**Federal Republic of Germany****Guernsey, Alderney and Sark****Isle of Man****States of Jersey****Malta** and its dependencies**New Zealand****Northern Ireland****Papua and New Guinea****Poland**

United States of America - All fifty States, District of Columbia, Guam, Puerto Rico, United States Virgin Islands and any other jurisdiction of the United States participating in Title IV-D of the *Security Act* (U.S.A.)

Zimbabwe

EXPLANATORY NOTES

SECTION 1 revokes and replaces the Schedule of reciprocating jurisdictions, adding to the jurisdictions of the United States of America.

SECTION 2 provides for the commencement of these regulations.

EC2013-46

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
TERRY GINGERICH AND KELLY GINGERICH
(APPROVAL)

Pursuant to section 4 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Terry Gingerich and Kelly Gingerich, both of Harriston, Ontario to acquire an interest in a land holding of approximately ninety-nine decimal eight eight (99.88) acres of land in Lot 24, Queens County, Province of Prince Edward Island, being acquired from Geerling Goosen and Joan Amy Goosen, both of Chilliwack, British Columbia.

EC2013-47

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
STEPHEN S. HOBBS AND SANDRA J. HOBBS
(APPROVAL)

Pursuant to section 4 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Stephen S. Hobbs and Sandra J. Hobbs, both of Little York, Prince Edward Island to acquire a land holding of approximately ten (10) acres of land in Lot 35, Queens County, Province of Prince Edward Island, being acquired from Brian Thomas Taylor of Summerside, Prince Edward Island.

Further, Council noted that the said land holding, being Provincial Property No. 142042, was previously identified for non-development use in accordance with section 2 of the Land Identification Regulations (EC606/95) made under the said Act PROVIDED THAT identification for non-development use not prevent use of the property in the operation of a campground and cottage rental business. This condition continues to apply.

EC2013-48

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 STEVEN KELLEY, GILLIAN POTTIE, LIAM KELLEY,
 ROBERT BURNS CAMERON, MARY ELIZABETH CAMERON,
 ROBERT BURNS CAMERON, JR., TAYLOR MORANN FREEMAN,
 AND JOSEPH SCOTT CAMERON
 (APPROVAL)

Pursuant to section 4 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Steven Kelley, Gillian Pottie, Liam Kelley, all of Halifax, Nova Scotia; and Robert Burns Cameron, Mary Elizabeth Cameron, Robert Burns Cameron, Jr., Taylor Morann Freeman and Joseph Scott Cameron, all of Dartmouth, Nova Scotia to acquire an interest in a land holding of approximately two decimal three seven (2.37) acres of land in Lot 32, Queens County, Province of Prince Edward Island, being acquired from N.A.S. Holdings Ltd. of Cornwall, Prince Edward Island.

EC2013-49

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 STEVEN KELLEY, GILLIAN POTTIE, LIAM KELLEY,
 ROBERT BURNS CAMERON, MARY ELIZABETH CAMERON,
 ROBERT BURNS CAMERON, JR., TAYLOR MORANN FREEMAN,
 AND JOSEPH SCOTT CAMERON
 (APPROVAL)

Pursuant to section 4 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Steven Kelley, Gillian Pottie, Liam Kelley, all of Halifax, Nova Scotia; and Robert Burns Cameron, Mary Elizabeth Cameron, Robert Burns Cameron, Jr., Taylor Morann Freeman and Joseph Scott Cameron, all of Dartmouth, Nova Scotia to acquire an interest in a land holding of approximately five decimal one eight (5.18) acres of land in Lot 32, Queens County, Province of Prince Edward Island, being acquired from N.A.S. Holdings Ltd. of Cornwall, Prince Edward Island.

EC2013-50

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 1267388 ONTARIO INC.
 (APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to 1267388 Ontario Inc. of Harriston, Ontario to acquire a land holding of approximately ninety-nine decimal eight eight (99.88) acres of land in Lot 24, Queens County, Province of Prince Edward Island, being acquired from Geerling Goosen and Joan Amy Goosen, both of Chilliwack, British Columbia.

Further, Council noted that the said land holding, being Provincial Property Nos. 241083 and 241091, was previously identified for non-development use in accordance with section 2 of the Land Identification Regulations (EC606/95) made under the said Act. Identification continues to apply.

EC2013-51

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 ARTHUR MOONEY & SONS LTD.
 (APPROVAL)

Pursuant to section 5 and section 9 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Arthur Mooney & Sons Ltd. of St. Catherines, Prince Edward Island to acquire a land holding of approximately twenty-four (24) acres of land in Lot 45, Kings County, Province of Prince Edward Island, being acquired from William Malone and Donna Malone, both of Souris, Prince Edward Island PROVIDED THAT the said real property is identified for non-development use pursuant to the Land Identification Regulations (EC606/95) made under the said Act.

EC2013-52

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 ARTHUR MOONEY & SONS LTD.
 (APPROVAL)

Pursuant to section 5 and section 9 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Arthur Mooney & Sons Ltd. of St. Catherines, Prince Edward Island to acquire a land holding of approximately twenty-five decimal two two (25.22) acres of land in Lot 45, Kings County, Province of Prince Edward Island, being acquired from Elizabeth P. MacDonald of Stratford, Prince Edward Island PROVIDED THAT the said real property is identified for non-development use pursuant to the Land Identification Regulations (EC606/95) made under the said Act.

EC2013-53

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 CNG ENTERPRISES LTD.
 (APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to CNG Enterprises Ltd. of Brackley Beach, Prince Edward Island to acquire a land holding of approximately one decimal eight six (1.86) acres of land in Lot 33, Queens County, Province of Prince Edward Island, being acquired from Gregory Johnston of Brackley Beach, Prince Edward Island.

EC2013-54

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
CNG ENTERPRISES LTD.
(APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to CNG Enterprises Ltd. of Brackley Beach, Prince Edward Island to acquire a land holding of approximately zero decimal zero seven (0.07) acres of land in Lot 33, Queens County, Province of Prince Edward Island, being acquired from Colleen Casford and Gregory Johnston, both of Brackley Beach, Prince Edward Island.

EC2013-55

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
CNG ENTERPRISES LTD.
(APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to CNG Enterprises Ltd. of Brackley Beach, Prince Edward Island to acquire a land holding of approximately one decimal eight seven (1.87) acres of land in Lot 33, Queens County, Province of Prince Edward Island, being acquired from Arnold G. Trainor of Brackley, Prince Edward Island.

EC2013-56

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
CHARLOTTETOWN METAL PRODUCTS LTD.
(APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Charlottetown Metal Products Ltd. of Milton, Prince Edward Island to acquire a land holding of approximately five decimal one eight (5.18) acres of land in Lot 32, Queens County, Province of Prince Edward Island, being acquired from N.A.S. Holdings Ltd. of Cornwall, Prince Edward Island.

EC2013-57

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 CHARLOTTETOWN METAL PRODUCTS LTD.
 (APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Charlottetown Metal Products Ltd. of Milton, Prince Edward Island to acquire a land holding of approximately two decimal three seven (2.37) acres of land in Lot 32, Queens County, Province of Prince Edward Island, being acquired from N.A.S. Holdings Ltd. of Cornwall, Prince Edward Island.

EC2013-58

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 EAST RIVER FARMS INC.
 (APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to East River Farms Inc. of Marshfield, Prince Edward Island to acquire, by lease, an interest in a land holding of approximately one hundred and forty (140) acres of land in Lot 34, Queens County, Province of Prince Edward Island, being acquired from Bruce Wood, doing business as East River Farms of Marshfield, Prince Edward Island.

EC2013-59

PRINCE EDWARD ISLAND
 LANDS PROTECTION ACT
 PETITION TO ACQUIRE A LAND HOLDING
 HABITAT FOR HUMANITY PRINCE EDWARD ISLAND INC.
 (APPROVAL)

Pursuant to section 5 and section 9 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Habitat for Humanity Prince Edward Island Inc. of Charlottetown, Prince Edward Island to acquire a land holding of approximately thirty decimal three one (30.31) acres of land in Lot 33, Queens County, Province of Prince Edward Island, being acquired from Linda J. Nicholson of Cornwall, Prince Edward Island PROVIDED THAT the part of the said real property that has not received planning approval, approximately twelve decimal eight three (12.83) acres is identified for non-development use pursuant to the Land Identification Regulations (EC606/95) made under the said Act.

EC2013-60

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
ISLAND SANDBLASTING (1987) LTD.
(APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Island Sandblasting (1987) Ltd. of Winsloe, Prince Edward Island to acquire a land holding of approximately five decimal one eight (5.18) acres of land in Lot 32, Queens County, Province of Prince Edward Island, being acquired from Coopers and Lybrand, Trustee in Bankruptcy of Charlottetown, Prince Edward Island.

EC2013-61

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
L & C ENTERPRISES LTD.
(APPROVAL)

Pursuant to section 5 and section 9 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to L & C Enterprises Ltd. of Kensington, Prince Edward Island to acquire a land holding of approximately one hundred and two decimal eight six (102.86) acres of land in Lot 19, Prince County, Province of Prince Edward Island, being acquired from Robert "Lea" Crozier and M. Curtis Crozier, both of Kensington, Prince Edward Island PROVIDED THAT the portion of the said real property that has not received planning approval, approximately ninety-six decimal zero three (96.03) acres is identified for non-development use pursuant to the Land Identification Regulations (EC606/95) made under the said Act.

EC2013-62

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PETITION TO ACQUIRE A LAND HOLDING
TIGNISH ATV SPORTSMEN RIDERS INC.
(APPROVAL)

Pursuant to section 5 of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Tignish ATV Sportsmen Riders Inc. of Tignish, Prince Edward Island to acquire a land holding of approximately twenty decimal five (20.5) acres of land in Lot 2, Prince County, Province of Prince Edward Island, being acquired from West Prince Snowmobile Club Inc. of Tignish, Prince Edward Island.

Further, Council noted that the said land holding, being Provincial Property No. 12443, was previously subject to a condition preventing subdivision in accordance with section 9 of the said Act. This subdivision restriction continues to apply.

EC2013-63

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
APPLICATION TO LEASE LAND
TOWNSHEND POTATO COMPANY LTD.
(TO RESCIND)

Council, having under consideration Order-in-Council EC2008-214 of March 28, 2008, rescinded the said Order forthwith, thus rescinding permission for Townshend Potato Company Ltd. to acquire, by lease, an interest in a land holding or land holdings of up to nine hundred and eighty-five (985) acres of land as part of the said corporation's aggregate land holdings.

EC2013-64

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
APPLICATION TO LEASE LAND
TOWNSHEND POTATO COMPANY LTD.
(APPROVAL)

Pursuant to section 5 and clause 5.3(1)(b) of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5 Council granted permission to Townshend Potato Company Ltd. of Souris, Prince Edward Island to acquire, by lease, an interest in a land holding or land holdings of up to one thousand, three hundred (1,300) acres of land as part of the said corporation's aggregate land holdings PROVIDED THAT the said Townshend Potato Company Ltd. files a statement with the Island Regulatory and Appeals Commission within one year of the date of this Order and prior to 31 December in every subsequent year disclosing the parcel number, the acreage and the term of lease for each parcel leased during the reporting period covered by the statement.

EC2013-65

PRINCE EDWARD ISLAND
LANDS PROTECTION ACT
PROPERTY NO. 242107, LOT 23, QUEENS COUNTY
IDENTIFICATION FOR NON-DEVELOPMENT USE
AMENDMENT

Pursuant to subsection 9(2) of the *Prince Edward Island Lands Protection Act* R.S.P.E.I. 1988, Cap. L-5, Council amended the condition of non-development use made pursuant to section 2 of the Land Identification Regulations (EC606/95) in respect of approximately twenty-two decimal six one (22.61) acres of land, being Provincial Property No. 242107 located in Lot 23, Queens County, Prince Edward Island and currently owned by Philip Pineau and Barbara Eye (Estate of) of Hunter River, Prince Edward Island.

Council noted that this amendment will enable subdivision of a parcel of land of approximately one (1) acre SUBJECT TO the subdivided parcel being consolidated with the adjacent Provincial Property No. 242115. Further, Council determined that following subdivision, identification for non-development use shall continue to apply to the remaining land.

This Order-in-Council comes into force on January 22, 2013.

EC2013-66

**CRIMINAL CODE (CANADA)
PROVINCE OF PRINCE EDWARD ISLAND
REQUEST FOR DESIGNATION
FOR PURPOSES OF SECTION 347.1**

The Lieutenant Governor in Council requests that the Governor in Council of Canada designate the Province of Prince Edward Island for the purposes of section 347.1 of the *Criminal Code (Canada)* R.S.C. 1985, Chapter C-46, as Prince Edward Island has enacted the *Payday Loans Act* and the *Payday Loans Act* General Regulations (EC2013-67) which provide legislative measures that protect recipients of payday loans and that provide for limits on the total cost of borrowing under payday loan agreements.

EC2013-67

**PAYDAY LOANS ACT
REGULATIONS**

Pursuant to section 60 of the *Payday Loans Act* R.S.P.E.I. 1988, Cap. P-2.1, the Lieutenant Governor in Council made the following regulations:

DEFINITIONS

- | | |
|--|------------------------------|
| 1. In these regulations | Definitions |
| (a) "Act" means the <i>Payday Loans Act</i> R.S.P.E.I. 1988, Cap. P-2.1; | Act |
| (b) "device" means an instrument, including a debit card or a cheque, that the lender under a payday loan agreement uses to deliver or provide access to all or part of the advance to the borrower in a form other than cash; | device |
| (c) "remote payday loan agreement" means a payday loan agreement entered into when | remote payday loan agreement |
| (i) the borrower is not present with the lender, if no loan broker assisted the borrower in obtaining the payday loan, or | |
| (ii) the borrower is not present with the loan broker or the lender, if a loan broker assisted the borrower in obtaining the payday loan. | |

LICENCES OR RENEWAL OF LICENCES

- | | |
|---|----------------------------------|
| 2. (1) An applicant for a licence or renewal of a licence shall provide the Registrar with | Application process |
| (a) the legal name of the applicant; | |
| (b) the address of each office that the applicant intends to operate when acting as a licensee; | |
| (c) the names of the applicant registered under the <i>Partnership Act</i> R.S.P.E.I. 1988, Cap. P-1 that the applicant intends to use at any office when licensed and an indication of the address of each office at which the applicant intends to use each of the names when licensed; and | |
| (d) for each account that the applicant intends to maintain under section 11, the address of the branch of the institution in which the account is located, the account number of the account, an indication for which offices the applicant intends to use the account and the names of all persons with signing authority over the account. | |
| (2) An application for a licence or renewal of a licence shall | Contents of application and fees |
| (a) contain, in the form that the Registrar specifies, the information that the Registrar specifies and that is relevant to the decision to be made by the Registrar as to whether to issue or renew the licence; and | |
| (b) be accompanied by the fees required under section 37. | |

3. The following are the prescribed requirements mentioned in subsections 9(1) and 10(1) of the Act for an applicant for a licence or renewal of a licence: Eligibility requirements
- (a) if the applicant is an individual, the applicant must be at least 18 years of age;
 - (b) the applicant shall have paid the fees required under section 37;
 - (c) if the applicant is a corporation, all of its officers and directors who are individuals must be at least 18 years of age;
 - (d) if the applicant is a corporation, at least one officer or director of the corporation must be an individual who is ordinarily resident in Canada.
4. (1) Upon issuing a licence or a renewal of a licence, the Registrar shall give the licensee a certificate of licence for the licensee's main office and a certificate of licence for each of the licensee's branch offices, if any. Certificates of licence
- (2) If the licensee operates only one office, references in this section to the licensee's main office shall be read as references to that office of the licensee. Main office
- (3) A certificate of licence mentioned in subsection (1) shall include Contents of certificate
- (a) the licensee's legal name;
 - (b) if the licensee uses a name registered under the *Partnership Act* at the office in respect of which the certificate is given, the name used at that office;
 - (c) an indication of whether the licensee is a lender or a loan broker;
 - (d) the licence number of the licensee;
 - (e) the address of the office to which the certificate relates;
 - (f) if the licensee operates more than one office, an indication whether the office to which the certificate relates is the main office or a branch office; and
 - (g) the expiry date of the term of the licence.
- (4) At a licensee's main office and each of the licensee's branch offices, if any, the licensee shall post the certificate of licence that relates to the office so that the certificate is visible to persons immediately upon entering the office. Branch offices
- (5) If the licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall communicate to the borrower the information that is required to be on the certificate of licence for the main office of the licensee as soon as the borrower makes contact with the licensee. Remote agreement
- (6) If the Registrar revokes, suspends, cancels or refuses to renew the licence of a licensee, the licensee shall Revocation, cancellation, suspension or refusal
- (a) immediately return to the Registrar all certificates of licence that relate to the licensee's main office and branch offices, if any; and
 - (b) no longer communicate the information that subsection (5) required the licensee to communicate before the revocation, suspension, cancellation or the refusal to renew, as the case may be.
- (7) If a suspension of a licence ends before the term of the licence would have otherwise expired, then, when the suspension ends, End of suspension
- (a) the Registrar shall immediately return to the licensee the certificates of licence mentioned in clause (6)(a); and
 - (b) the licensee shall immediately resume complying with subsection (4) or (5), as the case may be.
- (8) A person who is required to return a certificate of a licence to another person under clause (6)(a) or (7)(a) shall do so using a form of delivery that provides proof of delivery. Return of certificate
5. The following are conditions of a licence: Conditions of licence
- (a) at each office authorized by the licence, the licensee shall display and provide educational materials about the payday lending industry, financial planning, the Act and the regulations that the Registrar approves and that are visible to borrowers immediately upon entering the office;
 - (b) if the licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall

- (i) communicate to the borrower, as soon as the borrower makes contact with the licensee, that the educational materials described in clause (a) are available, and
- (ii) at the request of the borrower, immediately provide the educational materials to the borrower;
- (c) if the licensee is a corporation, all of its officers and directors who are individuals must be at least 18 years of age;
- (d) if the licensee is a corporation, at least one officer or director of the corporation must be an individual who is ordinarily resident in Canada.
- 6.** The time prescribed for the purposes of subsection 18(1) of the Act is 120 days after the day that subsection comes into force. Transition, licences
- 7.** The time prescribed for the purposes of clause 19(a) of the Act is 12 months. Time for further application
- 8.** (1) If there is a change to any of the information that was included in an application for a licence or renewal of a licence after the applicant makes the application, whether or not the Registrar has issued or renewed the licence, the applicant or the licensee shall notify the Registrar, in writing, within five days after the change occurs and shall set out the nature of the change. Change of information
- (2) Subsection (1) does not apply if any other provision of the Act or the regulations requires the applicant or the licensee to give notice of the change to the Registrar. Other notice of the change
- GENERAL REGULATION OF LICENSEES**
- 9.** (1) A licence shall not authorize the licensee to operate an office except under the licensee's legal name or a name of the licensee registered under the *Partnership Act* R.S.P.E.I. 1988, Cap. P-1. Name of licensee
- (2) A licence shall not authorize the licensee to operate any office under more than one name registered under the *Partnership Act*, but the name registered under that Act under which the licensee operates any one office may be different from the name registered under that Act under which the licensee operates any other office. More than one office
- 10.** (1) A licensee shall maintain at least one office that is physically located in Prince Edward Island. Location of offices
- (2) A licence shall not authorize the licensee to operate an office from a dwelling. Dwelling
- (3) A licensee shall maintain an address for service that is in Prince Edward Island. Address for service
- 11.** (1) A licensee shall, in respect of the activity for which the licensee is licensed, maintain an account that Bank account or similar account
- (a) is in the legal name of the licensee; and
- (b) is located in Canada
- (i) in a bank or an authorized foreign bank within the meaning of section 2 of the *Bank Act* (Canada), or
- (ii) in a credit union as defined in the *Credit Unions Act* R.S.P.E.I. 1988, Cap C-29.1.
- (2) A licensee may maintain more than one account under subsection (1) but shall not use more than one such account for any one of the licensee's offices. More than one account
- (3) The licensee shall ensure that all amounts that the licensee receives or disburses in connection with the activity of the licensee for which an account mentioned in subsection (1) is maintained are deposited into or disbursed from the account, as the case may be. Deposits and disbursements
- (4) If there is any change in respect of an account mentioned in subsection (1), including a change in the address of the branch of the institution in which the account is located, the offices for which the licensee uses the account or the persons who have signing authority over the account, the licensee shall notify the Registrar in writing of the change and the nature of the change within five days after the change occurs. Notification of change

12. (1) A licensee shall keep all documents and records relating to the activity in respect of which the licensee is licensed separate and apart from the documents and records of any other activity that the licensee conducts and shall keep them in electronic or paper form at the office authorized by the licence to which they relate.

Documents and records

(2) The licensee shall keep the documents and records at the office required under subsection (1) for a time period of at least two years from the end of the term of the payday loan agreement to which they relate.

Records retention

13. (1) Upon request, a licensee shall provide information to the Registrar that is relevant to the administration of the Act.

Disclosure to Registrar

(2) If the Registrar so requests, the licensee shall provide the information in a form that is verified by affidavit.

Idem

(3) Within three months of the end of the licensee's fiscal year, a licensee shall file with the Registrar a financial statement in respect of the activities, during the fiscal year, of the business for which the licensee is licensed.

Idem

(4) The Registrar may require licensees to provide information to the Registrar about their business, including financial information, within the time and in the manner that the Registrar specifies.

Idem

PROTECTION OF BORROWERS

14. (1) A licensee shall display a poster in English at each of the offices authorized by the licence and shall ensure that the poster is visible to borrowers immediately upon entering the office and that it complies with this section.

Poster for payday loans

(2) The poster shall be of a minimum size of 61 centimetres in width by 76 centimetres in length.

Minimum width and length

(3) The poster shall consist of the following with respect to a payday loan agreement that the licensee offers to make with a borrower, if the licensee is a lender, or that the licensee offers to assist a borrower in obtaining, if the licensee is a loan broker, and shall not include anything else:

Contents

(a) a heading setting out

(i) the words "Maximum Allowable Cost per \$100 Borrowed:" in 144 point font, and

(ii) the amount "\$25" in 144 point font, immediately below the text described in subclause (i);

(b) a heading setting out

(i) the words "Our cost per \$100 borrowed:" in 72 point font, and

(ii) the total cost of borrowing per each \$100 advanced under the agreement in 144 point font, immediately below the text described in subclause (i);

(c) a subheading in 54 point font with the words "Example: Your \$300 loan for 14 days";

(d) the following in 54 point font:

(i) the words "Amount Advanced \$300.00", and

(ii) the words "Total Cost of Borrowing" followed by the total cost of borrowing per each \$300 advanced under the agreement;

(e) a horizontal line extending across the width of the text on the poster immediately below the text described in clause (d);

(f) the following in 54 point font: the words "Total You Repay" followed by the total of \$300 plus the total cost of borrowing per each \$300 advanced under the agreement;

(g) the words "This poster is required under the *Payday Loans Act*" in 36 point font.

(4) If a licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall communicate to the borrower the information required by subsection (3) for the poster before discussing with the borrower anything about payday loans.

Communication for remote lending

15. (1) Any licensee who makes representations in respect of a payday loan, or causes representations to be made in respect of a payday loan, in an advertisement shall do so in accordance with this section, regardless

Advertising

of whether the representations are made orally, in writing or in any other form.

(2) If an advertisement about a payday loan mentions cost of borrowing, the amount advanced, the repayment of the loan or the term of a payday loan agreement, the advertisement shall also disclose the following information:

Cost of borrowing disclosure

- (a) the maximum allowable cost of borrowing under payday loan agreements is \$25 per each \$100 advanced;
- (b) the actual cost of borrowing per each \$100 advanced under the payday loan agreement that the licensee offers or that the licensee offers to assist the borrower in obtaining;
- (c) the cost of borrowing described in clause (b) applied to \$300 advanced for a term of 14 days;
- (d) the cost of borrowing under the agreement mentioned in clause (b), expressed as a total amount;
- (e) the term of the agreement mentioned in clause (b), expressed in days;
- (f) the amount of the advance under the agreement mentioned in clause (b);
- (g) the total amount that the borrower is required to pay under the agreement mentioned in clause (b).

16. If, under subsection 50(4) of the Act, the Registrar requests a licensee to submit all statements to the Registrar for approval before publication, the time period prescribed for the purposes of subsection 50(5) of the Act is six months.

Registrar's approval before publication

17. (1) Before the parties enter into a payday loan agreement, the lender shall ensure that the borrower is informed orally or in writing of all the means available for obtaining a payday loan from the lender.

Information to borrower

(2) The lender shall ensure that the advance is provided to the borrower using the means that the borrower selects.

Advance to be provided by means selected by borrower

(3) No loan broker shall facilitate a contravention of subsection (1) or (2).

Facilitating contravention

(4) If a lender contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Repayment of advance

18. (1) The following amounts are prescribed as included in the cost of borrowing with respect to a payday loan agreement:

Cost of borrowing

- (a) any amount that must be paid by the borrower to process a payment provided by the borrower under the agreement;
- (b) any other amount that is connected directly or indirectly to the payday loan agreement and,
 - (i) that the borrower has paid upon entering into the agreement, or
 - (ii) that the borrower is obliged to pay upon entering into the agreement.

(2) Without limiting the generality of clause (1)(b), the amount described in that clause includes any amount the borrower paid or is obliged to pay in relation to a device.

Inclusion of amounts paid or obliged to pay in relation to a device

19. (1) For the purposes of subsection 27(1) of the Act, a payday loan agreement shall include the following:

Contents of payday loan agreements

(a) the following table, which is set out on the first page of the agreement and which does not include anything else:

| | |
|---|---|
| Details of Payday Loan Agreement | |
| Amount Borrowed | A |
| Term of the Agreement in Days | B |
| Total Cost of Borrowing | C |
| Maximum Allowable Cost per \$100 Borrowed | D |
| Cost per \$100 Borrowed | E |
| Total Amount Due under the Agreement | F |
| Payment Due Date | G |
| Borrower's Signature | H |

where,

A = the amount of money transferred to the borrower under the agreement,

B = the term of the agreement in days,

C = the cost of borrowing expressed as a total amount,

D = \$25 per \$100 borrowed,

E = the actual cost of borrowing expressed as an amount per \$100 advanced under the agreement,

F = the total of all payments that the borrower is required to make in connection with the agreement,

G = the date at which the borrower is required to pay amount F, and

H = the borrower's signature;

(b) the date of the agreement;

(c) the borrower's signature and name and, if any, the borrower's address and telephone number;

(d) the signature and legal name of the lender under the agreement;

(e) the name, if any, registered under the *Partnership Act* for the office from which the lender entered into the agreement, the address of that office, the telephone number of that office and information respecting other ways, if any, in which the borrower can contact the lender, such as facsimile number and e-mail address;

(f) if a loan broker assisted the borrower in obtaining the payday loan under the agreement,

(i) the legal name of the loan broker, and

(ii) the name, if any, registered under the *Partnership Act* for the office from which the loan broker assisted the borrower, the address of that office, the telephone number of that office and information respecting other ways, if any, in which the borrower can contact the loan broker, such as facsimile number and e-mail address;

(g) if the lender delivers or provides access to all or part of the advance to the borrower by way of a device, the following information about the device:

(i) information about where the borrower can access the terms and conditions governing the device, if the device is not a cheque,

(ii) an indication of the restrictions or exclusions of use, if any, related to the device, if the device is not a cheque,

(iii) instructions on how to use the device, if the device is not a cheque,

(iv) a statement that there may be a transaction charge for using the device,

(v) information about how the borrower can verify the amount of the balance on the device or accessible by the device, if the device is not a cheque,

(vi) if the device is not a cheque, a statement that the borrower may request the lender or the loan broker that assisted the borrower in obtaining the payday loan to disclose the balance on the device or accessible by the device and that the licensee who receives the request shall make the disclosure at no charge to the borrower,

(vii) the process for the borrower to obtain a replacement for the device and the amount, if any, that the borrower is required to pay for the replacement,

(viii) if the device is not a cheque, whether or not the device that the borrower obtains from the lender can be used under a subsequent payday loan agreement that the borrower enters into with the lender;

(h) the methods by which the borrower may make payment to the lender;

(i) the statements set out in subsection (2) in the language of the agreement;

(j) a statement that the borrower is entitled to receive a copy of the agreement by requesting it at any time before the end of one year from the end of the term of the agreement from,

(i) the lender, if no loan broker has assisted the borrower in obtaining the payday loan, or

(ii) the loan broker who assisted the borrower in obtaining the payday loan;

(k) information for contacting the Registrar, including an address, facsimile number and telephone number, as well as a toll-free number, if any;

(l) the website address of Consumer Services (Government of Prince Edward Island).

(2) The statements mentioned in clause (1)(i) are the following:

Statements

ATTENTION

This payday loan is intended to address short-term financial needs. The cost of borrowing for this loan may be significantly higher than the cost of borrowing from other lenders.

YOUR CANCELLATION RIGHTS UNDER THE PAYDAY LOANS ACT

You may cancel the agreement within two business days of entering into it. You do not have to give a reason for cancelling the agreement.

To cancel the agreement, you must provide your notice of cancellation, together with the amount you borrowed, to the business you dealt with to get your loan. If you have made any payments under the loan, the lender must return those payments to you at the earliest reasonable opportunity.

You may cancel the agreement at any time if you are not provided with the loan or with a copy of this agreement that complies with the Act when you enter into the agreement. For remote payday loan agreements, you may cancel the agreement at any time if the lender did not deliver instructions for transfer on the date of the loan agreement or if you are not provided with a copy of this agreement that complies with the Act when you enter into the agreement. You do not have to give a reason for cancelling the agreement.

* A remote payday loan agreement is one in which the borrower is not present with the lender or the loan broker when the payday loan agreement is made (for example a loan made over the Internet or by phone).

REFUNDS UNDER THE PAYDAY LOANS ACT

Under certain circumstances, you may demand a refund of a payment you made under a payday loan agreement within one year of having made that payment. If the licensee has received a payment to which it is not entitled or if a payday lender was not licensed as required, you are entitled to a refund of the cost of borrowing that you paid. To obtain a refund you must give a notice demanding it to the business that you dealt with to get your payday loan. Your notice must set out your demand for the refund and the reason for it, as well as your name and telephone number. Note that the business has two business days to provide the refund to you. You may choose to collect your refund in person or have it mailed to you.

Please contact Consumer Services (Government of Prince Edward Island) for more information on when you may be entitled to a refund and how to make your demand for a refund. You may contact Consumer Services at 1-800-658-1799.

(3) For the purposes of subsection 27(1) of the Act, it is a prescribed requirement that a payday loan agreement be in at least 12 point font and that headings in the agreement be in at least 14 point font.

Font

(4) Before a borrower enters into a remote payday loan agreement, the lender shall ensure that the agreement is available and accessible in a manner that ensures that the borrower has accessed it and is able to retain and print it.

Availability and accessibility

(5) In a remote payday loan agreement, after complying with subsection (4) and before delivering the advance to the borrower, the lender shall ensure that the borrower has consented to entering into the agreement in a manner that allows the lender to prove that the borrower has so consented.

Consent

(6) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (4) and (5).

Facilitate compliance

- 20.** (1) A borrower under a payday loan agreement who cancels the agreement under subsection 28(1) of the Act shall give the notice required by subsection 28(2) of the Act to
- Cancellation
- (a) the lender if no loan broker has assisted the borrower in obtaining the payday loan; or
- (b) the loan broker who assisted the borrower in obtaining the payday loan.
- (2) At the time of giving the notice, the borrower shall repay the advance, as required by clause 40(3)(b) of the Act.
- Timing of repayment
- (3) The lender shall comply with clause 40(3)(a) of the Act at the earliest reasonable opportunity after the borrower gives the notice.
- Compliance with settlement or decision
- (4) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsection (3).
- Cancellation
- 21.** (1) In addition to the copy of the payday loan agreement that a borrower under the agreement receives under subsection 27(1) of the Act, the borrower may, at any time before the end of one year from the end of the term of the agreement, request a copy of the agreement from
- Copy of payday loan agreement
- (a) the lender if no loan broker has assisted the borrower in obtaining the payday loan; or
- (b) the loan broker who assisted the borrower in obtaining the payday loan.
- (2) The borrower may make the request orally or in writing.
- Requests by borrower
- (3) The licensee shall provide the requested copy of the agreement to the borrower within
- Compliance with request
- (a) the first day after the time that the licensee receives the request, if the licensee is open for business on that day; or
- (b) the next day that the licensee is open for business following the first day described in clause (a), if the licensee is not open for business on that first day.
- (4) The licensee shall not charge any fee for providing the requested copy of the agreement to the borrower the first time that the borrower requests a copy of the agreement under subsection (1).
- No fee for first request
- 22.** (1) Under a remote payday loan agreement, the lender is deemed to have complied with subsection 27(2) of the Act if the lender delivers instruction to the lender's financial services provider to transfer the amount of the advance to the borrower on the same day on which the agreement is entered into by both the borrower and the lender.
- Deemed delivery of advance
- (2) For the purposes of subsection (1), "financial services provider" includes a bank listed in Schedule I, II or III of the *Bank Act* (Canada), a treasury branch, a credit union, a trust company or loan corporation registered under the *Extra-Provincial Corporations Registration Act* R.S.P.E.I. 1988, Cap. E-14 or an organization that provides remote funds transfers, electronic funds transfers or any similar method of transferring money.
- Financial services provider
- 23.** (1) Upon delivering or providing access to all or part of the advance under a payday loan agreement to the borrower by way of a device, the lender shall ensure that the borrower is informed orally of the borrower's rights under subsections (2), (3), (4) and (6).
- Convertibility of advance into cash
- (2) If a lender under a payday loan agreement delivers or provides access to all or part of the advance to the borrower by way of a device and if the borrower makes a request to the applicable one of the following persons, the borrower is entitled to receive in cash the balance of the advance that is on the device or that is accessible by the device at the time of the request, whether that balance represents all or part of the advance:
- Idem
- (a) the lender if no loan broker has assisted the borrower in obtaining the payday loan;
- (b) the loan broker who assisted the borrower in obtaining the payday loan.
- (3) The borrower may make the request orally or in writing.
- Form of request
- (4) When a borrower makes a request under subsection (2), the lender shall, immediately and at no charge to the borrower, provide in cash to
- Provision of cash

the borrower the balance of the advance that is on the device or that is accessible by the device at the time of the request.

(5) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (1) and (4). Facilitation of provision of cash

(6) If the lender contravenes subsection (1) or (4), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Failure to provide cash

24. The prescribed limit on the cost of borrowing under a payday loan agreement for the purposes of subsection 30(2) of the Act is \$25 per \$100 advanced under the agreement. Maximum allowable cost of borrowing

25. (1) The person or entity prescribed for the purposes of subsection 41(1) of the Act is Refund of illegal payments

(a) the lender in respect of the payday loan to which the refund relates, if no loan broker has assisted the borrower in obtaining the loan; or

(b) the loan broker who assisted the borrower in obtaining the payday loan to which the refund relates.

(2) A notice demanding a refund described in subsection 41(1) of the Act shall include Contents of notice demanding refund

(a) the name of the borrower;

(b) a telephone number, if any, at which the borrower may be contacted;

(c) a statement that the borrower demands a refund;

(d) the grounds on which the borrower demands the refund; and

(e) a statement of the amount of the charge, if any, of which the borrower demands recovery if the charge is a charge levied against the borrower as described in subsection 33(1).

(3) A loan broker who, under clause (1)(b), receives a notice demanding a refund under subsection 41(1) of the Act shall immediately forward the notice to the lender in respect of the payday loan to which the refund relates. Immediate forwarding of notice

(4) If the borrower gives a notice demanding a refund in accordance with subsection 41(1) of the Act, the lender shall ensure that the refund is paid to the borrower and, subject to subsection (6), shall ensure that it is sent by regular mail to the address of the borrower mentioned in subsection (5) by the end of Delivery of payment to borrower

(a) the second day after the time that the recipient of the notice receives the notice, if the recipient is open for business on that day; or

(b) the next day that the recipient of the notice is open for business following the second day described in clause (a), if the recipient is not open for business on that second day.

(5) For the purposes of subsection (4), the address of the borrower shall be Address of borrower

(a) the address that the borrower specifies when the borrower gives the notice demanding the refund; or

(b) the address, if any, of the borrower set out in the payday loan agreement, if the borrower does not specify an address under clause (a).

(6) The lender shall ensure that the refund is available for the borrower to collect in person, by the end of the time period described in subsection (4), from the recipient of the borrower's notice demanding the refund if Availability of payment

(a) there is no address for the borrower set out in the payday loan agreement, if any, relating to the payday loan and the borrower does not specify an address when giving the notice; or

(b) the borrower indicates in the notice that the borrower intends to collect the refund in person.

(7) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (4) and (6). Facilitation of payment to borrower

26. The Registrar may specify what constitutes sufficient proof for the purposes of clauses 33(1)(b) and (3)(b) of the Act in the circumstances that the Registrar specifies with respect to the particular borrower involved. Subsequent payday loan agreements

PROHIBITED PRACTICES

| | |
|---|---|
| 27. (1) In this section | Definitions |
| (a) “contact” includes communication by e-mail or voice mail; | contact |
| (b) “spouse” means a spouse as defined in clause 29(1)(b) of the <i>Family Law Act R.S.P.E.I. 1988, Cap. F-2.1.</i> | spouse |
| (2) No licensee shall contact or attempt to contact the borrower’s spouse, a member of the borrower’s family or household, or a relative, friend, neighbour or acquaintance of the borrower in respect of a payday loan. | Prohibited contacts |
| (3) Except with the consent of the borrower, no licensee shall contact an employer of a borrower or any employees of that employer unless | Prohibited contact with employer |
| (a) the contact occurs before the borrower enters into a payday loan agreement; and | |
| (b) the contact is for the sole purpose of confirming the borrower’s employment, length of employment, employment income, occupation or business address. | |
| 28. (1) A lender shall ensure that all applications for a payday loan and all documentation relating to such an application or a payday loan agreement are not used for any purpose other than providing a payday loan and are not used in connection with any other good or service. | Goods and services other than loan |
| (2) A lender shall not require a borrower to transact in any good or service, other than a payday loan, as a condition of entering into a payday loan agreement. | No conditions |
| (3) A licensee, acting on the licensee’s own behalf or on behalf of any other person, shall not offer to provide or provide any good or service in connection with a payday loan agreement, other than the payday loan, whether or not it is provided for consideration. | No provision of other good or service |
| (4) No loan broker shall facilitate a contravention of subsection (1) or (2). | No facilitation of other good or service |
| (5) If a lender contravenes subsection (1) or (2) or if a licensee contravenes subsection (3), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. | Borrower liable to repay advance but not cost of borrowing |
| (6) For greater certainty, a device with respect to a payday loan agreement shall be considered to be part of the payday loan. | Device with respect to a payday loan |
| 29. (1) No lender under a payday loan agreement shall request or accept an assignment of wages or any part of them from the borrower. | No wage assignment from borrower |
| (2) No loan broker shall facilitate a contravention of subsection (1). | No facilitation of wage assignment |
| (3) If a lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. | Borrower liable to repay advance but not cost of borrowing |
| 30. (1) No lender in respect of a payday loan shall, without the borrower’s consent, use any post-dated cheques, pre-authorized debits or future payments of a similar nature received from the borrower under a payday loan agreement by applying them to a payday loan made under another payday loan agreement. | No future payments re one payday loan may be applied to another payday loan |
| (2) No licensee in respect of a payday loan shall, without the borrower’s consent, use any information obtained from the borrower in connection with the loan for any purpose not connected with the loan, including to obtain payment in respect of another payday loan. | No use of information without consent |
| (3) No loan broker shall facilitate a contravention of subsection (1) or (2). | No facilitation of future payments or use of information without consent |
| (4) If there is a contravention of subsection (1) or (2) with respect to a payday loan agreement, the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. | Not liable to pay cost of borrowing |

- 31.** (1) No licensee in respect of a payday loan agreement in which the licensee was involved shall refuse to disclose the balance on the device or accessible by the device to the borrower at the request of the borrower or shall charge the borrower a fee for disclosing that balance. Devices used to deliver an advance not in cash
- (2) If a licensee contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Borrower liable to repay advance but not cost of borrowing
- (3) No licensee in respect of a payday loan agreement in which the licensee was involved shall charge the borrower an amount that is not reasonable to replace the device. No unreasonable replacement charge
- (4) No loan broker shall facilitate a contravention of subsection (1) or (3). No facilitation of contravention
- 32.** (1) A licensee shall not request or require the borrower under a payday loan agreement to do any of the following or suggest to the borrower that the borrower do any of the following: Time for payments
- (a) repay or pay the advance or any part of it to the lender or anyone else until the end of the term of the agreement;
- (b) pay the cost of borrowing or any part of it to anyone until the end of the term of the agreement.
- (2) A licensee shall not, directly or indirectly on behalf of any other person, request or require the borrower under a payday loan agreement to do any of the actions described in clause (1)(a) or (b) or suggest to the borrower that the borrower do any of those actions. No request or requirement to contravene subsection (1)
- (3) If a licensee contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Borrower liable to repay advance but not cost of borrowing
- 33.** (1) No lender under a payday loan agreement shall attempt to process the same payment instrument provided by the borrower under the agreement in exchange for the advance more than once if such a subsequent attempt would result in any charge being levied against the borrower, other than the amount of the payment. No repeat processing charges
- (2) No loan broker shall facilitate a contravention of subsection (1). No facilitation
- (3) If the lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Not liable to pay cost of borrowing
- (4) If the lender contravenes subsection (1) and a charge is levied against the borrower, other than the amount of the payment, the borrower is entitled to recover the amount of the charge from the lender. Recovery of amount of charge
- (5) The borrower may demand recovery of the charge in the same manner as the borrower is entitled, under subsection 41(1) of the Act, to demand a refund of a payment. Manner of recovery
- 34.** (1) In this section, Definitions
- (a) “agent” includes any person employed, appointed or authorized by a licensee, including a collection agency, agent
- (i) to collect any amount owing to the licensee under a payday loan agreement from a borrower, or
- (ii) to deal with or to find or trace borrowers for a licensee;
- (b) “collection agency” means a collection agency as defined in the *Collection Agencies Act* R.S.P.E.I. 1988, Chap. C-11; collection agency
- (c) “contact” includes communication by e-mail or voice mail; contact
- (d) “licensee” includes an agent of a licensee; licensee
- (e) “person” includes a partnership and unincorporated association. person
- (2) No licensee shall Methods of collection
- (a) collect or attempt to collect an amount owing under a payday loan agreement from a person who is not the borrower; or
- (b) contact or attempt to contact a person for the purpose of collecting an amount owing under a payday loan agreement if the person has informed the licensee that the person is not the borrower,

- unless the licensee first takes all reasonable precautions to ensure that the person is, in fact, the borrower.
- (3) No licensee shall engage in conduct described in any of the following clauses with respect to a borrower: Prohibited conduct
- (a) make a telephone call or call in person at any of the following times, except at the request of the borrower:
 - (i) on any day of the week, between the hours of 9 p.m. and 8 a.m. local time in Prince Edward Island,
 - (ii) notwithstanding subclause (i), on any holiday listed in subsection (4);
 - (b) publish or threaten to publish the borrower's failure to pay;
 - (c) use threatening, profane, intimidating or coercive language;
 - (d) use undue, excessive or unreasonable pressure;
 - (e) communicate or attempt to communicate by a means that enables the charges or costs of communication to be payable by the borrower;
 - (f) otherwise communicate in a manner or with a frequency that constitutes harassment.
- (4) For the purposes of subclause (3)(a)(ii), the following days are holidays: Holidays
- (a) New Year's Day;
 - (b) Islander Day;
 - (c) Good Friday;
 - (d) Victoria Day;
 - (e) Canada Day;
 - (f) Labour Day;
 - (g) Thanksgiving Day;
 - (h) Christmas Day;
 - (i) Sundays.
- 35.** No licensee shall, in respect of a payday loan in default, give any person, directly or indirectly, by implication or otherwise, any false, misleading or deceptive information with respect to a payday loan. False information
- 36.** (1) A lender shall not enter into a payday loan agreement with a borrower if the term of the agreement ends before the day on which the borrower is next regularly due to receive income. Expiry of payday loan agreement
- (2) No loan broker shall facilitate a contravention of subsection (1). No facilitation
- (3) If the lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Not liable to pay cost of borrowing
- 37.** The fees that an applicant for a licence is required to pay are Fees
- (a) \$750 for the main office of the applicant; and
 - (b) \$750 for each branch office of the applicant.
- 38.** These regulations come into force on the day that the Act comes into force. Commencement

EXPLANATORY NOTES

SECTION 1 sets out definitions for words and terms used in these regulations.

SECTION 2 explains the application process for the issuance and renewal of licenses.

SECTION 3 prescribes the eligibility requirements for an applicant for the issuance or renewal of a license.

SECTION 4 requires the Registrar, on issuing or renewing a licence, to give the licensee a certificate of licence for the licensee's main office and a certificate of licence for each of the licensee's branch offices, if any. The section also sets out the required contents of such certificates and requires their return to the Registrar if the Registrar revokes, suspends, cancels or refuses to renew the licence of a licensee.

SECTION 5 sets out the conditions of a licence.

SECTIONS 6 and 7 prescribe certain periods of time for the purposes of the Act.

SECTION 8 requires an applicant for a licence and a licensee to notify the Registrar of any change in the information that was included in an application for the issuance or renewal of a licence after the application is made.

SECTION 9 indicates that a licence shall not authorize the licensee to operate an office except under the licensee's legal name or a name of the licensee registered under the *Partnership Act*.

SECTION 10 requires a licensee to maintain at least one office that is physically located in Prince Edward Island. The section also indicates that a licence shall not authorize the licensee to operate an office from a dwelling.

SECTION 11 requires a licensee to maintain an account that is in the legal name of the licensee and located in a bank in Canada or a credit union in Prince Edward Island.

SECTION 12 requires a licensee to keep all documents and records relating to a payday loan agreement separate and apart from the documents and records of any other activity that the licensee conducts. The section also requires a licensee to keep such documents and records in electronic or paper form at the office authorized by the licence and for a time period of at least two years.

SECTION 13 requires a licensee, on request, to provide information to the Registrar that is relevant to the administration of the Act. The section also requires a licensee to file with the Registrar an annual financial statement.

SECTION 14 requires a licensee to display a poster in English, at each of the offices authorized by the licence, that is visible to borrowers and that meets the size and content requirements specified in the section.

SECTION 15 governs the representations or advertising that may be made by a licensee in respect of a payday loan and requires the disclosure of the cost of borrowing.

SECTION 16 prescribes a six-month period as the maximum period during which a licensee, after publishing a false or misleading statement relating to a payday loan, may be required to obtain the Registrar's approval before publishing any further advertisement.

SECTION 17 requires a lender, before entering into a payday loan agreement with a borrower, to ensure that the borrower is informed orally or in writing of all of the means available for obtaining a payday loan from the lender.

SECTION 18 prescribes the amounts that are included in the cost of borrowing with respect to a payday loan agreement. These amounts include any amount that must be paid by the borrower to process a payment provided by the borrower under the agreement and any amount the borrower paid or is obliged to pay in relation to a device.

SECTION 19 sets out the required contents of a payday loan agreement. These include statements indicating

- that the cost of borrowing for a payday loan may be significantly higher than the cost of borrowing from other lenders;
- the borrower's cancellation rights; and
- the borrower's refund rights.

SECTION 20 explains how and when a borrower who cancels a payday loan agreement shall give notice of the cancellation to the lender or loan broker involved. The section also requires the borrower to repay the advance given in respect of the loan.

SECTION 21 permits the borrower under a payday loan agreement to request a copy of the agreement at any time and requires the licensee to comply with the request, free of charge, within a specified time.

SECTION 22 clarifies when a lender, under a remote payday loan agreement, is deemed to have complied with a provision of the Act that requires a lender to ensure that the advance is delivered to the borrower no later than upon entering into the agreement.

SECTION 23 indicates that where the lender delivers or provides access to the advance under a payday loan agreement to the borrower by way of a device, such as a debit card, the borrower is entitled, on making a request orally or in writing, to receive in cash the balance of the advance that is on the device or that is accessible by the device at the time of the request. The section also requires the lender, on receiving such a request, to immediately and at no charge to the borrower, provide in cash, the balance of the advance that is on or accessible by the device at the time of the request.

SECTION 24 indicates that the prescribed limit on the cost of borrowing under a payday loan agreement is \$25 per \$100 advanced under the agreement.

SECTION 25 indicates who is liable to refund to a borrower an illegal payment made by the borrower. The section also explains the required contents of a notice from the borrower demanding the refund.

SECTION 26 authorizes the Registrar to specify what constitutes sufficient proof that a borrower has paid the full outstanding balance due under one agreement for the purposes of determining, under the Act, whether the lender may enter into a new payday loan agreement with the borrower.

SECTION 27 prohibits a licensee from contacting the borrower's spouse, a member of the borrower's family or household, or a relative, friend, neighbour or acquaintance of the borrower in respect of a payday loan. The section also prohibits a licensee, without the consent of the borrower, from contacting an employer of a borrower, unless the contact occurs before the borrower enters into a payday loan agreement and for the sole purpose of confirming specified details of the borrower's employment.

SECTION 28 requires a lender to ensure that all applications for a payday loan, and all related documentation, are not used for any purpose other than providing a payday loan and are not used in connection with any other good or service. The section also prohibits a lender from requiring a borrower to transact in any good or service, other than a payday loan, as a condition of entering into a payday loan agreement.

SECTION 29 prohibits a lender under a payday loan agreement from requesting or accepting an assignment of wages from the borrower.

SECTION 30 prohibits a lender, without the borrower's consent, from applying any post-dated cheques or future payments of a similar nature received from the borrower under a payday loan agreement to a payday loan made under another payday loan agreement. The section also prohibits a lender from using any information obtained from the borrower in connection with a particular loan for any purpose not connected with that loan.

SECTION 31 requires a licensee to disclose the balance on a device, such as a debit card, that the lender uses to deliver or provide access to all or part of the advance to the borrower in a form other than cash. And the section prohibits a licensee from shall charging the borrower an amount that is not reasonable to replace a device.

SECTION 32 prohibits a licensee from requesting the borrower under a payday loan agreement to repay or pay the advance or the cost of borrowing until the end of the term of the agreement.

SECTION 33 prohibits a lender from processing the same payment instrument more than once if this would result in repeat process charges being levied against the borrower.

SECTION 34 prohibits a licensee from collecting or attempting to collect an amount owing under a payday loan agreement from a person who is not the borrower. The section also prohibits a licensee from engaging in certain forms of conduct, such as calling the borrower late at night or on holidays, for collection purposes.

SECTION 35 prohibits a licensee from giving false information to any person in respect of a payday loan in default.

SECTION 36 prohibits a lender from entering into a payday loan agreement with a borrower if the term of the agreement ends before the day on which the borrower is next regularly due to receive income.

SECTION 37 sets out the fees that an applicant for a licence is required to pay.

SECTION 38 provides for the commencement of these regulations.

EC2013-68

PROVINCIAL EMBLEMS AND HONOURS ACT ORDER OF PRINCE EDWARD ISLAND ADVISORY COUNCIL APPOINTMENTS

Pursuant to clause 6(2)(d) of the *Provincial Emblems and Honours Act* R.S.P.E.I. 1988, Cap. P-26.1, Council made the following appointments:

| NAME | TERM OF APPOINTMENT |
|---|--------------------------------------|
| for Prince County | |
| Alan Curtis Alberton (vice Fairley Yeo, term expired) | 22 January 2013 to 8 July 2015 |
| for Queens County | |
| Charles Curley Charlottetown (vice Maitland MacIsaac, term expired) | 22 January 2013 to 8 July 2015 |
| for Kings County | |
| Jackie MacKay Lower Montague (vice Charlie Gillis, term expired) | 22 January 2013 to 8 July 2015 |

Further, Council designated Charles Curley as chairperson of the Council in accordance with subsection 6(4) of the said Act.

EC2013-69

**ROADS ACT
OPERATOR OF AN APPROVED WEIGHING DEVICE
DESIGNATIONS**

Under authority of subsection 52(7) of the *Roads Act* R.S.P.E.I. 1988, Cap. R-15, Council designated the following persons as being qualified to operate an approved weighing device, effective February 2, 2013:

Derek Murray Cameron
Charlottetown

Lisa Marie Gorse
Miscouche

EC2013-70

**SOCIAL ASSISTANCE ACT
SOCIAL ASSISTANCE APPEAL BOARD
APPOINTMENTS**

Pursuant to section 5 of the *Social Assistance Act* R.S.P.E.I. 1988, Cap. S-4.3 Council made the following appointments:

| NAME | TERM OF APPOINTMENT |
|---|--|
| Bernice Arsenault Wellington (vice Louise Comeau, term expired) | 22 January 2013 to 22 January 2016 |
| Clarence Gallant Summerside (vice Linda MacInnis, term expired) | 22 January 2013 to 22 January 2016 |
| Sandra Rafferty Ellerslie (reappointed) | 26 November 2012 to 26 November 2015 |

EC2013-71

**MUSEUM ACT
PRINCE EDWARD ISLAND MUSEUM AND HERITAGE FOUNDATION
BOARD OF GOVERNORS
APPOINTMENTS**

Pursuant to section 5 of the *Museum Act* R.S.P.E.I. 1988, Cap. M-14, Council made the following appointments:

| NAME | TERM OF APPOINTMENT |
|--|--|
| Harry Kielly Stanhope (reappointed) | 18 December 2012 to 18 December 2015 |
| Thelma Phillips Foxley River (vice Andrew Wells, deceased) | 22 January 2013 to 22 January 2016 |

| | |
|-----------------|------------------|
| Charles H. Sark | 18 December 2012 |
| Lennox Island | to |
| (reappointed) | 18 December 2015 |

Further, Council designated Harry Kielly as chairperson of the Board pursuant to subsection 5(1) of the *Museum Act* for the duration of his term as a member.

EC2013-72

EXECUTIVE COUNCIL ACT
 PREMIER
 AUTHORITY TO ENTER INTO AN AGREEMENT
 (MEMORANDUM OF UNDERSTANDING)
 WITH
 OCTOBER 6 UNIVERSITY (O6U – EGYPT)

Pursuant to clause 10(d) of the *Executive Council Act* R.S.P.E.I. 1988, Cap. E-12 Council authorized the Premier, on behalf of the Province of Prince Edward Island, to enter into an agreement with October 6 University, Egypt as represented by its President, affirming the intention of the parties to examine the possibility of establishing an affiliated K-12 school in Egypt that follows the Prince Edward Island Department of Education and Early Childhood Development 's K-12 program curriculum, such as more particularly described in the draft agreement.

EC2013-73

PUBLIC DEPARTMENTS ACT
 ACTING PREMIER
 APPOINTMENTS

Under authority of subsection 4(2) of the *Public Departments Act*, R.S.P.E.I. 1988, Cap. P-29 the following appointments were made:

Honourable Wes Sheridan to be Acting Premier and Acting President of the Executive Council from January 25 through 27, 2013; and Honourable George Webster to be Acting Premier and Acting President of the Executive Council commencing on January 28, 2013 and continuing for the duration of the absence from the Province of Honourable Robert Ghiz.