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Ontario Highway Transport Board

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the *Motor Vehicle Transport Act, 1987*, and the *Public Vehicles Act*. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,
4. pay the appropriate fee.

Serving and filing an objection may be by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

Eastern Charter Inc. 47808-A
60 West Wilmot Street, Ste 7, Richmond Hill, ON L4B 1M6

Applies for an extra-provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the City of Toronto, and the Regional Municipalities of Peel, York, and Durham to the Ontario/Quebec, Ontario/Manitoba, and Ontario/U.S.A. border crossings for furtherance:

1. to points as authorized by the relevant jurisdiction and for the return of the same passengers on the same chartered trip to point of origin;
PROVIDED THAT there shall be no pick-up or discharge of passengers except at point of origin
2. on a one-way chartered trip to points as authorized by the relevant jurisdiction.

Tony's Team Transport Ltd. 47818
1250 Wall Street, Winnipeg, MB R3E 2S3

Applies for an extra-provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Province of Manitoba as authorized by the Province of Manitoba from the Ontario/Manitoba and Ontario/ U.S.A. border crossings:

1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin;
PROVIDED THAT there be no pick-up or discharge of passengers except at point of origin.
2. to points in Ontario on a one-way chartered trip without pick-up of passengers in Ontario.

Veterans Transportation of Espanola Limited 33633-D
61 Highway 6, P.O. Box 5281, Espanola, ON, P5E 1S3

Applies for an amendment to public vehicle (school bus) operating licence PVS-3444 as follows:

For the transportation of students for the Sudbury Student Services Consortium between points in the District of Sudbury and schools under the jurisdiction of the Sudbury Student Services Consortium
PROVIDED THAT chartered trips be restricted to school purposes and only for schools under the jurisdiction of the Sudbury Student Services Consortium.

Provided that the current term of PVS-3444 be deleted.

FELIX D'MELLO
Board Secretary

(152-G140E)

Commission des transports routiers de l'Ontario

De temps à autre, des demandes de permis temporaires sont déposées auprès de la Commission. Toute personne intéressée peut obtenir en tout temps les détails concernant ces demandes en composant le 416-326-6732.

Les demandes qui suivent visent à obtenir un permis de transport extraprovincial et de transport en commun en vertu de la Loi de 1987 sur les transports routiers ou de la Loi sur les véhicules de transport en commun. Tous les renseignements concernant le demandeur, notamment le plan d'affaires et les preuves à l'appui, sont versés au dossier de la Commission et seront fournis sur demande.

Toute personne intéressée qui possède un intérêt économique dans le résultat de la demande peut signifier et déposer une opposition dans les 29 jours suivant de la date de la présente publication. L'opposant doit suivre les étapes suivantes :

1. remplir un formulaire d'Avis d'opposition;
2. signifier l'opposition au demandeur;
3. déposer une copie de l'opposition et une preuve de la signification de l'opposition au demandeur auprès de la Commission;
4. payer les droits applicables.

La signification et le dépôt d'une opposition peuvent se faire par livraison personnelle, par la poste, par messenger ou par télécopieur. Le terme Signification désigne la date de réception par une partie et le terme Dépôt, la date de réception par la Commission.

LE TEXTE DES DEMANDES PUBLIÉES CI-DESSOUS EST AUSSI DISPONIBLE EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732.

Eastern Charter Inc. 47808-A
60, rue West Wilmot, bureau 7, Richmond Hill, ON L4B 1M6

L'entreprise fait une demande de permis d'exploitation extraprovincial comme suit :

Pour le transport de passagers dans le cadre d'un trajet nolisé à partir de points dans la ville de Toronto et des municipalités régionales de Peel, de York et de Durham, vers l'Ontario/le Québec, l'Ontario/le Manitoba et vers les postes frontaliers de l'Ontario/des États-Unis en vue de :

1. se rendre aux points tel qu'autorisé par le territoire de compétence pertinent et de ramener les mêmes passagers par le même trajet nolisé au point d'origine;
 À CONDITION QU'IL n'y ait aucun ramassage ou débarquement de passagers, sauf au point d'origine;
2. d'effectuer un trajet nolisé en aller simple vers des points autorisés par le territoire de compétence pertinent.

Tony's Team Transport Ltd. 47818
1250, Wall Street, Winnipeg, MB R3E 2S3
 L'entreprise fait une demande de permis d'exploitation extraprovincial comme suit :

Pour le transport de passagers dans le cadre d'un trajet nolisé à partir de points dans la province du Manitoba, comme autorisé par la province du Manitoba, de l'Ontario/du Manitoba et des postes frontaliers de l'Ontario/des États-Unis :

1. vers des points en Ontario et de ramener les mêmes passagers passagers par le même trajet nolisé au point d'origine;
 À CONDITION QU'IL n'y ait aucun ramassage ou débarquement de passagers, sauf au point d'origine;
2. à des points en Ontario dans le cadre d'un trajet nolisé en aller simple sans prendre de passagers en Ontario.

Veterans Transportation of Espanola Limited 33633-D
61, route 6, case postale 5281, Espanola, ON P5E 1S3

L'entreprise fait une demande de modification du permis d'exploitation de véhicule de transport en commun (autobus scolaire) PVS-3444 comme suit :

pour le transport d'élèves du Consortium de services aux élèves de Sudbury entre des points dans le district de Sudbury et les écoles relevant du territoire de compétence du Consortium de services aux élèves de Sudbury

À CONDITION QUE les trajets nolisés soient limités à l'usage scolaire et seulement pour les écoles relevant du territoire de compétence du Consortium de services aux élèves de Sudbury.

À condition que le mandat actuel du PVS-3444 soit supprimé.

FELIX D'MELLO
 Secrétaire de la Commission

(152-G140F)

Government Notices Respecting Corporations Avis du gouvernement relatifs aux compagnies

Notice of Default in Complying with the Corporations Tax Act Avis de non-observation de la Loi sur l'imposition des sociétés

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241(1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Ministry of Finance, Corporations Tax, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des sociétés*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des sociétés* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à l'Imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa ON L1H 8H6.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2019-03-30	BRATLANDS INC.	000347018
2019-03-30	E O C OF CANADA LIMITED	000111814
2019-03-30	GO MILLER CONSULTING INC.	001761112
2019-03-30	STEVE'S T.V. & APPLIANCES LIMITED	001178922
2019-03-30	1403413 ONTARIO LTD.	001403413
2019-03-30	1493128 ONTARIO LIMITED	001493128
2019-03-30	1578935 ONTARIO LIMITED	001578935
2019-03-30	1581752 ONTARIO INC.	001581752
2019-03-30	1743320 ONTARIO LTD.	001743320
2019-03-30	2159457 ONTARIO INC.	002159457

BARBARA DUCKITT
 Director, Ministry of Government
 and Consumer Services
 Directrice, Ministère des Services
 gouvernementaux et des Services aux
 consommateurs

(152-G141)

**Cancellation of Certificate of Incorporation
(Corporations Tax Act Defaulters)
Annulation de certificat de
constitution (Non-observation de la
Loi sur l'imposition des sociétés)**

NOTICE IS HEREBY GIVEN that, under subsection 241(4) of the *Business Corporations Act*, the Certificate of Incorporation of the corporations named hereunder have been cancelled by an Order for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, le certificat de constitution de la société sous-nommé a été annulée par Ordre pour non-observation des dispositions de la *Loi sur l'imposition des sociétés* et que la dissolution de la société concernée prend effet à la date susmentionnée.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2019-03-04	COMMISSO BROS. & RACCO ITALIAN BAKERY INC.	000973358
2019-03-04	KRISNAA TRANS INC.	001697378
2019-03-04	1740377 ONTARIO INCORPORATED	001740377
2019-03-04	2006456 ONTARIO LIMITED	002006456
2019-03-04	2082935 ONTARIO INC.	002082935

BARBARA DUCKITT
Director, Ministry of Government
and Consumer Services
Directrice, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(152-G142)

**Certificate of Dissolution
Certificat de dissolution**

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act*, has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les sociétés par actions*, un certificat de dissolution a été inscrit pour les compagnies suivantes : la date d'entrée en vigueur précède la liste des compagnies visées.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2018-11-01	2272725 ONTARIO INC.	002272725
2018-11-02	ERLEMA HOLDINGS INC.	001610439
2018-11-05	1178210 ONTARIO LIMITED	001178210
2018-11-06	CON-ART CONTRACTING INC.	002463904
2018-11-06	KLG HOLDINGS INC.	002542441
2018-11-06	MARLON ANTHONY INC.	001836069

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2018-11-06	MEYIOL LOGISTICS INC.	002294123
2018-11-06	MILLIONSOFT INC.	001079893
2018-11-06	PULSAR SIGNS INC.	001663112
2018-11-06	TECHS INSULATED CLADDINGS LTD.	002368234
2018-11-06	TRI CITY EAVESTROUGH INC.	002511820
2018-11-06	YANCO CONSTRUCTION CONSULTING COMPANY INC.	001609275
2018-11-06	2131199 ONTARIO INC.	002131199
2018-11-06	2336752 ONTARIO INC.	002336752
2018-11-06	2588587 ONTARIO INC.	002588587
2018-11-07	SHREE GEETA INC.	002194742
2018-11-07	SHREE GURUKRUPA INC.	002194743
2018-11-07	SKUNTA MEDICINE PROFESSIONAL CORPORATION	002431883
2018-11-07	SUN CITY WATERJET INC.	002078507
2018-11-07	1732056 ONTARIO LIMITED	001732056
2018-11-07	950323 ONTARIO INC.	000950323
2018-11-08	ANTOINE ZAMAI & SONS INC.	000571971
2018-11-08	ASHLAR CROSBY CAIRO REALTY INC.	002239153
2018-11-08	ASKI REAL ESTATE SERVICES LTD.	000823254
2018-11-08	CHA VILLA INC.	002500196
2018-11-08	DESIGN WORKS INC.	001284995
2018-11-08	FOUR J PROPERTIES INC.	001609711
2018-11-08	HPI TECHNOLOGIES INC.	001739530
2018-11-08	JOHN WHALLEY CONSULTING INC.	001579194
2018-11-08	MALISIMA LASER AND AESTHETICS LIMITED	002116302
2018-11-08	NINTH WAVE MANAGEMENT INC.	002232111
2018-11-08	PCC MECHANICAL LTD.	002261234
2018-11-08	PROXIMITY FILMS NH INC.	001908953
2018-11-08	RON PHILLIPPE CONSULTING LTD.	000927071
2018-11-08	RONALD D. WOWK ELECTRIC LTD.	000294192
2018-11-08	TOVTEK CNC TOOL GRINDING INC.	001703781
2018-11-08	1246856 ONTARIO INC.	001246856
2018-11-08	1611997 ONTARIO LIMITED	001611997
2018-11-08	1738767 ONTARIO INC.	001738767
2018-11-08	1802406 ONTARIO INC.	001802406
2018-11-08	1850574 ONTARIO INC.	001850574
2018-11-08	1857152 ONTARIO INC.	001857152
2018-11-08	1953545 ONTARIO LIMITED	001953545
2018-11-08	2229287 ONTARIO INC.	002229287
2018-11-08	2273697 ONTARIO INC.	002273697
2018-11-08	2350337 ONTARIO INC.	002350337
2018-11-09	ACE ENVIRONMENTAL DEMOLITION SERVICES INC.	002220185
2018-11-09	AHMAD CONSULTANT COMPANY INC.	001782163
2018-11-09	AKG CONSULTING INC.	002014693
2018-11-09	CARWISH MOTORS COMPANY LTD.	001386128
2018-11-09	CORD ELECTRIC 2005 LIMITED	002477562
2018-11-09	DONNA GATES FOOD AND NUTRITION CONSULTING SOLUTIONS INC.	001828772

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2018-11-09	G.P.I. PRODUCTS LTD.	002047572	2019-03-05	JSBB INC.	002374835
2018-11-09	H&P DHARNA CONSULTING SERVICES LTD.	000930439	2019-03-05	RPN LANDSCAPING LTD.	002427669
2018-11-09	INTELLSOFT INC.	002098983	2019-03-05	2219869 ONTARIO INC.	002219869
2018-11-09	KWP COMPANY LTD.	002361933	2019-03-05	806963 ONTARIO LIMITED	000806963
2018-11-09	NORBRO CONSTRUCTION LTD.	002405992	2019-03-06	ARMQUEST CANADA LIMITED	001131014
2018-11-09	PERSIS HEATING & AIR CONDITIONING INC.	002589847	2019-03-06	BATB PRODUCTIONS INC.	002329910
2018-11-09	PINNACLE FLOORING LTD.	001904664	2019-03-06	BLOCK 18 (BETTI) INC.	002085729
2018-11-09	PROPERTY M.D INC.	001934015	2019-03-06	BORGAS III PRODUCTIONS INC.	002327013
2018-11-09	PVB ROOFING LIMITED	001856049	2019-03-06	CLACKAMAS PRODUCTIONS INC.	002596194
2018-11-09	RALPH J. BOOTH DEVELOPMENTS INC.	000829642	2019-03-06	CMB BLINDS LTD.	001932612
2018-11-09	TIGRIS INTERNATIONAL TRADING INC.	002591976	2019-03-06	FUTURELAND TRADING INC.	001781133
2018-11-09	TR'S REGENCY SIGN SERVICES INC.	000869351	2019-03-06	GLOBAL REINSURANCE CANADA HOLDINGS INC.	001547227
2018-11-09	TURBINE INC.	002158911	2019-03-06	HOGSBACK BREWING COMPANY INC.	002219868
2018-11-09	1348431 ONTARIO LIMITED	001348431	2019-03-06	MAIKAWA DENTAL SERVICES INC.	001099779
2018-11-09	1359204 ONTARIO INC.	001359204	2019-03-06	PETER HELLINGA CONSTRUCTION INC.	002169689
2018-11-09	1692708 ONTARIO INC.	001692708	2019-03-06	ROBRON INVESTMENTS LIMITED	000546788
2018-11-09	1815205 ONTARIO LIMITED	001815205	2019-03-06	SHERY CONTRACTING AND CONSULTING INC.	002524093
2018-11-09	1824504 ONTARIO INC.	001824504	2019-03-06	SING TAT CONSTRUCTION LTD.	001092449
2018-11-09	2045408 ONTARIO INC.	002045408	2019-03-06	TSL SERVICES INC.	001340667
2018-11-09	2232094 ONTARIO INC.	002232094	2019-03-06	T5 DREADFUL II PRODUCTIONS INC.	002426036
2018-11-09	2329003 ONTARIO INC.	002329003	2019-03-06	T5 DREADFUL III PRODUCTIONS INC.	002471876
2018-11-09	2381772 ONTARIO INC.	002381772	2019-03-06	T5 DREADFUL PRODUCTIONS INC.	002383199
2018-11-09	2509047 ONTARIO INC.	002509047	2019-03-06	T5 VIKINGS II PRODUCTIONS INC.	002368665
2018-11-09	2517197 ONTARIO INC.	002517197	2019-03-06	T5 VIKINGS III PRODUCTIONS INC.	002412210
2018-11-09	560105 ONTARIO LIMITED	000560105	2019-03-06	WEVPN SECURITY INC.	002677366
2018-11-09	562821 ONTARIO INC.	000562821	2019-03-06	1028153 ONTARIO INC.	001028153
2018-11-09	67 RATHBURN HOLDINGS INC.	002413599	2019-03-06	1525056 ONTARIO INC.	001525056
2018-11-27	PLEXUS INNOVATIONS INC.	001760424	2019-03-06	1893157 ONTARIO LTD.	001893157
2019-01-10	CONCENTRIC PRIVATE HEALTHCARE INC.	002331992	2019-03-06	2150105 ONTARIO LTD.	002150105
2019-01-15	1817672 ONTARIO LIMITED	001817672	2019-03-06	2462309 ONTARIO INC.	002462309
2019-01-16	GENUINE LOCKSMITHS & DOOR CORP.	001219893	2019-03-06	2600454 ONTARIO INCORPORATED	002600454
2019-01-16	VICTOR ELECTRICAL CONTRACTORS LIMITED	000125263	2019-03-06	2653464 ONTARIO LTD.	002653464
2019-01-21	2041339 ONTARIO LTD.	002041339	2019-03-06	643995 ONTARIO LTD.	000643995
2019-01-22	CHILTON WIND PRODUCTIONS INC.	002029992	2019-03-07	AAK WATERPROOFING LIMITED	001901003
2019-01-23	1255370 ONTARIO LIMITED	001255370	2019-03-07	BITBLOCK INC.	002648290
2019-01-24	MICHELLE CICALO MEDICINE PROFESSIONAL CORPORATION / MICHELLE CICALO MEDECINE SOCIETE PROFESSIONNELLE	002572087	2019-03-07	BRAMALEA DRY CLEANERS LTD.	001115540
2019-02-04	770517 ONTARIO INC.	000770517	2019-03-07	CYKL INC.	002222238
2019-02-11	JORLIND CONSULTANCY INC.	001155047	2019-03-07	GAUTHAM INTERNET & BOOK- KEEPING SERVICES INC.	002049274
2019-02-22	DEXNIRIS INC.	001878629	2019-03-07	GOGREEN ROOFING SUPPLIES INC.	002555736
2019-02-27	2122145 ONTARIO INC.	002122145	2019-03-07	M. E. GOODALE AND SON LIMITED	000057117
2019-02-28	MCCULLOUGH, MARK A. DENTISTRY PROFESSIONAL CORPORATION	002559945	2019-03-07	OCAMPO CONSTRUCTION LIMITED	001864810
2019-03-01	2450210 ONTARIO INC.	002450210	2019-03-07	PASINATO HOLDINGS INC.	001340666
2019-03-01	4G CONSULTING SOLUTIONS INC.	001952140	2019-03-07	POKY KNOT INC.	001373767
2019-03-04	CAREGARD ENTERPRISES INC.	001168790	2019-03-07	SETTECASE MEDICINE PROFESSIONAL CORPORATION	002339065
			2019-03-07	VEDHA FOOD PRODUCTS INC.	001970307
			2019-03-07	WORKPLACE COMPENSATION & SAFETY CONSULTANTS INC.	001274319

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2019-03-07	1885029 ONTARIO INC.	001885029	2019-03-08	1068446 ONTARIO INC.	001068446
2019-03-07	2162996 ONTARIO INC.	002162996	2019-03-08	18 PRINCESS LTD.	002300253
2019-03-07	2467962 ONTARIO INC.	002467962	2019-03-08	1870139 ONTARIO INC.	001870139
2019-03-07	2468605 ONTARIO INC.	002468605	2019-03-08	1979988 ONTARIO INC.	001979988
2019-03-07	2479582 ONTARIO INC.	002479582	2019-03-08	2030924 ONTARIO INC.	002030924
2019-03-07	2496489 ONTARIO INC.	002496489	2019-03-08	2063210 ONTARIO INC.	002063210
2019-03-07	2583011 ONTARIO INC.	002583011	2019-03-08	2166596 ONTARIO INC.	002166596
2019-03-07	2625541 ONTARIO INC.	002625541	2019-03-08	2235826 ONTARIO LIMITED	002235826
2019-03-08	ABC PROJECTS LIMITED	002281945	2019-03-08	2263765 ONTARIO INC.	002263765
2019-03-08	ARGENT ELECTRIC INC.	002592981	2019-03-08	2323290 ONTARIO INC.	002323290
2019-03-08	ARMANDO WEB SERVICES INC.	002568155	2019-03-08	2442967 ONTARIO INC.	002442967
2019-03-08	BIRD-DELA-MOR DRUGS LIMITED	001000737	2019-03-08	2574564 ONTARIO INC.	002574564
2019-03-08	BRIER DEVELOPMENTS INC.	002054977	2019-03-08	750634 ONTARIO INC.	000750634
2019-03-08	BRT SALES (INTERNATIONAL) INC.	001635375	2019-03-08	875173 ONTARIO LIMITED	000875173
2019-03-08	CENTRES COMMERCIAUX GATINEAU II LIMITEE	002253203	2019-03-11	CURTRAM INVESTMENTS LIMITED	001337285
2019-03-08	COIN CLOUD INC.	002613397	2019-03-11	D. HEALEY CHIROPRACTIC PROFESSIONAL CORPORATION	002557277
2019-03-08	DARA BUSINESS INC.	001771110	2019-03-11	FROSTWRITES INC.	002331373
2019-03-08	DEVELOPPEMENTS SAINTE-JULIE LIMITEE	002261676	2019-03-11	GENERAL ECONOMICS LIMITED	001081239
2019-03-08	FRASER VALLEY SHOPPING CENTRES II LIMITED	002380151	2019-03-11	HEALTHY BOTANICALS INC.	001445751
2019-03-08	IRONWOOD CATERING INC.	002505397	2019-03-11	HEALTHY GREEK INC.	001947967
2019-03-08	ISG FROLIC NESTEL HOLDINGS LTD.	002332886	2019-03-11	ILTOM MANAGEMENT LIMITED	000368175
2019-03-08	J. NESTEL HOLDINGS LIMITED	000992102	2019-03-11	J.E. BONHOMME PHARMACY INC	000793646
2019-03-08	LAURENT GILLOTEAUX MEDICINE PROFESSIONAL CORPORATION	002166027	2019-03-11	K2 WIND MIDCO GP INC.	002670779
2019-03-08	MADILLX INC.	002422189	2019-03-11	MILLENNIUM DOWNTOWN CORPORATION	001423130
2019-03-08	MARAWI HOLDINGS INC.	002260759	2019-03-11	PRAGMUS CAPITAL CORPORATION	001986644
2019-03-08	NOBLE NOODLES HOUSE INC.	002636009	2019-03-11	PRECISION ENGINEERING SOLUTIONS INC.	001849781
2019-03-08	OPEN VIEW CONSULTING INC.	001269453	2019-03-11	PURE WATER CREATIONS, INC.	002275543
2019-03-08	PLACE VANIER INC.	001918533	2019-03-11	R.G. RIEDL CONSULTING INC.	001487858
2019-03-08	PONS HOLDINGS CORP.	001945061	2019-03-11	RULLI HOLDINGS CORP.	001301324
2019-03-08	RESILIENCE BOND CANADA INC.	002567316	2019-03-11	SUSHI 8 INC.	001940528
2019-03-08	SASKATOON WEST SHOPPING CENTRES II LIMITED	002333037	2019-03-11	TWINKLECROFT ENTERPRISES INC.	000985105
2019-03-08	SHIFT MOBILITY & PERFORMANCE INC.	001990610	2019-03-11	2048160 ONTARIO INC.	002048160
2019-03-08	SITEHAWK CANADA LIMITED	002463463	2019-03-11	478221 ONTARIO LIMITED	000478221
2019-03-08	SMARTCENTRES INDUSTRIAL INC.	002044822	2019-03-12	AIP MUTUAL FUNDS CORPORATION	002500112
2019-03-08	SMARTCENTRES SHOPPING INC.	002044774	2019-03-12	ANNUITIES AND ALTERNATIVES INSURANCE AGENCIES, INC.	000667900
2019-03-08	SMARTCENTRES VALUE SHOPPING INC.	002044828	2019-03-12	BLOCK 64 LANDOWNERS GROUP INC.	002150913
2019-03-08	SPRING VALLEY MEDICAL CENTRE INC.	002381933	2019-03-12	BUSINESS PLANS INTERNATIONAL CORP.	002243768
2019-03-08	SURREY SOUTH SHOPPING CENTRES II LIMITED	002225661	2019-03-12	CAMPBELL CHIROPRACTIC PROFESSIONAL CORPORATION	002526832
2019-03-08	SUSAN BELYEA ENTERPRISES INCORPORATED	000812648	2019-03-12	CKL AERONAUTICS CONSULTING LTD.	001979291
2019-03-08	THE PRINCESS BANQUET HALL AND CONVENTION CENTRE INC.	002299176	2019-03-12	EC ENTERPRISES INC.	001179440
2019-03-08	TOLLGATE SHOPPING CENTRE INC.	002135481	2019-03-12	EKING INTERNATIONAL INC.	001496694
2019-03-08	WHALE BLOCKCHAIN TECH LABS INC.	002613381	2019-03-12	FIVE STAR STUCCO INC.	002325223
2019-03-08	WINNIPEG NORTHEAST SHOPPING CENTRES LIMITED	002340479	2019-03-12	GELLER AND GLAZER HARDWARE LIMITED	000068383
			2019-03-12	INDEPENDENT MULTI-FUNDS, INC.	000667899
			2019-03-12	MERCURY HEALTHCARE GROUP CORP.	001431882

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2019-03-12	NOURISH U INC.	002045618
2019-03-12	RS MOVING SYSTEM INC.	002082299
2019-03-12	SIGO INVESTMENTS LIMITED	000609749
2019-03-12	SUNWAY INVESTMENT CO. LTD.	000949700
2019-03-12	W & K COMPUTER CONSULTING LTD.	000754821
2019-03-12	1252616 ONTARIO LIMITED	001252616
2019-03-12	1616666 ONTARIO INC.	001616666
2019-03-12	1695773 ONTARIO INC.	001695773
2019-03-12	1862957 ONTARIO INC.	001862957
2019-03-12	2063511 ONTARIO INC.	002063511
2019-03-12	2128058 ONTARIO INC.	002128058
2019-03-12	2258377 ONTARIO INC.	002258377
2019-03-12	2345729 ONTARIO INC.	002345729
2019-03-12	2674120 ONTARIO INC.	002674120

BARBARA DUCKITT
Director, Ministry of Government
and Consumer Services
Directrice, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(152-G143)

Notice of Default in Complying with the Corporations Information Act Avis de non-observation de la Loi sur les renseignements exigés des personnes morales

NOTICE IS HEREBY GIVEN under subsection 241(3) of the *Business Corporations Act* that unless the corporations listed hereunder comply with the filing requirements under the *Corporations Information Act* within 90 days of this notice orders dissolving the corporation(s) will be issued. The effective date precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(3) de la *Loi sur les sociétés par actions*, si les sociétés mentionnées ci-dessous ne se conforment pas aux exigences de dépôt requises par la *Loi sur les renseignements exigés des personnes morales* dans un délai de 90 jours suivant la réception du présent avis, des ordonnances de dissolution seront délivrées contre lesdites sociétés. La date d'entrée en vigueur précède la liste des sociétés visées.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2019-03-20	1857492 ONTARIO INC.	1857492
2019-03-20	2406379 ONTARIO INC.	2406379

BARBARA DUCKITT
Director, Ministry of Government
and Consumer Services
Directrice, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(152-G144)

Cancellation for Filing Default (Corporations Act) Annulation pour omission de se conformer à une obligation de dépôt (Loi sur les personnes morales)

NOTICE IS HEREBY GIVEN that orders under Section 317(9) of the *Corporations Act* have been made cancelling the Letters Patent of the following corporations and declaring them to be dissolved. The date of the order of dissolution precedes the name of the corporation.

AVIS EST DONNÉ PAR LA PRÉSENTE que, les décrets émis en vertu de l'article 317 (9) de la *Loi sur les personnes morales* ont été émis pour annuler les lettres patentes des personnes morales suivantes et les déclarer dissoutes. La date du décret de la dissolution précède le nom de la personne morale.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2019-03-20	CANADIAN COUNCIL OF PAKISTANI CHRISTIANS	1874923

BARBARA DUCKITT
Director, Ministry of Government
and Consumer Services
Directrice, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(152-G145)

Government Notices — Other Avis du gouvernement — Autres

Foreign Cultural Objects Immunity from Seizure Act Determination Détermination de la Loi sur l'insaisissabilité des biens culturels étrangers

Pursuant to delegated authority and in accordance with subsection 1(1) of the *Foreign Cultural Objects Immunity from Seizure Act*, R.S.O. 1990, c.F-23, the works of art or other objects of cultural significance listed in Schedule “A” attached hereto, which works or objects are to be on temporary exhibit during the *Gauguin: Portraits* exhibition at the National Gallery of Canada in Ottawa, Ontario pursuant to loan agreements between the National Gallery of Canada and the lenders listed in the attached Schedule “A”, are hereby determined to be of cultural significance and the temporary exhibition of these works or objects in Ontario is in the interest of the people of Ontario.

DATE: March 21, 2019
Determined by Kevin Finnerty
Assistant Deputy Minister
Business Transformation and Project Management Division
Ministry of Tourism, Culture and Sport

Schedule “A” List of Works *Gauguin: Portraits* National Gallery of Canada

Lender	Artist	Object/Art	Date	Medium	Dimension	Inventory #
Norton Museum of Art	Paul Gauguin	Christ in the Garden of Olives	1889	Oil on canvas	72.4 x 91.4 cm (28 1/2 x 36 in.)	46.5
Sterling and Francine Clark Art Institute	Paul Gauguin	Young Christian Girl	1894	Oil on canvas	Without frame: 65.3 x 46.7 cm (25 11/16 x 18 3/8 in.) Frame: 89.9 x 71.3 cm (35 3/8 x 28 1/16 in.)	1986.22
The Museum of Modern Art	Paul Gauguin	Portrait of Jacob Meyer de Haan	1889	Oil on wood	79.6 x 51.7 cm (31 3/8 x 20 3/8 in.)	2.1958
L'Institut national d'histoire de l'art	Paul Gauguin	Portrait de Stéphane Mallarmé (Portrait of Stéphane Mallarmé)	1891	Unknown	Unknown	GAUGUIN 17a
Baltimore Museum of Art	Paul Gauguin	Vahine no te vi (Woman of the Mango)	1892	Oil on canvas	Without frame: 73 x 45.1 cm With frame: 107 x 78.4 x 6.4 cm	GAUGUIN2019-L19.1
Kunstmuseum Basel	Paul Gauguin	Portrait de l'artiste par lui-même (Portrait of the Artist by Himself)	1903	Öl auf leinwand (Oil on canvas)	41.4 x 23.5 cm	1943
Museum Folkwang	Paul Gauguin	Contes barbares (Barbarian Tales)	1902	Oil on canvas	Without frame : 131.5 x 90.5 cm With frame: 150 x 110 x 7.5 cm	G 54
Dallas Museum of Art	Paul Gauguin	Portrait Vase of Mme. Schuffenecker	c. 1889-1890	Glazed stoneware	23.654 x 17.15 x 17.78 cm (9 5/16 x 6 3/4 x 7 in.)	1985.R.28
Indianapolis Museum of Art at Newfields	Paul Gauguin	Still Life with Profile of Laval	1886	Oil on canvas	Canvas dimensions: 46.04 x 38.1 cm (18 1/8 X 15 in.) Frame dimensions with optimum glazing: 66 x 58.4 x 5.7 cm (26 x 22 3/4 x 2 3/4 in.)	1998.167
Petit Palais, Musée des Beaux-Arts de la Ville de Paris	Paul Gauguin	Vieil homme au bâton (Old Man at Bat)	Unknown	Huile sur toile (Oil on canvas)	Without frame: 70 x 45 cm With frame: 88.5 x 64.5 x 6.5 cm	PPP623

Lender	Artist	Object/Art	Date	Medium	Dimension	Inventory #
Harvard Art Museums	Paul Gauguin	Still Life with Apples, a Pear, and a Ceramic Portrait Jug	1889	Oil on paper mounted on panel	Without frame: 28.6 x 36.2 cm (11 1/4 x 14 1/4 in.) With frame: 43.5 x 52.4 x 2.9 cm (17 1/8 x 20 5/8 x 1 1/8 in.)	1958.292
Private collection located in Italy	Paul Gauguin	Still Life with l'Esperance	1901	Oil on canvas	Without frame, mat or pedestal: 65 x 77 cm With frame, mat or pedestal: approx. 90 x 90 cm	N/A
Hammer Museum	Paul Gauguin	Bonjour Monsieur Gauguin (Hello Mr. Gauguin)	1889	Oil on canvas and panel	Without frame, mat or pedestal: 29 1/2 x 21 9/16 x 3/4 in. With frame, mat or pedestal: 41 1/4 x 33 1/8 x 4 7/8 in.	GAUGUIN2019-L10.1
Pola Museum of Art	Paul Gauguin	Exotic Eve	1890/1894	Watercolour on paper	Without frame, mat or pedestal: 42.8 x 25.1 cm With frame, mat or pedestal: 72 x 54.6 x 11.5 cm	GAUGUIN2019-L16.1
Kimbell Art Museum	Paul Gauguin	Self-Portrait	Unknown	Unknown	Unknown	1997.03
Richard Wolman	Paul Gauguin	Portrait de Meyer de Haan (Portrait of Meyer de Haan)	1889-90	Charcoal on paper	Without frame, mat or pedestal: 31 x 19.4 cm	GAUGUIN2019-L50.1
Galerie Talabardon & Gautier	Paul Gauguin	Soyez Symboliste: Portrait of Jean Moréas (By a Symbolist: Portrait of Jean Moréas)	1890-91	Brush and pen and ink	Without frame, mat or pedestal: 25.4 x 28.2 cm With frame, mat or pedestal: 45.7 x 50.9 cm	GAUGUIN2019-L41.1
Elysium Management LLC	Paul Gauguin	Le peintre Roy (The Painter Roy)	1889	Oil on canvas	16 x 13 in.	N/A
Stichting Kröller-Müller Museum	Paul Gauguin	Atiti	1892	Oil on canvas	29.7 x 24.7 cm	KM 104.366
National Gallery of Art (Washington)	Paul Gauguin	Self-Portrait Dedicated to Carrière	1888 or 1889	Oil on canvas	Without frame: 46.5 x 38.6 cm (18 5/16 x 15 3/16 in.) With frame: 66 x 58.7 x 8.2 cm (26 x 23 1/8 x 3 1/4 in.)	1985.64.20
National Gallery of Art (Washington)	Paul Gauguin	Père Paillard	1902	Painted miro wood	67.9 x 18 x 20.7 cm (26 3/4 x 7 1/16 x 8 1/8 in.)	1963.10.238
Saint Louis Art Museum	Paul Gauguin	Madame Roulin	1888	Oil on canvas	Without frame: 50.5 x 63.5 cm (19 7/8 x 25 in.) With frame: 78.1 x 91.4 x 10.5 cm (30 3/4 x 36 x 4 1/8 in.)	5:1959
Fine Arts Museums of San Francisco	Paul Gauguin,	L'arlésienne, Mme. Ginoux (The Woman from Arles, Madame Ginoux)	1888	Beige chalk under charcoal with stumping, with salmon-colored pastel, heightened with white chalk on beige wove paper	Sheet: 561 x 492 mm (22 1/16 x 19 3/8 in.) Frame: 854 x 744 x 44 mm (33 5/8 x 29 5/16 x 1 3/4 in.)	69.30.78
McNay Art Museum	Paul Gauguin	Portrait of the Artist with the Idol	c. 1893	Oil on canvas	Without frame, mat or pedestal: 43.8 x 32.7 cm With frame, mat or pedestal: 66 x 54.6 cm	GAUGUIN2019-L39.1

Lender	Artist	Object/Art	Date	Medium	Dimension	Inventory #
Musée Léon Dierx	Paul Gauguin	Masque de sauvage (Mask of the Savage)	Unknown	Céramique (Ceramic)	25 cm x 19 cm x 5 cm	1947.01.52
Private collection located in the United States of America	Paul Gauguin	Portrait of Annette Belfils	1890	Conté crayon and red chalk	With frame, mat or pedestal: 59 x 56 x 6 cm	GAUGUIN2019-L48.1
The National Museum of Western Art	Paul Gauguin	Portrait of the Painter Slewinski	1891	Oil on canvas	53.5 x 81.5 cm	P.1959-107
Musée d'Orsay	Paul Gauguin	Portrait de l'artiste au Christ jaune (The Artist with the Yellow Christ)	1890 and 1891	Huile sur toile (Oil on canvas)	38 x 46 cm	RF 1994-2
Musée d'Orsay	Paul Gauguin	Portrait de l'artiste (recto); Portrait de William Morland (verso)	1893 and 1894	Huile sur toile (Oil on canvas)	46 x 38 cm	RF 1966-7
Musée d'Orsay	Paul Gauguin	Autoportrait-à l'ami Daniel (Self-portrait – To My Friend Daniel)	1896	Huile sur toile (Oil on canvas)	40.5 x 32 cm	RF 1951-7
Musée d'Orsay	Paul Gauguin	Pot anthropomorphe (Anthropomorphic jar)	Unknown	Base (grès émaillé) Base (glazed stoneware)	28.4 x 21.5 cm	OA 9050
Musée d'Orsay	Paul Gauguin	Tehura	1891-1893	Masque en bois de pua polychrome (Polychrome wooden mask)	22.2 x 7.8 x 12 x 6 cm	OA 9528
Musée d'Orsay	Paul Gauguin	Tahitien	Unknown	Masque en bronze (Bronze mask)	25 x 12 x 18 cm	AF 14392
Museums Sheffield	Paul Gauguin	Interior with Aline	1881	Oil on canvas	757 x 869 x 68 mm	VIS.LI.901
Art Institute of Chicago	Paul Gauguin	Merahi metua no Tehamana (Tehamana Has Many Parents or The Ancestors of Tehamana)	1893	Oil on jute canvas	75 x 53 cm (29 1/2 x 20 7/8 in.)	1980.613
Musées royaux des Beaux-Arts de Belgique	Paul Gauguin	Portrait de Suzanne Bambridge (Portrait of Suzanne Bambridge)	1891	Huile sur toile (Oil on canvas)	Without frame: 70 x 50 cm With frame: 95 x 74.5 x 7 cm	Inv. 4491
Museu de Arte de São Paulo Assis Chateaubriand	Paul Gauguin	Self-Portrait (Near Golgotha)	1896	Oil on canvas	Without frame : 75.5 x 63 cm With frame: 100 x 88 x 12 cm	MASP. 00108

Ontario Energy Board Commission de l'énergie de l'Ontario

Notice of Amendment to a Code March 14, 2019

Amendments to the Unit Sub-Metering Code (USMC)

Note: The text of the amendments is set out in italics below, for ease of identification only.

1. Effective March 14, 2019, section 1.2.1 of the USMC is amended by deleting the words "Ontario Energy Board" from the definition of "OESP"; by replacing the definition of "business day" with the following:

"business day" means any day other than a Saturday or a holiday;

and by adding the following definition immediately after the definition of "exempt distributor":

"holiday" means a holiday described in section 88 of the Legislation Act, 2006, S.O. 2006, c. 21, Sched. F as well as the August Civic Holiday;

2. Effective July 1, 2019, the following new section 3.3.2A is added immediately after section 3.3.2:

3.3.2.A For the purposes of this section 3.3:

"complaint" means an allegation by a consumer of a breach of an enforceable provision by a unit sub-meter provider;

"Consumer Complaint Response Process" means the requirements set out in sections 3.3.4 to 3.3.12;

"enforceable provision" has the meaning given to it in section 3 of the Act;

"OEB E-Portal" means the Board's electronic communication tool used to communicate with a unit sub-meter provider for the purposes of the Consumer Complaint Response Process;

3. Effective July 1, 2019, sections 3.3.3 and 3.3.4 of the USMC are replaced with the following:

3.3.3 If a consumer makes a complaint to a unit sub-meter provider regarding its services, the unit sub-meter provider shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved within 10 business days, the unit sub-meter provider shall inform the consumer that the consumer may contact the Board at any time, and shall at the same time provide the consumer with either the Board's designated toll-free telephone number or local telephone number (as requested by the consumer), and the website address designated by the Board for that purpose.

3.3.4 A unit sub-meter provider shall, within five business days of the coming into force of this section 3.3.4, provide the Board with an e-mail address for the purposes of the Consumer Complaint Response Process. The unit sub-meter provider shall ensure that the e-mail address is monitored at all times during the unit sub-meter provider's regular business hours.

4. Effective July 1, 2019, the following new sections 3.3.5 to 3.3.12 are added to the USMC immediately after section 3.3.4:

3.3.5 A unit sub-meter provider shall, within five business days of the coming into force of this section 3.3.5, provide

the Board with the name, title, direct telephone number, direct e-mail address, and mailing address of:

- (a) *the person designated by the unit sub-meter provider as the unit sub-meter provider's contact person for purposes of the Consumer Complaint Response Process; and*

- (b) *the person that the person in paragraph (a) reports to.*

3.3.6 If any of the information required under sections 3.3.4 or 3.3.5 changes, the unit sub-meter provider shall provide the Board with updated information as soon as possible upon becoming aware of the change and in any event no later than five business days of the change taking effect.

3.3.7 Where a non-complaint issue from a consumer is forwarded to a unit sub-meter provider through the OEB E-Portal, the unit sub-meter provider shall respond directly to the consumer, in a timely manner. In such a case, the unit sub-meter provider is not required to follow the process set out in sections 3.3.8 to 3.3.11.

3.3.8 Where a complaint is forwarded to a unit sub-meter provider through the OEB E-Portal, the unit sub-meter provider shall provide, through the OEB E-Portal, a response to the complaint that meets the requirements of section 3.3.9 within:

- (a) *two business days of the date of receipt of the complaint, where the complaint relates to the disconnection of a consumer's property or is otherwise identified as urgent by the Board when forwarding the complaint to the unit sub-meter provider; or*
- (b) *10 business days of receipt of the complaint in all other cases.*

3.3.9 The unit sub-meter provider's response referred to in section 3.3.8 must include the following:

- (a) *all pertinent information regarding the complaint, including any relevant background information;*
- (b) *the steps taken by the unit sub-meter provider to investigate the complaint;*
- (c) *the steps taken by the unit sub-meter provider to resolve the complaint;*
- (d) *any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;*
- (e) *if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;*
- (f) *if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and*
- (g) *a copy of all relevant documents and communications between the consumer and the unit sub-meter provider in relation to the complaint.*

3.3.10 Within five business days of being requested to do so, a unit sub-meter provider shall provide, through the OEB E-Portal, such additional information beyond the information required by section 3.3.9 regarding the unit

sub-meter provider's handling of a complaint as may reasonably be required by the Board in order to review and assess the matter.

- 3.3.11 *Where section 3.3.9(f) applies and the steps for implementing the resolution were not all completed at the time the unit sub-meter provider provides its response under section 3.3.8, the unit sub-meter provider shall confirm through the OEB E-Portal once the resolution has been completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.*
- 3.3.12 *For the purposes of the Consumer Complaint Response Process, where there is a reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens.*
5. Effective March 1, 2020, section 4.1.3 of the USMC is amended by replacing the number “5” with the number “3”.
6. Effective March 1, 2020, the following new sections 4.1.3A to 4.1.3C are added to the USMC immediately after section 4.1.3:
- 4.1.3A *Before requiring a security deposit under section 4.1.3 from a residential consumer who has not been served by the unit sub-meter provider in the previous 24 months, a unit sub-meter provider shall offer the consumer the option of enrolling in a pre-authorized payment plan and where the consumer elects to enroll, no security deposit shall be required.*
- 4.1.3B *Despite section 4.1.3A, a unit sub-meter provider may require a security deposit from the consumer if within 12 months of enrollment in a pre-authorized payment plan,*
- (a) *the consumer terminates the plan;*
 - (b) *the consumer receives more than one disconnection notice from the unit sub-meter provider;*
 - (c) *more than one payment by the consumer has been returned for insufficient funds; or*
 - (d) *a disconnect / collect trip has occurred.*
- 4.1.3C *Section 4.1.3B does not apply if any of the events listed in paragraphs (b) to (d) of that section occurred due to an error by the unit sub-meter provider.*
7. Effective March 14, 2019, section 4.1.14C of the USMC is amended by adding the word “a” between the words “requests” and “refund”.
8. Effective March 14, 2019, section 4.1.16 of the USMC is replaced with the following:
- 4.1.16 *Within six weeks of the closure of a consumer's account, a unit sub-meter provider shall return any security deposit received from the consumer, subject to the unit sub-meter provider's right to use the security deposit to set off other amounts owing by the consumer to the unit sub-meter provider.*
9. Effective March 14, 2019, section 4.2.5A of the USMC is amended by replacing paragraph (h) with the following:
- (h) *that the disconnection may occur without attendance at the consumer's premises (provided, however, that this information need not be included if the unit sub-meter provider does not in fact disconnect service without attendance at the consumer's premises);*
- and by adding the following to paragraph (k), immediately after the word “disconnection”: “(provided, however, that this information need not be included if the unit sub-meter provider does not in fact make use of load control devices).”
10. Effective March 1, 2020, section 4.2.5F of the USMC is amended by replacing the words “11 days” with “14 days”.
11. Effective March 1, 2020, section 4.2.5.H of the USMC is amended by replacing the words “10 days” with “14 days”.
12. Effective March 1, 2020, section 4.2.5I of the USMC is amended by replacing the words “11 days” with “14 days”.
13. Effective March 14, 2019, section 4.2.6 is amended by replacing the period after the word “elapsed” with a colon.
14. Effective March 1, 2020, section 4.2.6 is amended by replacing the words “10 days” with “14 days”.
15. Effective March 1, 2020, section 4.2.6A is amended by replacing the words “third business day” with “fifth calendar day”.
16. Effective March 14, 2019, section 4.2.6A is amended by replacing the words “a ‘dependent’” with “a ‘dependant’” in paragraph (e).
17. Effective March 1, 2020, the following new sections 4.2.7A and 4.2.7B are added to the USMC immediately after section 4.2.7:
- 4.2.7A *At least seven days before issuing a disconnection notice for non-payment, a unit sub-meter provider shall deliver an account overdue notice to the consumer by the consumer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the distributor.*
- 4.2.7B *A unit sub-meter provider shall not disconnect a customer for non-payment on a day the unit sub-meter provider is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.*
18. Effective March 1, 2020, section 4.5.3 of the USMC is amended by replacing the words “16 days” with “20 days”.
19. Effective March 14, 2019, section 4.5.6 of the USMC is amended by deleting the word “charges” the second time it appears.
20. Effective March 14, 2019, section 4.5.7 of the USMC is revoked.
21. Effective March 14, 2019, section 4.5.8 of the USMC is amended by deleting the words “or 4.5.7”.
22. Effective March 14, 2019, section 4.5.9 of the USMC is amended by deleting the words “Subject to section 4.5.7,” and “or 4.5.7”, and by capitalizing the word “Where”.
23. Effective March 1, 2020, the following new section 4.5.9A is added to the USMC immediately after section 4.5.9:
- 4.5.9A *Despite sections 4.5.6 and 4.5.9, where a consumer requests that a payment be allocated in a manner other than that specified in those sections, the unit sub-meter provider may, but is not required to, allocate the payment in the manner requested.*
24. Effective March 14, 2019, section 4.5.10(a) of the USMC is amended by adding the word “and” immediately before the words “Regulatory Charges”, and by deleting the words “and ‘Debt Retirement Charge’” immediately after the words “Regulatory Charges”.
25. Effective March 14, 2019, section 4.5.11 of the USMC is amended by deleting the words, “For the purpose of this section, a ‘business day’ is any day other than a Saturday or a holiday as defined in section 88 of the *Legislation Act, 2006*.”

26. Effective March 1, 2020, section 4.6.1 of the USMC is replaced with the following:

4.6.1 *A unit sub-meter provider shall make available to any consumer who is unable to pay their outstanding electricity charges, as defined in section 4.5.10, the opportunity to enter into an arrears payment agreement with the unit sub-meter provider. In respect of residential consumers, the arrears payment agreement shall include, at a minimum, the terms and conditions specified in sections 4.6.3 to 4.6.16 inclusive. In respect of non-residential consumers, an arrears payment agreement need not include those terms and conditions, but shall be offered on reasonable terms.*

27. Effective March 1, 2020, section 4.6.3 of the USMC is amended by adding the words “with a residential consumer” immediately after the word “agreement”.
28. Effective March 1, 2020, section 4.6.19 of the USMC is amended by replacing the words “a residential electricity consumer” with “a consumer”, by replacing the words “his or her” with “their”, and by adding the following words immediately after the words “pursuant to section 4.6.9”: “(in the case of a residential consumer) or otherwise (in the case of a non-residential consumer)”.
29. Effective March 14, 2019, sections 5.1 and 5.7 of the USMC are revoked.

(152-G147)

**Notice of Amendment to a Rule
March 14, 2019**

Amendments to the Gas Distribution Access Rule

Note: The text of the amendments is set out in italics below, for ease of identification only.

1. Effective March 14, 2019, section 1.1.1 of the Gas Distribution Access Rule is amended by deleting the word “and” after the second bullet point and adding the following two bullet points:
- *establish customer service rules for rate-regulated gas distributors; and*
 - *establish a consumer complaint response process for rate-regulated gas distributors*
2. Effective March 14, 2019, section 1.2.1 of the Gas Distribution Access Rule is amended by adding the following definitions, in alphabetical order:

“business day” means any day other than a Saturday or a holiday;

“disconnect/collect trip” means a visit to a consumer’s premises by an employee or agent of the gas distributor to demand payment of an outstanding amount or to shut off distribution of gas to the consumer for non-payment;

“holiday” means a holiday described in section 88 of the Legislation Act, 2006, S.O. 2006, c. 21, Sched. F as well as the August Civic Holiday;

“non-residential consumer” means a consumer in a premises that is not a residential property;

“residential consumer” means a consumer in a residential property;

“residential property” means a single family residence or a dwelling unit within a multiple family dwelling or a premises that is used for business purposes that also includes a dwelling unit consuming at least half of the gas supplied to the premises;

3. Effective March 1, 2020, the heading of section 8 of the Gas Distribution Access Rule is amended by replacing the words “Standards and Practices” with the word “Policy”.
4. Effective March 1, 2020, section 8.1.2 of the Gas Distribution Access Rule is amended by deleting the word “and” after paragraph (g), adding the word “and” after paragraph (h), and adding the following new paragraph (i) at the end of the section:
- (i) *late payments, including the date from which any Board-approved late payment charges apply.*
5. Effective March 1, 2020, sections 8.2.2, 8.3.2, 8.3.3, 8.3.4, and 8.3.5 of the Gas Distribution Access Rule are revoked.
6. Effective July 1, 2019, section 8.4.2 of the Gas Distribution Access Rules is revoked.
7. The Gas Distribution Access Rule is amended by adding the following new section 9, which is effective March 1, 2020, except for sections 9.1, 9.6.21, and 9.6.23, which are effective July 1, 2019:

9. CUSTOMER SERVICE RULES

9.1 General

9.1.1 *This section 9 applies only to rate-regulated gas distributors, and only in respect of low volume consumers.*

9.2 Security Deposits

9.2.1 *A gas distributor shall ensure that its Customer Service Policy includes the gas distributor’s security deposit policy which shall be consistent with the provisions of this Rule. A gas distributor’s security deposit policy shall include at a minimum the following:*

- (a) *a list of all potential types/forms of security accepted;*
- (b) *a detailed description of how the amount of security is calculated;*
- (c) *limits on the amount of security required;*
- (d) *the planned frequency, process and timing for updating security deposits;*
- (e) *criteria consumers must meet to have the security deposit waived and/or returned; and*
- (f) *methods of enforcement where a security deposit is not paid.*

9.2.2 *In managing consumers’ non-payment risk, a gas distributor shall not discriminate among consumers with similar risk profiles or risk related factors except where expressly permitted under this Rule.*

9.2.3 *A gas distributor may require a security deposit from a consumer who is not billed by a competitive gas vendor under gas vendor-consolidated billing unless the consumer has a good payment history of one year in the case of a residential consumer, or three years in the case of a non-residential consumer. The time period that makes up the good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months. A gas distributor shall provide a consumer with the specific reasons for requiring a security deposit from the consumer.*

9.2.4 *Before requiring a security deposit under section 9.2.3 from a residential consumer who has not been served*

- by the gas distributor in the previous 24 months, a gas distributor shall offer the consumer the option of enrolling in an equal monthly payment plan, a pre-authorized payment plan, or both, and where the consumer elects to enroll, no security deposit shall be required.
- 9.2.5 Despite section 9.2.4, a gas distributor may require a security deposit from the consumer if within 12 months of enrollment in an equal monthly payment plan, a pre-authorized payment plan, or both,
- (a) the consumer terminates the plan;
 - (b) the consumer receives more than one disconnection notice from the gas distributor;
 - (c) more than one payment by the consumer has been returned for insufficient funds;
 - (d) a disconnect/collect trip has occurred; or
 - (e) in the case of an equal monthly payment plan, the plan has been cancelled due to non-payment by the consumer.
- 9.2.6 Section 9.2.5 does not apply if any of the events listed in paragraphs (b) to (e) of that section occurred due to an error by the gas distributor.
- 9.2.7 For the purposes of section 9.2.3, a consumer is deemed to have a good payment history unless, during the relevant time period set out in section 9.2.3, the consumer has received more than one disconnection notice from the gas distributor, more than one cheque given to the gas distributor has been returned for insufficient funds, more than one pre-authorized payment to the gas distributor has been returned for insufficient funds, a disconnect/collect trip has occurred or the gas distributor had to apply a security deposit in accordance with section 9.2.30 and required the consumer to repay the security deposit in accordance with section 9.2.31. If any of the preceding events occur due to an error by the gas distributor, the consumer's good payment history shall not be affected.
- 9.2.8 Despite section 9.2.3, a gas distributor shall not require a security deposit where:
- (a) a consumer provides a letter from another gas distributor or electricity distributor in Canada confirming a good payment history with that distributor for the most recent relevant time period set out in section 9.2.3 where some of the time period which makes up the good payment history has occurred in the previous 24 months;
 - (b) a consumer provides a satisfactory credit check made at the consumer's expense; or
 - (c) an eligible low-income customer has requested a waiver under section 9.2.9.
- 9.2.9 When issuing a bill for a security deposit in accordance with section 9.2.3, the gas distributor shall advise a residential consumer that the security deposit requirement will be waived for an eligible low-income customer upon request. The gas distributor shall notify the consumer by means of a bill insert, bill message, letter or outgoing telephone message and shall include the gas distributor's contact information where the consumer can obtain further information and a referral to a LEAP Intake Agency to review the consumer's low-income eligibility.
- 9.2.10 Where a gas distributor is advised by a LEAP Intake Agency that the agency is assessing the consumer for eligibility as a low-income customer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the LEAP Intake Agency.
- 9.2.11 The maximum amount of a security deposit which a gas distributor may require a consumer to pay shall be calculated by multiplying the gas distributor's billing cycle factor and the consumer's estimated bill (which shall be based on the consumer's average monthly load with the gas distributor during the most recent 12 consecutive months within the past two years). Where relevant usage information is not available for the consumer for 12 consecutive months within the past two years or where the gas distributor does not have systems capable of making the above calculation, the consumer's average monthly load shall be based on a reasonable estimate made by the gas distributor.
- 9.2.12 Subject to section 9.2.2, a gas distributor may in its discretion reduce the amount of a security deposit which it requires a consumer to pay for any reason including where the consumer pays under an interim payment arrangement and where the consumer makes pre-authorized payments.
- 9.2.13 For the purposes of section 9.2.11, the billing cycle factor is 2.5 if the consumer is billed monthly, 1.75 if the consumer is billed bi-monthly and 1.5 if the consumer is billed quarterly.
- 9.2.14 Where a consumer, other than a residential consumer, has a payment history which discloses more than one disconnection notice in a relevant 12 month period, the gas distributor may use that consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past two years for the purposes of making the calculation of the maximum amount of security deposit under section 9.2.11.
- 9.2.15 The form of payment of a security deposit for a residential consumer shall be cash or cheque at the discretion of the consumer or such other form as is acceptable to the gas distributor.
- 9.2.16 The form of payment of a security deposit for a non-residential consumer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46 at the discretion of the consumer. The gas distributor may also accept other forms of security such as surety bonds and third party guarantees.
- 9.2.17 A gas distributor shall permit a non-residential consumer to provide a security deposit in equal installments paid over a period of at least four months. The consumer may elect to pay the security deposit over a shorter time period.
- 9.2.18 A gas distributor shall permit a residential consumer to provide a security deposit in equal installments paid over a period of at least six months, including where a new security deposit is required due to the gas distributor having applied the existing security deposit against amounts owing under section 9.2.30. The consumer may elect to pay the security deposit over a shorter period of time.
- 9.2.19 Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by the gas distributor. The interest rate shall be at the average over the period of the prime business rate set by the Bank of Canada less two percent. The interest accrued shall be paid out at

- least once every 12 months or on return of the security deposit to the consumer's account or upon the closure of the consumer's account, whichever comes first, and may be paid by crediting the account of the consumer or otherwise.
- 9.2.20 *A gas distributor shall review every consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the consumer as the consumer is now in a position that it would be exempt from paying a security deposit under section 9.2.3 or 9.2.8 had it not already paid a security deposit or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit under section 9.2.11.*
- 9.2.21 *For the purposes of section 9.2.20, where a residential consumer has paid a security deposit in installments, a gas distributor shall conduct a review of the consumer's security deposit in the calendar year in which the anniversary of the first installment occurs and thereafter at the next review as required by this Rule.*
- 9.2.22 *A gas distributor shall respond promptly to a consumer who, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that the gas distributor undertake a review to determine whether the entire amount of the security deposit is to be returned to the consumer as the consumer is now in a position that it would be exempt from paying a security deposit under section 9.2.3 or 9.2.8 had it not already paid a security deposit or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit under section 9.2.11.*
- 9.2.23 *For the purposes of section 9.2.22, where a residential consumer has paid a security deposit in installments, the consumer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.*
- 9.2.24 *A gas distributor shall give notice to all residential consumers, at least annually, that any residential consumer that qualifies as an eligible low-income customer may request and receive a refund of any security deposit previously paid to the gas distributor by the consumer, after application of the security deposit to any outstanding arrears on the consumer's account.*
- 9.2.25 *Where an eligible low-income customer requests a refund of a security deposit previously paid to a gas distributor by the customer, the gas distributor shall advise the customer within 10 days of the request that the balance remaining after application of the security deposit to any outstanding arrears will be credited to his or her account where the remaining amount is less than one month's average billing or, where the remaining amount is equal to or greater than one month's average billing, the customer may elect to receive the refund by cheque and the gas distributor shall issue a cheque within 11 days of the customer requesting payment by cheque.*
- 9.2.26 *Where the gas distributor determines in conducting a review under section 9.2.20 or 9.2.22 that some or all of the security deposit is to be returned to the consumer, the gas distributor shall promptly return this amount to the consumer by crediting the consumer's account or otherwise. Despite section 9.2.17, where the gas distributor determines in conducting a review under section 9.2.20 or 9.2.22 that the maximum amount of the security deposit is to be adjusted upwards, the gas distributor may require the consumer to pay this additional amount at the same time as that consumer's next regular bill comes due.*
- 9.2.27 *Despite section 9.2.26, where a residential consumer is required to adjust the security deposit upwards, a gas distributor shall permit the consumer to pay the adjustment amount in equal installments paid over a period of at least six months. A consumer may elect to pay the security deposit over a shorter period of time.*
- 9.2.28 *Within six weeks of the closure of a consumer's account, a gas distributor shall return any security deposit that was received from the consumer, subject to the gas distributor's right to use the security deposit to set off other amounts owing by the consumer to the gas distributor.*
- 9.2.29 *Despite sections 9.2.20, 9.2.22, 9.2.26, 9.2.28, and 9.2.32, where all or part of a security deposit has been paid by a third party on behalf of a consumer, the gas distributor shall return the amount of the security paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:*
- (a) *the third party paid all or part (as applicable) of the security deposit directly to the gas distributor;*
 - (b) *the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that the gas distributor return all or part (as applicable) of the security deposit to it rather than to the consumer; and*
 - (c) *there is not then any amount overdue for payment by the consumer that the gas distributor is permitted by this Rule to offset using the security deposit.*
- 9.2.30 *A gas distributor shall not issue a disconnection notice to a residential consumer for non-payment unless the gas distributor has first applied any security deposit held on account for the consumer against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing.*
- 9.2.31 *Where a gas distributor applies all or part of a security deposit to offset amounts owing by a residential consumer under section 9.2.30, the gas distributor may request that the consumer repay the amount of the security deposit that was so applied. The gas distributor shall allow the residential consumer to repay the security deposit in installments in accordance with section 9.2.27.*
- 9.2.32 *A gas distributor shall apply a security deposit to the final bill prior to the change in service where a consumer changes from system gas to a competitive gas vendor that uses gas vendor-consolidated billing or a consumer changes billing options from gas distributor-consolidated billing to split billing or gas vendor-consolidated billing. A gas distributor shall promptly return any remaining amount of the security deposit to the consumer. A gas distributor shall not pay any portion of a consumer's security deposit to a gas vendor. Where a change is made from gas distributor-consolidated billing to split billing, a gas distributor may retain a portion of the security deposit amount that reflects the non-payment risk associated with the new billing option.*
- 9.3 Bill Issuance and Payment**
- 9.3.1 *A gas distributor shall include on each bill issued to a consumer the date on which the bill is printed.*
- 9.3.2 *Except as otherwise permitted by this Rule, a gas distributor shall not treat a bill issued to a consumer as unpaid, and shall not impose any late payment or other charges associated with non-payment, until the*

applicable minimum payment period set out in section 9.3.3 has elapsed.

- 9.3.3 *For the purposes of section 9.3.2, the minimum payment period shall be 20 days from the date on which the bill was issued to the consumer. A gas distributor may provide for longer minimum payment periods, provided that any such longer minimum payment periods are documented in the gas distributor's Customer Service Policy.*
- 9.3.4 *For the purposes of section 9.3.3, a bill will be deemed to have been issued to a consumer:*
- (a) *if sent by mail, on the third day after the date on which the bill was printed by the gas distributor;*
 - (b) *if made available over the internet, on the date on which an e-mail is sent to the consumer notifying the consumer that the bill is available for viewing over the internet;*
 - (c) *if sent by e-mail, on the date on which the e-mail is sent; or*
 - (d) *if sent by more than one of the methods listed in paragraphs (a) to (c), on whichever date of deemed issuance occurs last.*
- 9.3.5 *A gas distributor shall apply the following rules for purposes of determining the date on which payment of a bill has been received from a consumer:*
- (a) *if paid by mail, three days prior to the date on which the gas distributor receives the payment;*
 - (b) *if paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the consumer's financial institution; or*
 - (c) *if paid by credit card issued by a financial institution, on the date and at the time that the charge is accepted by the financial institution.*
- 9.3.6 *Where a bill issued to a residential consumer includes charges for goods or services other than gas, a gas distributor shall allocate any payment made by the consumer first to the gas charges and then, if funds are remaining, to the charges for other goods or services.*
- 9.3.7 *Where payment on account of a bill referred to in section 9.3.6 is sufficient to cover gas charges, security deposits and billing adjustments, the gas distributor shall not impose late payment charges, issue a disconnection notice or disconnect gas supply.*
- 9.3.8 *Where payment on account of a bill referred to in section 9.3.6 is not sufficient to cover gas charges, security deposits and billing adjustments, the gas distributor shall allocate the payments in the following order: gas charges, payments towards an arrears payment agreement, outstanding security deposit, under-billing adjustments and non-gas charges.*
- 9.3.9 *Despite sections 9.3.6 and 9.3.8, where a residential consumer requests that a payment be allocated in a manner other than that specified in those sections, the gas distributor may, but is not required to, allocate the payment in the manner requested.*
- 9.3.10 *For the purposes of this section 9.3, a gas distributor shall apply the following rules relating to the computation of time:*

- (a) *where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens;*
- (b) *where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day;*
- (c) *where an act, other than payment by a consumer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day;*
- (d) *where an act, other than payment by a consumer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day; and*
- (e) *receipt of a payment by a consumer is effective on the date that the payment is made, including payments made after 5:00 p.m.*

9.4 Equal Monthly Payment Plan

9.4.1 *A gas distributor shall offer to all low volume consumers receiving system gas an equal monthly payment plan option that meets the following minimum requirements:*

- (a) *a gas distributor may only refuse to provide an equal monthly payment plan option to a residential consumer who is in arrears on payment to the gas distributor for gas charges and who has not entered into an arrears payment agreement with the gas distributor;*
- (b) *a gas distributor may only refuse to provide an equal monthly payment plan option to a non-residential consumer:*
 - (i) *who has fewer than 12 months' billing history;*
 - (ii) *is in arrears on payment to the gas distributor for gas charges or whose participation in the equal monthly payment plan in the past 12 months was cancelled due to non-payment; or*
 - (iii) *whose consumption pattern is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of accuracy;*
- (c) *a gas distributor shall communicate the availability of an equal monthly payment plan to eligible consumers at least twice in each 12 month period through the consumer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the gas distributor;*
- (d) *a gas distributor shall offer to a residential consumer requesting an equal monthly payment plan a pre-authorized automatic monthly payment option whereby amounts due each month are automatically withdrawn from the consumer's account with a financial institution;*
- (e) *a gas distributor may cancel the equal monthly payment plan if the consumer misses more than one monthly payment under the equal monthly payment plan within an equal payment year;*
- (f) *subject to paragraph (g), the equal monthly payment plan shall provide for annual reconciliation of the plan as follows:*

- (i) while a consumer may join an equal monthly payment plan at any time during the calendar year, the gas distributor is only required to reconcile all of its equal monthly payment plans once during the calendar year and not on the 12th month anniversary since each individual consumer joined the plan;
- (ii) in the first year of an equal monthly payment plan and where the consumer has been on the plan for less than 12 months, the consumer may receive a reconciliation earlier than the 12th month anniversary, as a result of subparagraph i);
- (iii) while a gas distributor is only required to reconcile equal monthly payment plans on an annual basis, a gas distributor shall review its equal monthly payment plans quarterly or semi-annually and adjust the equal monthly payment amounts in the event of material changes in a consumer's gas consumption or a consumer's gas charges;
- (iv) despite subparagraph iii), a gas distributor may adjust the equal monthly payment amounts at any time in the event of material changes in a consumer's gas consumption or a consumer's gas charges or for any other reason with the consumer's consent;
- (v) where the annual reconciliation demonstrates that funds are owing to the consumer in an amount that is less than the consumer's average monthly billing amount, the gas distributor shall credit the amount to the consumer's account;
- (vi) where the annual reconciliation demonstrates that funds are owing to the consumer in an amount that is equal to or exceeds the consumer's average monthly billing amount, the gas distributor shall credit the amount to the consumer's account and advise the consumer that the consumer may contact the gas distributor within 10 days of the date of the bill to request a refund of the overpayment by cheque instead and the gas distributor shall make payment within 11 days of the consumer's request;
- (vii) where the annual reconciliation demonstrates that funds are owing by the consumer in an amount that is less than the consumer's average monthly billing amount, the gas distributor may collect the full amount owed by a corresponding charge on the bill issued to the consumer in the 12th month of the equal monthly payment plan, and
- (viii) where the annual reconciliation demonstrates that funds are owing by the consumer in an amount that is equal to or exceeds the consumer's average monthly billing, the gas distributor shall roll over the balance due to the following year's equal monthly payment plan and recover the balance over the first 11 months of the following year's equal monthly payment plan; and
- (g) where a consumer leaves the equal monthly payment plan for any reason, the gas distributor shall conduct a reconciliation and shall include any funds owing by or to the consumer as a charge or credit on the next regularly scheduled bill issued to the consumer.

9.4.2 For the purposes of section 9.4.1:

- (a) A consumer's average monthly billing amount shall be calculated by taking the aggregate of the total gas charges billed to the consumer in the preceding 12 months, and dividing that value by 12. If the consumer has been receiving service from the gas distributor for less than 12 months, the consumer's average monthly billing amount shall be based on a reasonable estimate made by the gas distributor.
- (b) Despite paragraph (a), the gas distributor may adjust the average monthly billing amount calculated under that paragraph upward or downward if, in the gas distributor's reasonable opinion (based on, for example, a Board-approved rate change, or an estimate provided by the consumer), the amount calculated is likely to be materially different than the consumer's actual average monthly billing amount over the next 12 months.

9.5 Arrears Payment Agreements

- 9.5.1 A gas distributor shall make available to any low volume consumer who is unable to pay their outstanding gas charges the opportunity to enter into an arrears payment agreement with the gas distributor. In respect of residential consumers, the arrears payment agreement shall include, at a minimum, the terms and conditions specified in sections 9.5.3 to 9.5.16 inclusive. In respect of non-residential consumers, an arrears payment agreement need not include those terms and conditions, but shall be offered on reasonable terms.
- 9.5.2 If a gas distributor enters into discussions with a residential consumer and offers an arrears payment agreement but the consumer declines to enter into an arrears payment agreement, the gas distributor may proceed with disconnection and is not required to offer an arrears payment agreement to such a consumer after disconnection.
- 9.5.3 Before entering into an arrears payment agreement with a residential consumer under this section 9.5, a gas distributor shall apply any security deposit held on account of the consumer against any gas charges owing at the time.
- 9.5.4 As part of the arrears payment agreement, a gas distributor may require that the consumer pay a down payment of up to 15% of the gas charges arrears accumulated, inclusive of any applicable late payment charges but excluding other service charges, when entering into the arrears management program.
- 9.5.5 Where an eligible low-income customer enters into an arrears payment agreement for the first time or subsequent to having successfully completed a previous arrears payment agreement as an eligible low-income customer, a gas distributor may require that the customer pay a down payment of up to 10% of the gas charges arrears accumulated, inclusive of late payment charges.
- 9.5.6 The arrears payment agreement referred to in section 9.5.1 shall allow the residential consumer to pay all remaining gas charges that are then overdue for payment as well as the current bill amount if the consumer elects to do so, after applying a security deposit under section 9.5.3 and the down payment referred to in section 9.5.4, including all gas-related service charges that have accrued to the date of the agreement, over the following periods:

- (a) *a period of at least five months, where the total amount of the gas charges remaining overdue for payment is less than twice the residential consumer's average monthly billing amount;*
 - (b) *a period of at least 10 months, where the total amount of the gas charges remaining overdue for payment is equal to or exceeds twice the residential consumer's average monthly billing amount;*
 - (c) *in the case of an eligible low-income customer, a period of at least eight months, where the total amount of the gas charges remaining overdue for payment exceeds two times the customer's average monthly billing amount;*
 - (d) *in the case of an eligible low-income customer, a period of at least 12 months where the total amount of the gas charges remaining overdue for payment exceeds two times the customer's average monthly billing amount and is less than or equal to five times the customer's average monthly billing amount; or*
 - (e) *in the case of an eligible low-income customer, a period of at least 16 months where the total amount of the gas charges remaining overdue for payment exceeds five times the customer's average monthly billing amount.*
- 9.5.7 *For the purposes of section 9.5.6, the consumer's average monthly billing amount shall be calculated by taking the aggregate of the total gas charges billed to the consumer in the preceding 12 months and dividing that value by 12. If the consumer has been a customer of the gas distributor for less than 12 months, the consumer's average monthly billing amount shall be based on a reasonable estimate made by the gas distributor.*
- 9.5.8 *Where a residential consumer defaults on more than one occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current gas charge billing, a security deposit amount or an under-billing adjustment, the gas distributor may cancel the arrears payment agreement.*
- 9.5.9 *If the gas distributor cancels an arrears payment agreement pursuant to section 9.5.8, the gas distributor shall give written notice of cancellation to the consumer and to any third party designated by the consumer under section 9.5.10 at least 10 days before the effective date of the cancellation.*
- 9.5.10 *Where, at the time of entering into an arrears payment agreement a residential consumer has designated a third party to receive notice of cancellation of the arrears payment agreement, the gas distributor shall provide notice of cancellation to such third party.*
- 9.5.11 *A gas distributor shall accept electronic mail (e-mail) or telephone communications from the residential consumer for the purposes of section 9.5.10.*
- 9.5.12 *If the residential consumer makes payment of all amounts due pursuant to the arrears payment agreement as of the cancellation date referred to in section 9.5.9 and makes such payment on or before the cancellation date, the gas distributor shall reinstate the arrears payment agreement.*
- 9.5.13 *Where an eligible low-income customer defaults on more than two occasions in making a payment in accordance with an arrears payment agreement, or a payment on account of a current gas charge billing or an under-billing adjustment, the gas distributor may cancel the arrears payment agreement.*
- 9.5.14 *For the purposes of sections 9.5.8 and 9.5.13, the defaults must occur over a period of at least two months before the gas distributor may cancel the arrears payment agreement.*
- 9.5.15 *A gas distributor shall make available to a residential gas consumer a second arrears payment agreement if the consumer so requests, provided that two years or more have passed since a first arrears payment agreement was entered into and provided that the consumer performed his or her obligations under the first arrears payment agreement.*
- 9.5.16 *The gas distributor is not required to waive any Board-approved late payment charges that accrue to the date of the arrears payment agreement but no further late payment charges may be imposed on a residential consumer after he or she has entered into an arrears payment agreement with the gas distributor in respect of the amount that is the subject of that agreement.*
- 9.5.17 *In the case of an eligible low-income customer, the gas distributor shall allow such a customer to enter into a subsequent arrears payment agreement upon successful completion of the previous arrears payment agreement on the following terms:*
- (a) *if a second or subsequent arrears payment agreement is requested less than 12 months from the date of completion of the previous arrears payment agreement, then the standard arrears payment agreement terms applicable to all residential consumers under sections 9.5.1 to 9.5.9 also apply to the eligible low-income customer; or*
 - (b) *if a second or subsequent arrears payment agreement is requested 12 months or more from the date of completion of the previous arrears payment agreement, the eligible low-income customer shall be entitled to the arrears payment agreement terms set out in sections 9.5.5, 9.5.6(c), 9.5.6(d), 9.5.6(e), 9.5.13, and 9.5.14.*
- 9.5.18 *The gas distributor shall not disconnect the property of a residential consumer for failing to make a payment subject to an arrears payment agreement unless the consumer is in default, according to sections 9.5.8, 9.5.13 and 9.5.14, and the gas distributor has cancelled the arrears payment agreement in accordance with the provisions of this Rule.*
- 9.5.19 *In the event a consumer failed to perform their obligations under a previous arrears payment agreement and the gas distributor terminated the agreement pursuant to section 9.5.8 (in the case of a residential consumer) or otherwise (in the case of a non-residential consumer), the gas distributor may require that the consumer wait one year after termination of the previous agreement before entering into another arrears payment agreement with the gas distributor.*
- 9.6 Disconnection and Reconnection**
- 9.6.1 *A gas distributor shall establish a process for disconnection and reconnection that specifies timing and means of notification consistent with this Rule. In developing physical and business practices for reconnection, a gas distributor shall consider safety and reliability as primary requirements. A gas distributor shall document its business process for disconnection in respect of residential consumers in its Customer Service Policy.*
- 9.6.2 *A gas distributor that intends to disconnect, pursuant to section 59 of the Public Utilities Act, R.S.O. 1990, c. P.52, the property of a residential consumer for non-*

payment shall send or deliver a disconnection notice to the consumer that contains, at a minimum, the following information:

- (a) the date on which the disconnection notice was printed by the gas distributor;
- (b) the earliest and latest dates on which disconnection may occur, in accordance with sections 9.6.12 and 9.6.7;
- (c) the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
- (d) the amount of any approved service charge(s) that may apply to reconnect service following disconnection, and the circumstances in which each of these charges is payable;
- (e) the forms of payment that the consumer may use to pay all amounts that are identified as overdue in the disconnection notice, which must at least include payment by credit card issued by a financial institution as described in section 9.6.16 and any other method of payment that the gas distributor ordinarily accepts and which can be verified within the time period remaining before disconnection;
- (f) the time period during which any given form of payment listed under paragraph (e) will be accepted by the gas distributor;
- (g) that, in order to avoid disconnection if the gas distributor attends at the consumer's property to execute the disconnection, a consumer will only be able to pay by credit card issued by a financial institution, unless the gas distributor, in its discretion, will accept other forms of payment at that time and sets out the other forms of payment in the disconnection notice;
- (h) that a disconnection may take place whether or not the consumer is at the premises (provided, however, that this information need not be included if the gas distributor does not in fact disconnect service when the consumer is not at the premises);
- (i) that a Vital Services By-Law may exist in the consumer's community and that the consumer should contact their local municipality for more information (provided, however, that this information need not be included if in fact such a by-law does not exist);
- (j) that a Board-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential consumers, along with contact information for the gas distributor where the consumer can obtain further information;
- (k) that the following additional assistance may be available to an eligible low-income customer, along with contact information for the gas distributor where the customer can obtain further information about the additional assistance:
 - (i) a Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and
 - (ii) Emergency Financial Assistance; and

- (l) any additional option(s) that the gas distributor chooses, in its discretion, to offer to the consumer to avoid disconnection and the deadline for the consumer to avail himself or herself of such option(s).

- 9.6.3 A gas distributor that sends or delivers to a consumer a disconnection notice for non-payment shall not include that notice in the same envelope as a bill or any other documentation emanating from the gas distributor.
- 9.6.4 A gas distributor shall, at the request of a residential consumer, send a copy of any disconnection notice issued to the consumer for non-payment to a third party designated by the consumer for that purpose provided that the request is made no later than the last day of the applicable minimum notice period set out in section 9.6.12. In such a case:
 - (a) the gas distributor shall notify the third party that the third party is not, unless otherwise agreed with the gas distributor, responsible for the payment of any charges for the provision of gas service in relation to the consumer's property; and
 - (b) the rules set out in sections 9.3.4 and 9.3.10 shall apply, with such modifications as the context may require, for the purposes of determining the date of receipt of the disconnection notice by the third party.
- 9.6.5 A residential consumer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and the gas distributor shall send notice of disconnection to such third party.
- 9.6.6 A gas distributor shall accept electronic mail (e-mail) or telephone communications from the consumer for purposes of section 9.6.5.
- 9.6.7 A disconnection notice issued for non-payment shall expire on the date that is 14 days from the last day of the applicable minimum notice period referred to in section 9.6.12, determined in accordance with the rules set out in section 9.3.10. A gas distributor may not thereafter disconnect the property of the consumer for non-payment unless the gas distributor issues a new disconnection notice in accordance with section 9.6.2.
- 9.6.8 A gas distributor shall make reasonable efforts to contact, in person or by telephone, a residential consumer to whom the gas distributor has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, the gas distributor shall:
 - (a) advise the consumer of the scheduled date for disconnection;
 - (b) if applicable, advise the consumer that a disconnection may take place whether or not the consumer is at the premises;
 - (c) advise that the consumer has the option to pay amounts owing by credit card issued by a financial institution, in addition to other forms of payment that the gas distributor will accept at that time and which can be verified within the time period remaining before disconnection; and advise during what hours such payments may be made;
 - (d) advise the consumer that, if the gas distributor attends at the consumer's property to execute the disconnection, the consumer will only be able to pay by credit card issued by a financial institution,

unless the gas distributor, in its discretion, will accept other forms of payment at that time;

- (e) *advise the consumer that a Board-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential consumers; the gas distributor must be prepared to enter into an arrears payment agreement at that time if the consumer is eligible under section 9.5;*
- (f) *advise that the following additional assistance may be available to an eligible low-income customer, along with contact information for the gas distributor where the customer can obtain further information about the additional assistance:*
 - (i) *a Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and*
 - (ii) *Emergency Financial Assistance; and*
- (g) *advise the consumer of any additional option(s) that the gas distributor, in its discretion, wishes to offer to the consumer to avoid disconnection.*

9.6.9 *Where a gas distributor issues a disconnection notice for non-payment in respect of the disconnection of a multi-unit, master-metered building, the gas distributor shall post a copy of the disconnection notice in a conspicuous place on or in the building promptly after issuance of the notice.*

9.6.10 *A gas distributor shall suspend any disconnection action for a period of 21 days from the date of notification by a LEAP Intake Agency that it is assessing a residential consumer for the purposes of determining whether the consumer is eligible to receive such assistance, provided such notification is made within 14 days from the date on which the disconnection notice is received by the consumer. Where a residential consumer had requested prior to the issuance of the disconnection notice that the gas distributor also provide a copy of any disconnection notice to a third party, the gas distributor shall suspend any disconnection action for a period of 21 days from the date of notification by the third party that he, she or it is attempting to arrange assistance with the bill payment, provided such notification is made within 14 days from the date on which the disconnection notice is received by the consumer.*

9.6.11 *Despite section 9.6.10, upon notification by a LEAP Intake Agency that a consumer is not eligible to receive such assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, the gas distributor may continue its disconnection process. Gas distributors will have up to 14 days to act on the previous disconnection notice and must make a further reasonable effort to contact the consumer in accordance with section 9.6.8 prior to executing disconnection.*

9.6.12 *A gas distributor shall not disconnect a consumer for non-payment until the following minimum notice periods have elapsed:*

- (a) *60 days from the date on which the disconnection notice is received by the consumer, in the case of a residential consumer that has provided the gas distributor with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the consumer or on the physical health of the consumer's spouse, dependent family member*

or other person that regularly resides with the consumer; or

- (b) *14 days from the date on which the disconnection notice is received, in all other cases.*

9.6.13 *For the purposes of section 9.6.12:*

- (a) *where a disconnection notice is sent by mail, the disconnection notice shall be deemed to have been received by the consumer on the fifth calendar day after the date on which the notice was printed by the gas distributor;*
- (b) *where a disconnection notice is delivered by personal service, the disconnection notice shall be deemed to have been received by the consumer on the date of delivery;*
- (c) *where a disconnection notice is delivered by being posted on the consumer's property, the disconnection notice shall be deemed to have been received by the consumer on the date of such posting;*
- (d) *"spouse" has the meaning given to it in section 29 of the Family Law Act, R.S.O. 1990, c. F.3;*
- (e) *"dependent family member" means a "dependant" as defined in section 29 of the Family Law Act, R.S.O. 1990, c. F.3, and also includes a grandparent who, based on need, is financially dependent on the consumer; and*
- (f) *the gas distributor shall apply the rules relating to the computation of time set out in section 9.3.10.*

9.6.14 *At least seven days before issuing a disconnection notice for non-payment, a gas distributor shall deliver an account overdue notice to the consumer by the consumer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the gas distributor.*

9.6.15 *A gas distributor may disconnect without notice in accordance with a court order or for emergency, safety or system reliability reasons.*

9.6.16 *Where a gas distributor has issued a disconnection notice to a residential consumer for non-payment, the gas distributor shall ensure it has the facilities or staff available to permit the consumer to pay all amounts that are then overdue for payment by credit card issued by a financial institution. Subject to section 9.6.17, this payment option must be offered during the regular business hours of the gas distributor, from the time the disconnection notice is delivered to a residential consumer until the time the gas distributor's staff attends at the consumer's premises to execute the disconnection.*

9.6.17 *Where a gas distributor attends at a residential consumer's property to execute a disconnection, whether during or after the gas distributor's regular business hours, the gas distributor shall ensure it has the facilities or staff available at that time to permit the consumer to pay all amounts that are then overdue for payment by credit card issued by a financial institution. The gas distributor may, in its discretion, also accept other forms of payment at the time of disconnection.*

9.6.18 *Where a gas distributor was unsuccessful in its attempt to contact a residential consumer 48 hours before the planned disconnection as required under section 9.6.8, and the gas distributor intends to execute the disconnection by attendance at the consumer's premises,*

the gas distributor shall make a reasonable attempt to communicate with the consumer, with due regard for the safety and security of the gas distributor's personnel, if the consumer is at the property, to advise that disconnection will be executed and that payment may be made by credit card issued by a financial institution.

9.6.19 *A gas distributor shall not disconnect a consumer for non-payment on a day the gas distributor is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.*

9.6.20 *The physical process by which a gas distributor disconnects or reconnects shall reflect good utility practice and consider safety as a primary requirement.*

9.6.21 *Despite section 59 of the Public Utilities Act, R.S.O. 1990, c. P.52, a gas distributor shall not apply any charges for disconnecting a consumer for non-payment.*

9.6.22 *A gas distributor may recover from the consumer responsible for the disconnection reasonable costs for repairs of the gas distributor's physical assets attached to the property in reconnecting the property.*

9.6.23 *A gas distributor may recover from a consumer requesting a reconnection any Board approved reconnection charges. The reconnection charges shall be applied only after reconnection has occurred. If a residential consumer is unable to pay the reconnection charges, the gas distributor shall offer reasonable payment arrangements. The gas distributor shall waive the reconnection charges for an eligible low-income customer.*

9.7 Winter Disconnection and Reconnection

9.7.1 *Subject to section 9.7.3, a gas distributor shall not, during a Disconnection Ban Period:*

- (a) *disconnect an occupied residential property solely on the grounds of non-payment; or*
- (b) *issue a disconnection notice in respect of an occupied residential property solely on the grounds of non-payment, provided, however, that the gas distributor may issue a disconnection notice that complies with section 9.6 of this Rule in the last month of the Disconnection Ban Period in respect of a disconnection to take place after the end of the Disconnection Ban Period.*

Nothing in this section shall preclude the gas distributor from disconnecting an occupied residential property during a Disconnection Ban Period in accordance with all applicable regulatory requirements, including the required disconnection notice, if at the unsolicited request of the consumer given in writing for that Disconnection Ban Period.

9.7.2 *Subject to section 9.7.3, a gas distributor shall ensure that any residential property that had been disconnected solely on the grounds of non-payment is, if an occupied residential property, reconnected by December 1st. Nothing in this section shall require the gas distributor to reconnect an occupied residential property in respect of a Disconnection Ban Period if the consumer gives unsolicited notice to the gas distributor not to do so in writing for that Disconnection Ban Period and has not rescinded that notice.*

9.7.3 *Nothing in sections 9.7.1 or 9.7.2 shall:*

- (a) *prevent the gas distributor from taking such action in respect of an occupied residential property as may be required to comply with any applicable*

and generally accepted safety requirements or standards; or

- (b) *require the gas distributor to act in a manner contrary to any applicable and generally accepted safety requirements or standards.*

9.7.4 *For the purposes of sections 9.7.1 to 9.7.3:*

"Disconnection Ban Period" means the period commencing at 12:00 am on November 15th in one year and ending at 11:59 pm on April 30th in the following year;

"occupied residential property" means an account with a gas distributor that is:

- (a) *inhabited by a residential consumer; or*
- (b) *in an uninhabited condition as a result of the property having been disconnected by the gas distributor outside of a Disconnection Ban Period.*

9.7.5 *Sections 9.7.1 to 9.7.4 apply despite any other provision of this Rule to the contrary.*

9. *Effective July 1, 2019, the Gas Distribution Access Rule is amended by adding the following new section 10:*

10 CONSUMER COMPLAINT RESPONSE PROCESS

10.1 General

10.1.1 *This section 10 applies only to rate-regulated gas distributors.*

10.2 Definitions

10.2.1 *In this section 10:*

"complaint" means an allegation by a consumer of a breach of an enforceable provision by a gas distributor;

"Consumer Complaint Response Process" means the requirements set out in this section 10;

"enforceable provision" has the meaning given to it in section 3 of the Act; and

"OEB E-Portal" means the Board's electronic communication tool used to communicate with a gas distributor for the purposes of the Consumer Complaint Response Process.

10.3 Complaint Response

10.3.1 *After a consumer directly contacts the gas distributor and makes a complaint, if the complaint is not addressed within 10 business days, the gas distributor shall inform the consumer that the consumer can contact the Board at any time, and shall at the same time provide the consumer with either the Board's designated toll-free telephone number or local telephone number (as requested by the consumer), and the website address designated by the Board for that purpose.*

10.3.2 *A gas distributor shall, within five business days of the coming into force of this section, provide the Board with an e-mail address for the purposes of the Consumer Complaint Response Process. The gas distributor shall ensure that the e-mail address is monitored at all times during the gas distributor's regular business hours.*

10.3.3 *A gas distributor shall, within five business days of the coming into force of this section, provide the Board with*

the name, title, direct telephone number, direct e-mail address, and mailing address of:

- (a) the person designated by the gas distributor as the gas distributor's contact person for purposes of the Consumer Complaint Response Process; and
- (b) the person that the person in paragraph (a) reports to.

10.3.4 *If any of the information required under sections 10.3.2 or 10.3.3 changes, the gas distributor shall provide the Board with updated information as soon as possible upon becoming aware of the change and in any event no later than five business days of the change taking effect.*

10.3.5 *Where a non-complaint issue from a consumer is forwarded to a gas distributor through the OEB E-Portal, the gas distributor shall respond directly to the consumer, in a timely manner. In such a case, the gas distributor is not required to follow the process set out in sections 10.3.6 to 10.3.9.*

10.3.6 *Where a complaint is forwarded to a gas distributor through the OEB E-Portal, the gas distributor shall provide, through the OEB E-Portal, a response to the complaint that meets the requirements of section 10.3.7 within:*

- (a) *two business days of the date of receipt of the complaint, where the complaint relates to any other matter that the Board has, when forwarding the complaint, designated as having an undue adverse impact on the consumer or consumers more generally (where applicable); or*
- (b) *10 business days of receipt of the complaint in all other cases*

10.3.7 *The gas distributor's response referred to in section 10.3.6 must include the following:*

- (a) *all pertinent information regarding the complaint, including any relevant background information;*
- (b) *the steps taken by the gas distributor to investigate the complaint;*
- (c) *the steps taken by the gas distributor to resolve the complaint;*
- (d) *any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;*
- (e) *if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;*
- (f) *if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and*
- (g) *a copy of all relevant documents and communications between the consumer and the gas distributor in relation to the complaint.*

10.3.8 *Within five business days of being requested to do so, a gas distributor shall provide, through the OEB E-Portal, such additional information beyond the information required by section 10.3.7 regarding the gas distributor's handling of a complaint as may reasonably be required by the Board in order to review and assess the matter.*

10.3.9 *Where section 10.3.7(f) applies and the steps for implementing the resolution were not all completed at the time the gas distributor provides its response under section 10.3.6, the gas distributor shall confirm through the OEB E-Portal once the resolution has been completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.*

10.3.10 *For the purposes of the Consumer Complaint Response Process, where there is a reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens.*

(152-G148)

Notice of Amendment to a Code March 14, 2019

Amendments to the Standard Supply Service Code (SSSC)

Note: The text of the amendments is set out in italics below, for ease of identification only.

1. Effective March 14, 2019, section 1.2.1 of the SSSC is amended by replacing the definition of "business day" with the following:

"business day" means any day other than a Saturday or a holiday;

and by adding the following definition immediately after the definition of "first term commencement date"

"holiday" means a holiday described in section 88 of the Legislation Act, 2006, S.O. 2006, c. 21, Sched. F as well as the August Civic Holiday;

2. Effective March 1, 2020, section 2.6.2 of the SSSC is replaced with the following:

2.6.2 *A distributor shall offer to all non-seasonal residential customers and general service < 50kW customers receiving standard supply an equal monthly payment plan option.*

The above equal monthly payment plan option shall meet the following minimum requirements:

- (a) *a distributor may only refuse to provide an equal monthly payment plan option to a non-seasonal residential customer that is in arrears on payment to the distributor for electricity charges, as defined in the Distribution System Code, and that has not entered into an arrears payment agreement with the distributor;*
- (b) *a distributor may only refuse to provide an equal monthly payment plan option to a general service < 50kW customer that:*
 - (i) *has fewer than 12 months' billing history;*
 - (ii) *is in arrears on payment to the distributor for electricity charges, as defined in the Distribution System Code, or whose participation in the equal monthly payment plan in the past 12 months was cancelled due to non-payment; or*
 - (iii) *has a consumption pattern that is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of accuracy;*

- (c) *a distributor shall communicate the availability of an equal monthly payment plan to eligible customers at least twice in each 12 month period through the customer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the distributor;*
 - (d) *a distributor shall offer to a residential customer requesting an equal monthly payment plan a pre-authorized automatic monthly payment option whereby amounts due each month are automatically withdrawn from the customer's account with a financial institution;*
 - (e) *a distributor may cancel the equal monthly payment plan if the customer misses more than one monthly payment under the equal monthly payment plan within an equal payment year;*
 - (f) *subject to paragraph 2.6.2(g), the equal monthly payment plan shall provide for annual reconciliation of the plan as follows:*
 - (i) *while a customer may join an equal monthly payment plan at any time during the calendar year, the distributor is only required to reconcile all of its equal monthly payment plans once during the calendar year and not on the 12th month anniversary since each individual customer joined the plan;*
 - (ii) *in the first year of an equal monthly payment plan and where the customer has been on the plan for less than 12 months, the customer may receive a reconciliation earlier than the 12th month anniversary, as a result of subparagraph i);*
 - (iii) *while a distributor is only required to reconcile equal monthly payment plans on an annual basis, a distributor shall review its equal monthly payment plans quarterly or semi-annually and adjust the equal monthly payment amounts in the event of material changes in a customer's electricity consumption or a customer's electricity charges as defined in section 2.6.2A(a);*
 - (iv) *despite subparagraph iii), a distributor may adjust the equal monthly payment amounts at any time in the event of material changes in a customer's electricity consumption or a customer's electricity charges as defined in section 2.6.2A(a) or for any other reason with the customer's consent;*
 - (v) *where the annual reconciliation demonstrates that funds are owing to the customer in an amount that is less than the customer's average monthly billing amount, the distributor shall credit the amount to the customer's account;*
 - (vi) *where the annual reconciliation demonstrates that funds are owing to the customer in an amount that is equal to or exceeds the customer's average monthly billing amount, the distributor shall credit the amount to the customer's account and advise the customer that the customer may contact the distributor within 10 days of the date of the bill to request a refund of the overpayment by cheque instead and the distributor shall make payment within 11 days of the customer's request;*
 - (vii) *where the annual reconciliation demonstrates that funds are owing by the customer in an amount that is less than the customer's average monthly billing amount, the distributor may collect the full amount owed by a corresponding charge on the bill issued to the customer in the 12th month of the equal monthly payment plan; and*
 - (viii) *where the annual reconciliation demonstrates that funds are owing by the customer in an amount that is equal to or exceeds the customer's average monthly billing, the distributor shall roll over the balance due to the following year's equal monthly payment plan and recover the balance over the first 11 months of the following year's equal monthly billing plan; and*
 - (g) *where a customer leaves the equal monthly payment plan for any reason, the distributor shall conduct a reconciliation and shall include any funds owing by or to the customer as a charge or credit on the next regularly scheduled bill issued to the customer.*
3. Effective March 1, 2020, section 2.6.2A of the SSSC is replaced with the following:
- 2.6.2A *For the purposes of section 2.6.2:*
- (a) *A customer's average monthly billing amount shall be calculated by taking the aggregate of the total electricity charges billed to the customer in the preceding 12 months, and dividing that value by 12. If the customer has been receiving service from the distributor for less than 12 months, the customer's average monthly billing amount shall be based on a reasonable estimate made by the distributor. For the purposes of this section, "electricity charges" has the same meaning as in section 2.6.6.3 of the Distribution System Code.*
 - (b) *Despite paragraph (a), the distributor may adjust the average monthly billing amount calculated under that paragraph upward or downward if, in the distributor's reasonable opinion (based on, for example, a Board-approved rate change, or an estimate provided by the consumer), the amount calculated is likely to be materially different than the consumer's actual average monthly billing amount over the next 12 months.*
 - (c) *The equalized monthly payment amount shall include all "electricity charges" as defined in section 2.6.6.3 of the Distribution System Code.*
4. Effective March 1, 2020, sections 2.6.2B and 2.6.2C of the SSSC are revoked.
- (152-G149)

**Notice of Amendment to a Code
March 14, 2019**

Amendments to the Distribution System Code (DSC)

Note: The text of the amendments is set out in italics below, for ease of identification only.

1. Effective March 14, 2019, section 1.2 of the DSC is amended by deleting the definition of "business day" and replacing it with the following:
- "business day" means any day other than a Saturday or a holiday;*

2. Effective March 14, 2019, section 1.2 of the DSC is amended by adding the following definition after the definition of “expansion”:

“Family Law Act” means the Family Law Act, R.S.O. 1990, c. F.3;
3. Effective March 14, 2019, section 1.2 of the DSC is amended by deleting the definition of “holiday” and replacing it with the following:

“holiday” means a holiday described in section 88 of the Legislation Act, 2006, S.O. 2006, c. 21, Sched. F as well as the August Civic Holiday;
4. Effective March 14, 2019, section 2.4.3 of the DSC is revoked.
5. Effective March 1, 2020, section 2.4.6 of the DSC is amended by adding the following bullet point at the end of the bullet point list:
 - *The distributor’s late payment policy, including the date from which any Board-approved late payment charges apply.*
6. Effective March 1, 2020, section 2.4.9 of the DSC is amended by replacing the words “5 years” with “3 years”.
7. Effective March 1, 2020, the following new sections 2.4.9A to 2.4.9C are added to the DSC immediately after section 2.4.9:

2.4.9A *Before requiring a security deposit under section 2.4.9 from a residential customer who has not been served by the distributor in the previous 24 months, a distributor shall offer the customer the option of enrolling in an equal monthly payment plan in accordance with the Standard Supply System Code, a pre-authorized payment plan, or both, and where the customer elects to enroll, no security deposit shall be required.*

2.4.9B *Despite section 2.4.9A, a distributor may require a security deposit from the customer if within 12 months of enrollment in an equal monthly payment plan, a pre-authorized payment plan, or both,*

 - (a) *the customer terminates the plan;*
 - (b) *the customer receives more than one disconnection notice from the distributor;*
 - (c) *more than one payment by the customer has been returned for insufficient funds;*
 - (d) *a disconnect / collect trip has occurred; or*
 - (e) *in the case of an equal monthly payment plan, the plan has been cancelled due to non-payment by the distributor in accordance with the Standard Supply Service Code.*

2.4.9C *Section 2.4.9B does not apply if any of the events listed in paragraphs (b) to (e) of that section occurred due to an error by the distributor.*
8. Effective March 1, 2020, section 2.4.12 of the DSC is amended by replacing the first sentence with the following: *The maximum amount of a security deposit which a distributor may require a customer to pay shall be calculated by multiplying the distributor’s billing cycle factor and the customer’s estimated bill (which shall be based on the customer’s average monthly load with the distributor during the most recent 12 consecutive months within the past two years).*
9. Effective March 14, 2019, section 2.4.19 of the DSC is amended by replacing the words “the Bank Act, 1991, c.46” with: the Bank Act, S.C. 1991, c. 46.
10. Effective March 1, 2020, section 2.4.23 of the DSC is amended by replacing the opening words, before “to determine...”, with: *A distributor shall respond promptly to a customer who, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that the distributor undertake a review.*
11. Effective March 14, 2019, section 2.4.23C of the DSC is amended by adding the word “a” between the words “requests” and “refund”.
12. Effective March 14, 2019, section 2.4.24 of the DSC is revoked.
13. Effective March 14, 2019, section 2.4.26 of the DSC is deleted and replaced with the following: *Within six weeks of the closure of a customer’s account, a distributor shall return any security deposit received from the customer, subject to the distributor’s right to use the security deposit to set off other amounts owing by the customer to the distributor.*
14. Effective March 1, 2020, section 2.6.3 of the DSC is amended by replacing the words “16 days” with “20 days”.
15. Effective March 14, 2019, section 2.6.6 of the DSC is amended by deleting the word “charges” the second time it appears.
16. Effective March 14, 2019, section 2.6.6.1 of the DSC is revoked.
17. Effective March 14, 2019, section 2.6.6.2A of the DSC is amended by deleting the words “or 2.6.6.1”.
18. Effective March 14, 2019, section 2.6.6.2B of the DSC is amended by replacing the opening words, before “to cover electricity charges...” with “Where payment on account of a bill referred to in section 2.6.6 is not sufficient”.
19. Effective March 1, 2020, the following new section 2.6.6.2C is added immediately after section 2.6.6.2B of the DSC:

2.6.6.2C *Despite sections 2.6.6 and 2.6.6.2B, where a customer requests that a payment be allocated in a manner other than that specified in those sections, the distributor may, but is not required to, allocate the payment in the manner requested.*
20. Effective March 14, 2019, section 2.6.6.3(a) of the DSC is amended by adding the word “and” immediately before the words “Regulatory Charges”, and by deleting the words “and ‘Debt Retirement Charge’” immediately after the words “Regulatory Charges”.
21. Effective March 14, 2019, section 2.6.7 of the DSC is amended by deleting the words, “For the purposes of this section, a ‘business day’ is any day other than a Saturday or a holiday as defined in section 88 of the Legislation Act, 2006.”
22. Effective March 1, 2020, section 2.7.1 of the DSC is deleted and replaced with the following:

2.7.1 *A distributor shall make available to any residential or general service < 50 kW customer who is unable to pay their outstanding electricity charges, as defined in section 2.6.6.3, the opportunity to enter into an arrears payment agreement with the distributor. In respect of residential customers, the arrears payment agreement shall include, at a minimum, the terms and conditions specified in sections 2.7.1.1 to 2.7.5 inclusive and 2.7.6A. In respect of general service < 50 kW customers, an arrears payment agreement need not include those terms and conditions, but shall be offered on reasonable terms.*
23. Effective March 1, 2020, section 2.7.1.1 of the DSC is amended by adding the words “with a residential customer” after the word “agreement”.
24. Effective July 1, 2019, section 2.7.6 of the DSC is revoked.

25. Effective March 1, 2020, section 2.7.6A of the DSC is amended by replacing the words “an eligible low-income customer” with “a residential customer”.
26. Effective March 1, 2020, section 2.7.8 of the DSC is replaced with the following:
- 2.7.8 *In the event a customer failed to perform their obligations under a previous arrears payment agreement and the distributor terminated the agreement pursuant to section 2.7.4 (in the case of a residential customer) or otherwise (in the case of general service < 50 kW customer), the distributor may require that the customer wait 1 year after termination of the previous agreement before entering into another arrears payment agreement with the distributor.*
27. Effective March 14, 2019, section 2.8.2 of the DSC is amended by replacing the words “section 2.8.11.1” with “2.8.1.1”.
28. Effective March 1, 2020, section 4.2.1 of the DSC is amended by adding the words “and this Code” after “the Electricity Act”.
29. Effective July 1, 2019, section 4.2.2 of the DSC is amended by replacing the words “if disconnection occurs” in paragraph (d) with “to reconnect service following disconnection”.
30. Effective March 1, 2020, section 4.2.2 of the DSC is amended by replacing the words “section 4.2.4” with “section 4.2.5”.
31. Effective March 14, 2019, section 4.2.2 of the DSC is amended by deleting the words “where applicable” from paragraph (i) and adding the following after the word “premises”: “(provided, however, that this information need not be included if the distributor does not in fact disconnect service without attendance at the customer’s premises).”
32. Effective March 14, 2019, section 4.2.2 of the DSC is amended by adding the following to paragraph (j), after the word “information”: “(provided, however, that this information need not be included if in fact such a by-law does not exist).”
33. Effective March 14, 2019, section 4.2.2 of the DSC is amended by adding the following to paragraph (k2), after the word “disconnection”: “(provided, however, that this information need not be included if the distributor does not in fact make use of load control devices).”
34. Effective March 1, 2020, section 4.2.2.3 of the DSC is amended by replacing the words “11 days” with “14 days”.
35. Effective March 1, 2020, section 4.2.2.6 of the DSC is amended by replacing the words “10 days”, wherever they appear, with “14 days”.
36. Effective March 1, 2020, section 4.2.2.7 of the DSC is amended by replacing the words “11 days” with “14 days”.
37. Effective March 1, 2020, section 4.2.3 of the DSC is amended by replacing the words “10 days” with “14 days”.
38. Effective March 1, 2020, section 4.2.3.1 of the DSC is amended by replacing the words “third business day” with “fifth calendar day”.
39. Effective March 14, 2019, section 4.2.3.1 of the DSC is amended by replacing the words “a ‘dependent’” with “a ‘dependant’” in paragraph (e).
40. Effective March 1, 2020, the following new section 4.2.4A is added to the DSC after section 4.2.4:
- 4.2.4A *At least seven days before issuing a disconnection notice for non-payment, a distributor shall deliver an account overdue notice to the customer by the customer’s preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the distributor.*
41. Effective March 1, 2020, section 4.2.5 of the DSC is amended by adding the following paragraph (d) after paragraph (c):
- (d) *A distributor shall not disconnect a customer for non-payment on a day the distributor is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.*
42. Effective July 1, 2019, the following new section 4.2.5.1A is added to the DSC after section 4.2.5.1:
- 4.2.5.1A *A distributor shall not apply any charges for disconnecting a customer for non-payment.*
43. Effective July 1, 2019, section 4.2.5.2 of the DSC is amended by deleting the first sentence.
44. Effective July 1, 2019, section 4.2.5.3 of the DSC is amended by adding the following after the first sentence:
- The reconnection charges shall be applied only after reconnection has occurred. If a residential customer is unable to pay the reconnection charges, the distributor shall offer reasonable payment arrangements. The distributor shall waive the reconnection charges for an eligible low-income customer.*
45. Effective March 1, 2020, the following new section 4.8 is added after section 4.7 of the DSC:
- 4.8 Winter Disconnection, Reconnection and Load Control Devices**
- 4.8.1 *Subject to section 4.8.4, a distributor shall not, during a Disconnection Ban Period:*
- (a) *disconnect an occupied residential property solely on the grounds of non-payment;*
- (b) *issue a disconnection notice in respect of an occupied residential property solely on the grounds of non-payment, provided, however, that the distributor may issue a disconnection notice that complies with section 4.2 of this Code in the last month of the Disconnection Ban Period in respect of a disconnection to take place after the end of the Disconnection Ban Period; or*
- (c) *install a load control device in respect of an occupied residential property solely on the grounds of non-payment.*
- Nothing in this section shall preclude the distributor from (i) disconnecting an occupied residential property during a Disconnection Ban Period in accordance with all applicable regulatory requirements, including the required disconnection notice, or (ii) installing a load control device in respect of an occupied residential property during a Disconnection Ban Period, in each case if at the unsolicited request of the customer given in writing for that Disconnection Ban Period.*
- 4.8.2 *Subject to section 4.8.4, a distributor shall ensure that any residential property that had been disconnected solely on the grounds of non-payment is, if an occupied residential property, reconnected by December 1st. The distributor shall waive any reconnection charge that might otherwise apply in respect of that reconnection. Nothing in this section shall require the distributor to reconnect an occupied residential property in respect of a Disconnection Ban Period if the customer gives unsolicited notice to the Licensee not to do so in writing for that Disconnection Ban Period and has not rescinded that notice.*

- 4.8.3 Subject to section 4.8.4, a distributor shall ensure that any load control device installed in respect of an occupied residential property either for non-payment or at the customer's request is removed and full service is restored to the property by December 1st. Nothing in this section shall (i) require the distributor to remove a load control device in respect of a Disconnection Ban Period if the customer gives unsolicited notice to the distributor not to do so in writing for that Disconnection Ban Period and has not rescinded that notice; or (ii) prevent the distributor from installing or maintaining a load control device if the customer makes an unsolicited request in writing for the Licensee to do so for that Disconnection Ban Period and has not rescinded that request.
- 4.8.4 Nothing in sections 4.8.1 to 4.8.3 shall:
- (a) prevent the distributor from taking such action in respect of an occupied residential property as may be required to comply with any applicable and generally accepted safety requirements or standards; or
 - (b) require the distributor to act in a manner contrary to any applicable and generally accepted safety requirements or standards.
- 4.8.5 For the purposes of sections 4.8.1 to 4.8.4:
- “Disconnection Ban Period” means the period commencing at 12:00 am on November 15th in one year and ending at 11:59 pm on April 30th in the following year;
- “occupied residential property” means an account with a distributor:
- (a) that falls within a residential rate classification as specified in the distributor's rate order; and
 - (b) that is:
 - (i) inhabited; or
 - (ii) in an uninhabited condition as a result of the property having been disconnected by the distributor or of a load control device having been installed in respect of the property outside of a Disconnection Ban Period.
- 4.8.6 Sections 4.8.1 to 4.8.5 apply despite any other provision of the Distribution System Code to the contrary.
46. Effective March 14, 2019, sections 9.6 and 9.7 of the DSC are revoked.
47. Effective July 1, 2019, the following new section 10 is added after section 9 of the DSC:
- 10 **Consumer Complaint Response Process**
- 10.1 **Definitions**
- 10.1.1 In this section 10:
- “complaint” means an allegation by a consumer of a breach of an enforceable provision by a distributor;
- “Consumer Complaint Response Process” means the requirements set out in this section 10;
- “enforceable provision” has the meaning given to it in section 3 of the Ontario Energy Board Act; and
- “OEB E-Portal” means the Board's electronic communication tool used to communicate with a distributor for the purposes of the Consumer Complaint Response Process.
- 10.2 **Complaint Response**
- 10.2.1 After a consumer directly contacts a distributor and makes a complaint, if the complaint is not addressed within 10 business days, the distributor shall inform the consumer that the consumer can contact the Board at any time, and shall at the same time provide the consumer with the Board's designated toll-free telephone number or local telephone number (as requested by the consumer), and the website address designated by the Board for that purpose.
- 10.2.2 A distributor shall, within five business days of the coming into force of this section, provide the Board with an e-mail address for the purposes of the Consumer Complaint Response Process. The distributor shall ensure that the e-mail address is monitored at all times during the distributor's regular business hours.
- 10.2.3 A distributor shall, within five business days of the coming into force of this section, provide the Board with the name, title, direct telephone number, direct e-mail address, and mailing address of:
- (a) the person designated by the distributor as the distributor's contact person for purposes of the Consumer Complaint Response Process; and
 - (b) the person that the person in paragraph (a) reports to.
- 10.2.4 If any of the information required under sections 10.2.2 or 10.2.3 changes, the distributor shall provide the Board with updated information as soon as possible upon becoming aware of the change and in any event no later than five business days of the change taking effect.
- 10.2.5 Where a non-complaint issue from a consumer is forwarded to a distributor through the OEB E-Portal, the distributor shall respond directly to the customer, in a timely manner. In such a case the distributor is not required to follow the process set out in sections 10.2.6 to 10.2.9.
- 10.2.6 Where a complaint is forwarded to a distributor through the OEB E-Portal, the distributor shall provide, through the OEB E-Portal, a response to the complaint that meets the requirements of section 10.2.7 within:
- (a) two business days of the date of receipt of the complaint, where the complaint relates to the disconnection of a consumer's property or is otherwise identified as urgent by the Board when forwarding the complaint to the distributor; or
 - (b) 10 business days of receipt of the complaint in all other cases.
- 10.2.7 The distributor's response referred to in section 10.2.6 must include the following:
- (a) all pertinent information regarding the complaint, including any relevant background information;
 - (b) the steps taken by the distributor to investigate the complaint;
 - (c) the steps taken by the distributor to resolve the complaint;
 - (d) any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;

- (e) *if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;*
- (f) *if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and*
- (g) *a copy of all relevant documents and communications between the consumer and the distributor in relation to the complaint.*

10.2.8 *Within five business days of being requested to do so, a distributor shall provide, through the OEB E-Portal, such additional information beyond the information required by section 10.2.7 regarding the distributor's handling of a complaint as may be required by the Board in order to review and assess the matter.*

10.2.9 *Where section 10.2.7(f) applies and the steps for implementing the resolution were not all completed at the time the distributor provides its response under section 10.7, the distributor shall confirm through the OEB E-Portal once the full resolution is completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.*

10.2.10 *For the purposes of the Consumer Complaint Response Process, where there is a reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens.*

(152-G150)

Applications to Provincial Parliament — Private Bills Demandes au Parlement provincial — Projets de loi d'intérêt privé

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Procedural Services Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2
Telephone: 416-325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

TODD DECKER
Clerk of the Legislative Assembly.

(8699) T.F.N

Applications to Provincial Parliament Demandes au Parlement provincial

NOTICE IS HEREBY GIVEN that on behalf of Douglas Wittman application will be made to the Legislative Assembly of the Province of Ontario for an Act to revive 2345260 Ontario Ltd.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at Oakville, this 1st day of March 2019

S. DAVID BAZAR, CPA, CA
Accountant for the Applicant
Bazar McBean LLP
Chartered Professional Accountants
440 Inglehart St N
Oakville Ontario L6J 3J6
Tel. 905-338-0330 x 280

(152-P052) 11, 12, 13 and 14

NOTICE

THE UNITED CHURCH OF CANADA

NOTICE IS HEREBY GIVEN that on behalf of The United Church of Canada application will be made to the Legislative Assembly of the Province of Ontario for a private Act to amend *The United Church of Canada Act* so that the corporation may change its governance structure in accordance with the restructuring motion adopted by The United Church of Canada's 42nd General Council on August 14, 2015, and the results of the remit process undertaken thereafter, as confirmed by The United Church of Canada's 43rd General Council on July 22, 2018.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at Toronto, this 11th day of March, 2019.

CYNTHIA GUNN
Solicitor for the Petitioner
3250 Bloor Street West, Suite 200
Toronto, ON M8X 2Y4

(152-P060) 12, 13, 14 and 15

Sheriff's Sale of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Orangeville to me directed, against the real and personal property of **Alex Kolodziejski**, Defendant, at the suit of **Canadian Imperial Bank of Commerce**, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of **Alex Kolodziejski** in and to:

The east half of Lot 17, Concession 6 EHS except MUL12026 & MF215328; Mulmur, in the Land Titles Office of the Land Titles Division of Dufferin (No. 7), municipally known as 648226 17 Sideroad, Mulmur, ON L9V 0V3

All of which said right, title, interest and equity of redemption of **Alex Kolodziejski**, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, **Orangeville Court House, 10 Louisa Street, Orangeville, Ontario, L9W 3P9, Courtroom 201, on Tuesday, April 30, 2019, at 10:00 a.m.**

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- Deposit 10% of bid price or \$1,000.00, whichever is greater
- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable
- Ten business days from date of sale to arrange financing and pay balance in full at **Orangeville Court House, 10 Louisa Street, Orangeville, Ontario, L9W 3P9**
- All payments in cash or by certified cheque made payable to the Minister of Finance.
- Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.
- Other conditions as announced.

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

Date: 30 March 2019

Sheriff of the County of Dufferin
10 Louisa Street
Orangeville, ON L9W 3P9
(519) 941-5802 x346
Execution No: 17-0000048

(152-P062E)

EN VERTU ET CONFORMITÉ d'un bref de saisie-exécution délivré par la Cour supérieure de justice à Orangeville, concernant les biens personnels et réels de **Alex Kolodziejski**, la partie défenderesse, à la demande de **Canadian Imperial Bank of Commerce**, la partie demanderesse, j'ai saisi tous les droits, titres, intérêts et droits de rachat en equity de **Alex Kolodziejski**, relatifs à :

The east half of Lot 17, Concession 6 EHS except MUL12026 & MF215328; Mulmur, in the Land Titles Office of the Land Titles Division of Dufferin (No. 7), municipally known as 648226 17 Sideroad, Mulmur, ON L9V 0V3

Je dois mettre en vente aux enchères publiques tous lesdits droits, titres, intérêts et droits de rachat en equity de **Alex Kolodziejski**, la partie défenderesse, desdits terrains et tenements décrits ci-dessus, sous réserve des conditions énoncées ci-après au **Orangeville Court House, 10 Louisa Street, Orangeville, Ontario, L9W 3P9, Courtroom 201, on Tuesday, April 30, 2019, at 10:00 a.m.**

CONDITIONS:

L'acheteur assume l'entière responsabilité des hypothèques, des charges, des privilèges, des impôts impayés et de toute autre charge. Aucune garantie n'est donnée quant au titre du terrain ou aux motifs de la vente. Il incombe à l'acheteur éventuel de vérifier ces questions.

MODALITÉS:

- Dépôt de 10 % du prix de l'offre ou de 1 000,00 \$, selon le plus élevé des deux montants.
- À payer au moment de la vente par l'acheteur retenu.
- Le dépôt est déductible du prix d'achat.

- Le dépôt n'est pas remboursable.
- L'acheteur dispose de dix jours ouvrables à compter de la date de vente pour obtenir le financement nécessaire et payer le solde en entier à **Orangeville Court House, 10 Louisa Street, Orangeville, Ontario, L9W 3P9**
- Tous les paiements sont effectués en espèces ou par chèque certifié à l'ordre du ministre des Finances.
- Un acte formaliste unilatéral sera fourni à l'acheteur par le shérif seulement lorsque le paiement aura été effectué en entier.
- D'autres modalités pourraient s'ajouter.

CETTE VENTE PEUT ÊTRE ANNULÉE PAR LE SHÉRIF EN TOUT TEMPS ET SANS PRÉAVIS AU COURS DE LA PÉRIODE DE MISE EN VENTE.

Remarque : Aucun employé du ministère du Procureur général ne peut acheter des biens ou des biens meubles, des terrains ou des immeubles offerts en vente par un shérif dans le cadre d'une saisie judiciaire, que ce soit directement ou indirectement.

Date : 30 March 2019

Sheriff of the County of Dufferin
10 Louisa Street
Orangeville, ON L9W 3P9
(519) 941-5802 x346
Execution N° : 17-0000048

(152-P062F)

UNDER AND BY VIRTUE OF a Writ of Execution filed with the Sheriff of **THE CITY OF TORONTO**, dated **JULY 13, 2018** under writ file number **18-0003843** the real and personal property **COURTNEY SHAW**, Debtor, at the request of **ROYAL BANK OF CANADA**, Creditor(s), I have seized and taken in execution all of the right, title, interest and equity of redemption of **COURTNEY SHAW**, Debtor(s) in and to: **ALL AND SINGULAR** that certain parcel or tract of land and premises situated, being:

LT 33 PLAN 5475 S/T EB203678 ETOBICOKE, CITY OF TORONTO, municipally known as **143 TAYSHAM CRESCENT, TORONTO ONTARIO**

All of which said right, title, interest and equity of redemption **COURTNEY SHAW**, Debtor(s), in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at:

393 UNIVERSITY AVENUE, 19TH FLOOR, TORONTO, ONTARIO, 416-327-0514 on THURSDAY, MAY 2, 2019, at 11:00 a.m. (Registration from 9:30 a.m. – 10:30 a.m.)

THE SALE OF THE AFOREMENTIONED PROPERTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Vacant possession is not included in the sale of this property. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- A deposit of 10% of bid price or \$1,000.00, whichever is greater.
- Payable at time of sale by successful bidder;
- To be applied to purchase price; and
- Non-refundable – Failure of the successful bidder to comply with these terms and conditions may result in a forfeit of any deposits paid at the time of the sale or any time thereafter.
- Ten business days from date of sale to arrange financing and pay balance in full at **393 UNIVERSITY AVENUE, 19TH FLOOR, TORONTO, ONTARIO**.
- All payments to be provided in cash or by bank draft, certified cheque or money order made payable to the "Sheriff, City of Toronto".

- A Deed Poll will be provided by the Sheriff only upon satisfactory payment in full of purchase price.
- Other conditions as announced.

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF THE SATISFACTION OF THE SALE TERMS BY A SUCCESSFUL BIDDER.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, directly or indirectly.

Date: March 1, 2019

DEBBIE DYKSTRA
Sheriff
393 University Avenue, 19th Fl
Toronto, ON, M5G 1E6

(152-P063E)

EN VERTU D'UN MANDAT D'EXÉCUTION déposé auprès du shérif de la **VILLE DE TORONTO** daté du **13 JUILLET 2018** portant le numéro de mandat **18-0003843**, les biens réels et personnels de **COURTNEY SHAW**, débiteur, à la demande de **ROYAL BANK OF CANADA**, créancière, j'ai saisi et exécuté les droits, titres, intérêts et droits de rachat de **COURTNEY SHAW**, débitrice, à l'égard de : LA TOTALITÉ ET CHACUNE DES PARTIES de la parcelle ou de l'étendue de terre et des bâtiments qui la composent, portant les descriptions légales suivantes :

LT 33 PLAN 5475 S/T EB203678 ETOBICOKE, CITY OF TORONTO à l'adresse municipale suivante : **143 TAYSHAM CRESCENT, TORONTO ONTARIO**

Je procéderai à la vente desdits droits, titres, intérêts et droits de rachat de **COURTNEY SHAW**, débitrice, qui sont liés aux biens-fonds et immeubles décrits ci-dessus, dans le cadre d'une vente aux enchères sous réserve des conditions énoncées ci-dessous, au

393 AVENUE UNIVERSITY, 19e ÉTAGE, TORONTO, ONTARIO 416 327-0514, le 2 MAI 2019, à 11 h. (Inscription entre 9 h 30 – 10 h 30)

LA VENTE DES BIENS SUSMENTIONNÉS EST ASSUJETTIE AUX CONDITIONS SUIVANTES :

L'acheteur assume l'entière responsabilité de l'ensemble des hypothèques, charges, privilèges, impôts impayés et autres grèvements. Aucune déclaration n'est faite concernant le titre du bien-fonds ou toute autre question relative à l'intérêt qui sera vendu. La libre possession n'est pas incluse dans la vente du bien-fonds. Il est de la responsabilité de l'acheteur potentiel de déterminer ces questions.

CONDITIONS :

- Une avance de 10 % du prix demandé ou 1 000 \$, selon le montant le plus élevé,
- est exigible au moment de la vente par le soumissionnaire gagnant;
- à déduire du prix d'achat;
- non remboursable. Le non-respect de ces conditions par le soumissionnaire gagnant risque de conduire à la saisie de toute avance versée au moment de la vente ou par la suite.
- L'acheteur dispose de dix jours ouvrables à compter de la date de vente pour obtenir le financement nécessaire et payer le solde en entier au **393, AVENUE UNIVERSITY, 19e ÉTAGE, TORONTO, ONTARIO**.
- Tous les paiements doivent être effectués en espèces ou par traite bancaire, chèque certifié ou mandat à l'ordre du « Shérif, ville de Toronto ».
- Un acte unilatéral sera remis par le shérif après le paiement satisfaisant du prix d'achat total.
- D'autres conditions pourraient s'ajouter.

LA VENTE PEUT ÊTRE ANNULÉE PAR LE SHÉRIF SANS AUTRE PRÉAVIS TANT QUE LES CONDITIONS DE LA VENTE N'ONT PAS ÉTÉ ENTIÈREMENT SATISFAITES PAR LE SOUMISSIONNAIRE GAGNANT.

Nota : Aucun employé du ministère du Procureur général ne peut acheter, directement ou indirectement, des biens, des biens meubles, des terres ou des immeubles mis en vente par un shérif dans le cadre d'une procédure juridique.

Date : 1er mars 2019

Le shérif,
DEBBIE DYKSTRA
393, Avenue University, 19e étage,
Toronto (Ontario) M5G 1E6

(152-P063F)

UNDER AND BY VIRTUE OF a Writ of Execution filed with the Sheriff of **THE CITY OF TORONTO**, dated **MARCH 19, 2012** under writ file number **11-0012463** the real and personal property **ALEXANDER ORGILL**, Debtor, at the request of **ROYAL BANK OF CANADA**, Creditor(s), I have seized and taken in execution all of the right, title, interest and equity of redemption of **ALEXANDER ORGILL**, Debtor(s) in and to: ALL AND SINGULAR that certain parcel or tract of land and premises situated, being:

UNIT 17, LEVEL 24, YORK CONDOMINIUM PLAN NO. 51, PART BLOCK O ON PLAN M834, AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION A348854 TWP OF YORK/ NORTH YORK, CITY OF TORONTO AND ITS APPURTENANT INTEREST, municipally known as **735 DON MILLS ROAD, SUITE 2501, DON MILLS, ONTARIO**

All of which said right, title, interest and equity of redemption **ALEXANDER ORGILL**, Debtor(s), in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at:

393 UNIVERSITY AVENUE, 19TH FLOOR, TORONTO, ONTARIO, 416-327-0514 on THURSDAY, MAY 2, 2019, at 11:00 a.m. (Registration from 9:30 a.m. – 10:30 a.m.)

THE SALE OF THE AFOREMENTIONED PROPERTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Vacant possession is not included in the sale of this property. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS:

- A deposit of 10% of bid price or \$1,000.00, whichever is greater.
- Payable at time of sale by successful bidder;
- To be applied to purchase price; and
- Non-refundable – Failure of the successful bidder to comply with these terms and conditions may result in a forfeit of any deposits paid at the time of the sale or any time thereafter.
- Ten business days from date of sale to arrange financing and pay balance in full at **393 UNIVERSITY AVENUE, 19TH FLOOR, TORONTO, ONTARIO**.
- All payments to be provided in cash or by bank draft, certified cheque or money order made payable to the "Sheriff, City of Toronto".
- A Deed Poll will be provided by the Sheriff only upon satisfactory payment in full of purchase price.
- Other conditions as announced.

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF THE SATISFACTION OF THE SALE TERMS BY A SUCCESSFUL BIDDER.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, directly or indirectly.

Date: February 26, 2019

DEBBIE DYKSTRA
Sheriff
393 University Avenue, 19th Fl,
Toronto, ON, M5G 1E6

(152-P064E)

EN VERTU D'UN MANDAT D'EXÉCUTION déposé auprès du shérif de la **VILLE DE TORONTO** daté du **19 MARS 2012** portant le numéro de mandat **11-0012463**, les biens réels et personnels d'**ALEXANDER ORGILL**, débiteur, à la demande de **ROYAL BANK OF CANADA**, créancière, j'ai saisi et exécuté les droits, les titres, les intérêts et les droits de rachat d'**ALEXANDER ORGILL**, débiteur(s), à l'égard de LA TOTALITÉ ET CHACUNE DES PARTIES de la parcelle ou de l'étendue de terre et des bâtiments qui la composent, portant les descriptions légales suivantes :

UNIT 17, LEVEL 24, YORK CONDOMINIUM PLAN NO. 51, PART BLOCK O ON PLAN M834, AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION A348854 TWP OF YORK/ NORTH YORK, CITY OF TORONTO AND ITS APPURTENANT INTEREST à l'adresse municipale suivante : **735 DON MILLS ROAD, SUITE 2501, DON MILLS, ONTARIO**

Je procéderai à la vente desdits droits, titres, intérêts et droits de rachat d'**ALEXANDER ORGILL**, débiteur, qui sont liés aux biens-fonds et immeubles décrits ci-dessus, dans le cadre d'une vente aux enchères sous réserve des conditions énoncées ci-dessous, au : **393 AVENUE UNIVERSITY, 19^e ÉTAGE, TORONTO, ONTARIO, 416 327-0514 le 2 MAI 2019, à 11 h.** (Inscription entre 9 h 30 à 10 h 30)

LA VENTE DES BIENS SUSMENTIONNÉS EST ASSUJETTIE AUX CONDITIONS SUIVANTES :

L'acheteur assumera la responsabilité de l'ensemble des hypothèques, charges, privilèges, impôts et taxes impayés et autres gages grevant le bien-fonds. Aucune déclaration n'est faite concernant le titre du bien-fonds ou toute autre question relative à l'intérêt qui sera vendu. La libre possession n'est pas incluse dans la vente du bien-fonds. Il est de la responsabilité de l'acheteur potentiel de déterminer ces questions.

CONDITIONS :

- Une avance de 10 % du prix demandé ou 1 000 \$, selon le montant le plus élevé,
- est exigible au moment de la vente par le soumissionnaire gagnant;
- à déduire du prix d'achat;
- non remboursable. Le non-respect de ces conditions par le soumissionnaire gagnant risque de conduire à la saisie de toute avance versée au moment de la vente ou par la suite.
- L'acheteur dispose de dix jours ouvrables à compter de la date de vente pour obtenir le financement nécessaire et payer le solde en entier au **393, AVENUE UNIVERSITY, 19^e ÉTAGE, TORONTO, ONTARIO**.
- Tous les paiements doivent être effectués en espèces ou par traite bancaire, chèque certifié ou mandat à l'ordre du « Shérif, ville de Toronto ».
- Un acte unilatéral sera remis par le shérif après le paiement satisfaisant du prix d'achat total.
- Toute autre condition annoncée.

LA VENTE PEUT ÊTRE ANNULÉE PAR LE SHÉRIF SANS PRÉAVIS TANT QUE LES CONDITIONS DE LA VENTE N'ONT PAS ÉTÉ ENTIÈREMENT SATISFAITES PAR LE SOUMISSIONNAIRE GAGNANT.

Nota : Aucun employé du ministère du Procureur général ne peut acheter, directement ou indirectement des biens, des biens meubles, des terres ou immeubles mis en vente par un shérif dans le cadre d'une procédure juridique.

Date : 26 février 2019

Le shérif
DEBBIE DYKSTRA
393, avenue University, 19^e étage
Toronto (Ontario) M5G 1E6

(152-P064F)

Sale of Land for Tax Arrears By Public Tender Ventes de terrains par appel d'offres pour arriéré d'impôt

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

Ontario Regulation 181/03

Municipal Tax Sales Rules

THE CORPORATION OF THE CITY OF WINDSOR

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on **April 24, 2019** at City of Windsor, 350 City Hall Square West, 1st Floor, Windsor, Ontario, N9A 6S1. The tenders will then be opened in public on the same day at **3:30 pm** local time at 400 City Hall Square East, Suite 409, Windsor, Ontario.

Description of Land(s):

1. 324 Pierre Avenue
PLAN 433; LOT 23, N PT LOT 24
Registration PIN #: 01150-0304 (LT)
Roll# 3739-030-010-09800-0000
According to the last returned assessment roll, the assessed value of the land is \$91,000.

Minimum Tender Amount: \$18,958.24

2. 1338 Curry Avenue
PLAN 975; PT LOTS 96 & 97
Registration PIN #: 01207-0163 (LT)
Roll# 3739-040-430-14900-0000
According to the last returned assessment roll, the assessed value of the land is \$82,500.

Minimum Tender Amount: \$18,038.28

3. 468 Langlois Avenue
PLAN 500; LOT 1
Registration PIN #: 01149-0243 (LT)
Roll# 3739-030-030-05800-0000
According to the last returned assessment roll, the assessed value of the land is \$23,375.

Minimum Tender Amount: \$41,025.32

4. 929 Moy Avenue
PLAN 579; LOT 133
Registration PIN #: 01147-0082 (LT)
Roll# 3739-020-150-12200-0000
According to the last returned assessment roll, the assessed value of the land is \$91,000.

Minimum Tender Amount: \$21,255.36

5. 975 Lincoln Road
PLAN 441; LOT 17
Registration PIN #: 01137-0321 (LT)
Roll# 3739-020-130-10300-0000
According to the last returned assessment roll, the assessed value of the land is \$105,250.

Minimum Tender Amount: \$16,772.19

6. 1117 George Avenue
PLAN 630; LOTS 1 to 3 & 44 to 48 & PT CLOSED ALLEY CORNER
Registration PIN #: 01096-0857 (LT)
Roll# 3739-010-190-18200-0000
According to the last returned assessment roll, the assessed value of the land is \$317,000.

Minimum Tender Amount: \$105,564.43

7. 4066 Eden Drive
PLAN 1582; LOT 31
Registration PIN #: 01575-0032 (LT)
Roll# 3739-080-120-08600-0000
According to the last returned assessment roll, the assessed value of the land is \$201,500.

Minimum Tender Amount: \$27,711.85

8. 1165 Erie Street East
PLAN 614; LOT 127
Registration PIN #: 01155-0114 (LT)
Roll# 3739-030-250-06500-0000
According to the last returned assessment roll, the assessed value of the land is \$83,000.

Minimum Tender Amount: \$20,480.41

Tenders must be submitted in the prescribed form and must be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of a certified cheque/bank draft/money order payable to the municipality.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land(s) to be sold. Responsibility for ascertaining these matters rests with the potential purchasers. In addition, the assessed value noted herein may or may not be reflective of the value of the said property.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and any taxes that may be applicable, such as a land transfer tax and HST.

The municipality has no obligation to provide vacant possession to the successful purchaser.

A copy of the prescribed form of tender is available on the website of the Government of Ontario Central Forms Repository under the listing for the Ministry of Municipal Affairs. However, more information regarding Tax Sale tender packages, as well as the prescribed form(s) can be found on the City of Windsor's web site Keyword Search: property tax sale.

For further information regarding this sale contact: 311(Windsor area) or 519-255-2489 (surrounding county) or 1-877-746-4311 (long-distance).

(152-P065)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

Ontario Regulation 181/03

Municipal Tax Sales Rules

THE CORPORATION OF THE TOWNSHIP OF PERRY

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m local time on April 18, 2019 at the Township of Perry Municipal Office, P.O. Box 70,

1695 Emsdale Road, Emsdale Ontario.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Township of Perry Municipal Office, 1695 Emsdale Road, Emsdale Ontario.

Description of Land(s):

Roll No. 49 14 000 001 48300 0000; PIN 52162-0083 (LT); Parcel 6205 Section SS; Part Lot 24 Concession 4 Perry as in LP3854 except LT21342; Perry; File No. 17-04

According to the last returned assessment roll, the assessed value of the land is \$36,875.00

Minimum tender amount: \$6,774.41

Roll No. 49 14 000 001 56900 0000; PIN 52162-0102 (LT); Parcel 12464 Section SS; Part Lots 24 and 25 Concession 5 Perry as in LT19818; Perry; File No. 17-05

According to the last returned assessment roll, the assessed value of the land is \$33,250.00

Minimum tender amount: \$6,272.17

Tenders must be submitted in the prescribed form and must be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of a certified cheque/bank draft/money order payable to the municipality.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential purchasers. The assessed value according to the last returned assessment roll may or may not be representative of the current market value of the property

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and any taxes that may be applicable, such as a land transfer tax and HST.

The municipality has no obligation to provide vacant possession to the successful purchaser.

A copy of the prescribed form of tender is available on the website of the Government of Ontario Central Forms Repository under the listing for the Ministry of Municipal Affairs.

For further information regarding this sale visit: www.OntarioTaxSales.ca or if no internet access available, contact:

KIM SEGUIN
Treasurer/Tax Collector
The Corporation of the Township of Perry
P.O. Box 70
1695 Emsdale Road
Emsdale ON P0A 1J0
(705) 636-5941 Ext. 202
www.townshipofperry.ca

(152-P066)

Publications under Part III (Regulations) of the Legislation Act, 2006
Règlements publiés en application de la partie III (Règlements)
de la Loi de 2006 sur la législation

2019—03—30

ONTARIO REGULATION 30/19

made under the

PENSION BENEFITS ACT

Made: March 7, 2019

Filed: March 11, 2019

Published on e-Laws: March 11, 2019

Printed in *The Ontario Gazette*: March 30, 2019**SPECIFIED PARTIES - SUBSECTIONS 102.3 (3) AND (6) OF THE ACT****Specified parties**

1. (1) The following are the specified parties for the purposes of subsections 102.3 (3) and (6) of the Act:

1. The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) on behalf of itself and its Local Union 2724.
2. All persons entitled to benefits under The Essar Steel Algoma Inc. Wrap Pension Plan, registered under the Act as number 1079888, but with the exception of Opt-Out Individuals within the meaning of the Amended and Restated Representative Counsel Order.

(2) In this section,

“Amended and Restated Representative Counsel Order” means the order of the Ontario Superior Court of Justice (Commercial List) in court file number CV-15-000011169-00CL dated November 9, 2015 entitled “Amended and Restated Representative Counsel Order”, as amended by the Local 2251 Representation Order and as further amended by the Wrap Plan Order; (“ordonnance modifiée et mise à jour de représentation par avocat”)

“Local 2251 Representation Order” means the order of the Ontario Superior Court of Justice (Commercial List) in court file number CV-15-000011169-00CL dated December 5, 2017, entitled “Local 2251 Representation Order”; (“ordonnance de représentation par la section locale 2251”)

“Wrap Plan Order” means the order of the Ontario Superior Court of Justice (Commercial List) in court file number CV-15-000011169-00CL dated November 8, 2018, entitled “Order (Re: Wrap Plan)”. (“ordonnance visant le régime appelé Wrap Plan”)

Commencement

2. This Regulation comes into force on the day it is filed.

13/19

RÈGLEMENT DE L'ONTARIO 30/19

pris en vertu de la

LOI SUR LES RÉGIMES DE RETRAITE

pris le 7 mars 2019

déposé le 11 mars 2019

publié sur le site Lois-en-ligne le 11 mars 2019

imprimé dans la *Gazette de l'Ontario* le 30 mars 2019**PARTIES PRÉCISÉES - PARAGRAPHES 102.3 (3) ET (6) DE LA LOI****Parties précisées**

1. (1) Pour l'application des paragraphes 102.3 (3) et (6) de la Loi, les parties précisées sont les suivantes :

1. Le Syndicat international des travailleurs unis de la métallurgie, du papier et de la foresterie, du caoutchouc, de la fabrication, de l'énergie, des services et industries connexes (Syndicat des Métallos) en son propre nom et au nom de la section locale 2724 du syndicat.
2. Toutes les personnes qui ont droit à des prestations aux termes du régime de retraite appelé The Essar Steel Algoma Inc. Wrap Pension Plan, enregistré en vertu de la Loi sous le numéro 1079888, à l'exception toutefois de celles qui ont renoncé à être représentées, appelées «Opt-Out Individuals» dans l'ordonnance modifiée et mise à jour de représentation par avocat.

(2) Les définitions qui suivent s'appliquent au présent article.

«ordonnance visant le régime appelé Wrap Plan» L'ordonnance intitulée *Order (Re: Wrap Plan)* rendue par la Cour supérieure de justice de l'Ontario (rôle commercial), dont le numéro de dossier est le CV-15-000011169-00CL, datée du 8 novembre 2018. («Wrap Plan Order»)

«ordonnance de représentation par la section locale 2251» L'ordonnance intitulée *Local 2251 Representation Order* rendue par la Cour supérieure de justice de l'Ontario (rôle commercial), dont le numéro de dossier est le CV-15-000011169-00CL, datée du 5 décembre 2017. («Local 2251 Representation Order»)

«ordonnance modifiée et mise à jour de représentation par avocat» L'ordonnance intitulée *Amended and Restated Representative Counsel Order* rendue par la Cour supérieure de justice de l'Ontario (rôle commercial), dont le numéro de dossier est le CV-15-000011169-00CL, datée du 9 novembre 2015, telle qu'elle est modifiée par l'ordonnance de représentation par la section locale 2251 et telle qu'elle est modifiée de nouveau par l'ordonnance visant le régime appelé Wrap Plan. («Amended and Restated Representative Counsel Order»)

Entrée en vigueur

2. Le présent règlement entre en vigueur le jour de son dépôt.

ONTARIO REGULATION 31/19

made under the

FISH AND WILDLIFE CONSERVATION ACT, 1997

Made: March 7, 2019

Filed: March 11, 2019

Published on e-Laws: March 11, 2019

Printed in *The Ontario Gazette*: March 30, 2019Amending O. Reg. 664/98
(FISH LICENSING)**1. Subsection 31.1 (2.2) of Ontario Regulation 664/98 is revoked and the following substituted:**

(2.2) The Memorandum of Understanding between The Nipissing First Nation and Her Majesty the Queen in Right of Ontario as represented by the Minister of Natural Resources and Forestry, dated March 11, 2019, shall be deemed to be a commercial fishing licence on and after March 11, 2019.

Commencement**2. This Regulation comes into force on the day it is filed.**

13/19

RÈGLEMENT DE L'ONTARIO 31/19

pris en vertu de la

LOI DE 1997 SUR LA PROTECTION DU POISSON ET DE LA FAUNE

pris le 7 mars 2019

déposé le 11 mars 2019

publié sur le site Lois-en-ligne le 11 mars 2019

imprimé dans la *Gazette de l'Ontario* le 30 mars 2019modifiant le Règl. de l'Ont. 664/98
(DÉLIVRANCE DE PERMIS RELATIFS AUX POISSONS)**1. Le paragraphe 31.1 (2.2) du Règlement de l'Ontario 664/98 est abrogé et remplacé par ce qui suit :**

(2.2) Le protocole d'entente conclu entre la Première Nation de Nipissing et Sa Majesté la Reine du chef de l'Ontario, représentée par le ministre des Richesses naturelles et des Forêts, daté du 11 mars 2019, est réputé être un permis de pêche commerciale à compter du 11 mars 2019.

Entrée en vigueur**2. Le présent règlement entre en vigueur le jour de son dépôt.**

13/19

ONTARIO REGULATION 32/19

made under the

HIGHWAY TRAFFIC ACT

Made: March 7, 2019

Filed: March 12, 2019

Published on e-Laws: March 12, 2019

Printed in *The Ontario Gazette*: March 30, 2019

Revoking O. Reg. 429/18

(EXTENDING EXEMPTION PERIOD FOR AFFIXING EVIDENCE OF VALIDATION FOR PERMIT)

Revocation

1. **Ontario Regulation 429/18 is revoked.**

Commencement

2. **This Regulation comes into force on the day it is filed.**

13/19

RÈGLEMENT DE L'ONTARIO 32/19

pris en vertu du

CODE DE LA ROUTE

pris le 7 mars 2019

déposé le 12 mars 2019

publié sur le site Lois-en-ligne le 12 mars 2019

imprimé dans la *Gazette de l'Ontario* le 30 mars 2019

abrogeant le Règl. 429/18

PROLONGATION DE LA PÉRIODE D'EXEMPTION POUR LA POSE DE L'ATTESTATION DE VALIDATION D'UN
PERMIS**Abrogation**

1. **Le Règlement de l'Ontario 429/18 est abrogé.**

Entrée en vigueur

2. **Le présent règlement entre en vigueur le jour de son dépôt.**

13/19

ONTARIO REGULATION 33/19

made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

Made: January 17, 2019

Filed: March 14, 2019

Published on e-Laws: March 14, 2019

Printed in *The Ontario Gazette*: March 30, 2019Amending O. Reg. 213/07
(FIRE CODE)**1. (1) Article 1.3.1.1. of Division A of Ontario Regulation 213/07 is revoked and the following substituted:**

1.3.1.1. (1) Subject to Sentence (2), a **farm building** with an **occupant load** of not more than one person per 40 m² of **floor area** during normal use and other premises on a farm used for farming purposes are exempt from the requirements of this Code.

(2) Where a **floor area** or portion of a **floor area** within a **farm building** contains a **hazardous extraction** operation involving cannabis, the **floor area** or portion of the **floor area** shall comply with Subsection 5.14.11. of Division B.

(2) Sentence 1.3.1.1.(2) of Division A of the Regulation, as made by subsection (1), is revoked and the following substituted:

(2) Where a **floor area** or portion of a **floor area** within a **farm building** contains a **hazardous extraction** operation involving cannabis, the **floor area** or portion of the **floor area** shall comply with Articles 2.7.1.1. and 2.7.2.2., Section 2.8, Part 4, Article 5.1.4.2. and Subsection 5.14.11. of Division B.

2. (1) Article 1.4.1.2. of Division A of the Regulation is amended by adding the following definition:

Hazardous extraction means a process to remove or separate a substance from a solution or mixture that involves the use of **flammable liquids**, **combustible liquids** or flammable gases as solvents in the process.

(2) The definition of “Retirement home” in Article 1.4.1.2. of Division A of the Regulation is amended by striking out “regardless of whether it is a care occupancy or a residential occupancy” at the end.

3. Article 1.5.1.1. of Division A of the Regulation is amended by adding “or to the risk created by the presence of unsafe levels of carbon monoxide” at the end.

4. Sentence 2.1.1.1.(2) of Division A of the Regulation is amended by adding “or to the risk created by the presence of unsafe levels of carbon monoxide” at the end.

5. Article 3.1.1.1. of Division A of the Regulation is amended by striking out “1.2.1.1.” and substituting “1.2.2.1.”

6. Subsection 1.1.2. of Division B of the Regulation is revoked and the following substituted:

Subsection 1.1.2. Records of Tests and Inspections

Making of records

1.1.2.1. (1) If this Code requires **tests** and corrective measures or operational procedures to be carried out, records shall be made noting what was done and the date and time it was done.

(2) If this Code requires an **inspection** to be conducted in a supported group living residence or an intensive support residence regulated under the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*, a written record shall be made noting what was **inspected** and the date and time of the **inspection**.

(3) The written records described in Sentences (1) and (2) shall be retained at the **building** premises for examination by the **Chief Fire Official**.

Retention of records

1.1.2.2. (1) Subject to Sentence (2), the original or a copy of any record required by this Code shall be retained at the **building** to which the record relates

(a) for a period of at least two years after being prepared, and

(b) so that at least the most recent and the immediately preceding record of a given **test** or **inspection** are retained.

(2) The initial verification or **test** reports for fire protection systems installed after November 21, 2007 shall be retained throughout the life of the systems, regardless of whether the systems are installed in accordance with this Code or the **Building Code**.

7. (1) Table 1.2.1.A. of Division B of the Regulation is amended by striking out,

NFPA	72-1993	Standard for the Installation, Maintenance, and Use of Protective Signaling Systems	6.3.1.2.(5)
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and substituting,

NFPA	72-2013	National Fire Alarm and Signaling Code	6.3.1.2.(5)
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(2) Table 1.2.1.A. of Division B of the Regulation is amended by striking out,

NFPA	91-2010	Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids	4.1.7.2.(5) 4.12.8.4.(1) 5.10.2.1.
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and substituting,

NFPA	91-2010	Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids	4.1.7.2.(5) 4.12.8.4.(1) 5.1.4.2.(1) 5.10.2.1.
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(3) Table 1.2.1.A. of Division B of the Regulation is amended by striking out,

OFMEM	Fire Code Supplement FCS-1, January 2015	Objectives and Functional Statements Attributed to the Acceptable Solutions	1.2.2.1.(1), (2) and (3) of Division A 4.1.1.4.(4) 1.3.2.2.(1) and (2) of Division C
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and substituting,

OFMEM	Fire Code Supplement FCS-1, December 2018	Objectives and Functional Statements Attributed to the Acceptable Solutions	1.2.2.1.(1), (2) and (3) of Division A 4.1.1.4.(4) 1.3.2.2.(1) and (2) of Division C
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8. Sentence 2.4.4.1.(2) of Division B of the Regulation is revoked and the following substituted:

(2) Open flames shall not be used in dining areas in **care occupancies, care and treatment occupancies and retirement homes.**

9. Sentence 2.4.4.2.(1) of Division B of the Regulation is revoked and the following substituted:

(1) Flaming meals or drinks shall not be served in **care occupancies, care and treatment occupancies and retirement homes.**

10. Articles 2.7.1.1. to 2.7.1.3. of Division B of the Regulation are revoked and the following substituted:

Open floor areas

2.7.1.1. (1) Aisles in conformance with Sentences (2) to (4) shall be provided in every **floor area** in a **mercantile occupancy** and a **business and personal services occupancy**, and in a **floor area** or portion of a **floor area** containing a **hazardous extraction** operation, that

(a) is not subdivided into rooms or **suites** served by corridors giving **access to exits**, and

(b) is required to have more than one **exit**.

(2) Every required **exit** shall be served by an aisle that

(a) has a clear width not less than 1100 mm,

(b) has access to at least one additional **exit**, and

(c) at every point in the aisle provides a choice of two directions by which to reach an **exit**.

(3) A subsidiary aisle with only a single direction of travel to an aisle described in Sentence (2) is permitted if it has a clear width not less than 900 mm and a length that is not greater than 7.5 m.

(4) Every individual work area in a **business and personal services occupancy** shall be located adjacent to an aisle or subsidiary aisle.

2.7.1.2. RESERVED

2.7.1.3. RESERVED

11. Sentence 2.7.2.2.(1) of Division B of the Regulation is revoked and the following substituted:

(1) Subject to Sentences (2) and (3), and unless otherwise **approved**, locking, latching and other fastening devices shall be such that a door can be readily opened from the inside with no more than one releasing operation and without requiring keys, special devices or specialized knowledge of the door opening mechanism on

- (a) every required **exit** door, and
- (b) every door that is in an **access to exit** and that opens into or is located within
 - (i) a **public corridor**,
 - (ii) a facility that provides **access to exit** from a **suite**,
 - (iii) a facility that provides **access to exit** from a room serving patients or residents in a **care occupancy, care and treatment occupancy or retirement home**, or
 - (iv) a **floor area**, or portion of a **floor area**, that contains a **hazardous extraction** operation.

12. Sentence 2.8.1.1.(2) of Division B of the Regulation is revoked and the following substituted:

(2) This Section also applies to **buildings** or premises

- (a) containing 4 **storeys** or more, counting **storeys** below grade,
- (b) to which Subsection 3.2.1. applies,
- (c) to which Article 4.1.5.6. applies,
- (d) to which Article 4.12.4.1. applies,
- (e) to which Subsection 5.14.11. applies,
- (f) to which Section 9.3 applies,
- (g) to which Sentence 9.5.3.1.(3) applies,
- (h) used as a convalescent home or children's custodial home providing sleeping accommodation for more than three persons, or
- (i) that have a **contained use area** or an **impeded egress zone**.

13. Sentence 2.8.3.2.(2) of Division B of the Regulation is amended by striking out "and" at the end of clause (d), by adding "and" at the end of clause (e) and by adding the following clause:

- (f) a **retirement home**.

14. Article 4.3.15.2. of Division B of the Regulation is revoked and the following substituted:

4.3.15.2. RESERVED

15. Clause 4.3.12.7.(1)(c) of the Regulation is amended by striking out "Class 1" and substituting "Class I".

16. Sentence 4.3.16.1.(4) of Division B of the Regulation is amended by striking out "Article 1.1.2.1." at the end and substituting "Subsection 1.1.2.".

17. Article 4.4.6.2. of Division B of the Regulation is revoked and the following substituted:

4.4.6.2. RESERVED

18. Subsection 5.1.4. of Division B of the Regulation is amended by adding the following Article:***Ventilation of processes using flammable gas***

5.1.4.2. (1) Subject to Sentence (2), operations involving the use of flammable gas shall be provided with continuous mechanical ventilation that

- (a) is sufficient to ensure that flammable gas concentrations outside any zone identified as Class I, Zone 2 in accordance with the **Electrical Safety Code** made under the **Electricity Act, 1998**, do not exceed 25% of the **lower explosive limit** of the flammable gas,
- (b) contains automatic interlocks so that the processes using flammable gas cannot be performed when the ventilation system is not in operation,
- (c) is provided with an audible alarm in an attended area that activates upon shutdown of the ventilation system,
- (d) conforms to NFPA 91, "Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists and Noncombustible Particulate Solids",

- (e) is not used for any purpose other than ventilation and exhaust,
 - (f) is kept free of obstructions that may interfere with its operation, and
 - (g) if it recirculates exhaust air, is provided with a fail-safe gas detection and alarm system that continuously monitors the flammable gas concentration in the exhaust air, so that if the flammable gas concentration in the exhaust air exceeds 25% of the **lower explosive limit**, the system will
 - (i) sound an alarm in an attended area,
 - (ii) stop the recirculation of air, and
 - (iii) redirect the exhaust air to an outdoor location.
- (2) Sentence (1) does not apply to operations where flammable gas is only used as a fuel.

19. Article 5.14.6.8. of Division B of the Regulation is amended by striking out “5.5.1.2.” and substituting “5.10.1.2.”.

20. Section 5.14 of the Division B of the Regulation is amended by adding the following Article:

Subsection 5.14.11. Hazardous Extraction Operations

Application

5.14.11.1. This subsection applies to **hazardous extraction** operations.

Prohibited locations

5.14.11.2. A **hazardous extraction** operation shall not be performed

- (a) in a **basement**, or
- (b) in a **building** containing a **residential occupancy**.

21. Sentence 6.3.1.2.(5) of Division B of the Regulation is amended by striking out “Chapter 4 of NFPA 72, “Standard for the Installation, Maintenance, and Use of Protective Signaling Systems”” and substituting “NFPA 72, “National Fire Alarm and Signaling Code””.

22. (1) Clause 6.3.2.2.(4)(b) of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” at the end and substituting “Subsection 1.1.2.”.

(2) Sentence 6.3.2.2.(5) of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” at the end and substituting “Subsection 1.1.2.”.

23. Sentence 6.3.2.6.(7) of Division B of the Regulation is revoked.

24. Sentence 6.4.3.7.(4) of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” at the end and substituting “Subsection 1.1.2.”.

25. Article 6.6.5.8. of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” at the end and substituting “Subsection 1.1.2.”.

26. Article 6.7.1.3. of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” and substituting “Subsection 1.1.2.”.

27. Article 6.8.2.2. of Division B of the Regulation is amended by striking out “Article 1.1.2.1.” at the end and substituting “Subsection 1.1.2.”.

28. The heading to Part 7 of Division B of the Regulation is amended by adding “Notification” after “Testing”.

29. The heading to Section 7.2 of Division B of the Regulation is amended by adding “Notification” after “Testing”.

30. Subsection 7.2.2. of Division B of the Regulation is amended by adding the following Article:

Out of service requirements

7.2.2.2. (1) If a firefighters’ elevator is not operational

- (a) the **supervisory staff** shall be notified, and
- (b) where the firefighters’ elevator is not operational for more than 24 hours, the **fire department** and the **building** occupants shall be notified by means of the procedure established under Sentence (2).

(2) A procedure of notification shall be established that may be used when a firefighters’ elevator is out of service, and the procedure must include notifying the **fire department** and **building** occupants.

31. Article 8.1.2.5. of Division B of the Regulation is amended by striking out “5.11” at the end and substituting “5.17”.

32. Sentence 9.1.3.1.(1) of Division B of the Regulation is amended by striking out “or hospital”.

33. Clause 9.7.2.1.(2)(b) of Division B of the Regulation is revoked and the following substituted:

(b) in **buildings** where all of the corridors referred to in Sentence (1) are subdivided in accordance with Sentence (3).

34. Sentence 9.9.2.19.(1) of Division B of the Regulation is amended by striking out “2.6.1.13.(1)” at the end and substituting “2.6.1.12.(1)”.

Commencement

35. (1) Subject to subsection (2), this Regulation comes into force on the day it is filed.

(2) Subsections 1 (2) and 7 (2) and sections 10, 11, 12, 18, 28, 29 and 30 come into force on the later of July 1, 2019 and the day this Regulation is filed.

Made by:

SYLVIA JONES
Minister of Community Safety and Correctional Services

Date made: January 17, 2019

13/19

NOTE: Consolidated regulations and various legislative tables pertaining to regulations can be found on the e-Laws website.

REMARQUE : Les règlements codifiés et diverses tables concernant les règlements se trouvent sur le site Lois-en-ligne.

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La Gazette de l'Ontario paraît chaque samedi, et les annonces à y insérer doivent parvenir à ses bureaux le jeudi à 15h au plus tard, soit au moins neuf jours avant la parution du numéro dans lequel elles figureront. Pour les semaines incluant le lundi de Pâques, le 11 novembre et les congés statutaires, accordez une journée de surplus. Pour connaître l'horaire entre Noël et le Jour de l'An s'il vous plaît communiquez avec le bureau de La Gazette de l'Ontario au (416) 326-5310 ou par courriel à Gazette@ontario.ca

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