

**CONTRAVENTIONS ACT ADMINISTRATION AND ENFORCEMENT
AGREEMENT**

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by
the Minister of Justice and Attorney General of Canada
hereinafter referred to as “Canada”

AND

THE CORPORATION OF THE CITY OF MISSISSAUGA
as represented by
the Mayor and the City Clerk of the City of Mississauga
hereinafter referred to as “Mississauga”

WHEREAS the *Contraventions Act*, S.C. 1992, c. 47 provides for a procedure for the prosecution of contraventions that is in addition to the procedures set out in the *Criminal Code*, R.S.C. 1985, c. C-46 for the prosecution of contraventions and other offences;

AND WHEREAS sections 65.2 and 65.3 of the *Contraventions Act* provide that the Minister of Justice of Canada may enter into an agreement with the government of a province and a municipality respecting the administration and enforcement of the *Act*;

WHEREAS the *Contraventions Act* Fund, which is subject to the Treasury Board of Canada’s Policy on Transfer Payments, provides Mississauga with funding to implement measures ensuring the use of both official languages pursuant to the *Official Languages Act*, R.S.C. 1985, c. 31 (4th Supp.) and the *Criminal Code* in proceedings instituted under the *Contraventions Act*;

AND WHEREAS the parties agree that this Agreement replaces the previous Agreement between Canada and Mississauga signed on January 22, 2019;

NOW THEREFORE, Canada and Mississauga wish to enter into this Agreement to administer and enforce the *Contraventions Act*, and agree as follows:

I. DEFINITIONS

1. In this Agreement:

“**Budget**” means a statement of estimated revenues and expenses submitted by the province as part of its application for funding that has been agreed to by the province and Canada identified in Schedule 2 of this Agreement;

“**Contravention**” means an offence that is created by a federal enactment and is designated as a Contravention pursuant to the *Contraventions Act* by regulation of the Governor in Council other than an offence related to the unlawful standing, stopping or parking of a motor vehicle on a property.

“**Eligible Expenditure**” means those items identified in Schedule 2 of this Agreement and approved by Canada;

“**Fiscal Year**” means the 12-month period beginning on April 1 of a year and ending on March 31 of the following year;

“**Forms**” means forms prescribed under R.R.O. 1990, Reg. 200 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 and O. Reg. 108/11 of the *Provincial Offences Act* and includes Tickets.

“**Net Fine Revenue**” means the total amount of collected fines, fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act*, less the fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act* and Ontario’s costs to administer the Contraventions regime.

“**Progress Payment**” means payments made by Canada after the performance of part of this Agreement but before the satisfaction of the entire Agreement.

“**Surplus**” means the excess of revenues over project expenses.

“**Tickets**” means Certificates of Offence filed, Offence Notices, and Summons issued under Part I of the *Provincial Offences Act*.

“**Transfer Agreement**” means the Agreement between Ontario and Mississauga which outlines the functions that have been transferred to the Mississauga. This Agreement includes the Memorandum of Understanding and its Schedules, the Local Side Agreement, and any amendments to any of these executed by Ontario and the Mississauga.

II. ADMINISTRATION AND ENFORCEMENT

Term of Agreement

2.1 This Agreement shall take effect on April 1st, 2023, and terminate on March 31st, 2028.

Undertakings of Canada

2.2 Canada provides Mississauga with the list of federal statutes and regulations included in the *Contraventions Regulations*, SOR/96-313 applicable to Ontario and attached as Schedule 1 to this Agreement.

2.3 Canada shall notify Mississauga of any amendments to the *Contraventions Act*, the *Application of Provincial Laws Regulations*, SOR/96-312 and the *Contraventions Regulations* before their publication in Part II of the *Canada Gazette*, recognizing the confidentiality of such amendments and if they were not previously published under Part I of the *Canada Gazette*.

2.4 Canada shall provide Mississauga, upon request, with relevant documentation for training and may, upon request, participate in the training.

Undertakings of Mississauga

2.5 With respect to the administration and enforcement of the *Contraventions Act* in its jurisdiction, Mississauga shall:

2.5.1 Collect fines, fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P.33 and enforce their payment;

2.5.2 Collect unpaid fines, fees and other charges imposed in respect of Contraventions if an offender, other than a “**young person**” as defined under section 2 of the *Contraventions Act*, does not pay the fines, fees and other charges imposed for the Contravention, by entering as a judgment (*certificate of default*) the amount of the fines, fees and charges pursuant to the *Provincial Offences Act* or by using any administrative recovery mechanism in place in Mississauga;

2.5.3 If applicable, for any Fiscal Year or part thereof, withhold from collected fines in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act*, the following:

2.5.3.1 The fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act*, and

- 2.5.3.2 All costs to Mississauga in respect of the administration and enforcement of the *Contraventions Act* referred to in clause 2.5.1 of this Agreement; and,
- 2.5.4 For any Fiscal Year or part thereof, withhold, after fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the *Provincial Offences Act* and administration costs referred to in clause 2.5.1 of this Agreement are deducted, an amount representing 50% of the balance of the revenues collected; the remainder shall be remitted to the Receiver General of Canada at the address referred to in clause 4.2 of this Agreement.
- 2.6 With respect to Contraventions alleged to have been committed in its jurisdiction, Mississauga shall ensure that:
- 2.6.1 The Contraventions regime is administered on a cost recovery basis using means such as administrative provincial fees charged in addition to the amount of the fine indicated on the ticket;
- 2.6.2 The tickets and other documents issued under the *Provincial Offences Act* and that are to be used for the prosecution of contraventions are distributed at no cost and as required to an “**enforcement authority**” as defined under section 2 of the *Contraventions Act*;
- 2.6.3 The federal offences designated as Contraventions that are enforced at Lester B. Pearson International Airport are entered into the computerized offence processing system or its replacement;
- 2.6.4 The tickets and other documents issued under the *Provincial Offences Act* and that are to be used for the prosecution of Contraventions are processed and prosecution is commenced as required under that *Act*;
- 2.6.5 An Administration Report covering the previous Fiscal Year is provided to Canada annually, on or about the 30th day of September, in electronic format, containing the following information:
- 2.6.5.1 Number of Tickets issued specifying the Act or Regulations under which the offences were committed;
- 2.6.5.2 Number of Tickets for which the fine was paid voluntarily;
- 2.6.5.3 Number of trials requested in French;
- 2.6.5.4 Number of trials requested in English;
- 2.6.5.5 Number of trials held in French;
- 2.6.5.6 Number of trials requested in French and scheduled but not held (with explanation);
- 2.6.5.7 Number of complaints concerning non-compliance with the *Official Languages Act* and the *Official Languages Communications with and Services to the Public Regulations*, SOR/92-48 (“*Official Languages Regulations*”); and,
- 2.6.5.8 Calculation of how Mississauga arrives at Net Fine Revenues.
- 2.6.6 Subject to the authority of Canada to institute such prosecutions on its own initiative, and subject to the provisions hereinafter enumerated, with respect to prosecutions, Mississauga shall ensure that:
- 2.6.6.1 The prosecution of Contraventions is undertaken in accordance with the procedure provided for in the *Provincial Offences Act* of Ontario;

- 2.6.6.2 Contraventions are prosecuted under Part II of the *Provincial Offences Act* as well as the conduct of appeals of these prosecutions;
- 2.6.6.3 Pursuant to the terms of the Transfer Agreement involving the transfer of the prosecution of offences commenced under Part II of the *Provincial Offences Act* to Municipal Partners, maintain a reporting protocol to notify the local Crown Attorney, the Attorney General of Ontario and the Director of the Federal Prosecution Service for the Ontario Region as expeditiously as possible, of any matter that appears likely to raise a substantive legal issue at trial or appeal, including anything that may affect the administration, constitutional validity or enforceability of the *Contraventions Act* or the administration, validity or enforceability of a federal enactment for which there is a contravention. Canada shall then decide whether it will be a party to the court proceedings, in whichever court the proceedings are instituted.
- 2.6.6.4 The Director of the Federal Prosecution Service for the Ontario Region is notified as expeditiously as possible, of any matter that appears likely to raise a substantive legal issue at trial or appeal, including anything that may affect the administration, constitutional validity or enforceability of the *Contraventions Act* or the administration, validity or enforceability of a federal enactment for which there is a contravention, with respect to proceedings commenced under Part II of the *Provincial Offences Act* that are prosecuted by the Office of the Crown Attorney. Canada shall then decide whether it will be a party to the court proceedings, in whichever court the proceedings are instituted.
- 2.6.6.5 Pursuant to the Transfer Agreement, in the circumstances described in clause 2.6.6.3 of this Agreement, upon receipt of a decision rendered by a court, send the Director of the Federal Prosecution Service for the Ontario Region a copy of the decision and reasons and inform the Director of the Federal Prosecution Service for the Ontario Region in writing of its own position concerning a possible appeal.
- 2.6.6.6 The Director of the Federal Prosecution Service for the Ontario Region receive a copy of the decision and reason pursuant to clause 2.6.6.4 of this Agreement, upon receipt of a decision rendered by a court and inform the Director of the Federal Prosecution Service for the Ontario Region in writing of its own position concerning a possible appeal.
- 2.6.7 Canada and Mississauga may agree in writing, from time to time, on any new division or allocation of responsibilities with respect to the prosecution of Contraventions.
- 2.6.8 Nothing in clause 2.6.6 of this Agreement takes away from either party that party's right at law to appeal a decision or intervene in an appeal, an application for judicial review or another proceeding relating to a Contravention.
- 2.7 With respect to language requirements, Mississauga shall ensure that:
- 2.7.1 The tickets and other documents referred to in clause 2.6.2 of this Agreement and that are to be used for the prosecution of Contraventions are printed in both official languages;
- 2.7.2 A bilingual prosecutor is available for any proceeding under Part II of the *Provincial Offences Act* in relation to a Contravention where the proceeding is to be conducted in French. A proceeding is deemed to include a trial and early resolution meeting;
- 2.7.3 In respect of any judicial proceedings for contraventions, the language regime applicable to trials for offences prosecutable by summary conviction under the *Criminal Code* is available to any alleged offender;

- 2.7.4 In respect of communications and services to the public prior to and after such trials, that the language rights referred to in Part IV of the *Official Languages Act* are respected;
- 2.7.5 A mechanism is put in place for monitoring and following up on any complaint respecting communications with and services to the public provided in accordance with the *Official Languages Regulations*;
- 2.7.6 Canada is immediately informed of any complaints concerning non-compliance with the *Official Languages Act* and the *Official Languages Regulations* and provide a statement of the measures taken to address the complaint; and,
- 2.7.7 Any entity which is vested under a change referred to in clause 2.9 with some of Mississauga's undertakings under this Agreement, shall, in respect of contraventions, undertake to respect the language requirements referred to in clause 2.7 of this Agreement.
- 2.8 With respect to documentation and training, Mississauga shall:
- 2.8.1 Provide, in cooperation with Canada, all documentation and training material on the *Provincial Offences Act* and on the *Contraventions Act* to all provincial, federal and municipal officials involved in the administration, enforcement and prosecution of Contraventions under this Agreement; and,
- 2.8.2 Provide, in cooperation with Canada, training sessions concerning the application of the provincial penal regime set out in the *Provincial Offences Act* to all provincial, federal and municipal officials involved in the administration, enforcement and prosecution of Contraventions under this Agreement.
- 2.9 Mississauga shall obtain Canada's approval of any contractual arrangement that would have the effect of vesting in another entity any of Mississauga's undertakings under this Agreement.

III. OBJECTIVE AND CONDITIONS OF THE *CONTRAVENTIONS ACT* FUND

- 3.1 Canada agrees to provide a financial contribution from the *Contraventions Act* Fund to Mississauga in order to enable Mississauga to implement measures, on behalf of Canada, to permit the use of both official languages in proceedings instituted under the *Contraventions Act* and in conformity with the *Official Languages Act* and sections 530 and 530.1 of the *Criminal Code*.

Maximum Amount of Contributions

- 3.2 Subject to Mississauga having fulfilled its obligations under this Agreement, Canada will pay Mississauga for approved Eligible Expenditures incurred up to a Maximum Annual Amount as identified in Schedule 2 and based on the financial statement referred to in clause 3.12 of this Agreement.
- 3.3 Unexpended funds may not be transferred from one Fiscal Year to another.

Type and Nature of Eligible Expenditures

- 3.4 The financial contribution from the *Contraventions Act* Fund is to cover Eligible Expenditures related to the undertakings of Mississauga that are identified in Schedule 2.
- 3.5 The financial contribution shall be used solely for the agreed upon Eligible Expenditures in Schedule 2 that are actually incurred in the fiscal year and directly related to Mississauga's undertakings in sub-clauses under 2.7 of this Agreement.
- 3.6 (1) Mississauga may transfer up to 20% of the funds provided by Canada from one class of expenditure to another in Schedule 2 of this Agreement within a Fiscal Year, except for administration costs.
- (2) If the funds to be transferred from one class of expenditure to another in Schedule 2

of this Agreement exceed 20% of the funds provided by Canada in the Fiscal Year, Mississauga shall submit to Canada a justification to support the transfer at the time Mississauga submits the interim or final claim(s). Further, Canada's contribution shall not exceed Canada's maximum contribution as provided under clause 3.2 of this Agreement.

Method and Schedule of Payment

- 3.7 Canada agrees to make Progress Payments to Mississauga upon receipt and acceptance of a financial statement showing expenditures incurred to date, up to the maximum of 80% of Canada's financial contribution per Fiscal Year pursuant to Schedule 2.
- 3.8 Canada agrees to make advance payments up to six months in advance based on the cash flow requirements and other supporting documents supplied by Mississauga up to a maximum of 80% of Canada's financial contribution per Fiscal Year pursuant to Schedule 2.
- 3.9 Canada agrees to make a final payment of Canada's financial contribution for each Fiscal Year upon receipt and acceptance of the administration report referred to in clause 2.6.5 of this Agreement. The final payment amount will cover actual expenditures incurred and identified in the financial statement pursuant to clause 3.12 of this agreement.
- 3.10 Mississauga agrees that Canada can claim from Mississauga, an amount owing to His Majesty the King in Right of Canada as an unexpended balance, surplus or an expense which Canada has disallowed, and that Canada may recover this amount by deducting it from any other amount that the Receiver General of Canada may owe to Mississauga with respect to the *Contraventions Act* Fund now or in the future.
- 3.11 Mississauga's financial statement for all Eligible Expenditures will be net of any relief of the Harmonized Sales Tax (HST) rebate from Canada Revenue Agency.

Financial Statement

- 3.12 Mississauga shall submit to Canada, on or about the 30th day of September of each year, in electronic format, a financial statement showing all actual expenditures pursuant to Schedule 2 incurred in the previous Fiscal Year.
- 3.13 Mississauga shall ensure that the financial statement is signed by its Treasurer, or by Mississauga's auditor or by a qualified auditor or, with the agreement of Canada, an entity designated by Mississauga to conduct an audit confirming that these expenditures represent fairly the agreed upon eligible costs pursuant to Schedule 2; that they are in compliance with the terms and conditions of this Agreement; and, that they have been verified using generally accepted accounting principles.

Audit and Control of Funding

- 3.14 Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, Canada has the right to audit, on 30 working days' notice, the accounts and financial records of Mississauga pertaining to expenditures pursuant to Schedule 2 and defrayed by the *Contraventions Act* Fund, and may choose to rely on the information contained in the financial statements submitted by Mississauga pursuant to clause 3.12, without forfeiting the right to conduct an audit, in the manner prescribed by this provision, if it deems it appropriate.
- 3.15 Canada may also direct Mississauga to conduct an audit of accounts and financial records of any other entities entrusted with the administration and implementation of contraventions and make the results of the audit available to Canada within 30 working days of the completion of the audit.
- 3.16 Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, Mississauga shall ensure that the auditors appointed by Canada have access, during normal business hours, to all the accounts, documents and financial statements required for the audit conducted for the purposes described herein, and shall provide the said auditors with all the information they may reasonably request in order to be able to verify

the amounts of the eligible expenditures claimed by Mississauga in its financial statement and also to verify that these eligible expenditures are in keeping with the terms and conditions of this Agreement.

- 3.17 Mississauga shall keep all accounts and financial statements for a minimum of three years following the end of the Fiscal Year to which these accounts and statements apply.
- 3.18 Canada shall bear all costs and expenses for audits under clauses 3.14 and 3.15 of this Agreement, unless the audits performed thereunder report a material breach of any standard or requirement under this Agreement in which case Mississauga shall bear all costs and expenses of such audits.

Monitoring and Evaluation

- 3.19 Mississauga shall provide to Canada information on any anticipated unexpended funds upon periodic request on a quarterly basis.
- 3.20 Mississauga shall co-operate in any review undertaken by Canada to evaluate the measures it took to meet its undertakings in clauses under clause 2.7 of this Agreement for effectiveness and efficiency.
- 3.21 Mississauga shall co-operate in any program review undertaken by Canada to evaluate the *Contraventions Act* and *Contraventions Act* Fund for effectiveness and efficiency in accordance with the Treasury Board's Policy on Results and *the Financial Administration Act*, R.S.C. 1985, c. F-11.

Acknowledgement

- 3.22 Mississauga agrees to acknowledge the financial contribution of Canada in any appropriate public announcement concerning this Agreement, or in any materials produced as a result of this Agreement.

Appropriation by Parliament

- 3.23 Notwithstanding any other provision of this Agreement, the parties acknowledge that Canada's financial contribution is subject to the Appropriation of funds by the Parliament of Canada, and that this may result in the reduction or termination of funding should the funding levels be changed or not approved by Parliament.
- 3.24 If payments cannot be made either in full or in part due to the Appropriation of funds by Parliament, Canada shall notify Mississauga as soon as possible.

Public Disclosure

- 3.25 Canada may make available to the public reports on evaluations, audits and other reviews related to the funding provided under Part III of this Agreement.

Assignment

- 3.26 Mississauga agrees not to assign, delegate or subcontract the responsibility or management of the undertakings funded under this Agreement to any organization or individual, except as noted in this Agreement, without Canada's written permission.

IV. OTHER PROVISIONS

Notice

- 4.1 Any notice to be given under this Agreement is provided in writing and sent by email to the representatives of Canada and Mississauga set out below (or to such substitutes as each party may from time to time notify the other).

- 4.2 Canada's coordinates and email address for communications are:

Stéphane Bazin
 Manager, Contraventions Fund
 Programs Branch, Department of Justice
 6208-284 Wellington Street
 Ottawa ON K1A 0H8
 343-541-9043
fund_contraventions_fond@justice.gc.ca

- 4.3 Mississauga's coordinates and email address for communications are:

Carla Mariuz
 Manager, Prosecutions
 Legal Services, Office of the City Manager
 The Corporation of the City of Mississauga
 300 City Centre Drive
 Mississauga, ON L5B 3C1
 905-615-3200 ext. 4004
Carla.Mariuz@mississauga.ca

- 4.4 Notice will be considered as received four (4) working days after the day on which the Notice was sent.

Dispute Resolution

- 4.5 (1) If a disagreement or dispute arises out of this Agreement, acknowledging that such disagreement or dispute cannot involve the findings of an audit performed in conformity with clause 3.14 and following of this Agreement, Canada and Mississauga agree to meet to attempt to resolve the dispute through negotiation or another appropriate dispute resolution process, before resorting to litigation.

(2) All information exchanged during this meeting or any subsequent dispute resolution process, is regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by Canada and Mississauga and their Representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable is not rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

- 4.6 If the consultations provided for in clause 4.5 of this Agreement fail to resolve the disagreement or dispute, or the disagreement or dispute is still unresolved following a referral to another appropriate dispute resolution process under clause 4.5(1) of this Agreement, resolution of the disagreement or dispute shall then be the subject of consultations between the Minister of Justice and Attorney General of Canada and Mississauga for the purpose of resolving the disagreement or dispute.

Amendments to this Agreement

- 4.7 Canada and Mississauga may amend this Agreement from time to time by mutual agreement signed in writing by both parties prior to the termination of the Agreement.

Termination of this Agreement

- 4.8 Either party to this Agreement may terminate it, even in the absence of a breach of its provisions, by giving the other party written notice of termination. Termination shall take effect 180 calendar days following receipt of this notice.
- 4.9 Upon the expiry or termination of this Agreement, Mississauga shall provide a financial statement to Canada within 90 calendar days of such expiry or termination and agrees to repay to the Receiver General of Canada immediately all or any part of the yearly contribution it received from the *Contraventions Act* Fund under Schedule 2 that is unexpended and/or uncommitted.

4.10 Further to clause 4.9 of this Agreement, Canada agrees to pay Mississauga for all or any part of the yearly contribution it should receive from the *Contraventions Act* Fund under Schedule 2 necessary for processing the remaining Contraventions.

Transition Clause

4.11 Upon the expiry or termination of this Agreement, Mississauga's obligations concerning tickets issued in respect of Contraventions before the expiry or termination date shall continue to apply until these Contraventions have been paid, processed or subjected to a final decision by a court.

Survival

4.12 Subject to and without restricting the operation of any time delay set out in this Agreement, the following clauses shall survive the expiry or termination of this Agreement:

- Undertakings of Mississauga – clauses 2.4 to 2.6;
- Financial Statement – clauses 3.12 and 3.13
- Monitoring and Evaluation – clauses 3.19 to 3.21;
- Dispute Resolution – clauses 4.5 to 4.6;
- Survival – clause 4.12;
- Confidentiality – clause 4.13;
- Application of the Laws of Canada and the Province – clauses 4.15 and 4.16.

Confidentiality

4.13 Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, if Mississauga becomes aware of any information that Canada indicates is confidential, it will be treated as confidential by Mississauga, during and after the period of this Agreement.

Entire Agreement

4.14 This Agreement, which includes the Preamble and the attached Schedules, comprises the entire Agreement between Canada and Mississauga.

Conflict of Interest

4.15 Mississauga agrees and will ensure that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, S.C. 2006, c. 9, s. 2, the Office of the Senate Ethics Officer's *Ethics and Conflict of Interest Code for Senators*, the Office of the Conflict of Interest and Ethics Commissioner's *Conflict of Interest Code for Members of the House of Commons*, and the Treasury Board's *Values and Ethics Code for the Public Service* applies shall derive direct benefit from the funding Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

Application of the Laws of Canada and the Province

4.16 This Agreement shall be governed and construed in accordance with the laws of Canada and the Province of Ontario.

4.17 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, to any extent, the remaining provisions of this Agreement will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.

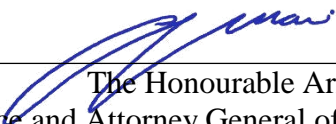
Coming into Effect

4.18 This Agreement is deemed to come into effect on the date provided under clause 2.1 of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement in duplicate.

This is page 10 of the *Contraventions Act* Administration and Enforcement Agreement between His Majesty the King in Right of Canada as represented by the Minister of Justice and Attorney General of Canada and the Corporation of the City of Mississauga as represented by the Mayor and Clerk of the City of Mississauga.

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the
Minister of Justice and Attorney General of Canada



The Honourable Arif Virani
Minister of Justice and Attorney General of Canada

September 20, 2023
Date

THE CORPORATION OF THE CITY OF MISSISSAUGA
as represented by the
Mayor and Clerk of the City of Mississauga

Bonnie Crombie
Mayor

Date

Diana Rusnov
Clerk and Director, Legislative Services

Date

Schedule 1

CONTRAVENTIONS ACT ADMINISTRATION AND ENFORCEMENT AGREEMENT

FEDERAL ACTS AND REGULATIONS APPLICABLE TO ONTARIO UNDER THE CONTRAVENTIONS REGULATIONS

In conformity with Canada's undertaking under Clause 2.2 of the *Contraventions Act Administration and Enforcement Agreement* between Canada and Mississauga, Canada provides Mississauga, with a list of federal statutes and regulations included in the *Contraventions Regulations* applicable to Ontario.

SCHEDULE I – CANADA MARINE ACT (S.C. 1998, c. 10)
Part I - Canada Marine Act, S.C. 1998, c. 10)
Part II – Port Authorities Operations Regulations, SOR/2000-55
Part II.1 – Public Ports and Public Port Facilities Regulations, SOR/2001-154
Part III – Seaway Property Regulations, SOR/2003-105
Part IV – Natural and Man-made Harbour Navigation and Use Regulations, SOR/2005-73
SCHEDULE I.01 – CANADA NATIONAL PARKS ACT (S.C. 2000, c. 32)
Part I.002 – National Historic Parks General Regulations, SOR/82-263
Part I.01 – National Historic Parks Wildlife and Domestic Animals Regulations, SOR/81-613
Part I.02 – National Parks of Canada Aircraft Access Regulations, SOR/97-150
Part I.1 – National Parks of Canada Camping Regulations, SOR/80-127
Part II – National Parks of Canada Domestic Animals Regulations, SOR/98-177
Part III – National Parks of Canada Fire Protection Regulations, SOR/80-946
Part IV – National Parks of Canada Fishing Regulations, C.R.C., c. 1120
Part V – National Parks of Canada Garbage Regulations, SOR/80-217
Part VI – National Parks General Regulations, SOR/78-213
Part VII – National Parks Highway Traffic Regulations, C.R.C., c. 1126
Part VIII – National Parks Wildlife Regulations, SOR/81-401
SCHEDULE I.1 – CANADA SHIPPING ACT, 2001 (S.C. 2001, c. 26)
Part I – Canada Shipping Act, 2001, S.C. 2001, c. 26
Part I.2 – Vessel Operation Restriction Regulations, SOR/2008-120
Part I.3 – Private Buoy Regulations, SOR/99-335
Part II – Small Vessel Regulations, SOR/2010-91
Part III – Collision Regulations, C.R.C., c. 1416
Part IV – Competency of Operators of Pleasure Craft Regulations, SOR/99-53
SCHEDULE I.2 – CANADA WILDLIFE ACT (R.S.C. 1985, c. W-9)
Part I – Wildlife Area Regulations, C.R.C., c. 1609
SCHEDULE I.3 – CANADIAN ENVIRONMENTAL PROTECTION ACT, 1999 (S.C. 1999, c. 33)
Part 0.1 – Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33
Part II – Benzene in Gasoline Regulations, SOR/97-493
Part VII – Ozone-depleting Substances and Halocarbon Alternatives Regulations, SOR/2016-137
Part VIII – Pulp and Paper Mill Defoamer and Wood Chip Regulations, SOR/92-268
Part IX – Pulp and Paper Mill Effluent Chlorinated Dioxins and Furans Regulations, SOR/92-267
Part X – Secondary Lead Smelter Release Regulations, SOR/91-155
Part XII – Contaminated Fuel Regulations, SOR/91-486
Part XXII – Export of Substances on the Export Control List Regulations, SOR/2013-88
Part XXIII – Multi-Sector Air Pollutants Regulations, SOR/2016-151
Part XXIV – New Substances Notification Regulations (Chemicals and Polymers), SOR/2005-247
Part XXV – Products Containing Mercury Regulations, SOR/2014-254
Part XXVI – Prohibition of Asbestos and Products Containing Asbestos Regulations, SOR/2018-196
Part XXVII – Prohibition of Certain Toxic Substances Regulations, 2012, SOR/2012-285

Part XXVIII – Regulations Limiting Carbon Dioxide Emissions from Natural Gas-fired Generation of Electricity, SOR/2018-261
Part XXIX – Regulations Respecting Reduction in the Release of Methane and Certain Volatile Organic Compounds (Upstream Oil and Gas Sector), SOR/2018-66
Part XXX – Reduction of Carbon Dioxide Emissions from Coal-Fired Generation of Electricity Regulations, SOR/2012-167
Part XXXI – Tributyltetradecylphosphonium Chloride Regulations, SOR/2000-66
Part XXXII – Formaldehyde Emissions from Composite Wood Products Regulations, SOR/2021-148

SCHEDULE II – DEPARTMENT OF TRANSPORT ACT (R.S.C. 1985, c. T-18)
Historic Canals Regulations, SOR/93-220

SCHEDULE II.1 – FISHERIES ACT (R.S.C. 1985, c. F-14)
Part 0.1 – Fisheries Act, R.S.C. 1985, c. F-14
Part II – Ontario Fishery Regulations, 2007, SOR/2007-237

SCHEDULE III – GOVERNMENT PROPERTY TRAFFIC ACT (R.S.C. 1985, c. G-6)
Part I – Airport Traffic Regulations, C.R.C., c. 886
Part II – Government Property Traffic Regulations, C.R.C., c. 887
Part III – Traffic on the Land Side of Airports Regulations, SOR/2006-102

SCHEDULE III.01 – MIGRATORY BIRDS CONVENTION ACT, 1994 (S.C. 1994, c. 22)
Part I – Migratory Birds Convention Act, 1994, S.C. 1994, c. 22
Part II – Migratory Birds Regulations, C.R.C., c. 1035
Part III – Migratory Birds Sanctuary Regulations, C.R.C., c. 1036

SCHEDULE III.1 – NATIONAL CAPITAL ACT (R.S.C. 1985, c. N-4)
Part II – National Capital Commission Animal Regulations, SOR/2002-164
Part III – National Capital Commission Traffic and Property Regulations, C.R.C., c. 1044

SCHEDULE V – WILD ANIMAL AND PLANT PROTECTION AND REGULATION OF INTERNATIONAL AND INTERPROVINCIAL TRADE ACT (S.C. 1992, c. 52)
Part I – Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, S.C. 1992, c. 52
Part II – Wild Animal and Plant Trade Regulations, SOR/96-263

SCHEDULE VI – NATIONAL DEFENCE ACT (R.S.C. 1985, c. N-5)
Part I – National Defence Act, R.S.C. 1985, c. N-5
Part II – Defence Controlled Access Area Regulations, SOR/86-957

SCHEDULE VII – NON-SMOKERS' HEALTH ACT (R.S.C. 1985, c. 15 (4th Supp.))
Non-smokers' Health Act, R.S.C. 1985, c. 15 (4 th Supp.)

SCHEDULE IX – RADIOCOMMUNICATION ACT, (R.S.C. 1985, c. R-2)
Part I – Radiocommunication Act, R.S.C. 1985, c. R-2
Part II – Radiocommunication Regulations, SOR/96-484

SCHEDULE X – RAILWAY SAFETY ACT, (R.S.C. 1985, c. 32 (4th Supp.))
Railway Safety Act, R.S.C. 1985, c. 32 (4 th Supp.)

SCHEDULE XIII – CANADIAN NAVIGABLE WATERS ACT (R.S.C. 1985, c. N-22)
Canadian Navigable Waters Act, R.S.C. 1985, c. N-22

SCHEDULE XIII.1 – TELECOMMUNICATIONS ACT (S.C. 1993, c. 38)
Part I – Telecommunications Act, S.C. 1993, c. 38

SCHEDULE XIV – TOBACCO AND VAPING PRODUCTS ACT (S.C. 1997, c. 13)
Tobacco and Vaping Products Act, S.C. 1997, c. 13

SCHEDULE XV – TRANSPORTATION OF DANGEROUS GOODS ACT, 1992 (S.C. 1992, c. 34)
Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34

SCHEDULE XVI – QUARANTINE ACT (S.C. 2005, c. 20)
Quarantine Act, S.C. 2005, c. 20

SCHEDULE XVII – AERONAUTICS ACT (R.S.C. 1985, c. A-2)
Canadian Aviation Regulations, R.S.C. 1985, c. A-2

Schedule 2

CONTRAVENTIONS ACT ADMINISTRATION AND ENFORCEMENT AGREEMENT

ELIGIBLE AND AGREED UPON EXPENDITURES OF MISSISSAUGA IN RELATION TO SOME UNDERTAKINGS UNDER PART II OF THIS AGREEMENT

Eligible Expenditures	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
In Court Services					
Bilingual Presiding Justice of the Peace and Provincial Court Judge, JP's Professional Services	\$126,019	\$128,539	\$131,110	\$133,732	\$136,407
Purchase of Recording and Facsimile, including Telephone and Maintenance	\$2,002	\$2,042	\$2,083	\$2,125	\$2,167
Bilingual Court Monitor/Clerk (salaries and travel for French sittings)	\$5,124	\$5,227	\$5,331	\$5,438	\$5,546
Interpretation Services	\$2,523	\$2,573	\$2,625	\$2,677	\$2,731
Out of Court Services					
Bilingual Staff (salaries/benefits)	\$38,717	\$39,491	\$40,281	\$41,087	\$41,908
Signage	\$1,568	\$1,599	\$1,631	\$1,663	\$1,697
Correspondence, Translation, related Communications	\$427	\$436	\$445	\$453	\$463
IT/Equipment including upgrades	\$8,000.00	\$8,160.00	\$8,323	\$8,490	\$8,659
Other Costs					
French Language Training Courses	\$1,200.00	\$1,224.00	\$1,248	\$1,273	\$1,299
Maximum Annual Amounts					
	\$185,580	\$189,291	\$193,077	\$196,938	\$200,877

Schedule 3

CONTRAVENTIONS ACT ADMINISTRATION AND ENFORCEMENT AGREEMENT

ADMINISTRATION REPORT TO CANADA – MISSISSAUGA

A. Information related to Tickets, Trials and Complaints concerning Non-Compliance with the *Official Languages Act and Regulations*—Clause 2.6.5 of this Agreement

Associated Provision	Type of Information relating to Contraventions	Number
2.6.5.1	Tickets issued specifying the Act or Regulations under which the offences were committed (please provide the breakdown according to Act or Regulations as an attachment to this Report)	_____
2.6.5.2	Tickets for which the fine was paid voluntarily	
2.6.5.3	Trials requested in French	
2.6.5.4	Trials requested in English	
2.6.5.5	Trials held in French	
2.6.5.6	Trials requested in French and scheduled but not held (with explanation ¹ to be provided in space below)	_____
2.6.5.7	Complaints concerning non-compliance to the <i>Official Languages Act</i> and <i>Official Languages Regulations</i>	_____

¹Explanation relating to trials requested in French but not held—Paragraph 2.6.5.6 of this Agreement):

B. Calculation of Fine Amounts Remitted to Canada in the Fiscal Year—Paragraph 2.6.5.8 of this Agreement

Amount of collected fines, fees and other charges imposed in respect of Contraventions, including those imposed pursuant to the <i>Provincial Offences Act</i> ¹	LESS	Costs in respect of the administration and enforcement of the <i>Contraventions Act</i> (Clause 2.6.1 of this Agreement)	EQUALS	Balance of revenues collected	DIVIDED BY 50%	Amount remitted to Canada
\$ _____	-	\$ _____	=	\$ _____	÷2	\$ _____

¹Canada expects that Mississauga withhold from this amount all administrative fees and charges of the Tickets pursuant to the *Provincial Offences Act*.