

The Electrical Licensing Regulations

being

Chapter E-7.2 Reg 4 (effective July 1, 2018).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER E-7.2 REG 4

The Electrical Licensing Act

Title

1 These regulations may be cited as *The Electrical Licensing Regulations*.

Definitions

2 In these regulations:

“Act” means *The Electrical Licensing Act*;

“agricultural production” means 1 or more of the following activities:

- (a) the growing of grains, fruits, vegetables, nursery products and forage products;
- (b) the raising of:
 - (i) cattle, sheep, hogs, horses or poultry; or
 - (ii) other animals for the purposes of producing food or fur;
- (c) the keeping of bees;

“farm” means a land holding that is:

- (a) located:
 - (i) in or outside the corporate limits of a city, town, village or other municipality within the meaning of *The Cities Act*, *The Municipalities Act* and *The Northern Municipalities Act, 2010*; or
 - (ii) within the boundaries of an area that is legally zoned for agricultural use; and
- (b) used and developed exclusively for the purposes of agricultural production;

“farm building” means a farm building as defined in *The Uniform Building and Accessibility Standards Act*;

“hazardous location” means a hazardous location as defined in the latest edition of the *Canadian Electrical Code* prescribed in the regulations made pursuant to *The Electrical Inspection Act, 1993*.

E-7.2 REG 4**ELECTRICAL LICENSING****Exemption from section 8 of Act**

3(1) Subsection 8(1) of the Act does not apply to work of single phase electrical installation that:

- (a) is performed:
 - (i) by an individual who operates a farm; and
 - (ii) on the premises of the farm mentioned in subclause (i) or within a farm building on the premises of that farm;
 - (b) does not exceed 200 amperes or 300 volts between phase conductors; and
 - (c) does not involve a hazardous location.
- (2) Nothing in subsection (1) relieves any person from compliance with the requirements of *The Electrical Inspection Act, 1993* and regulations made pursuant to that Act.

23 Mar 2018 cE-7.2 Reg 4 s3.

Exemption from subsections 15(4), 16(4), 17(8) and 23(4) of Act

4 Subsections 15(4), 16(4), 17(8) and 23(4) of the Act do not apply to the work of electrical installation at a job site as long as the number of unlicensed persons assisting each journeyman, restricted journeyman or holder of a limited contractor's licence, as the case may be, in doing that work does not exceed 2.

23 Mar 2018 cE-7.2 Reg 4 s4.

Fees

- 5(1)** An applicant for a licence shall pay the fee set out in Table 1 of Part 1 of the Appendix.
- (2)** The holder of a licence that is lost or destroyed may obtain a duplicate copy on payment of the fee set out in Table 1 of Part 1 of the Appendix.

23 Mar 2018 cE-7.2 Reg 4 s5.

Selection of term

6 An applicant for any of the following licences shall specify in the application whether a licence with a term of 1 year or 3 years is requested:

- (a) a restricted journeyman's licence;
- (b) a journeyman's licence;
- (c) a restricted contractor's licence;
- (d) a contractor's licence;
- (e) an employer's licence;
- (f) a supply house licence.

23 Mar 2018 cE-7.2 Reg 4 s6.

Expiry dates

- 7(1) The expiry date of a licence mentioned in section 6 is 1 year or 3 years, as requested by the applicant, from the date of issuance.
- (2) The expiry date of a temporary journeyman's licence is any date not more than 1 year from the date of issuance that the director may determine.
- (3) The expiry date of a limited contractor's licence is 1 year from the date of issuance.
- (4) The expiry date of a licence is to be shown on the licence.

23 Mar 2018 cE-7.2 Reg 4 s7.

Reinstatement fee

- 8 A person shall pay the reinstatement fee set out in Table 1 of Part 1 of the Appendix if:
- (a) the person's licence is suspended; and
 - (b) the person wishes to have his or her licence reinstated.

23 Mar 2018 cE-7.2 Reg 4 s8.

No refund

- 9 No refund is payable for fees paid pursuant to section 5 or 8.

23 Mar 2018 cE-7.2 Reg 4 s9.

Guarantee bond

- 10(1) The amount of the guarantee bond to be furnished to the ministry pursuant to section 14 of the Act by a person who applies for or who holds a contractor's licence, a restricted contractor's licence or a limited contractor's licence is to be:
- (a) subject to clause (b), \$10,000; or
 - (b) \$30,000, if the principal under the guarantee bond has had a claim against or paid under a guarantee bond.
- (2) The guarantee bond described in subsection (1) is to be in the form and contain the terms and conditions set out in Part 2 of the Appendix.

23 Mar 2018 cE-7.2 Reg 4 s10.

Surety

- 11 The surety under a guarantee bond is to be licensed to carry on business in Saskatchewan and to be acceptable to the ministry.

23 Mar 2018 cE-7.2 Reg 4 s11.

Claim against bond

- 12 If a claim is made against or paid under a guarantee bond, the principal under the guarantee bond shall immediately provide the ministry with a new guarantee bond in accordance with section 10.

23 Mar 2018 cE-7.2 Reg 4 s12.

E-7.2 REG 4**ELECTRICAL LICENSING****RRS c E-7.2 Reg 1 repealed**

13 *The Electrical Contractor's Guarantee Bond Regulations, 1988* are repealed.

23 Mar 2018 cE-7.2 Reg 4 s13.

RRS c E-7.2 Reg 3 repealed

14 *The Electrical Licensing Exemption Regulations* are repealed.

23 Mar 2018 cE-7.2 Reg 4 s14.

RRS c E-7.2 Reg 2 repealed

15 *The Electrical Licensing Fees Regulations* are repealed.

23 Mar 2018 cE-7.2 Reg 4 s15.

Transitional

16(1) In this section:

“**existing guarantee bond**” means a guarantee bond provided to the ministry pursuant to the former regulations that is in existence on the day before the coming into force of these regulations;

“**existing licence**” means a licence issued pursuant to the former regulations that is in existence on the day before the coming into force of these regulations;

“**former regulations**” means *The Electrical Contractor's Guarantee Bond Regulations, 1988* or *The Electrical Licensing Fees Regulations*, as the case may be.

(2) Every existing licence is continued pursuant to these regulations subject to the terms and conditions pursuant to which it was issued and may be dealt with pursuant to these regulations as if it were issued pursuant to these regulations.

(3) Every existing guarantee bond is continued pursuant to these regulations subject to the terms and conditions pursuant to which it was furnished and may be dealt with pursuant to these regulations as if it were furnished pursuant to these regulations.

23 Mar 2018 cE-7.2 Reg 4 s16.

Coming into force

17(1) Subject to subsection (2), these regulations come into force on July 1, 2018.

(2) If these regulations are filed with the Registrar of Regulations after July 1, 2018, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

23 Mar 2018 cE-7.2 Reg 4 s17.

Appendix
PART 1

Table
Table 1

[*Sections 5 and 8*]
Licence Fees

<i>Type of Licence</i>	<i>1-year Term</i>	<i>3-year Term</i>	<i>Duplicate</i>	<i>Reinstatement</i>
1. Temporary journeyman's licence	25	not available	25	50
2. Restricted journeyman's licence	25	75	25	50
3. Journeyman's licence	25	75	25	50
4. Limited contractor's licence	85	not available	25	50
5. Restricted contractor's licence	85	255	25	50
6. Contractor's licence	85	255	25	50
7. Employer's licence	85	255	25	50
8. Supply house licence	85	255	25	50

23 Mar 2018 cE-7.2 Reg 4.

PART 2
Electrical Contractor's Bond

I/we _____
(the Principal)

as Principal and _____
(the Surety)

as Surety are held and firmly bound to the Crown in right of Saskatchewan (*the Obligee*) in the sum of _____ dollars, to be paid to the Obligee, for which payment we jointly and severally bind ourselves, our executors, administrators, successors and assigns.

The terms and conditions of this bond are as follows:

1. The Principal, being a contractor within the meaning of *The Electrical Licensing Act (the Act)*, is required to provide and maintain security by way of a bond in the sum written above as required by the regulations made pursuant to the Act.
2. The Surety confirms that it is licensed to carry on business in Saskatchewan and that it is an insurer duly licensed and registered pursuant to *The Saskatchewan Insurance Act*.
3. The obligation set out in section 1 of this bond is subject to the condition that if the Principal complies with the provisions of *The Electrical Inspection Act, 1993* and the regulations made pursuant to that Act and with any municipal bylaws applicable to the work of electrical installation, the Principal's obligation shall be void, otherwise the Principal's obligation shall remain in full force and effect, unless and until the suretyship has been terminated in the manner set out in this bond.
4. If any defects are not remedied within the time specified in the notification by the chief inspector, the chief inspector may, in accordance with section 25 of the Act and section 12 of *The Electrical Licensing Regulations*, require the necessary corrective work to be done, or the electrical equipment supplied, by another contractor, and the cost of the work, including the costs incurred by the Saskatchewan Power Corporation in arranging for another contractor, and the electrical equipment is to be charged against the amount of this bond.
5. The Surety shall pay any and all claims pursuant to this bond within 60 days after the proofs of claims have been provided.
6. If the Surety intends to put an end to the suretyship hereby entered into, the Surety shall at any time give 60-days' notice in writing of its intention to put an end to the suretyship to all three of the following persons:
 - (a) the Principal;
 - (b) the director of licensing; and
 - (c) the chief inspector.

7. If the Surety gives notice in accordance with section 6 of this bond, this bond and all accruing responsibility on its part and of its funds and property shall, as of the 60th day after the day on which notice is given, cease and terminate with respect to any acts or defaults of the Principal subsequent to the termination, but the Surety and its funds and property are and remain liable for all or any deeds, acts or defaults done or committed by the Principal in operating as a contractor from the commencement of the period of this bond up to the termination.

8. The total liability imposed on the Principal or Surety by this bond and any and all renewal(s) and extension(s) shall be concurrent and not cumulative and shall in no event exceed the sum written above or the amount substituted for that sum by any endorsement agreement.

Sealed with the respective seals of the Principal and of the Surety and dated the _____ day of _____, 20 ____.

SIGNED, SEALED AND DELIVERED in the presence of:

(If Principal is an individual)

Principal	Witness	<i>(affix seal here)</i>
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Surety	Witness	<i>(affix seal here)</i>
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(If Principal is a partnership)

Name of firm _____	
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Principal (<i>Authorized Officer</i>)	Witness	<i>(affix seal here)</i>
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Surety	Witness	<i>(affix seal here)</i>
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(If Principal is a corporation)

Name of corporation _____	
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Principal (<i>Authorized Officer</i>)	Witness	<i>(affix seal here)</i>
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Surety	Witness	<i>(affix seal here)</i>
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