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PART II/PARTIE II

REVISED REGULATIONS OF SASKATCHEWAN/ RÈGLEMENTS RÉVISÉS DE LA SASKATCHEWAN

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January 4, 2019

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CHAPTER A-10 REG 2*The Agricultural Implements Act*

Section 53

Order in Council 23/2019, dated January 22, 2019

(Filed January 22, 2019)

PART 1

Preliminary Matters**Title**

1 These regulations may be cited as *The Agricultural Implements Regulations, 2019*.

Definitions and interpretation

2(1) In these regulations:

“**Act**” means *The Agricultural Implements Act*;

“**implement**” means any implement, equipment or machine with a selling price of \$10,000 or more that is used or intended for use for agricultural purposes, except:

- (a) motor trucks;
- (b) tractors under 40 brake horsepower and their attachments;
- (c) stationary internal combustion engines and hydraulic and electric motors that are sold separate from an implement;
- (d) snowmobiles and power toboggans; and
- (e) all implements that are sold for industrial purposes and that are subject to:
 - (i) the goods and services tax imposed by the Government of Canada; or
 - (ii) the tax imposed pursuant to *The Provincial Sales Tax Act*;

“**licence**” means a licence issued pursuant to section 26 of the Act;

“**model year**”, with respect to an implement, subject to subsection (2), means the model year of the implement as designated by the manufacturer of that implement.

(2) For the purposes of the definition of “model year” in subsection (1), if no model year of an implement is designated by the manufacturer of that implement, the model year is:

- (a) the year in which the implement was manufactured, if the implement was manufactured between January 1 and October 31; or
- (b) the year after the year in which the implement was manufactured, if the implement was manufactured between November 1 and December 31.

(3) For the purposes of subsection (2), an implement is deemed to be manufactured on a certain date if the manufacturing of that implement is completed on that date.

PART 2
Contract for Sale

Form of contract

3(1) Every contract for the sale of:

- (a) a new implement is to be in Form A of the Appendix;
- (b) a used implement is to be in Form B of the Appendix.

(2) If a warranty contained in Form A conflicts with a warranty provided in the Act, the warranty provided in the Act prevails.

(3) A lease or lease-purchase must set out all the terms and conditions of the agreement, including the following:

- (a) the name and address of the purchaser, dealer and financial institution;
- (b) a detailed description of each implement purchased, leased, lease-purchased or given in trade, including the serial and model numbers if available;
- (c) the nature and duration of all warranties given in connection with the implement;
- (d) the length of the trial period and the procedure for a purchaser to reject an implement during the trial period;
- (e) the intended purpose for which the implement will be used;
- (f) that:
 - (i) the date an implement is first used is deemed to be the date of first use in the season of use; and
 - (ii) the warranty is registered as of the date of first use of the implement.

PART 3
Licences

Application and licence fee

4 The fee payable for a licence is \$100 and must accompany the application for the licence.

Refund of fee

5(1) If a licence is not issued, the licence fee must be refunded to the applicant.

(2) If a licence is issued to a dealer and the dealer ceases to offer for sale, sell, lease or lease-purchase implements during the licence year, the dealer is not entitled to any refund of the licence fee for that licence year.

Licence year

6 The licence year commences on April 1 in one year and ends on March 31 in the following year.

Display of licence

7 Every dealer shall display the dealer's licence in the dealer's place of business so that the licence is clearly visible and available for inspection by any person.

Licence not transferable

8 A licence is not transferable.

Licence required for each separate place of business

9(1) In this section, "**separate place of business**" means the lands and buildings from which the dealer offers for sale, sells, leases or lease-purchases agricultural implements or parts and includes the following:

- (a) the dealer's office;
- (b) the sales area;
- (c) the showroom display and storage lot;
- (d) the parts storage and sales area, warehouse workshop and service facilities;
- (e) a separate, distinct storage or display lot;
- (f) a warehouse;
- (g) a temporary exhibit;
- (h) a mobile display;
- (i) in the case of an itinerant salesperson working from the dealer's place of business, the itinerant salesperson's vehicle;
- (j) any combination of the locations listed above that meets the requirements for licensing.

(2) If in the opinion of the minister a dealer operates more than one separate place of business, the dealer shall secure a licence for each separate place of business.

Eligibility for licence

10 In addition to the other requirements of the Act and these regulations, to be eligible for and maintain a licence a dealer shall:

- (a) carry on business during normal business hours and days of the week;
- (b) have adequate service equipment, personnel and facilities to service implements that the dealer sells, offers for sale, leases or lease-purchases; and
- (c) maintain adequate parts in stock.

Scope of licence

11 A licence authorizes a dealer to offer for sale, sell, lease or lease-purchase only those implements or parts supplied by a distributor listed in the dealer's application for a licence.

Renewal of licence

12(1) If a dealer holds a licence for the current year, the minister shall send a notice to renew and an application for a licence to the dealer on or before the expiry date of the dealer's licence.

(2) If a dealer does not submit the dealer's application for a licence by April 15 following the date on which the dealer's licence expires, the minister shall send the dealer another notice to renew the licence by May 1.

(3) If notice is given pursuant to subsection (2) and the dealer has not submitted an application for a licence by May 15, the minister shall:

- (a) notify the dealer that the dealer's licence has terminated and that the dealer can no longer operate as a dealer in Saskatchewan; and
- (b) provide a copy of the notice to each affected distributor.

Notice re unlicensed dealer

13 A notice pursuant to subsection 26(7) of the Act must:

- (a) be sent:
 - (i) by prepaid registered mail; or
 - (ii) if the person to whom the notice is sent has provided the minister with an email address for service, by email to that email address; and
- (b) include a copy of section 26 of the Act.

PART 4
Hearings

Notice of hearing re compensation

14 Unless all of the persons entitled to notice agree to a shorter notice period, the board shall give at least 14 days' notice of a hearing with respect to an application for compensation, including the date, time and place of the hearing, to each of the following:

- (a) the distributor named in the application;
- (b) the dealer named in the application;
- (c) the farmer who issued the claim.

PART 5
Unused Implements or Parts

Definitions – section 50 of Act and in these regulations

15 In section 50 of the Act and in these regulations:

“**allowance**” means the amount of money paid to a dealer or credited to a dealer's account by a supplier with respect to the purchase by the dealer of a part or quantity of parts or an implement or quantity of implements, and includes a discount, bonus or rebate or other type of payment that results in a reduction in the cost of that part or implement to the dealer;

“current net price” means the price payable for an unused part or implement by a dealer as shown in the supplier’s current price list, without taking into account any allowance granted by the supplier;

“end use” means the agricultural purpose for which an implement is used;

“first use” means the date when a producer first uses an implement for agricultural purposes;

“leased implement” means an implement that is being leased or lease-purchased to a producer at the supplier’s request or with the supplier’s approval;

“season of use” means the season in which an agricultural implement is normally used for intended agricultural practices;

“supplier’s current price list” means the latest comprehensive price list of the supplier that includes all parts or implements that may be ordered by a dealer from the supplier, including parts that are ordered from the supplier that are shipped directly to the dealer from a third party;

“unused implement” means:

- (a) an implement that has been used for demonstration purposes at the supplier’s request or with the supplier’s approval; and
- (b) an implement that is not a used implement, whether or not the implement has received pre-delivery services;

“unused part” means a part or parts assembly that has not been used, but does not include the following:

- (a) a part that has been broken or severely damaged;
- (b) a parts assembly that is incomplete and that cannot be completed pursuant to section 16 at reasonable expense;
- (c) a part or parts assembly that has been removed from an implement and replaced at no cost to the dealer for parts under a modification or warranty substitution program;
- (d) a seal made of rubber;
- (e) a hose made of rubber;
- (f) a gasket made of cork or a composition of materials;
- (g) a liquid chemical that has deteriorated and is of limited use;

“used implement” means an implement that has been operated for a distance, or for a period of time, in excess of that required to deliver the implement to the dealer or to enable the dealer to service, prepare and operate the implement for the purposes of sale, and does not include an implement that has been used for demonstration purposes at the supplier’s request or with the supplier’s approval.

Deduction in amount payable to dealer

16 The reasonable cost to the supplier of supplying and installing any missing or damaged part may be deducted by the supplier from the amount payable to the dealer for an unused implement or unused part.

Service of notice to purchase

17 A notice to purchase mentioned in subsection 50(2) of the Act must:

- (a) be personally served on the supplier or an officer, agent or employee of the supplier; or
- (b) be sent by prepaid registered mail to the supplier.

PART 6
General

Prescribed percentage

18 For the purposes of subsection 14(2) of the Act, the prescribed percentage is 25%.

Service by email

19 For the purposes of subclauses 10(7)(a)(ii) and (b)(ii), clauses 10.1(4)(c) and 12(5)(b), subclause 39(b)(iii) and section 52.1 of the Act, a notice, order, decision or other document required to be given or served may be served by email to the last email address provided by the person to be served.

PART 7
Repeal and Coming into Force

RRS c A-10 Reg 1 repealed

20 *The Agricultural Implements Regulations, 1982* are repealed.

Coming into force

21 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

Appendix

**FORM A
CONTRACT FOR THE SALE OF A NEW FARM IMPLEMENT**

Dealer's Name:		Purchaser's Name:	
Address:	Postal Code:	Address:	Postal Code:
Licence Number:		Date:	
Distributor's Name:		Address:	Postal Code:

1 The dealer and the purchaser agree to the terms and conditions of this contract covering the purchase of the new implement(s) and extra equipment [extra equipment includes all attachments or accessories to the implement(s)] described at the price set forth in this contract or in the attached schedule that is initialled by both parties and that forms part of this contract. Delivery date of the implement(s) and extra equipment is to be made not later than the _____ day of _____ 20____ (referred to in this contract as the delivery date)
F.O.B. _____.

2 DESCRIPTION AND PRICE OF IMPLEMENT(S)

Implement Type	Make	Model	Size	Serial No.	Model Year	List Price
Extra Equipment						

3 DESCRIPTION AND VALUE OF TRADE-IN

Implement Type	Make	Model	Size	Serial No.	Market Value	Trade-in Value
Extra Equipment						

4 Add: Transportation Costs	\$
Other Charges	\$
Delivered List Price	\$
5 Deduct Discount (if any)	\$
6 Total Cash Price	\$
7 Add: Property Insurance Fees	\$
Credit Life Insurance Fees	\$
Other Fees	\$
Specify	\$
Total Fees	\$
8 Total Cash Price-inc. fees	\$
9 Deduct Net Trade-in	\$
Cash Payment	\$
Other Credit	\$
Total Payment	\$
10 Unpaid balance	\$

Total Trade-in Allowance \$
 Less Owing to \$
 Net Trade-in (to clause 9) \$
 The purchaser certifies that the trade-in is free of all liens and encumbrances except as shown above.
11 Cost of borrowing \$
12 Time balance (10 and 11) \$
13 Cost of borrowing _____ per cent per annum on the unpaid balance from time to time
14 Cost of borrowing begins
15 The above implement(s) are purchased on the following terms (check one):

- Cash
- Security Agreement
- Promissory Note(s) bearing interest at _____ per cent per annum before maturity and at _____ per cent per annum after maturity.

The purchaser shall pay the unpaid balance, if not paid in cash, as per terms of the Security Agreement or Promissory Note(s) or true copy that is attached and that forms part of this contract.

16 The dealer and distributor warrant that the implement(s) is capable of developing _____ power at:

power take off; drawbar; or _____ (check one) if properly maintained and operated under suitable conditions.

17 The above implement(s) will perform well the work or functions for which it was intended and that principally includes:

18 The trial period under this contract must be the earlier of:

(i) the first 10 days of use by the purchaser during the season of use; and

(ii) the first 50 hours of use by the purchaser during the season of use.

19 If the implement(s) is not delivered to the purchaser on or before the delivery date stated in this contract or any extension of this contract mutually agreed on in writing, the purchaser may terminate this contract by giving notice in writing to the dealer. On termination of the contract the dealer shall return to the purchaser any moneys paid, discharge any security interest taken, and return in the same condition the implement(s) traded in as listed above, but if the trade-in cannot be returned in the same condition as received, the dealer shall pay to the purchaser the sum indicated as **market value** above. Time is of the essence.

20 This contract is made pursuant to and subject to *The Agricultural Implements Act* (Saskatchewan) and is deemed to be made and is to be interpreted and enforced according to the laws of the Province of Saskatchewan.

21 The purchaser certifies that the implement(s) will be used exclusively for agricultural purposes. The farmstead of the purchaser is located on Sec. _____; T. _____; R. _____; W. _____.

Dealer or Authorized Agent's Signature

Purchaser's Signature(s)

BACK OF FORM A

The Agricultural Implements Act provides the following statutory warranties:

Warranties re sale of new implement

36(1) Every contract for the sale of a new implement is deemed to include the express joint and several warranties on the part of the dealer and the distributor that are mentioned in this section.

- (2) The warranties mentioned in this section are to apply for the longer of:
 - (a) one year from the date of first use of the new implement; and
 - (b) any longer period that is provided by this Act or is set out in the sales contract.
- (3) Every contract for the sale of a new implement is deemed to include a warranty that the new implement is well-made and of good materials.
- (4) Every contract for the sale of a new implement is deemed to include a warranty that, if the new implement is properly used and operated, it will perform well the work for which it is intended.
- (5) Every contract for the sale of a new implement is deemed to include a warranty that the purchaser may do the things mentioned in subsection (6) if:
 - (a) the new implement does not perform well the work for which it is intended within a period that is the earlier of:
 - (i) the first 10 days of use by the purchaser during the season of use; and
 - (ii) the first 50 hours of use by the purchaser during the season of use;
 - (b) within the period mentioned in clause (a), the purchaser gives written notice to the dealer at the address given for the dealer in the sales contract, or to the distributor, that the implement does not work well; and
 - (c) within a period of seven days following receipt of the written notice mentioned in clause (b), the dealer or the distributor does not make the implement perform well the work for which it is intended.
- (6) In the circumstances mentioned in subsection (5):
 - (a) the purchaser may, by giving written notice to the dealer or the distributor within the three days immediately following the seven-day period mentioned in clause (5)(c), reject the implement; and
 - (b) if the purchaser rejects the implement in accordance with clause (a):
 - (i) the sales contract is ended;
 - (ii) the purchaser is entitled to a return of any moneys paid or notes given by the purchaser for the purchase of the implement and of the freight charges paid by the purchaser; and

(iii) if any goods have been taken in trade by the dealer, the dealer shall:

(A) return those goods to the purchaser; or

(B) if the goods cannot be returned in the same condition or have been sold to a third party, pay to the purchaser the amount of the fair market value of those goods.

(7) Notwithstanding subsections (5) and (6), the purchaser is deemed to forfeit the purchaser's right to reject an implement if the purchaser fails to give either of the written notices within the period mentioned in those subsections, unless the dealer or distributor either before or after the expiration of the period does any act or engages in any conduct that leads the purchaser to believe that the written notices are not required to be given or had been given.

(8) If the dealer is required pursuant to subsection (6) to return any goods given in trade by the purchaser but has, before the termination of the sale contract, incurred costs or performed work in repairing or reconditioning those goods, the dealer may refuse to return those goods until:

(a) the purchaser has paid for the reasonable costs of the repairs or reconditioning, including labour costs that must be determined using:

(i) the usual rate charged by that dealer at the time; and

(ii) a reasonable time charged for doing the work; or

(b) arrangements satisfactory to the dealer have been made for the payment of those costs.

(9) Every contract for the sale of a new implement is deemed to include a provision that if, within the seven-day period mentioned in clause (5)(c), the dealer or distributor makes the new implement perform well the work for which it is intended and if the purchaser's failure to make the implement perform well was due to the purchaser's own improper management or want of skill in operating the implement, the purchaser shall pay the expenses incurred by the dealer or distributor in making the implement work well.

(10) Every contract for the sale of a new implement is deemed to include a warranty that:

(a) the new implement will be durable if used under fit and suitable conditions and kept with proper care;

(b) parts proving defective will be replaced free of charge on return of the defective parts to the dealer's place of business or to the distributor;

(c) if the purchaser returns the new implement to the dealer's place of business, the dealer will install the new parts without charge; and

(d) all parts replaced within the warranty period are durable for the duration of the original warranty period mentioned in subsection (2) or for 90 days from the date of installation, whichever is longer.

(11) Every contract for the sale of a new implement is deemed to include a warranty that, for a period of 10 years from the date of sale indicated on the sales contract:

- (a) all necessary parts for the implement will be kept by the distributor in Saskatchewan; and
- (b) the purchaser will be able to obtain all necessary parts within a reasonable time at the distributor's place of business.

The Agricultural Implements Act provides the following regarding emergency repair service and parts:

Provisions respecting emergency repair service and parts

33(1) Where, within 10 years of the date of its sale as a new implement, an implement breaks down during the season of use and cannot be operated to perform, with reasonable efficiency, the intended functions set out in the contract of purchase, the dealer and the distributor shall provide to the purchaser emergency parts service for the implement.

(2) Where parts are required for emergency repairs, the purchaser shall, when ordering the parts, notify the dealer that the parts are required for emergency repairs and the dealer shall identify the order as an emergency order and indicate thereon the date and time the order was placed and provide the purchaser with a copy of the order.

(3) Where the purchaser has, under subsection (2), notified the dealer that parts are required for emergency repairs, the dealer shall notify the distributor to that effect.

(4) If a purchaser orders parts for emergency repairs, the dealer and the distributor shall ensure that those parts are available at the dealer's place of business within 72 hours from the time the order was made, not including holidays, unless delivery of the parts cannot be made within that period because of strikes or other conditions beyond the control of the dealer and the distributor.

(5) Repealed.

(6) Any extra costs in excess of the current list price charged to a purchaser for obtaining parts shall be shown separately on the invoice or bill to the purchaser and no such extra cost shall be included as part of the price of the parts.

(7) Where a dealer or distributor from whom a purchaser orders parts fails to obtain those parts within the time specified in subsection (4), the dealer and distributor are jointly and severally liable, except where delivery of the parts cannot be made because of conditions beyond the control of the dealer and the distributor, to pay to the purchaser an amount equal to one-half of the normal rental rate applicable for the implement from the date of the expiry of the time limit for delivery to the date on which those parts are made available to the purchaser at the dealer's place of business.

(8) The payment under subsection (7) shall be made only for the time during which the implement would normally have been used.

(9) In lieu of making payments as set out in subsections (7) and (8), the dealer and distributor may:

(a) supply the purchaser with another implement that is suitable and capable of functioning properly; and

(b) if the dealer and distributor supply the purchaser with another implement pursuant to clause (a), charge the purchaser rental for that implement, to a maximum of one-half of the normal rental rate for that implement.

(9.1) The dealer and distributor are jointly responsible for supplying the replacement equipment and are to bear equally the cost imposed on them pursuant to subsection (9) of supplying the replacement equipment.

(9.2) Replacement equipment may be supplied:

(a) by the dealer or distributor; or

(b) if the dealer or distributor chooses not to supply the replacement equipment, by another supplier at the expense of the dealer and distributor.

(9.3) In subsections (9.1) and (9.2), **“replacement equipment”** means an implement supplied pursuant to subsection (9).

(10) The normal rental rates mentioned in this section shall be those established by the board.

FORM B
CONTRACT FOR SALE OF A SECOND HAND OR USED FARM IMPLEMENT

Dealer's Name:		Purchaser's Name:	
Address:	Postal Code:	Address:	Postal Code:
Licence Number:		Date:	
Distributor's Name:		Address:	Postal Code:

1 The dealer and the purchaser agree to the terms and conditions of this contract covering the purchase of the second hand or used implement(s) and extra equipment [extra equipment includes all attachments or accessories to the implement(s)] described at the price set forth in this contract or in the attached schedule that is initialled by both parties and that forms part of this contract. Delivery date of the implement(s) and extra equipment is to be made not later than the _____ day of _____ 20____ (referred to in this contract as the delivery date) F.O.B. _____.

2 DESCRIPTION AND PRICE OF IMPLEMENT(S)

Implement Type	Make	Model	Size	Serial No.	Model Year	List Price
Extra Equipment						

3 DESCRIPTION AND VALUE OF TRADE-IN

Implement Type	Make	Model	Size	Serial No.	Market Value	Trade-in Value
Extra Equipment						

4 Add: Transportation Costs \$
 Other Charges \$
 Delivered List Price \$
5 Deduct Discount (if any) \$
6 Total Cash Price \$
7 Add: Property Insurance Fees \$
 Credit Life Insurance Fees \$
 Other Fees \$
 Specify
Total Fees \$
8 Total Cash Price-inc. fees \$
9 Deduct Net Trade-in \$
 Cash Payment \$
 Other Credit \$
Total Payment \$
10 Unpaid balance \$

Total Trade-in Allowance \$
 Less Owing to \$
 Net Trade-in (to clause 9) \$

The purchaser certifies that the trade-in is free of all liens and encumbrances except as shown above.

11 Cost of borrowing \$

12 Time balance (10 and 11) \$

13 Cost of borrowing _____ per cent per annum on the unpaid balance from time to time

14 Cost of borrowing begins

15 The above implement(s) are purchased on the following terms (check one):

Cash

- Security Agreement
- Promissory Note(s) bearing interest at _____ per cent per annum before maturity and at _____ per cent per annum after maturity.

The purchaser shall pay the unpaid balance, if not paid in cash, as per terms of the Security Agreement or Promissory Note(s) or true copy that is attached and that forms part of this contract.

16 If the implement(s) is not delivered to the purchaser on or before the delivery date stated in this contract or any extension of this contract mutually agreed on in writing, the purchaser may terminate this contract by giving notice in writing to the dealer. On termination of the contract the dealer shall return to the purchaser any moneys paid, discharge any security interest taken, and return in the same condition the implement(s) traded in as listed above, but if the trade-in cannot be returned in the same condition as received, the dealer shall pay to the purchaser the sum indicated as **market value** above. Time is of the essence.

17

WARRANTY	
To be completed per warranty agreed on. If warranty does not apply check "No Warranty".	
NO WARRANTY	<input type="checkbox"/>
WARRANTY	_____

18 This contract is made pursuant to and subject to *The Agricultural Implements Act* (Saskatchewan) and is deemed to be made and is to be interpreted and enforced according to the laws of the Province of Saskatchewan.

19 The purchaser certifies that the implement(s) will be used exclusively for agricultural purposes. The farmstead of the purchaser is located on Sec. _____ ; T. _____ ; R. _____ ; W. _____ .

Dealer or Authorized Agent's Signature

Purchaser's Signature(s)

BACK OF FORM B

EMERGENCY REPAIR PARTS SERVICE

The Agricultural Implements Act in respect of emergency repair service and parts provides as follows:

- 33(1)** Where, within 10 years of the date of its sale as a new implement an implement breaks down during the season of use and cannot be operated to perform, with reasonable efficiency, the intended functions set out in the contract of purchase, the dealer and the distributor shall provide to the purchaser emergency parts service for the implement.
- (2) Where parts are required for emergency repairs, the purchaser shall, when ordering the parts, notify the dealer that the parts are required for emergency repairs and the dealer shall identify the order as an emergency order and indicate thereon the date and time the order was placed and provide the purchaser with a copy of the order.
- (3) Where the purchaser has, under subsection (2), notified the dealer that parts are required for emergency repairs, the dealer shall notify the distributor to that effect.
- (4) If a purchaser orders parts for emergency repairs, the dealer and the distributor shall ensure that those parts are available at the dealer's place of business within 72 hours from the time the order was made, not including holidays, unless delivery of the parts cannot be made within that period because of strikes or other conditions beyond the control of the dealer and the distributor.
- (5) Repealed.
- (6) Any extra costs in excess of the current list price charged to a purchaser for obtaining parts shall be shown separately on the invoice or bill to the purchaser and no such extra cost shall be included as part of the price of the parts.
- (7) Where a dealer or distributor from whom a purchaser orders parts fails to obtain those parts within the time specified in subsection (4), the dealer and distributor are jointly and severally liable, except where delivery of the parts cannot be made because of conditions beyond the control of the dealer and the distributor, to pay to the purchaser an amount equal to one-half of the normal rental rate applicable for the implement from the date of the expiry of the time limit for delivery to the date on which those parts are made available to the purchaser at the dealer's place of business.
- (8) The payment under subsection (7) shall be made only for the time during which the implement would normally have been used.

(9) In lieu of making payments as set out in subsections (7) and (8), the dealer and distributor may:

(a) supply the purchaser with another implement that is suitable and capable of functioning properly; and

(b) if the dealer and distributor supply the purchaser with another implement pursuant to clause (a), charge the purchaser rental for that implement, to a maximum of one-half of the normal rental rate for that implement.

(9.1) The dealer and distributor are jointly responsible for supplying the replacement equipment and are to bear equally the cost imposed on them pursuant to subsection (9) of supplying the replacement equipment.

(9.2) Replacement equipment may be supplied:

(a) by the dealer or distributor; or

(b) if the dealer or distributor chooses not to supply the replacement equipment, by another supplier at the expense of the dealer and distributor.

(9.3) In subsections (9.1) and (9.2), **“replacement equipment”** means an implement supplied pursuant to subsection (9).

(10) The normal rental rates mentioned in this section shall be those established by the board.

CHAPTER C-42.1 REG 2
The Court of Appeal Act, 2000

CHAPITRE C-42.1 RÈGL. 2
Loi de 2000 sur la Cour d'appel

CHAPTER C-42.1 REG 2*The Court of Appeal Act, 2000*

Section 21

Order in Council 17/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Court of Appeal Fees Regulations, 2019*.

Registrar's fees

2(1) The fee payable to the registrar for a service set out in Table 1 of the Appendix is the fee set out in the table opposite that service.

(2) Notwithstanding subsection (1):

(a) no hearing fee is payable to the registrar;

(b) no fee is payable to the registrar by counsel representing the Minister of Justice and Attorney General of Saskatchewan; and

(c) if the appeal involves a criminal matter, no fee is payable to the registrar by a party to the appeal for any service mentioned in Items 1 to 11 of Table 1 of the Appendix.

Fees payable in advance

3 All fees payable to the registrar are payable in advance unless other arrangements are made with the registrar.

RRS c C-42.1 Reg 1 repealed

4 *The Court of Appeal Fees Regulations, 2000* are repealed.

Coming into force

5(1) Subject to subsection (2), these regulations come into force on February 1, 2019.

(2) If these regulations are filed with the Registrar of Regulations after February 1, 2019, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

CHAPITRE C-42.1 RÉGL. 2*Loi de 2000 sur la Cour d'appel*

Article 21

Décret 17/2019, en date du 22 janvier 2019

(Déposé le 22 janvier 2019)

Titre**1** *Règlement de 2019 sur les droits à payer à la Cour d'appel.***Droits à payer au registraire****2(1)** Le droit à payer au registraire pour un service mentionné au barème 1 de l'appendice est celui qui est mentionné au barème en regard de ce service.**(2)** Malgré le paragraphe (1) :

- a) aucun droit d'audience n'est à payer au registraire;
- b) aucun droit n'est à payer au registraire par les avocats qui représentent le ministre de la Justice et procureur général de la Saskatchewan;
- c) si l'appel se rapporte à une affaire criminelle, aucun droit n'est à payer au registraire par une partie à l'appel pour un service mentionné aux postes 1 à 11 du barème 1 de l'appendice.

Droits payables d'avance**3** Tous les droits à payer au registraire sont payables d'avance, sauf autres dispositions prises avec celui-ci.**Abrogation de RRS c C-42.1 Règl 1****4** Le *Règlement de 2000 sur les droits payables à la Cour d'appel* est abrogé.**Entrée en vigueur****5(1)** Sous réserve du paragraphe (2), le présent règlement entre en vigueur le 1^{er} février 2019.**(2)** Le présent règlement entre en vigueur à la date de son dépôt auprès du registraire des règlements, si ce dépôt intervient après le 1^{er} février 2019.

Appendix

TABLE 1
[Section 2]

Registrar's Fees

Item	Service	Fee (\$)
1	Filing a notice of appeal	200
2	Filing an appellant's appeal book and factum	100
3	Issuing a formal judgment or order	20
4	Filing a notice of motion	25
5	Filing a cross-appeal	80
6	Certified copy of a document	10
7	Appointment for taxation of costs	20
8	Issuing a certificate of taxation of costs	20
9	Name search of a civil file by a non-party	20
10	Issuing a search certificate respecting a search of a civil file (in addition to the fee required by item 9)	20
11	Civil file inspection	\$20 flat fee for the first file, plus \$1 per file for bulk inspections
12	Photocopies	\$1 per page
13	Sending or receiving an electronic copy of a court document	\$1 per page
14	Record suspension application	100
15	United States waiver application	75

Appendice

BARÈME 1

[Article 2]

Droits à payer au registraire

Poste	Service	Droit (\$)
1	Dépôt d'un avis d'appel	200
2	Dépôt du dossier d'appel et du mémoire de l'appelant	100
3	Délivrer un dispositif de jugement ou d'ordonnance	20
4	Dépôt d'un avis de motion	25
5	Dépôt d'un appel incident	80
6	Copie certifiée d'un document	10
7	Obtention d'une taxation des dépens	20
8	Délivrer un certificat de taxation des dépens	20
9	Recherche de nom par un tiers dans un dossier civil	20
10	Délivrer un certificat de recherche à l'égard d'un dossier civil (en plus du droit prévu au poste 9)	20
11	Inspection de dossiers civils	Droit fixe de 20 \$ pour le premier dossier, plus 1 \$ par dossier pour inspections en bloc
12	Photocopies	1 \$ par page
13	Envoi ou réception d'une copie électronique d'un document judiciaire	1 \$ par page
14	Inscrire une demande de suspension	100
15	Demander un <i>waiver</i> américain	75

SASKATCHEWAN REGULATIONS 2/2019*The Insurance Act*

Sections 1-17, 2-46, 7-27, 8-212 and 10-48

Order in Council 16/2019, dated January 22, 2019

(Filed January 22, 2019)

Title**1** These regulations may be cited as *The Insurance Amendment Regulations, 2019*.**RRS c I-9.11 Reg 1 amended****2** *The Insurance Regulations* are amended in the manner set forth in these regulations.**Section 1-5 amended****3 The following subsections are added after subsection 1-5(3):****“(4)** Subject to subsection (5), Divisions 11 and 12 of Part III of the Act do not apply to the Federation.**“(5)** As a condition of being exempted from complying with Divisions 11 and 12 of Part III of the Act, the Federation must invest only in accordance with the *Pension Benefits Standards Regulations, 1985* (Canada)”.**New section 2-0.1****4 The following section is added before section 2-1:****“Licensing requirement – foreign company****2-0.1** For the purposes of subsection 2-5(1.1) of the Act, an applicant that is an insurer mentioned in clause 2-4(1)(f) of the Act shall apply as a federally authorized company”.**New section 2-5.1****5 The following section is added after section 2-5:****“Prohibited activity****2-5.1(1)** In this section:**‘eligible period’** means the period commencing on the day on which a contract of insurance for life insurance takes effect and ending on the day on which the last person whose life is insured by the contract reaches the age of 120;**‘life insurance premium’** means the premium under a contract of insurance for life insurance but does not include any amount paid, transferred, credited or deposited to a side account;**‘side account’** means an account associated with a life insurance policy that holds amounts in excess of the maximum amount permitted to be held in a life insurance policy that is exempt from accrual taxation pursuant to the *Income Tax Act* (Canada);**‘variable insurance contract’** means a variable insurance contract as defined in section 3-8 of the Act.

(2) Subject to subsection (3), for the purposes of clause 2-28(1)(e) of the Act, with respect to a contract of insurance for life insurance, during the eligible period:

(a) no licensed insurer shall receive or accept for deposit funds or payments in excess of the amount required to pay the life insurance premium for the eligible period; and

(b) with respect to a contract of insurance for life insurance that is not exempt from accrual taxation pursuant to the *Income Tax Act* (Canada), no licensed insurer shall receive or accept for deposit funds or payments in excess of the life insurance premium required to keep the contract of insurance for life insurance in force until the end of the eligible period.

(3) This section does not apply to a variable insurance contract.

(4) Each contract of insurance for life insurance issued by a licensed insurer is deemed to contain the restrictions set out in this section”.

New section 7-0.1

6 The following section is added before section 7-1:

“Premium refund – exemption

7-0.1 Subsections 7-5(2) and (3) of the Act do not apply to a contract of insurance for life insurance”.

New section 7-2

7 Section 7-2 is repealed and the following substituted:

“Disclosure of name – advertising and general correspondence

7-2 For the purposes of section 7-11 of the Act, a licensed insurer or insurance intermediary is not required to provide an address or telephone number of its chief office in Saskatchewan or of its head office outside of Saskatchewan, as the case may be, on any advertising, correspondence, contracts of insurance, policies or applications if the licensed insurer or insurance intermediary provides both of the following on all of those materials:

(a) a toll-free telephone number that is accessible from within Saskatchewan; and

(b) a website that is accessible from within Saskatchewan”.

Section 7-3 amended

8 Section 7-3 is amended:

(a) by renumbering it as subsection 7-3(1); and

(b) by adding the following subsection after subsection (1):

“(2) Subsection 7-17(3) of the Act does not apply to a contract of insurance for the following:

(a) life insurance;

(b) accident and sickness insurance”.

Section 7-5 amended

9 Section 7-5 is amended by adding “life or for” before “accident”:

- (a) in clause (a); and
- (b) in clause (b).

New section 7-7

10 The following section is added after section 7-6:

“Direct selling through electronic media

7-7 Insurers and insurance intermediaries that sell insurance through electronic media shall disclose in writing to the prospective insured or the insured the following:

“Individual circumstances may vary. You may wish to contact the licensed insurer’s representative or a licensed insurance agent if you need advice about your insurance needs.”.

New section 8-13.1

11 The following section is added after section 8-13:

“Deemed notice – persons insurable

8-13.1 For the purposes of subsection 8-108(2) of the Act, notice is deemed to have been given and the written notice requirement does not apply:

- (a) if the person whose life is insured provides evidence of insurability directly to the insurer; or
- (b) if the person whose life is insured is a minor or dependant and:
 - (i) all parents or guardians sign the application or policy; or
 - (ii) the purchaser of the policy provides evidence satisfactory to the insurer that all parents or guardians are aware of the insurance being purchased”.

Section 8-18 amended

12 Section 8-18 is amended by adding “and sickness” after “contracts of accident”.

New section 8-19.1

13 The following section is added after section 8-19:

“Deemed notice and exemption

8-19.1(1) Subject to subsection (2), for the purposes of subsection 8-171(2) of the Act, notice is deemed to have been given and the written notice requirement does not apply:

- (a) if the person whose life or well-being or both is insured provides evidence of insurability directly to the insurer; or
- (b) if the person whose life or well-being or both is insured is a minor or dependant and:
 - (i) all parents or guardians sign the application or policy; or
 - (ii) the purchaser of the policy provides evidence satisfactory to the insurer that all parents or guardians are aware of the insurance being purchased.

(2) Subsection 8-171(2) of the Act does not apply to a contract of insurance that provides health benefits only.

(3) For the purposes of subsection (2), ‘**health benefits**’ means benefits provided under a policy of accident and sickness insurance other than life insurance”.

New sections 11-2.1 to 11-2.6

14 The following sections are added after section 11-2:

“Transitional – application of section 8-28 of the Act

11-2.1(1) In this section and in sections 11-2.2 to 11-2.4, ‘**former Act**’ means *The Saskatchewan Insurance Act* as that Act existed on the day before the coming into force of section 1-1 of the Act.

(2) Section 8-28 of the Act does not apply to contracts of fire insurance entered into before the day on which that section comes into force.

(3) Section 128 of the former Act continues to apply to contracts mentioned in subsection (2).

“Transitional – application of section 8-32 of the Act

11-2.2(1) Section 8-32 of the Act and section 8-5 of these regulations do not apply to contracts of insurance to which Part IV of the former Act applies that were entered into before the day on which section 8-32 of the Act comes into force.

(2) Section 131 of the former Act continues to apply to contracts mentioned in subsection (1).

“Transitional – application of sections 8-41 and 8-42 of the Act

11-2.3(1) Sections 8-41 and 8-42 of the Act do not apply to contracts of automobile insurance entered into before the day on which those sections of the Act come into force.

(2) Sections 192 and 193 of the former Act continue to apply to contracts mentioned in subsection (1).

“Transitional – application of sections 8-165 to 8-167 of the Act

11-2.4(1) Sections 8-165, 8-166 and 8-167 of the Act do not apply to contracts of accident and sickness insurance entered into before the day on which those sections of the Act come into force.

(2) Sections 233, 234 and 235 of the former Act continue to apply to contracts mentioned in subsection (1).

“Transitional – application of certain provisions of the Act

11-2.5 The following provisions of the Act apply only to contracts of insurance entered into on or after the day on which the provision comes into force:

- (a) subsection 8-104(3);
- (b) clauses 8-105(f), (g) and (h);
- (c) clauses 8-106(1)(d), (e), (f) and (g);
- (d) subsection 8-160(3);

- (e) clauses 8-161(f) and (g);
- (f) clauses 8-164(1)(d), (e), (f) and (g);
- (g) section 8-204.

“Transitional – application of sections 8-120, 8-162 and 8-163 of the Act

11-2.6(1) In this section, **‘replacement’** means the replacement of a contract of group insurance by another contract of group insurance as described in subsection 8-120(4) or 8-163(1) of the Act.

(2) Subject to subsection (3), sections 8-120, 8-162 and 8-163 of the Act apply with respect to contracts of group insurance entered into before, on or after the day on which section 1-1 of the Act comes into force.

(3) Sections 8-120, 8-162 and 8-163 of the Act apply only if the following occurs on or after the day on which section 1-1 of the Act comes into force:

- (a) the termination or replacement of a contract of group insurance;
- (b) the termination or replacement of a benefit provision in a contract of group insurance”.

Section 11-6 amended

15 Section 11-6 is amended by striking out “section 1” and substituting “section 1-1”.

Coming into force

16 These regulations come into force on the day on which section 1-1 of *The Insurance Act* comes into force.

**SASKATCHEWAN
REGULATIONS 3/2019**

The Queen's Bench Act, 1998

**RÈGLEMENT DE LA
SASKATCHEWAN 3/2019**

*Loi de 1998 sur la Cour du Banc
de la Reine*

SASKATCHEWAN REGULATIONS 3/2019*The Queen's Bench Act, 1998*

Section 109

Order in Council 18/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Queen's Bench Amendment Regulations, 2019*.

RRS c Q-1.01 Reg 1 amended

2 *The Queen's Bench Regulations* are amended in the manner set forth in these regulations.

Section 2 amended

3 Subsection 2(1) is amended by repealing the definition of "professional witness" and substituting the following:

" 'professional witness' means a witness who is called to give evidence in consequence of professional services rendered by him or her and who is:

- (a) a lawyer;
- (b) a professional engineer;
- (c) a surveyor;
- (d) a chartered accountant, certified general accountant or certified management accountant;
- (e) an architect;
- (f) a dentist;
- (g) a veterinary surgeon;
- (h) a psychologist;
- (i) a member of a profession not mentioned in clauses (a) to (h) and who, with leave of the judge hearing the action, is called to give expert evidence; or
- (j) any other person called to give expert evidence, with leave of the judge hearing the action; (« *témoïn professionnel* »).

New sections 9 and 10

4 Sections 9 and 10 are repealed and the following substituted:

"Local registrars' fees

9(1) The fees payable to local registrars are set out in Tables 1, 2 and 3.

(2) The fee payable to a local registrar with respect to a matter tried in the Provincial Court of Saskatchewan pursuant to *The Small Claims Act, 2016* and not specifically provided for in Table 2 is the fee set out in Table 1 for a similar service.

RÈGLEMENT DE LA SASKATCHEWAN 3/2019*Loi de 1998 sur la Cour du Banc de la Reine*

Article 109

Décret 18/2019, en date du 22 janvier 2019

(Déposé le 22 janvier 2019)

Titre**1** *Règlement modificatif de 2019 sur la Cour du Banc de la Reine.***Modification de RRS c Q-1.01 Règl 1****2** Le *Règlement sur la Cour du Banc de la Reine* est modifié de la manière énoncée dans le présent règlement.**Modification de l'article 2****3** Le **paragraphe 2(1) est modifié par abrogation de la définition de « témoin professionnel » et son remplacement par ce qui suit :**

« **«témoin professionnel»** Témoin appelé à témoigner par suite des services professionnels qu'il a rendus et qui est, selon le cas :

- a) avocat;
- b) ingénieur;
- c) arpenteur;
- d) comptable agréé, comptable général accrédité ou comptable en management accrédité;
- e) architecte;
- f) dentiste;
- g) médecin vétérinaire;
- h) psychologue;
- i) membre d'une profession non visée aux alinéas a) à h) appelé, avec l'autorisation du juge saisi de l'action, pour rendre un témoignage d'expert;
- j) toute autre personne appelée, avec l'autorisation du juge saisi de l'action, pour rendre un témoignage d'expert (*«professional witness»*).

Nouveaux articles 9 et 10**4** **Les articles 9 et 10 sont abrogés et remplacés par ce qui suit :****« Droits à payer aux registraires locaux****9(1)** Les droits à payer aux registraires locaux sont énoncés aux barèmes 1, 2 et 3.

(2) Tout droit à payer à un registraire local relativement à une affaire jugée par la Cour provinciale de la Saskatchewan sous le régime de la *Loi de 2016 sur les petites créances* qui n'est pas prévu expressément au barème 2 est celui énoncé au barème 1 pour un service semblable.

(3) The fee payable to a local registrar with respect to an order made pursuant to *The Residential Tenancies Act, 2006* and not specifically provided for in Table 3 is the fee set out in Table 1 for a similar service.

(4) Notwithstanding subsection (1), no fee is payable to a local registrar:

(a) by counsel representing the Minister of Justice and Attorney General of Saskatchewan; or

(b) by a party to a criminal matter for any service mentioned in Items 1 to 25 of Table 1.

“Sheriffs’ fees

10(1) Subject to subsection (2) and (3), the fees payable to sheriffs with respect to the following matters are the fees set out in Table 4:

(a) matters of the court;

(b) matters tried in the Provincial Court of Saskatchewan pursuant to *The Small Claims Act, 2016*;

(c) matters pursuant to *The Residential Tenancies Act, 2006*.

(2) Sheriffs are entitled to payment for all disbursements properly incurred.

(3) Sheriffs are entitled to an additional transportation fee for each kilometre travelled by the sheriff in execution of the sheriff’s duties at twice the rate approved for members of the public service of Saskatchewan using a privately owned vehicle on government business, with a minimum charge of \$10 in each case”.

Section 13 amended

5(1) Subsections 13(1) and (2) are repealed and the following substituted:

“(1) Subject to subsection 16(3), no fee is payable to a witness other than the following witnesses:

(a) a professional witness;

(b) a consultant called to give expert evidence;

(c) a physician or surgeon.

“(2) The fee payable for attendance in court to a professional witness or to a consultant called to give expert evidence is \$75 for each hour or part of an hour”.

(2) Subsection 13(4) is amended by striking out “Executive Director of Public Prosecutions” and substituting “Assistant Deputy Attorney General”.

(3) Tout droit à payer à un registraire local relativement à une ordonnance rendue sous le régime de la loi intitulée *The Residential Tenancies Act, 2006* qui n'est pas prévu expressément au barème 3 est celui énoncé au barème 1 pour un service semblable.

(4) Malgré le paragraphe (1), aucun droit n'est à payer à un registraire local :

- a) par les avocats qui représentent le ministre de la Justice et procureur général de la Saskatchewan;
- b) par une partie à une affaire criminelle pour les services mentionnés aux postes 1 à 25 du barème 1.

« **Droits à payer aux shérifs**

10(1) Sous réserve des paragraphes (2) et (3), les droits à payer aux shérifs relativement aux affaires qui suivent sont ceux énoncés au barème 4 :

- a) les affaires ressortissant à la Cour;
- b) les affaires jugées par la Cour provinciale de la Saskatchewan sous le régime de la *Loi de 2016 sur les petites créances*;
- c) les affaires régies par la loi intitulée *The Residential Tenancies Act, 2006*.

(2) Les shérifs ont droit au recouvrement de tous les débours qu'ils ont régulièrement engagés.

(3) Les shérifs ont droit à une indemnité additionnelle de déplacement pour chaque kilomètre parcouru dans l'accomplissement de leurs fonctions, au double du taux approuvé pour les membres de la fonction publique de la Saskatchewan qui utilisent un véhicule privé en service commandé, moyennant des frais minimaux de 10 \$ dans chaque cas ».

Modification de l'article 13

5(1) Les paragraphes 13(1) et (2) sont abrogés et remplacés par ce qui suit :

« (1) Sous réserve du paragraphe 16(3), aucune indemnité n'est à payer à un témoin, sauf aux témoins suivants :

- a) un témoin professionnel;
- b) un consultant appelé à rendre un témoignage d'expert;
- c) un médecin ou un chirurgien.

« (2) L'indemnité à payer pour comparution en cour à un témoin professionnel ou à un consultant appelé à rendre un témoignage d'expert est de 75 \$ l'heure entière ou partielle ».

(2) Le paragraphe 13(4) est modifié par suppression de « Executive Director of Public Prosecutions » et son remplacement par « sous-procureur général adjoint ».

Section 14 amended**6 Section 14 is amended:**

- (a) in clause (a) by striking out “\$100” and substituting “\$150”; and
- (b) in clause (b) by striking out “\$250” and substituting “\$300”.

Section 15 amended**7 Section 15 is amended:**

- (a) by renumbering it as subsection 15(1);
- (b) in subsection (1) by striking out “\$17.50” and substituting “\$30”; and
- (c) by adding the following subsection after subsection (1):

“(2) If notice of an adjournment or a cancellation is not provided to an interpreter at least 2 business days before the date of the scheduled court appearance, the interpreter is entitled to payment of \$300 unless the interpreter is offered work for the same day and for an equal or greater number of hours as the scheduled court appearance”.

Section 16 amended**8(1) Subsection 16(1) is amended:**

- (a) in clause (a) by adding “of Saskatchewan” after “public service”; and
- (b) in clause (b) by adding “of Saskatchewan” after “public service”.

(2) Subsection 16(2) is amended:

- (a) by repealing clause (a) and substituting the following:

“(a) 100% of the rate approved for those expenses incurred by members of the public service of Saskatchewan, if the witness or interpreter uses a private vehicle”; and

- (b) in clause (b) by adding “of Saskatchewan” after “public service”.

(3) Subsection 16(3) is amended in the portion preceding clause (a) by adding “or any person designated in writing by the Deputy Minister of Justice” after “the Deputy Minister of Justice”.

Modification de l'article 14**6 L'article 14 est modifié :**

- a) à l'alinéa a) par suppression de « 100 \$ » et son remplacement par « 150 \$ »;
- b) à l'alinéa b) par suppression de « 250 \$ » et son remplacement par « 300 \$ ».

Modification de l'article 15**7 L'article 15 est modifié :**

- a) par remplacement de son numéro par le numéro de paragraphe 15(1);
- b) au paragraphe (1) par suppression de « 17,50 \$ » et son remplacement par « 30 \$ »;
- c) par insertion du paragraphe suivant après le paragraphe (1) :

« (2) Si préavis d'un ajournement ou d'une annulation ne lui est pas donné au moins 2 jours ouvrables avant la date prévue pour la comparution en cour, l'interprète a droit à une indemnité de 300 \$, sauf s'il reçoit un mandat pour le même jour et pour un nombre d'heures au moins égal à celui qui avait été prévu pour la comparution en cour ».

Modification de l'article 16**8(1) Le paragraphe 16(1) est modifié :**

- a) à l'alinéa a) par insertion de « de la Saskatchewan » après « fonction publique »;
- b) à l'alinéa b) par insertion de « de la Saskatchewan » après « fonction publique ».

(2) Le paragraphe 16(2) est modifié :

- a) par abrogation de l'alinéa a) et son remplacement par ce qui suit :
 - « a) soit au taux entier approuvé pour ce type de dépenses engagées par les membres de la fonction publique de la Saskatchewan, s'il utilise un véhicule privé »;
- b) à l'alinéa b) par insertion de « de la Saskatchewan » après « fonction publique ».

(3) Le paragraphe 16(3) est modifié dans le passage précédant l'alinéa a) par insertion de « ou la personne désignée par écrit par lui » après « le sous-ministre de la Justice ».

Appendix, new Part II

9 Part II of the Appendix is repealed and the following substituted:**“PART II
Tables****“TABLE 1
[Section 9]****Registrar’s and Local Registrars’ Fees**

Item	Service	Fee (\$)
1	Commencement of: (a) an action or matter requiring mediation (section 42 of the Act and section 5 of these regulations) (b) an action or matter not requiring mediation (section 42 of the Act and section 5 of these regulations) except item 17 (c) a petition for divorce (DIV) (d) a petition in any other family law proceeding (FLD)	300 200 300 200
2	Filing a defence or answer (including counterclaim, cross-claim, third party claim) respecting: (a) an action or matter requiring mediation (section 42 of the Act and section 5 of these regulations) (b) an action or matter not requiring mediation (section 42 of the Act and section 5 of the regulations) (c) a petition for divorce (DIV) (d) a petition in any other family law proceeding (FLD)	150 80 150 80
3	Amending pleadings	35
4	Transfer of action or matter to another judicial centre	20
5	Noting an action in default of defence	30
6	Filing an interim application with or without notice	20
7	Late filing of affidavit or other document in support of chambers application	20
8	Payment into and out of court (excluding maintenance and jury deposits)	20
9	Setting case conference or case management conference	75
10	Setting pre-trial conference or post-pleading conference	75

Appendice, nouvelle partie II

9 La partie II de l'Appendice est abrogée et remplacée par ce qui suit :

**« PARTIE II
Barèmes**

**« BARÈME 1
[Article 9]**

Droits à payer au registraire et aux registraires locaux

Poste	Service	Droit (\$)
1	Introduction : a) d'une action ou d'une affaire requérant de la médiation (article 42 de la Loi et article 5 du présent règlement) b) d'une action ou d'une affaire ne requérant pas de la médiation (article 42 de la Loi et article 5 du présent règlement), excepté le poste 17 c) d'une requête en divorce (DIV) d) d'une requête dans toute autre instance en matière familiale (IMF)	300 200 300 200
2	Dépôt d'une défense ou d'une réponse (y compris une demande reconventionnelle, une demande contre défendeurs ou une mise en cause) concernant : a) une action ou une affaire requérant de la médiation (article 42 de la Loi et article 5 du présent règlement) b) une action ou une affaire ne requérant pas de la médiation (article 42 de la Loi et article 5 du présent règlement) c) une requête en divorce (DIV) d) une requête dans toute autre instance en matière familiale (IMF)	150 80 150 80
3	Modifier des plaidoiries	35
4	Transfert d'une action ou d'une affaire à un autre centre judiciaire	20
5	Constater le défaut du défendeur	30
6	Dépôt d'une requête provisoire, avec ou sans préavis	20
7	Dépôt tardif d'un affidavit ou de quelque autre document à l'appui d'une requête en cabinet	20
8	Consignation en justice et versement des sommes consignées (sauf les dépôts pour entretien et pour jury)	20
9	Aménager une conférence d'instance ou une conférence de gestion d'instance	75
10	Aménager une conférence préparatoire ou post-plaidoiries	75

Item	Service	Fee (\$)
11	Late filing of pre-trial brief	20
12	Setting trial (jury or judge alone)	100
13	Filing a demand for a jury	100
14	Issuing a subpoena	10
15	Hearing fee at trial after first day	100 per day or part of a day
16	Entering an order or judgment	20
17	Filing a judgment, decree, or any other order, from another court or pursuant to statutory authority	20
18	Filing notice of application for judgment in contested family law proceeding	95
19	Filing application for judgment in uncontested family law proceeding	95
20	Examining bond or affidavit, settling judgment or order, inquiry or taking accounts pursuant to an order (including a certificate or report required)	100 per day or part of a day
21	Issuing notice of appointment for assessment of costs	10
22	Assessment of costs (except a default judgment)	100 per day or part of a day
23	Assessment of estate accounts	200
24	Name search of a civil file by a non-party	20 per judicial centre
25	Civil file inspection	20 flat fee for first file, plus \$1 per file for bulk inspections

Poste	Service	Droit (\$)
11	Dépôt tardif du mémoire préparatoire au procès	20
12	Aménager un procès (avec ou sans jury)	100
13	Dépôt d'une demande de procès devant jury	100
14	Émission d'une assignation	10
15	Droit d'audience au procès après le premier jour	100 par journée entière ou partielle
16	Inscription d'une ordonnance ou d'un jugement	20
17	Dépôt d'un jugement ou d'une ordonnance émanant d'un autre tribunal judiciaire ou autorisé par une loi	20
18	Dépôt d'un avis de requête de jugement dans une instance contestée en matière familiale	95
19	Dépôt d'une requête de jugement dans une instance non contestée en matière familiale	95
20	Examiner un cautionnement ou un affidavit, régler le jugement ou l'ordonnance, tenir une enquête ou une reddition de comptes à la suite d'une ordonnance (y compris l'établissement d'un certificat ou d'un rapport requis)	100 par journée entière ou partielle
21	Délivrer un avis de séance pour liquidation des dépens	10
22	Liquidation des dépens (sauf pour jugement par défaut)	100 par journée entière ou partielle
23	Liquidation des comptes de succession	200
24	Recherche de nom par un tiers dans un dossier civil	20 par centre judiciaire
25	Inspection de dossiers civils	Droit fixe de 20 \$ pour le premier dossier, plus 1 \$ par dossier pour inspections en bloc

Item	Service	Fee (\$)
26	Assessment of lawyer's bill of fees or disbursements pursuant to <i>The Legal Profession Act, 1990</i>	300
27	Electronic transfer of court hearing	20 for first day and \$10 for each additional day
28	Certified copy of a document	10 per copy
29	Any certificate not otherwise provided for	10
30	Photocopies	1 per page
31	Sending or receiving electronic copy of a court document	1 per page
32	Record suspension application	100
33	United States waiver application	75

“TABLE 2
[Section 9]

**Registrar's and Local Registrars' Fees in
Matters Tried Pursuant to *The Small Claims Act, 2016***

Item	Service	Fee (\$)
1	Transfer of action from Small Claims Court:	
	(a) commencement of an action	200
	(b) filing a defence or answer if no fees have been paid to Small Claims Court	150
	(c) filing a defence or answer if fee for filing a reply has been paid to Small Claims Court	100
2	Filing a certificate of judgment of Small Claims Court	20
3	Filing a notice of appeal to the court or filing an application to set aside judgment	100
4	Filing an application for an extension of time within which to appeal or to file a transcript of evidence heard in Small Claims Court	20

Poste	Service	Droit (\$)
26	Liquidation de la note d'honoraires ou de débours de l'avocat sous le régime de la loi intitulée <i>The Legal Profession Act, 1990</i>	300
27	Transfert électronique d'une audience judiciaire	20 pour le premier jour et 10 \$ par jour additionnel
28	Copie certifiée d'un document	10 par copie
29	Tout autre certificat	10
30	Photocopies	1 par page
31	Envoi ou réception d'une copie électronique d'un document judiciaire	1 par page
32	Inscrire une demande de suspension	100
33	Demander un waiver américain	75

« BARÈME 2
[Article 9]

Droits à payer au registraire et aux registraires locaux dans des affaires jugées sous le régime de la *Loi de 2016 sur les petites créances*

Poste	Service	Droit (\$)
1	Transfert d'une action de la Cour des petites créances :	
	a) pour introduire une action	200
	b) pour déposer une défense ou une réponse, si aucun droit n'a été payé à la Cour des petites créances	150
	c) pour déposer une défense ou une réponse, si un droit de dépôt a été payé à la Cour des petites créances	100
2	Dépôt d'un certificat de jugement émanant de la Cour des petites créances	20
3	Dépôt d'un avis d'appel à la Cour ou dépôt d'une requête en annulation d'un jugement	100
4	Dépôt d'une requête en prorogation du délai d'appel ou du délai de dépôt d'une transcription de la preuve entendue à la Cour des petites créances	20

“TABLE 3
[Section 9]

Local Registrars’ Fees in Matters Pursuant to *The Residential Tenancies Act, 2006*

Item	Service	Fee (\$)
1	Filing an order of a hearing officer or the Director of Residential Tenancies pursuant to <i>The Residential Tenancies Act, 2006</i>	20
2	Filing a notice of appeal to the court	100

“TABLE 4
[Section 10]

Sheriffs’ Fees

Item	Service	Fee (\$)
1	Service: (a) receiving, filing and serving on one person and returning any process together with an affidavit of service or attempted service, whether service is by mail or in person (i) in the event of personal service, for any time spent by the sheriff to effect service (b) each additional party served, whether service is by mail or in person, at the same location as service is made pursuant to item (a)	100 50 per sheriff per hour or part of an hour 50
2	Arrest or execution on goods and chattels or land: (a) each arrest, writ of replevin, writ of delivery or similar writ or order and return (i) if the sheriff’s time exceeds 1 hour (b) attending, investigating, inventorying, cataloguing, taking possession and preparing for sale	150 50 per sheriff per additional hour or part of an hour 50 per sheriff per hour or part of an hour

« BARÈME 3
[Article 9]

**Droits à payer aux registraires locaux dans des affaires régies par
la loi intitulée *The Residential Tenancies Act, 2006***

Poste	Service	Droit (\$)
1	Dépôt de l'ordonnance d'un agent d'audience ou du directeur des locations à usage d'habitation, que régit la loi intitulée <i>The Residential Tenancies Act, 2006</i>	20
2	Dépôt d'un avis d'appel à la Cour	100

« BARÈME 4
[Article 10]

Droits à payer aux shérifs

Poste	Service	Droit (\$)
1	<p>Signification :</p> <p>a) pour réception, dépôt et signification à une personne, et rapport d'exécution (avec affidavit de signification) ou de tentative d'exécution, qu'il s'agisse d'une signification par courrier ou à personne</p> <p style="padding-left: 40px;">(i) en cas de signification à personne, pour le temps mis par le shérif à effectuer la signification</p> <p>b) pour chaque partie additionnelle recevant la signification – par courriel ou à personne – au même lieu que celui de la signification prévue à a)</p>	<p>100</p> <p>50 par shérif par heure entière ou partielle</p> <p>50</p>
2	<p>Arrestation, ou exécution à l'aide de biens mobiliers ou immobiliers :</p> <p>a) pour chaque arrestation, bref de <i>replevin</i>, bref de restitution ou autre bref ou ordonnance semblable, et rapport</p> <p style="padding-left: 40px;">(i) si le shérif y met plus d'une heure</p> <p>b) assister à la vente, faire enquête, faire l'inventaire, cataloguer, prendre possession et se préparer pour la vente</p>	<p>150</p> <p>50 par shérif par heure additionnelle entière ou partielle</p> <p>50 par shérif par heure entière ou partielle</p>

Item	Service	Fee (\$)
3	Executing a writ of possession, delivery and return, including any order made pursuant to <i>The Residential Tenancies Act, 2006</i> (a) if the sheriff's time exceeds 1 hour	150 50 per sheriff per additional hour or part of an hour
4	Services with respect to judicial sales of land pursuant to a court order (a) plus a fee for time spent executing the sale, whether sale proceeds or not	500 50 per sheriff per hour or part of an hour
5	Interpleader application, including preparation and service of documents on one party and attendance in chambers	400
6	Sheriff's file inspection	20 flat fee for first file, plus \$1 for each additional file
7	Preparing certificate of search result	20
8	Preparing affidavit (other than of service) or letter written as requested by a party	50
9	Summoning of a jury	500
10	Cancellation of a jury trial if a demand for jury is withdrawn after a jury has been summoned by the sheriff	250

Poste	Service	Droit (\$)
3	Exécuter un bref de mise en possession, restituer la possession et en faire rapport, y compris à l'égard d'une ordonnance rendue sous le régime de la loi intitulée <i>The Residential Tenancies Act, 2006</i> a) si le shérif y met plus d'une heure	150 50 par shérif par heure additionnelle entière ou partielle
4	Services relatifs aux ventes judiciaires de biens-fonds ordonnées par la Cour a) plus un droit pour le temps d'exécution de la vente, fructueuse ou non	500 50 par shérif par heure entière ou partielle
5	Requête d'entreplaiderie, y compris la préparation des documents, leur signification à une partie et la comparution à l'audience en cabinet	400
6	Inspection de dossier par le shérif	Droit fixe de 20 \$ pour le premier dossier, plus 1 \$ pour chaque dossier additionnel
7	Préparer un certificat de résultat de recherche	20
8	Préparer un affidavit (autre que l'affidavit de signification) ou une lettre écrite à la demande d'une partie	50
9	Convocation d'un jury	500
10	Annulation d'un procès devant jury, si la demande de procès devant jury est retirée après la convocation d'un jury par le shérif	250

“TABLE 5
[Section 12]

Fees for Transcript Services

Item	Service	Fee (\$)
1	Trial transcript preparation, maximum fee per page or portion of page:	
	(a) original (electronic or paper format)	3
	(b) expedited original prepared in:	
	(i) 2-4 business days	7.50
	(ii) 5-9 business days	6.75
	(iii) 10-19 business days	6.15
	(c) copy (electronic or paper format)	0.30
2	If trial transcript is provided on computer disc	20

“TABLE 6
[Section 13]

Tariff of Fees for Physicians and Surgeons in Criminal Proceedings

Item	Service	Fee (\$)
		General Practitioner/ Specialist
1	Testimony (includes preparation, pretrial briefing and waiting time):	
	(a) for the first hour or part of the first hour	250
	(b) if testimony is more than one hour, for each subsequent quarter hour or major portion of a quarter hour	60
2	Cancellation Notice – for failure to give notification of adjournment or cancellation to the practitioner’s office at least 2 business days before the date of the scheduled court appearance	200

”.

Coming into force

10(1) Subject to subsection (2), these regulations come into force on February 1, 2019.

(2) If these regulations are filed with the Registrar of Regulations after February 1, 2019, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

« BARÈME 5
[Article 12]

Droits exigibles pour services de transcription

Poste	Service	Droit (\$)
1	Préparation de la transcription du procès, droit maximal par page entière ou partielle :	
	a) pour l'original (électronique ou papier)	3
	b) pour l'original en service accéléré de :	
	(i) 2-4 jours ouvrables	7.50
	(ii) 5-9 jours ouvrables	6.75
	(iii) 10-19 jours ouvrables	6.15
	c) pour une copie (électronique ou papier)	0.30
2	Si la transcription du procès est remise sur disquette	20

« BARÈME 6
[Article 13]

Tarif des honoraires des médecins et chirurgiens au criminel

Poste	Service	Droit (\$) Omnipraticien / spécialiste
1	Témoignage (y compris la préparation, le breffage préparatoire au procès et les délais d'attente) :	
	a) pour la première heure entière ou partielle	250
	b) si le témoignage dure plus d'une heure, pour chaque quart d'heure supplémentaire, en entier ou en majeure partie	60
2	Avis d'annulation - pour défaut de notification d'un ajournement ou d'une annulation au cabinet du praticien au moins 2 jours ouvrables avant la date prévue pour la comparution en cour	200

».

Entrée en vigueur

10(1) Sous réserve du paragraphe (2), le présent règlement entre en vigueur le 1^{er} février 2019.

(2) Le présent règlement entre en vigueur à la date de son dépôt auprès du registraire des règlements, si ce dépôt intervient après le 1^{er} février 2019.

SASKATCHEWAN REGULATIONS 4/2019

The Enforcement of Money Judgments Act

Section 125

Order in Council 19/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Enforcement of Money Judgments Amendment Regulations, 2019*.

RRS c E-9.22 Reg 1, new Appendix

2 **The Appendix of *The Enforcement of Money Judgments Regulations* is repealed and the following substituted:**

**“Appendix
TABLE 1**

The Enforcement of Money Judgments Act

[Section 19 of these regulations and subsection 38(3) of the Act]

FEES AND COSTS OF SHERIFFS' ENFORCEMENT SERVICES

(1) In this Table, “**Form**” means a Form established pursuant to clause 124.1(2)(a) of the Act.

Item	Service Category	Service	Fee (\$)
1	Service	(a) receiving, filing and serving on one person and returning any process together with an affidavit of service or attempted service, whether service is by mail or in person (i) in the event of personal service, for any time spent by the sheriff to effect service (b) each additional party served, whether service is by mail or in person, at the same location as service is made pursuant to item (a)	100 50 per sheriff per hour or part of an hour 50
2	Disclosure	(a) producing Notice to Complete Sheriff's Questionnaire, Notice to Third Party to Complete Sheriff's Questionnaire or Notice of an Appointment for Examination [Form D, E, F]	20
		(b) receiving and keeping record of written request for disclosure from enforcing judgment creditor and disclosing information to enforcing judgment creditor	20

Item	Service Category	Service	Fee (\$)
3	Registration	preparing and filing registration, amending or discharging in the registry for enforcing judgment creditor (in addition to the registry fee)	20
4	Enforcement	(a) receiving and keeping record of enforcement instructions: (i) if amount of judgment unpaid at the date of the enforcement instruction is more than \$10,000 (ii) if amount of judgment unpaid at the date of the enforcement instructions is \$10,000 or less (b) receiving and keeping record of supplementary enforcement instructions: (i) if amount of judgment unpaid at the date of the enforcement instruction is more than \$10,000 (ii) if amount of judgment unpaid at the date of enforcement instruction is \$10,000 or less (c) producing report pursuant to section 35 of the Act (d) undertaking investigation as per enforcement instruction (e) seizing exigible property, including preparation of documentation (f) inventorying, cataloguing and preparing seized property for disposition	300 150 100 50 50 50 per sheriff per hour or part of an hour 50 per sheriff per hour or part of an hour 50 per sheriff per hour or part of an hour
5	Receivership	(a) supervising receiver (b) producing Notice to Discharge Security of Receiver or Terminate Receivership [Form T]	100 per sheriff per hour or part of an hour 50
6	Third Person Claims	(a) receiving Notice of Third Person Claim and any additional information required by sheriff [Form U] (b) producing Notice of Third Person Claim, receiving Notice to Sheriff of Dispute of Third Person Claim [Forms U and V] (c) making interpleader application, including preparation of documents and attendance in court	20 20 400

Item	Service Category	Service	Fee (\$)
7	Exemptions	(a) producing Exemption Notice to Judgment Debtor [Form X]	20
		(b) receiving and determining Notice of Exemption Claim [Form Y]	50
		(c) producing Notice of Sheriff's Decision on Exemption Claim [Form Z]	20
		(d) making application pursuant to section 95 of the Act, including preparation of documents and attendance in court	100
8	Distribution	(a) producing Notice of Distribution [Form DD]	20
		(b) producing initial Distribution Statement [Form FF]	75
		(c) producing any supplementary Distribution Statement [Form FF]	50
		(d) receiving and determining Notice of Objection to a Distribution, including Notice of Valid Objection to a Distribution [Forms GG and HH]	50
9	Transportation Fee	for each kilometre travelled by the sheriff in execution of the sheriff's duties	twice the rate approved for members of the public service of Saskatchewan using a privately owned vehicle on government business, with a minimum charge of \$10 in each case
10	Disbursements		in every case payment for all disbursements properly incurred

”.

Coming into force

3(1) Subject to subsection (2), these regulations come into force on February 1, 2019.

(2) If these regulations are filed with the Registrar of Regulations after February 1, 2019, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 5/2019*The Freedom of Information and Protection of Privacy Act*

Section 69

Order in Council 20/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Freedom of Information and Protection of Privacy Amendment Regulations, 2019*.

RRS c F-22.01 Reg 1 amended

2 *The Freedom of Information and Protection of Privacy Regulations* are amended in the manner set forth in these regulations.

Section 12 amended

3 **The following clause is added after clause 12(r):**

“(s) section 17-4 of *The Credit Union Central of Saskatchewan Act, 2016*”.

Section 14 amended

4 **Section 14 is amended:**

(a) **in clause (p) by striking out “Government Services” and substituting “Government Relations”; and**

(b) **by adding the following clauses after clause (u):**

“(v) the Investigative Services Branch of the Ministry of Corrections and Policing with respect to the conduct of investigations carried out pursuant to section 104 or 105 of *The Correctional Services Act, 2012*;

“(w) investigators in the Security Intelligence Unit of the Ministry of Corrections and Policing with respect to the conduct of investigations carried out as special constables appointed pursuant to section 76 of *The Police Act, 1990* and the conduct of investigations pursuant to *The Correctional Services Act, 2012*;

“(x) an animal protection agency designated pursuant to section 8 of *The Animal Protection Act, 2018* with respect to the conduct of investigations pursuant to that Act and the regulations made pursuant to that Act and any laws that are enforced by the officers and employees of animal protection agencies”.

Section 16 amended

5 **Section 16 is amended:**

(a) **in clause (h) by striking out “and the Ministry of Advanced Education, Employment and Labour” and substituting “, the Ministry of Advanced Education or the Ministry of Labour Relations and Workplace Safety”; and**

(b) **in clause (h.1) by striking out “or the Ministry of Advanced Education, Employment and Labour or an agent of either ministry” and substituting “, the Ministry of Advanced Education, the Ministry of Labour Relations and Workplace Safety or the Ministry of Immigration and Career Training or an agent of any of those ministries”.**

Section 17 amended

6 Clause 17(2)(c) is amended by striking out “a person licensed pursuant to *The Motor Dealers Act*” **and substituting** “a dealer as defined in Division 2 of Part V of *The Consumer Protection and Business Practices Regulations* that is licensed to sell or lease vehicles pursuant to those regulations”.

Appendix, Part I amended**7 Part I of the Appendix is amended:**

- (a) **by adding** “Cannabis Authority” **in alphabetical order;**
- (b) **by adding** “Provincial Archives of Saskatchewan” **in alphabetical order; and**
- (c) **by striking out** “Saskatchewan Archives Board”.

Coming into force

8 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 6/2019*The Local Authority Freedom of Information and
Protection of Privacy Act*

Section 57

Order in Council 21/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Local Authority Freedom of Information and Protection of Privacy Amendment Regulations, 2019*.

RRS c L-27.1 Reg 1 amended

2 *The Local Authority Freedom of Information and Protection of Privacy Regulations* are amended in the manner set forth in these regulations.

Section 9 amended**3 Section 9 is amended:****(a) by repealing clause (x) and substituting the following:**

“(x) the Investigative Services Branch of the Ministry of Corrections and Policing with respect to the conduct of investigations carried out pursuant to section 104 or 105 of *The Correctional Services Act, 2012*”; **and**

(b) by adding the following clauses after clause (y):

“(z) investigators in the Security Intelligence Unit of the Ministry of Corrections and Policing with respect to the conduct of investigations pursuant to their appointment as special constables pursuant to section 76 of *The Police Act, 1990* or the conduct of inspections and investigations pursuant to section 104 of *The Correctional Services Act, 2012*;

“(aa) an animal protection agency designated pursuant to section 8 of *The Animal Protection Act, 2018* with respect to the conduct of investigations pursuant to that Act and the regulations made pursuant to that Act and any laws that are enforced by the officers and employees of animal protection agencies”.

New section 10.2**4 The following section is added after section 10.1:****“Disclosure of name**

10.2 For the purposes of clause 28(2)(s) of the Act, a police service or regional police service as defined in *The Police Act, 1990* may disclose to the public the name of a deceased person if the person’s death is being investigated as a homicide by the police service or regional police service”.

Appendix, Part II amended**5 Part II of the Appendix is amended:**

- (a) in item 3 by striking out “The Regional Health Services Act” and substituting “The Provincial Health Authority Act”; and**
- (b) by repealing item 4.**

Appendix, Part III amended**6 Form A of Part III of the Appendix is amended by striking out:**

“There is a processing fee of \$20 payable to the local authority. The person managing your request may contact you to seek clarification or to discuss aspects of the request, including the application of additional fees if necessary. You may request a waiver of the processing fee or additional fees, but may be required to provide evidence of substantial financial hardship (see section 8 of the regulations).

Please keep a copy of this request for your records.

Check if requesting waiver of processing fees:

I request that payment of the fees related to this request be waived because payment will cause me substantial financial hardship. Details are as follows: *(Use reverse of form if additional space is required.)*”

and substituting:

“There is an application fee of \$20 payable to the local authority. The person managing your request may contact you to seek clarification or to discuss aspects of the request, including the application of additional fees if necessary. You may request a waiver of the application fee or additional fees, but may be required to provide evidence of substantial financial hardship (see section 8 of the regulations).

Please keep a copy of this request for your records.

Check if requesting waiver of fees:

I request that payment of the fees related to this request be waived because payment will cause me substantial financial hardship. Details are as follows: *(Use reverse of form if additional space is required.)*”.

Coming into force

7 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 7/2019*The Water Security Agency Act*

Sections 78 and 98

Order in Council 22/2019, dated January 22, 2019

(Filed January 22, 2019)

Title

1 These regulations may be cited as *The Water Security Agency Amendment Regulations, 2019*.

RRS c W-8.1 Reg 1 amended

2 *The Water Security Agency Regulations* are amended in the manner set forth in these regulations.

Section 18 amended

3 **Subsection 18(1) is amended by striking out “the application” and substituting “a complete application”.**

Section 21 repealed

4 **Section 21 is repealed.**

New sections 26.1 and 26.2

5 **The following sections are added after section 26:**

“Exemption re certain fees – approval on reversionary lands

26.1(1) In this section, **‘reversionary lands’** means lands that were part of a community pasture program administered by the Government of Canada or an agency of the Government of Canada and were transferred by the Government of Canada to the Minister of Agriculture.

(2) The Minister of Agriculture shall obtain an approval with respect to works that were in existence at the time the reversionary lands were transferred to the Minister of Agriculture, as required by Part VII, Division 2 of the Act.

(3) Notwithstanding any other provision of these regulations, no fee is payable to obtain the approval mentioned in subsection (2).

(4) The Minister of Agriculture shall pay the fees required by these regulations with respect to:

(a) any new works on reversionary lands that are commenced by the Minister of Agriculture after the coming into force of this section; or

(b) any alteration or extension of any works mentioned in subsection (2).

(5) The Minister of Agriculture shall not transfer or otherwise dispose of any reversionary lands on which there are works mentioned in subsection (2) to any other person unless the Minister of Agriculture has obtained the approval mentioned in subsection (2).

“Exemption re certain fees – approval on transfer lands

26.2(1) In this section:

‘irrigation district’ means an irrigation district as defined in *The Irrigation Act, 1996*;

‘transfer lands’ means lands held by the Crown that are the subject of an agreement to transfer entered into between the Crown and an irrigation district.

(2) The Crown shall obtain an approval with respect to works that are in existence at the time the agreement to transfer the transfer lands is entered into, as required by Part VII, Division 2 of the Act.

(3) Notwithstanding any other provision of these regulations, no fee is payable by the Crown to obtain the approval mentioned in subsection (2).

(4) The Crown shall pay the fees required by these regulations with respect to:

(a) any new works on the transfer lands that are commenced by the Crown after the day on which the agreement to transfer is entered into; or

(b) any alteration or extension of any works mentioned in subsection (2).

(5) The Crown shall not transfer or otherwise dispose of the transfer lands on which there are works mentioned in subsection (2) to the irrigation district or any other person unless the Crown has obtained the approval mentioned in subsection (2)”.

Appendix, Part 1, New Table 1

6 Table 1 in Part 1 of the Appendix is repealed and the following substituted:

“TABLE 1
[Sections 12 and 18]

Application Fees

Provision of the Act or regulations <i>Column 1</i>	Subject of the Application <i>Column 2</i>	Fee (\$) <i>Column 3</i>
1. section 51 of the Act	water rights licence: (a) annual use or diversion of up to 5 cubic decametres (up to 4 acre-feet); (b) temporary industrial; (c) annual use or diversion of more than 5 cubic decametres up to 500 cubic decametres (more than 4 acre-feet up to 405 acre-feet); (d) annual use or diversion of more than 500 cubic decametres (more than 405 acre-feet); (e) reissue of water rights;	100 200 500 1,000 fee to be determined by the volume of annual use or diversion of water as described in clause (a), (c) or (d) of Column 2
2. section 60 of the Act	works approval other than drainage works	500, minus any fee that has been paid for the applicable works as required by clause 75(a) of the Act
3. section 60 of the Act	drainage works approval	50 per each parcel of land
4. section 74 of the Act and Part II of the Ground Water Regulations, being SR 172/66	registration of a water well drilling machine	75

Provision of the Act or regulations <i>Column 1</i>	Subject of the Application <i>Column 2</i>	Fee (\$) <i>Column 3</i>
5. clause 75(a) of the Act and Part I of the Ground Water Regulations, being SR 172/66	permit to undertake a ground water investigation program	200

”.

Coming into force

7 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

