

PART II

REVISED REGULATIONS OF SASKATCHEWAN

CHAPTER C-26.1 REG 1

The Condominium Property Act, 1993

Section 112

Order in Council 835/94, dated December 14, 1994

(Filed December 15, 1994)

PRELIMINARY

Title

1 These regulations may be cited as *The Condominium Property Regulations*.

Interpretation

2 In these regulations, “Act” means *The Condominium Property Act, 1993*.

CONDOMINIUM PLANS

Registrar to keep register

3 The registrar shall keep a register of condominium plans and shall record in it particulars of all condominium plans registered in his or her office pursuant to the Act.

Endorsements and notifications

4(1) The registrar may, at any time, add additional sheets to a condominium plan on which may be made any endorsement, notification or other entry that is to be or may be made on the plan.

(2) Each sheet added to a plan by the registrar pursuant to subsection (1) is to be numbered in a manner that the registrar considers appropriate and is to be signed by the registrar.

Plan to comply with Act

5(1) A plan presented for registration as a condominium plan or a replacement plan is to comply with the requirements of sections 9, 10 and 11 of the Act.

(2) Where subsection 11(2) of the Act applies, the developers shall include as part of the condominium plan a statement that subsection 11(2) of the Act applies.

Preparation of plan

6(1) A plan is to be:

- (a) prepared in black ink on one side of a material approved by the chief surveyor of land titles offices; and
- (b) of a size and nature that will clearly show the location and measurements of the parcel, buildings, if any, units and other pertinent features.

(2) A plan shall comprise:

- (a) a first sheet containing the particulars required by clauses 9(1)(a) and (b), subclause 9(1)(e)(ii), and clauses 9(1)(f) and 10(1)(a) and (b) of the Act; and
- (b) further sheets containing the particulars required by the following provisions of the Act:

- (i) clauses 9(1)(c) and (d);

- (ii) subsection 9(2);
- (iii) subsection 9(3).

(3) In addition to the requirements of clause (2)(a), the first sheet of the plan is to indicate clearly whether the plan contains bare land units.

(4) Each sheet of a plan presented for registration as a condominium plan is to be endorsed with “**sheet ___ of ___ sheets**” in the upper right-hand corner and is to be signed and dated by the persons providing the certificates required pursuant to clauses 10(1)(a) and (b) of the Act.

Encroachments

7 An encroachment agreement for the purposes of clause 10(1)(c) of the Act is to be in Form A of Appendix A.

Orientation and scale of diagrams

8(1) The diagrams required pursuant to clauses 9(1)(a) and (c) of the Act are to be drawn with the north point directed to the top of the sheet and are to be to a scale that will permit all details and notations to be clearly shown.

(2) The units are to be numbered consecutively beginning with Unit 1 and ending with a unit numbered to correspond to the total number of units in the parcel.

Amendments

9(1) An amending instrument required pursuant to section 14 of the Act is to be in Form B of Appendix A.

(2) Where a plan is to be registered respecting an amendment that adds land to a condominium plan or amalgamates two or more condominium plans, a condominium corporation may sign the plan on behalf of the unit owners in that corporation as long as the requirements of sections 14 and 15 of the Act are satisfied.

(3) Where a plan is to be registered respecting an amalgamation, the condominium corporations proposing to amalgamate shall sign and seal the plan.

(4) Where a plan is to be registered respecting an amendment that adds land to a condominium plan, the condominium corporation shall sign and seal the plan as the condominium corporation and as the owner of the parcel being added.

Endorsement of instruments

10 On receipt of an instrument executed by a corporation pursuant to section 14, 15, 25, 71, 74 or 87 of the Act, the registrar shall endorse on the relevant condominium plan:

- (a) the nature of the instrument;
- (b) the particulars that the registrar considers appropriate; and
- (c) his or her signature.

Copies of plans furnished to assessing authorities

11 A copy of a plan or an amendment of a plan furnished to an assessing authority pursuant to section 92 of the Act is to be identified as an attachment to a certificate that is to be in Form C of Appendix A.

BARE LAND CONDOMINIUM PLAN

Bare land condominium

12 A declaration for a bare land condominium required pursuant to clause 9(3)(c) of the Act is to be in Form D of Appendix A.

Application of *The Planning and Development Act, 1983*

13(1) Section 146 of *The Planning and Development Act, 1983* does not apply to land that is subject to a proposed bare land condominium plan.

(2) Clause 140(1)(c) of *The Planning and Development Act, 1983* does not apply to a unit in a bare land condominium plan.

(3) Subsection (4) operates in place of section 146 of *The Planning and Development Act, 1983*.

(4) Subject to the other provisions of *The Planning and Development Act, 1983*, where an approving authority is of the opinion that compliance with a requirement of any applicable subdivision regulations made pursuant to clauses 136(1)(d) to (h), subsection 136(2) or section 137 of *The Planning and Development Act, 1983* is impractical or undesirable because the proposed plan is a bare land condominium plan rather than a plan of subdivision, the approving authority may:

(a) relieve the applicant from compliance, in whole or in part, with the requirement; and

(b) issue a certificate of approval for the bare land condominium plan, endorsed to indicate that the approval is granted in accordance with the subdivision regulations subject to the waiver of any provision of those regulations.

UNITS

Certificate of title

14 A certificate of title to a unit mentioned in clause 5(1)(b) of the Act is to be in Form E of Appendix A.

Unit factors

15(1) The schedule specifying the unit factor mentioned in clause 9(1)(e) of the Act for each unit is to be in Form F of Appendix A.

(2) The total of unit factors for all the units in the parcel is to equal 10,000.

(3) The approximate area of each unit and other features that may identify a unit are to be shown on Form F of Appendix A.

Discharges of mortgage

16(1) Where a mortgage affecting a parcel has not been noted on the certificates of title to the units pursuant to subsection 5(3) of the Act, and a discharge of mortgage pursuant to section 7 of the Act attributable to a unit is registered, the registrar shall endorse the discharge on the condominium plan.

(2) Where a mortgage affecting a parcel has been noted on certificates of title to the units pursuant to subsection 5(3) of the Act, and a discharge of a mortgage attributable to a unit is registered pursuant to section 7 of the Act, the registrar shall endorse the discharge on the certificate of title to the unit and on the condominium plan.

Redivision

17 Before registering a condominium plan of redivision of a unit or units, the registrar shall:

- (a) endorse on the original registered condominium plan an endorsement of the redivision; and
- (b) indicate on the diagram in the original registered condominium plan the unit or units being redivided.

Redesignation of parking space

18(1) An owner of a unit may approve redesignation of a parking space pursuant to clause 11(3)(a) of the Act by completing Form G of Appendix A.

(2) An officer of the condominium corporation shall:

- (a) sign a completed Form G of Appendix A;
- (b) retain one copy of the signed Form G of Appendix A for the corporation's records; and
- (c) return one copy to the owner of the unit.

BONDS

Bonds

19 A bond delivered pursuant to section 10, 16 or 21 of the Act is to be in Form H of Appendix A.

Developer to provide bond or proof of bond

20(1) Subject to subsection (5), where the condominium plan includes bare land units or a caveat is being registered pursuant to section 16 of the Act, the developer shall:

- (a) provide a statement from any public authority or other person acceptable to the minister that has required the developer to post a bond in a form acceptable to the minister to cover the cost of the construction of common property and common facilities certifying that the bond has been provided and specifying the amount of money assigned to construction of each facility; or
- (b) deliver to the minister a bond in Form H of Appendix A in an amount equivalent to:
 - (i) 10% of the cost of completing the common property and common facilities in the plan as certified by a registered architect, engineer, appraiser or other person acceptable to the minister, provided that the amount of the bond is not less than \$100,000 nor more than \$200,000; or

(ii) the cost of completion of the common property and common facilities, where the cost of completing the common facilities in the plan as certified by a registered architect, engineer, appraiser or other person acceptable to the minister is less than \$100,000.

(2) Where the amount of the bond mentioned in clause (1)(a) is less than the amount required pursuant to clause (1)(b), the minister may require the developer to post a bond for the difference.

(3) A transferee pursuant to section 21 of the Act is required to have in place a bond that provides at least as much financial security as the transferor has provided.

(4) Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damages, every bond delivered to the minister is to be construed as being a penal bond, and, where a bond is forfeited, the amount due as a debt to the Crown in right of Saskatchewan by the person bound is to be determined as if the Crown had suffered the loss or damages that would entitle the Crown to be indemnified to the maximum amount of liability prescribed by the bond.

(5) Where no common property or common facilities remain to be constructed at the time the bare land condominium plan or caveat is being registered, the developer may provide a certificate of completion pursuant to subsection 21(2) to the minister and the minister may waive the requirement to obtain a bond.

Expiration or release of bond

21(1) The bond mentioned in section 20:

(a) expires 30 days after submission to the minister of a certificate of completion pursuant to subsection (2) showing that the common property and common facilities as described in the declaration accompanying the developer's caveat in clause 16(3)(a) of the Act or the declaration pursuant to clause 9(3)(c) of the Act are completed;

(b) is to be released where the court orders the bond to be released; or

(c) is to be released where:

(i) the condominium board is elected after a majority of the units have been sold and the developer and the condominium corporation, with approval by a unanimous resolution of the owners, have entered into an agreement for completion of common property and common facilities and the release of the security; and

(iii) the minister receives a certified copy of the unanimous resolution with the agreement attached under seal of the corporation.

(2) A certificate from an engineer, architect, appraiser or other person acceptable to the minister stating that the common property and common facilities as described in the developer's declaration or disclosed pursuant to section 26 of the Act are 50% complete or complete is sufficient evidence to the minister of the statements in the certificate.

(3) Subject to subsection (2), on completion of 50% of the common property and common facilities, the minister may authorize that the amount of the bond may be reduced by 50%.

(4) For the purposes of this section, where the common property and common facilities or a substantial part of the common property and common facilities are ready for use or are being used for the purposes intended, the common property and common facilities may be considered complete for the purposes of subsection (2).

(5) The bond referred to in section 20 is to be issued by an insurer licensed pursuant to *The Saskatchewan Insurance Act* to transact guarantee insurance.

Forfeiture

22(1) Every bond mentioned in clause 20(1)(b) or subsection 20(2) is to be forfeited on the demand of the minister where:

- (a) the caveat has lapsed pursuant to subsection 17(3) of the Act;
- (b) a final judgment respecting a claim arising out of a condominium plan or a replacement plan has been entered against the developer; or
- (c) the developer commits an act of bankruptcy, whether or not proceedings have been taken pursuant to the *Bankruptcy and Insolvency Act* (Canada).

(2) The Lieutenant Governor in Council may order that any money recovered under a forfeited bond be paid to any of the following on any conditions considered appropriate:

- (a) to the local registrar of the court in trust for any persons that may become judgment creditors of the developer respecting a claim arising out of a condominium plan or a replacement plan;
- (b) to any trustee, custodian, interim receiver, receiver or liquidator of the developer;
- (c) to any persons that may be deemed to be entitled to the bond respecting a claim arising out of the condominium plan or replacement plan of the developer.

(3) Any moneys not expended pursuant to an order of the Lieutenant Governor in Council shall be refunded to the surety or obligor under the bond after the payment of any expenditures incurred by the minister in connection with the forfeiture of the bond and the determination and settlement of valid claims.

(4) Any misrepresentation by or on behalf of a developer respecting any common property or common facilities or additional common facilities to be provided under a declaration of a developer is, for the purposes of this section, deemed to be a claim arising out of a condominium plan or a replacement plan.

BYLAWS

Bylaws

23 The bylaws required pursuant to section 45 of the Act are in Appendix B.

Notice of amendment or repeal

24(1) A notice of amendment or repeal of bylaws of a corporation made pursuant to section 46 of the Act is to be in Form I of Appendix A.

(2) On receipt of a notice of amendment or repeal of bylaws, the registrar shall endorse on the relevant condominium plan an endorsement that:

- (a) contains particulars that the registrar considers appropriate; and
- (b) is signed by the registrar.

CONTRIBUTIONS

Contributions for common expense fund and reserve fund

25 For the purposes of sections 57 and 58 of the Act, the corporation shall raise the amounts required for the common expenses fund or the reserve fund by levying contributions on the owners of the units:

- (a) in proportion to the unit factors of their respective units; or
- (b) if a scheme of apportionment for contributions to the fund has been established pursuant to sections 26 and 27, in accordance with that scheme.

Scheme of apportionment

26(1) Subject to subsection (2), a corporation may establish a scheme of apportionment for owners' contributions to the common expenses fund or a reserve fund that is not in proportion to the unit factors by amending the bylaws of the corporation to include that scheme of apportionment and by filing those bylaws with the registrar.

(2) A corporation shall not amend its bylaws to include a scheme of apportionment unless the written consent to that scheme has been obtained from at least 75% of the owners.

(3) Not less than 30 days before filing with the registrar an amendment to the bylaws that includes a scheme of apportionment, the corporation shall serve a copy of that amendment to the bylaws and notice of the right to apply to the court pursuant to section 27 on:

- (a) all owners of units except those owners of units who have consented pursuant to subsection (2);
- (b) all holders of registered mortgages of units that have given written notice of their mortgages to the corporation pursuant to subsection 42(2) of the Act; and
- (c) the Saskatchewan Housing Corporation, if it has given notice to the corporation pursuant to subsection (5).

(4) At the time of filing with the registrar an amendment to the bylaws that includes a scheme of apportionment referred to in subsection (1), the corporation shall also file with the registrar a certificate of the corporation under seal stating that:

- (a) copies of the amendment to the bylaws have been served as required by subsection (3); and

- (b) the consents required pursuant to subsection (2) have been obtained.
- (5) Where the Saskatchewan Housing Corporation has a contract with the owner of a unit entered into pursuant to *The Saskatchewan Housing Corporation Act* for it to subsidize the common expenses fund or reserve fund contributions payable by the owner:
 - (a) it may give written notice of the contract to the corporation; and
 - (b) if it does give written notice to the corporation pursuant to this section, it shall give written notice to the corporation on the expiration or termination of the contract or if it ceases to subsidize the common expenses fund or reserve fund contributions payable by the owner.
- (6) If a scheme of apportionment has been established pursuant to this section, it may only be repealed, amended or replaced in accordance with this section.
- (7) The amendment to the bylaws becomes effective on the filing with the registrar of the amendment to the bylaws or a certified copy of a court order made pursuant to section 27.

Application to the court

- 27(1)** Within 30 days of being served, a person on whom a copy of the amendment to the bylaws and notice is required to be served pursuant to subsection 26(3):
- (a) may apply to the court to object to the scheme of apportionment included in the amendment to the bylaws; and
 - (b) shall file with the registrar a notice of the application in the prescribed form.
- (2) An applicant shall serve written notice of the application on the corporation.
 - (3) The corporation shall provide a notice in writing of the application to:
 - (a) all owners of units;
 - (b) all holders of registered mortgages mentioned in clause 26(3)(b); and
 - (c) the Saskatchewan Housing Corporation, if it was required to be served pursuant to clause 26(3)(c).
 - (4) If notice of an application is filed with the registrar pursuant to clause (1)(b), the registrar shall not make reference on the condominium plan of the amendment of the bylaws that is the subject of the application except in accordance with an order made pursuant to subsection (5).
 - (5) On an application, the court may:
 - (a) accept any evidence that the court considers appropriate; and
 - (b) make any order that the court considers appropriate, including an order amending the scheme of apportionment included in the amendment to the bylaws.
 - (6) The applicant shall file a certified copy of a court order with the registrar.

(7) If the court order changes the scheme of apportionment included in the amendment to the bylaws, the amendment of the bylaws that is the subject of the order is deemed to be amended to comply with the order when the order is filed with the registrar.

Reserve fund contributions

28 The corporation, by vote of unit owners at the annual general meeting, shall determine the amounts required for a reserve fund by taking into account anticipated repair and replacement costs and life expectancy of the things mentioned in subsection 55(3) of the Act.

Caveats

29(1) Where a condominium corporation files a caveat pursuant to section 63 of the Act, the caveat is to indicate that the condominium corporation is claiming an interest in a unit pursuant to section 63 of the Act.

(2) The caveat is to be filed in accordance with and is to be governed by the provisions of *The Land Titles Act*.

Estoppel certificate

30 An estoppel certificate required by section 64 of the Act is to be in Form J of Appendix A.

TRANSFERS OR LEASES

Corporate certificate

31 A certificate by a corporation given pursuant to section 71 of the Act is to be in Form K of Appendix A.

Transfer by corporation

32 Where a parcel is transferred by a corporation pursuant to section 88 of the Act, the registrar shall:

- (a) enter on the relevant condominium plan an endorsement of the cancellation of the plan; and
- (b) indicate in an appropriate manner on any relevant plan that the condominium plan has been cancelled.

Certificate that resolution properly passed

33 A certificate by a corporation required pursuant to section 89 of the Act is to be in Form L of Appendix A.

MISCELLANEOUS

Notice of termination

34(1) A notice of the termination of the condominium status of a building pursuant to section 87 of the Act is to be in Form M of Appendix A.

(2) On receipt of a notice of termination, the registrar shall endorse on the relevant condominium plan:

- (a) the termination of the condominium status of the building and the vesting of the parcel in the owners;

- (b) the particulars that the registrar considers appropriate; and
- (c) his or her signature.

Filing of orders with registrar

35(1) An administrator appointed by the court pursuant to section 101 of the Act may file a certified copy of the order of the court appointing him or her as administrator with the registrar.

(2) A corporation may file a certified copy of an order of the court made pursuant to section 102 of the Act with the registrar.

(3) On receipt of a copy of an order referred to in subsection (1) or (2), the registrar shall endorse on the relevant condominium plan:

- (a) the particulars that the registrar considers appropriate; and
- (b) his or her signature.

Change of address

36 A notice of a change of an address for service pursuant to section 105 of the Act is to be in Form N of Appendix A.

Cost of providing documents

37 The maximum fee that a corporation may charge for producing and providing any document that the Act requires to be provided is not to exceed the cost to the corporation of producing and providing the document.

Fee for certificate or approval

38 The maximum fee that a local authority may charge for producing and providing any certificate or approval that the Act requires to be provided is not to exceed the cost to the local authority of producing and providing the certificate or approval.

Declarations

39 A declaration mentioned in subsection 16(3) of the Act is to be in Form O of Appendix A.

Certificate of independent legal advice

40 A certificate of independent legal advice and waiver pursuant to section 27 of the Act is to be in Form P of Appendix A.

REPEAL AND COMING INTO FORCE

Sask. Reg. 701/68 repealed

41 “The Condominium Property Act Regulations”, being Saskatchewan Regulations 701/68, are repealed.

Coming into force

42 These regulations come into force on the day on which section 1 of *The Condominium Property Act, 1993* comes into force.

DECEMBER 30, 1994

Appendix A

FORM A
[Section 7]

Encroachment Agreement

BETWEEN:

(Owner)

- and -

The Crown in right of Saskatchewan, as represented by the
Minister of Highways and Transportation (Minister)

- and -

The Municipality of _____
(Municipality)

1 The Owner is the registered owner in fee simple of the following land:

(the land)

2 A building on the land encroaches on an adjacent street or lane owned by the Crown in right of Saskatchewan but within the municipal boundaries of the Municipality as shown outlined in red on the attached surveyor's certificate.

3 The Owner would like the consent of the Minister and the Municipality to continue the encroachment.

IN CONSIDERATION of the payment of \$1 to each of the Minister and the Municipality, receipt of which is acknowledged, the parties agree as follows:

1 The Minister and the Municipality agree that the Owner and his or her executor, administrator or assigns may continue the encroachment only in accordance with this agreement.

2 The Owner agrees that the owner will cause no further encroachment to be made.

3 The Owner agrees that, should the building or any portion of it be structurally altered, ordinary repairs excepted, so that its chief component parts such as foundation or footings or outside walls are altered or renewed, the alterations will be done so that the building will not encroach at all or further on the street or lane after the alterations.

4 The Owner agrees to keep the Minister and the Municipality indemnified from and against any and all expenses, damages, claims, demands, actions or judgments that may arise or be brought by reason of the encroachment or any part of it.

5 This agreement is binding on the heirs, executors, administrators, successors and assigns of the parties.

Dated this _____ day of _____, 19 _____.

(Owner)

[The owner's signature must be witnessed and attested in accordance with the provisions of *The Land Titles Act* or signed under corporate seal.]

Minister of Highways and Transportation

per: _____

CONSENTED TO AND APPROVED on behalf of the Municipality by its proper signing officers under corporate seal

this _____ day of _____, 19 _____.

(Mayor or Reeve)

(City Clerk or Administrator)

FORM B
[Section 9]

Amendment Instrument

The Owners: Condominium Plan No. _____ (and, where applicable, the Owners: Condominium Plan No. _____) amend Condominium Plan No. _____ , as follows:

1 _____
(Describe nature of the amendments being effected by this instrument.)

2 _____
(If the amendment affects property in addition to the property included in the condominium plan).

The priority that is to be given to each of the endorsements and encumbrances that exist with respect to all property that is affected by the amendment is as follows:

3 _____
(Where amalgamation or addition of new property)

Attached is a schedule showing the existing units, with accompanying unit factors and registered owners, together with the units and unit factors that the registered owners will own as a result of the amendment.
(Attach schedule)

CERTIFICATE

The corporation certifies that written consents have been obtained from:

- (a) the owners of every unit in the plan; and
- (b) every holder of a registered mortgage with respect to a unit and the common property that is affected by the amendment.

OR

The corporation certifies that:

- (a) the written consents of 80% of the owners of units and holders of registered mortgages with respect to the units and common property that are affected by the amendment have been obtained; and
- (b) a notice of this amending instrument has been served on the following, not less than 30 days before registering this amending instrument:
 - (i) all owners of units and all holders of registered mortgages with respect to the units and the common property that are affected by the amending instrument, except those unit owners and holders of registered mortgages that provide written consents; and
 - (ii) the local authority.

The seal of the Owners: Condominium Plan No. _____ was affixed on _____
in the presence of _____ and _____ , members of the board.

DECEMBER 30, 1994

FORM C
[Section 11]

Certificate Verifying Copies of a Condominium Plan

The Owners: Condominium Plan No. _____ certify that the attached plans marked as _____ and _____ are copies of a condominium plan, or an amendment to a condominium plan registered in the land titles office on _____ .

The seal of the Owners: Condominium Plan No. _____ was affixed on _____ in the presence of _____ and _____ , members of the board.

FORM D
[Section 12]

Declaration of Developer Respecting Bare Land Condominiums

The developer declares:

1 That _____ is the developer of a proposed bare land
(name of developer)
condominium situated in _____ to be located on the following land :
(name of municipality)

(legal description of land)
_____;

2 That the developer undertakes to provide the following as shown on the sketch plan attached to this declaration and described as: _____
(describe the nature of improvements, if any, and a description of the common property and common facilities, if any)
_____ ; and

3 That if the developer adopts architectural controls respecting improvements on the units, the developer will apply those controls consistently.

Dated this _____ day of _____ , 19 _____ .

Signed and sealed in the presence of

(witness)

(signature of developer) (affix seal if a corporation)

THE SASKATCHEWAN GAZETTE

FORM E
[Section 14]

Certificate of Title

Canada

Province of Saskatchewan

SASKATCHEWAN

Value \$ _____

No. _____

Grant No. _____

Ref. _____

CONDOMINIUM
CERTIFICATE OF TITLE

THIS IS TO CERTIFY that _____

now the owner _____ of an estate in fee simple _____

of and in Unit Number _____ in Condominium Plan Number _____ and _____
(Here state Unit Factor)

Undivided One Ten Thousandth Shares in the _____ Common Property therein,
in the [_____ of _____] or [_____] in Saskatchewan, Canada
(city, etc.) (Section, Township, Range)

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM NOW OR HEREAFTER
UNDERWRITTEN OR ENDORSED HEREON OR ON THE CONDOMINIUM PLAN AFORESAID, OR WHICH ATTACH
BY IMPLICATION UNDER *THE LAND TITLES ACT* OR *THE CONDOMINIUM PROPERTY ACT, 1993*, AND SUBJECT
TO ANY AMENDMENTS TO THE UNITS OR COMMON PROPERTY NOTIFIED ON THE SAID CONDOMINIUM PLAN.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this _____ day
of _____, 19 _____.

Post Office Address _____

Registrar

Land Registration District
Province of Saskatchewan

NOTE: Any search of this title should include a search of the Condominium Plan.

DECEMBER 30, 1994

FORM F
[Section 15]

Schedule of Unit Factors

| Unit Number | Unit Factor | Area of Unit | Other Features |
|-------------|-------------|--------------|----------------|
| | | | |
| Total | 10,000 | | |

FORM G
[Section 18]

Parking Space Redesignation Form

TO: The Owners: Condominium Plan No. _____ (the corporation)

I, _____, being the owner of condominium unit # _____
to which has been designated the exclusive use of parking space # _____ in the condominium plan ,
approve the redesignation of parking space # _____ to:

(a) _____ ; or
(name of other unit owner)

(b) the corporation as non-exclusive use common property.

Dated this _____ day of _____, 19 _____.

(Signature)

[The owner's signature must be witnessed and attested in accordance with *The Land Titles Act* or signed under corporate seal.]

Approved by _____, being the holder of a registered mortgage on the unit
who is first entitled in priority.

(Signature of mortgage holder)

[The mortgage holder's signature must be witnessed and attested in accordance with *The Land Titles Act* or signed under corporate seal.]

Received by the Owners: Condominium Plan No. _____ on the _____ day of _____, 19 _____.

(Signature of officer of the corporation)

DECEMBER 30, 1994

FORM H
[Section 20]
Bond

I/we _____ as Principal and _____ as Surety
(the Principal) (the 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.

Sealed with the respective seals of the Principal and of the Surety and dated the _____ day of _____, 19 ____.
If the obligation does not by reason of any act, matter or thing at any time become forfeited pursuant to *The Condominium
Property Regulations*, the obligation is void but otherwise remains in force and is subject to forfeiture as provided by that Act.
The obligation expires or terminates pursuant to section 21 of *The Condominium Property Regulations*.
Signed, sealed and delivered in the presence of

(Principal)

(Surety)

FORM I
[Section 24]
Amendment or Repeal of Bylaws

The Owners: Condominium Plan No. _____ certify that by a special resolution passed on _____
the bylaws applicable to that plan were amended or repealed as follows:

(set out terms of resolution)

The seal of the Owners: Condominium Plan No. _____ was affixed on _____ in the presence
of _____ and _____, members of the board.

THE SASKATCHEWAN GAZETTE

FORM J
[Section 30]

Estoppel Certificate

THE OWNERS: CONDOMINIUM PLAN NO. _____ (the corporation)

DATE: _____

TO: _____

RE: UNIT NO. _____ (the Unit)

CERTIFICATE

The corporation certifies that, as of the above date:

- 1 (Provide the following information:
 - (a) the amount of the common expense contribution levied respecting the unit;
 - (b) the amount of the reserve fund contribution levied respecting the unit;
 - (c) the extent to which the contributions have been paid respecting the unit;
 - (d) the amount of any unpaid contributions or arrears in contributions respecting the unit;
 - (e) the manner in which the contributions are payable (for example, by annual or monthly instalments);
 - (f) the amount of any extraordinary contribution levied on the unit and the extent to which it has been paid.)
- 2 The corporation is not aware of any default by the present owner of the Unit in fulfilling any of the owner's obligations arising from membership in the corporation and ownership of the Unit, except as specified above or noted below:
- 3 The corporation holds insurance policies as required by *The Condominium Property Act, 1993*, and its bylaws and the policies are in good standing. (Describe particulars of insurance, including the carrier, the agent, the amount, the date of renewal, additional endorsements and the deductible, or attach a certificate of insurance that includes these particulars.)
- 4 The corporation has not been served with a notice of any unsatisfied judgments against the corporation, any existing orders or actions, suits or proceedings pending against or affecting the corporation before or issued by any court or any public authority having jurisdiction except as listed below: [include particulars about any matter listed]
- 5 Since the date of the last audited financial statements of the corporation there has been no material adverse change in the assets or liabilities of the corporation except as follows:
- 6 The corporation has not taken any action nor has it received notice of any pending proceedings:
 - (a) for the transfer or leasing of the common property of the corporation or any part of it, except to the extent permitted under its bylaws in relation to the assignment of parking spaces and privacy areas to individual units;
 - (b) to authorize any substantial change in or addition to the common facilities or any other substantial change in the assets of the corporation;
 - (c) to amend the condominium plan relating to the corporation as presently registered;
 - (d) to amend the bylaws of the corporation as constituted pursuant to *The Condominium Property Act, 1993*, or as presently registered;
 - (e) for the appointment of an administrator for the corporation;
 - (f) to terminate the condominium status of the land and buildings comprising the condominium property of the corporation;
 - (g) to amend the scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*; or
 - (h) to appeal the assessment of the rates, charges or taxes on the units and common property of the corporation levied by any assessing authority, or to apply for approval of a new scheme of apportionment for assessment purposes.

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7 There has been no scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*.

or

7 There has been a scheme of apportionment of property taxes pursuant to section 95 of *The Condominium Property Act, 1993*, described as follows:

8 There has been no re-apportionment of common expense or reserve fund contributions pursuant to section 26 of *The Condominium Property Regulations*.

or

8 There has been a re-apportionment of common expense or reserve fund contributions pursuant to section 26 of *The Condominium Property Regulations* described as follows:

9 The amount of the reserve fund is:

10 There are no contracts extending beyond one year except as follows:

The corporation also advises for your information only, BUT DOES NOT CERTIFY, that, as of the above date:

1 The names and addresses of the members of the board of directors of the corporation are:

THE OWNERS: CONDOMINIUM PLAN NO. _____

by: _____
(title) (signature of officer of the corporation)

If requested, copies of the following documents will be provided on payment of the fee noted opposite each document:

- | | |
|---|----------|
| 1 latest financial statements for the corporation | \$ _____ |
| 2 current budget for the corporation | _____ |
| 3 current policy of insurance | _____ |
| 4 current bylaws of the corporation | _____ |
| 5 any current management agreement | _____ |

If the corporation wishes to, it may disclose the following:

- 1 The particulars of the parking or any exclusive use area, including any special rules regarding those areas.
- 2 The date of the last annual meeting and the date of the next annual meeting, if known.

FORM K
[Section 31]

Certificate of Corporation

The Owners: Condominium Plan No. _____ certify:

- 1 That a unanimous resolution respecting the transfer or lease of common property was properly passed;
- 2 That the transfer or lease conforms with the terms of the unanimous resolution; and
- 3 That all necessary consents were obtained.

The particulars of the lease or transfer are as follows:

The seal of the Owners: Condominium Plan No. _____ was affixed on _____
in the presence of _____ and _____, members of the board.

FORM L
[Section 33]

Certificate of Corporation

The Owners: Condominium Plan No. _____ certify that a unanimous resolution authorizing the attached transfer was properly passed and that all necessary consents were obtained.

The particulars of the transfer are as follows:

The seal of the Owners: Condominium Plan No. _____ was affixed on _____
in the presence of _____ and _____, members of the board.

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FORM M
[Section 34]

Notice of Termination of Condominium Status

The Owners: Condominium Plan No. _____ certify that the condominium status of the building or land illustrated in that condominium plan has been terminated.

Annexed is a certified copy of the unanimous resolution of the owners pursuant to section 88 of *The Condominium Property Act, 1993*.

or

Annexed is a certified copy of the order made by the court pursuant to section 84 of *The Condominium Property Act, 1993*.

The seal of the Owners: Condominium Plan No. _____ was affixed on _____ in the presence of _____ and _____, members of the board.

FORM N
[Section 36]

Change of Address for Service

To the Registrar of the _____ Registration District:

Take notice that the Owners: Condominium Plan No. _____, by resolution of the board, changed its address for service as contained in Condominium Plan No. _____ dated the ____ day of _____, 19 _____, to _____, which shall be the corporation's address for service.

The seal of the Owners: Condominium Plan No. _____ was affixed on _____ in the presence of _____ and _____, members of the board.

FORM O
[Section 39]

**Declaration of Developer Respecting Additional Units
and Additional Common Facilities**

The developer declares:

- 1 That _____ is the developer of a condominium
(name of developer)
known as _____
(legal description or condominium plan number)
situated in _____
(name of municipality)
- 2 That the developer undertakes to provide additional units and additional common facilities on the common property as shown on the sketch plan attached and described more fully as follows:
- 3 [If the developer intends to file additional caveats against the replacement plan or plans, the developer is to include a statement of that fact.]

Dated this _____ day of _____, 19 _____.

Signed and sealed in the presence of

(witness)

(signature of developer)
(affix seal if a corporation)

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FORM P
[Section 40]

Certificate of Independent Legal Advice

I, _____, being a lawyer legally entitled to practise law in _____, certify that I have explained the purpose and effect of the attached waiver to _____, the person/persons named in the attached waiver, separate and apart from the developer or any employee or agent of the developer and that _____ understands the purpose and effect of the waiver.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached waiver and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

(lawyer)

Waiver of Right to Rescind a Condominium Purchase Agreement

I, _____, waive the right to rescind the purchase agreement that I have entered respecting the following property within 10 days after the day on which the purchase agreement was signed:

(legal description of property)

Dated this _____ day of _____, 19 _____.

(signature of purchaser)

Appendix B

CONDOMINIUM BYLAWS

[Section 23]

I Interpretation

Interpretation

1(1) In these bylaws:

- (a) “**Act**” means *The Condominium Property Act, 1993*;
 - (b) “**annual meeting**” means an annual general meeting of the corporation;
 - (c) “**common property**” means common property or common facilities and includes exclusive use areas;
 - (d) “**general meeting**” means a general meeting of the corporation other than the annual meeting;
 - (e) “**mortgagee**” means the mortgage holder of a unit, the common property and the corporation.
- (2) Words or expressions defined in section 2 of the Act have the same meaning in these bylaws.
- (3) The rights and obligations given or imposed on the corporation or the owners pursuant to these bylaws are in addition to any rights or obligations given or imposed on the corporation or the owners pursuant to the Act.
- (4) If there is any conflict between these bylaws and the Act, the Act prevails.

II Duties of the Owner

Owner's duties

2 An owner shall:

- (a) permit the corporation and its agents, at all reasonable times with notice, except in case of emergency when no notice is required, to enter in or on his or her unit for the purposes of:
 - (i) inspecting the unit;
 - (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in or on the unit and used or capable of being used in connection with the enjoyment of any other unit or common property;
 - (iii) maintaining, repairing or replacing common property; or
 - (iv) ensuring that the bylaws are being observed;
- (b) promptly carry out all work that may be required pursuant to these bylaws or as required by a local authority or other public authority respecting his or her unit, other than any work for the benefit of the building or parcel generally;

- (c) promptly pay all rates, taxes, charges and assessments that may be payable respecting his or her unit;
- (d) maintain his or her unit in a state of good repair;
- (e) promptly notify the corporation of:
 - (i) any change in the ownership of the unit; or
 - (ii) any mortgage registered against the unit; and
- (f) obtain the written consent of the board before making mechanical or electrical alterations to:
 - (i) his or her unit that affect the common property or another unit; or
 - (ii) the common property.

III Powers and Duties of the Corporation

Duties of Corporation

3 The corporation shall:

- (a) control, manage and administer the common property for the benefit of all owners; and
- (b) on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the corporation and the receipt or receipts for the last premium or premiums paid by the corporation.

Powers of Corporation

4 The corporation may:

- (a) acquire real or personal property to be used:
 - (i) for the maintenance, repair or replacement of the real or personal property of the corporation or the common property; or
 - (ii) by owners in connection with their enjoyment of the real and personal property of the corporation or the common property;
- (b) borrow money required by it for the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it and interest on that money by:
 - (i) negotiable instrument;
 - (ii) a mortgage of unpaid contributions, whether levied or not;
 - (iii) a mortgage of any property owned by it;
 - (iv) a mortgage of common property, where approved by special resolution;
 - (v) any combination of subclauses (i) to (iv);

- (d) where approved by the owners, rent common property or property owned by the corporation;
- (e) subject to section 59 of the Act, charge interest at the rate set by owners at the annual meeting on any moneys owing to it by an owner; and
- (f) make an agreement with an owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit.

IV Election of the Board

Election of the board

- 5(1)** The board is to consist of not less than three and not more than seven owners or their designates.
- (2) Notwithstanding subsection (1), if there are not more than two owners, the board is to consist of all the owners or their designates.
- (3) An individual shall not be a member of the board unless that individual is 18 years of age or older.

Eligibility to sit on the board

- 6(1)** If a unit has more than one owner, only one owner, or his or her designate, respecting that unit, shall sit on the board at one time.
- (2) An owner who has not paid to the corporation the contributions due and owing respecting his or her unit is not eligible, nor is his or her designate, for election to the board.
- (3) An owner is not eligible to sit on the board if he or she:
 - (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
 - (b) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*; or
 - (c) has been convicted of an indictable offence for which he or she was liable to imprisonment for a term of not less than two years.

Voting

- 7** At an election of members of the board, each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the board.

Term of office

- 8(1)** Subject to subsection (2), a member of the board shall be elected at an annual meeting for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which he or she was elected to the board.
- (2) At the first annual meeting convened pursuant to section 38 of the Act:
 - (a) not more than 50% of the members of the board are to be elected for a term expiring at the conclusion of the annual meeting convened in the year following the year in which they were elected; and
 - (b) the balance of the members are to be elected for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which they were elected.

(3) Each member of the board shall remain in office until the occurrence of any of the following:

- (a) the office becomes vacant pursuant to section 10 of these bylaws;
- (b) the member resigns;
- (c) the member is removed pursuant to section 9 of these bylaws;
- (d) his or her term of office expires.

Removal of a member of the board

9 Except when the board consists of less than three individuals, the corporation may, by resolution at a general meeting, remove a member of the board before the expiration of his or her term of office and appoint another individual in his or her place to hold that office for the remainder of the term.

Vacating of the office of a member of the board

10 The office of a member of the board is vacated if he or she:

- (a) becomes bankrupt under the *Bankruptcy and Insolvency Act (Canada)*;
- (b) is more than 30 days in arrears in payment of any contribution required to be made by him or her as an owner;
- (c) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*;
- (d) is convicted of an indictable offence for which he or she is liable to imprisonment for a term of not less than two years;
- (e) resigns his or her office by serving notice in writing on the corporation; or
- (f) is absent from three consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that the member should be removed from his or her office.

Filling vacancy

11 When a vacancy occurs on the board pursuant to section 9 or 10 of these bylaws, the board may appoint an individual to fill that office until the next annual meeting.

V Officers of the Corporation

Officers

12(1) At the first meeting of the members of the board held after the general meeting of the corporation at which they were elected, the board shall designate from its members a president, vice-president, secretary and treasurer of the corporation.

(2) The board may designate a member to fill one or more of the offices mentioned in subsection (1).

(3) In addition to those duties assigned to the officers by the board, the president or, in the event of his or her absence or disability, the vice-president, shall act as chairperson of the meetings of the board.

(4) Where the president or vice-president is not available at the commencement of the meeting, the board shall elect a chairperson for the meeting and, if any chairperson so elected vacates the chair during the course of a meeting, the board shall choose another chairperson who has the same rights of voting.

(5) A person ceases to be an officer of the corporation if he or she ceases to be a member of the board.

(6) If a person ceases to be an officer of the corporation, the board shall designate from its members a person to fill that office for the remainder of the term.

VI Majority Vote and Quorum of the Board

Majority vote

13(1) At meetings of the board, all matters are to be determined by majority vote, and, in the event of a tie vote, the chairperson is entitled to cast a deciding vote in addition to his or her initial vote.

(2) Except where the board consists of a single director, a quorum of the board is two where the board consists of four or less members, three where it consists of five or six members and four where it consists of seven members.

VII Written Resolutions

Written resolution

14(1) A written resolution of the board signed by all of the members of the board has the same effect as a resolution passed at a meeting of the board properly convened and held.

(2) The written resolution may be communicated to each board member by a facsimile machine and when each member's signature appears on a copy of the resolution it is considered signed by all of the members for the purposes of subsection (1), whether or not each signature is an original signature.

(3) A copy of every resolution mentioned in subsections (1) and (2) is to be kept with the minutes of the board.

VIII Seal and Signing Authority of the Corporation

Seal

15 The corporation shall have a corporate seal that is not to be used except under the authority of a resolution of the board given prior to its use.

Signing authority

16 The board shall prescribe, by resolution:

(a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal; and

(b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

IX Powers and Duties of the Board

Duties

- 17(1) The board, in addition to the duties imposed in the Act, shall:
- (a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit;
 - (b) meet when a member of the board provides the other members with at least seven days' notice of a meeting proposed by him or her specifying the reason for calling the meeting;
 - (c) maintain financial records of all the assets, liabilities and equity of the corporation;
 - (d) submit an annual report consisting of the financial statements and other information that the board may determine or that may be directed by a resolution passed at a general meeting to the annual meeting;
 - (e) on application of an owner a mortgagee or any person authorized in writing by an owner or mortgagee, make the books of account available for inspection at all reasonable times;
 - (f) on application of an owner or mortgagee or any person authorized in writing by an owner or mortgagee, make the minutes of annual meetings and general meetings available for inspection at all reasonable times; and
 - (g) keep a copy of *The Condominium Property Act, 1993* and the regulations made pursuant to that Act.
- (2) The secretary or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- (a) recording and maintaining all the minutes of meetings of the board;
 - (b) all the correspondence of the corporation; and
 - (c) carrying out his or her duties under the direction of the chairperson and the board.
- (3) The treasurer or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- (a) receiving all money paid to the corporation and depositing that money as the board may direct;
 - (b) properly accounting for the funds of the corporation and keeping those books as the board directs;
 - (c) presenting to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation; and
 - (d) preparing for submission at the annual meeting:
 - (i) a budget for the forthcoming fiscal year of the corporation; and

(ii) the financial statement for the most recently completed fiscal year of the corporation.

(4) All officers of the corporation shall act honestly and in good faith and with a view to the best interests of the corporation, and each member of the board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Powers

18 The board may:

(a) employ on behalf of the corporation any agents and employees it considers necessary to control, manage and administer the real and personal property of the corporation and the common property and, in that respect, may authorize those persons to exercise the powers and carry out the duties of the corporation; and

(b) subject to any restriction imposed on it or direction given to it at a general meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

X Procedure for Annual Meeting and General Meetings

Order at meetings

19 All meetings of the board and general meetings are to be conducted according to the rules of order adopted by the meeting.

Owners requesting meeting

20(1) The board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a general meeting no later than 45 days after the request is received by any member of the board.

(2) The written request for a general meeting referred to in subsection (1) is to state the general nature of the business to be conducted at the meeting.

(3) The board shall prepare an agenda, including the matter requested pursuant to subsection (2), and may add matters to the agenda other than those requested pursuant to subsection (2).

Notice of meetings

21(1) When an annual meeting or a general meeting is to be convened, the board, not less than seven days prior to the day on which the meeting is to be convened, shall give to each owner written notice of the meeting stating:

(a) the place, date and time at which the meeting is to be convened; and

(b) the nature of all business to be brought forth at the meeting and level of approval required for each item.

(2) On being notified by a mortgagee entitled to vote pursuant to section 42 of the Act that it wishes to be notified of annual and general meetings, the board shall give to that mortgagee the same notices required to be given to the owner pursuant to subsection (1).

(3) An annual meeting or a general meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to subsection (1) for that meeting.

Quorum

22(1) Except as otherwise provided by these bylaws, no business shall be transacted at an annual meeting or a general meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting begins.

(2) A quorum for an annual meeting or a general meeting consists of not less than the number of persons or proxies representing 25% of all the unit factors.

(3) If, within 30 minutes from the time appointed for the commencement of an annual meeting or a general meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.

(4) If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purposes of that meeting.

Chairperson

23(1) The president, or in the event of his or her absence or disability, the vice-president or other person elected at the meeting, shall act as chairperson of an annual meeting or a general meeting.

(2) The order of business at an annual meeting, and as far as is practicable at any general meeting, may be as follows:

- (a) call to order by the chairperson;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and approval of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of members of the board;
- (h) unfinished business;
- (i) new business;
- (j) adjournment.

XI Voting

Voting

24(1) At an annual meeting or a general meeting, a resolution is to be voted on by a show of hands unless a vote by unit factors is demanded by a person entitled to vote and present in person or by proxy, and, unless a vote by unit factors is so demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

(2) If a person demands a vote by unit factor, that person may withdraw that demand and, on the demand being withdrawn, the vote shall be taken by a show of hands.

Vote by unit factors

25 A vote by unit factors, if demanded, is to be conducted in a manner as directed by the chairperson, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded.

Tie votes

26(1) Where there is a tie vote on a show of hands, the chairperson shall direct a vote by unit factors.

(2) Where there is a tie vote on a vote by unit factor, the resolution is defeated.

Voting by co-owners

27(1) If a vote is taken by unit factors, the number of votes that a person may cast is to correspond to the unit factors for the respective units represented by that person.

(2) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and:

(a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them; and

(b) in the case of a vote by unit factors, a co-owner is entitled to that portion of the vote applicable to the unit that is proportionate to his or her interest in the unit, as long as, where only one owner is present, that owner is entitled to vote all of the unit factors for that unit.

(3) A co-owner may demand that a vote by unit factors be taken.

Personal or proxy vote

28 In a show of hands or on a vote by unit factors, votes may be given either personally or by proxy.

Proxies

29(1) An instrument appointing a proxy is to be in writing and signed by the person making the appointment or his or her attorney, and may be either general or for a particular meeting.

(2) A proxy need not be an owner.

(3) A proxy is valid for one year from the date it is signed by the person giving the proxy.

Restrictions on voting

30 Except as provided for in section 27 of these bylaws, there are no restrictions or limitations on an owner's rights to vote at an annual meeting or a general meeting.

Written resolutions

31 If a resolution of the members of the corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual meeting or general meeting, would be entitled to vote has the same effect as a resolution duly passed at the meeting.

XII Enforcement of Bylaws

Enforcement of bylaws

32 The corporation is authorized to commence an action pursuant to section 99 of Act.

XIII Tenants

Corporation authorized

33 For the purposes of section 82 of the Act, the corporation is authorized to do the following:

- (a) impose or collect deposits pursuant to section 77 of the Act;
- (b) make applications to the Rentalsman pursuant to section 80 of the Act;
- (c) collect common expenses from tenants pursuant to section 81 of the Act.

XIV Restrictions in Use

Interpretation

34(1) In this section:

- (a) "**occupant**" means a person present in or on a unit or in or on the real or personal property of the corporation or the common property with the permission of an owner;
 - (b) "**owner**" includes a tenant.
- (2) An owner shall not:
- (a) use or enjoy the real or personal property of the corporation or the common property in a manner that unreasonably interferes with its use and enjoyment by other owners or occupants;
 - (b) use his or her unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;
 - (c) use his or her unit for a purpose that is illegal;
 - (d) make undue noise in or on his or her unit or on or about the real property of the corporation or the common property;

- (e) do anything respecting his or her unit, the real or personal property of the corporation or the common property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase in any insurance premiums payable by the corporation;
 - (f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - (g) hang or place on the real property of the corporation or the common property or within or on a unit anything that is aesthetically displeasing in the board's opinion when viewed from outside the units;
 - (h) leave articles belonging to his or her household on the real property of the corporation or the common property when those articles are not in actual use;
 - (i) obstruct a sidewalk, walkway, passage, driveway or parking area other than for entering and leaving his or her unit;
 - (j) use any portion of the real property of the corporation or the common property except in accordance with the bylaws.
- (3) An owner shall ensure that his or her occupants comply with the requirements that the owner must comply with pursuant to subsection (2).

CHAPTER C-50.12 REG 1

The Crown Foundations Act

Section 3

Order in Council 842/94, dated December 14, 1994

(Filed December 15, 1994)

Title

1 These regulations may be cited as *The Crown Foundations Regulations*.

Interpretation

2 In these regulations, "Act" means *The Crown Foundations Act*.

Foundations established

3(1) A foundation is established for The University of Regina to be called the University of Regina Crown Foundation.

(2) A foundation is established for The University of Saskatchewan to be called the University of Saskatchewan Crown Foundation.

Head office

4(1) The head office of the University of Regina Crown Foundation is to be in the City of Regina.

(2) The head office of the University of Saskatchewan Crown Foundation is to be in the City of Saskatoon.

Incorporation

5 No foundation shall incorporate another body corporate without the prior written approval of the minister.

Loans

6 No foundation shall borrow any money unless:

- (a) the minister has given prior written approval for the borrowing; and
- (b) the terms and conditions of the borrowing are approved by the Minister of Finance.

Restrictions on powers

7(1) A foundation shall not acquire or dispose of real property that the foundation uses or proposes to use to conduct its administration without the prior written approval of the minister.

(2) A foundation shall not distribute any of the assets of a foundation to any member of the board.

(3) A foundation shall exercise its powers only in order to further the purposes set out in section 5 of the Act.

Quorum

8(1) Subject to subsection (2), a majority of the members of a board constitutes a quorum.

(2) A board shall not transact business at a meeting unless there is a quorum and the following members of the board are present:

- (a) at least one member who was appointed to the board from the persons nominated by the university;
- (b) at least one member who is not described in clause (a);
- (c) either the chairperson or vice-chairperson.

Allowances

9(1) Notwithstanding subsection 7(2), a foundation may pay members of a board for travel and other expenses incurred by the member in connection with board business.

(2) Any payment made to board members pursuant to subsection (1) is not to exceed the tariff of travel and sustenance expenses approved pursuant to *The Public Service Act* for employees in the public service.

Conflict of interest

10 Subject to section 9, no member of a board shall make any profit respecting that member's service on the board.

Winding up

11(1) Subject to subsection (2), if a foundation is wound up, the assets of the foundation are to be applied in the following order:

- (a) to the costs of winding up;
- (b) to any liabilities of the foundation;
- (c) in the case of any remaining assets that were gifts received by the foundation, to the university for which the foundation was established;

- (d) in the case of the University of Regina Crown Foundation being wound up, to the University of Saskatchewan Crown Foundation;
 - (e) in the case of the University of Saskatchewan Crown Foundation being wound up, to the University of Regina Crown Foundation.
- (2) Where both foundations are wound up or there is only one foundation in existence and it is wound up, the assets of the foundation are to be applied in the following order:
- (a) to the costs of winding up;
 - (b) to any liabilities of the foundation;
 - (c) in the case of any remaining assets that were gifts received by the foundation, to the university for which the foundation was established;
 - (d) to the Government of Saskatchewan.

Coming into force

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

CHAPTER D-18.2 REG 3

The Department of Justice Act

Section 14.1

Order in Council 838/94, dated December 14, 1994

(Filed December 15, 1994)

Title

1 These regulations may be cited as *The Mediation Services Fees Regulations, 1994*.

Fees prescribed

2 The fees for mediation services provided pursuant to subsection 14.1(1) of *The Department of Justice Act* are the fees set out in these regulations.

Fees for individuals

3 For each party in mediation who is an individual, the fee is a minimum of \$20 per hour to a maximum of \$40 per hour, as determined pursuant to the Appendix.

Fees for government

4 For each party in mediation that is a department or agency of the government or a Crown corporation, other than a subsidiary Crown corporation as defined in *The Crown Corporations Act, 1993*, the fee is the same as the fee charged to the other party in the mediation, with a minimum fee of \$30 per hour.

Fees for corporations and others

5 For any other party in mediation, including a corporation and a subsidiary Crown corporation as defined in *The Crown Corporations Act, 1993*, the fee is \$40 per hour.

Other fees

6 For mediation training, mediation involving more than two parties or a facilitation, the fee is \$50 per hour for each mediator, to be paid by the parties equally unless they agree otherwise.

Administration fee

7 In addition to the fees mentioned in sections 3 to 5, each party mentioned in those sections shall pay an administration fee of \$30 for each mediation.

Calculating fees

8 Notwithstanding any other provision in these regulations, where a person other than the party in mediation is responsible for reimbursing that party or paying the fees of that party, those fees are to be calculated as if the person responsible for payment were a party in mediation.

R.R.S. c.D-18.2 Reg 2 repealed

9 *The Mediation Services Fees Regulations* are repealed.

Coming into force

10 These regulations come into force on January 1, 1995.

Appendix

The table consists of annual income on the horizontal axis and a single person or a family on the vertical axis.

Please Note: "Family" means an individual with one or more dependants or a couple with one or more dependants; "Annual income" means the annual income of the family determined in accordance with Part D of section 26 of The Saskatchewan Assistance Regulations.

| In dollars | 11,195 or Less | 11,196 to 13,715 | 13,716 to 16,235 | 16,236 to 18,515 | 18,516 to 20,795 | 20,796 to 23,075 | 23,076 to 25,355 | 25,356 to 27,635 | 27,636 to 29,915 | 29,916 to 32,195 | 32,196 to 34,475 | 34,476 to 36,755 | 36,756 to 39,035 | 39,036 to 41,315 | 41,316 to 43,595 | 43,596 to 45,875 | 45,876 or More |
|---------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|
| Single Without Dependants | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | | | | | | |
| Couple Without Dependants | \$20 | \$25 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | | | | | |
| Family With 1 Dependant | | \$20 | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | | | | |
| Family With 2 Dependants | | | \$20 | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | | | |
| Family With 3 Dependants | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | | |
| Family With 4 Dependants | | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | | |
| Family With 5 Dependants | | | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | | |
| Family With 6 Dependants | | | | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | | |
| Family With 7 Dependants | | | | | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 | |
| Family With 8 Dependants | | | | | | | | | | \$20 | \$25 | \$25 | \$30 | \$30 | \$35 | \$35 | \$40 |

The amount for each blank box on the left of the chart is \$20.
The amount for each blank box on the right of the chart is \$40.

CHAPTER E-0.1 REG 18

The Education Act

Sections 290.1 and 372

Order in Council 840/94, dated December 14, 1994

(Filed December 15, 1994)

Title

1 These regulations may be cited as *The School Division Tax Loss Compensation Fund Administration Regulations*.

Interpretation

2 For the purposes of these regulations:

(a) “**cost-sharing agreement**” means the Amended Cost-Sharing Agreement entered into between Canada and Saskatchewan on September 22, 1992, concerning, *inter alia*, their respective obligations for payment of the costs associated with the resolution of the outstanding Treaty Land Entitlements of certain Indian Bands;

(b) “**fiscal year**” means the fiscal year established pursuant to section 9;

(c) “**trust fund**” means the School Division Tax Loss Compensation Fund established pursuant to subsection 290.1(1) of *The Education Act*.

Administration of trust fund

3 The minister, or any person or association designated by the minister, shall administer the trust fund in accordance with these regulations.

Administrative expenses

4 The minister may make a payment out of the trust fund to defray the necessary expenses of administering the trust fund.

Payments

5(1) The minister may make a payment out of the trust fund pursuant to these regulations to any school division to compensate that school division for education tax revenue that is lost as a result of land within that school division being set apart as an Indian reserve pursuant to the terms of the Framework Agreement.

(2) Subject to subsection (3), a payment made pursuant to subsection (1) is to be made within 90 days from the latest of the following dates:

(a) the date the land to which the payment relates is set apart as an Indian reserve pursuant to the terms of the Framework Agreement;

(b) the date the Crown in right of Canada makes its payment to the trust fund with respect to the land set apart as an Indian reserve;

(c) the date the Crown in right of Saskatchewan makes its payment to the trust fund with respect to the land set apart as an Indian reserve.

(3) In the case of land within a school division being set apart as an Indian reserve pursuant to the terms of the Framework Agreement after both the Crown in right of Canada and the Crown in right of Saskatchewan have made their respective maximum contributions to the trust fund, a payment made pursuant to subsection (1) is to be made within 180 days from the date the land to which the payment relates is set apart as an Indian reserve.

(4) If any money is remaining in the trust fund when the trust fund is wound up, the minister may make a residual payment out of the trust fund pursuant to these regulations to any school division that received a payment pursuant to subsection (1).

Payment calculation

6(1) Subject to subsection (2), the amount of a payment made pursuant to subsection 5(1) with respect to any land that is set apart as an Indian reserve pursuant to the terms of the Framework Agreement is to be calculated in accordance with the following formula:

$$P = 75\% \times (70\% \times TR \times 25)$$

where:

P is the amount of the payment to be made to the school division; and

TR is the tax revenue receivable from education taxes levied on the land that is set apart in the calendar year immediately prior to the date on which the land is set apart as an Indian reserve.

(2) Where P is an amount that is greater than the amount of money remaining in the trust fund, the amount of P is the amount of money remaining in the trust fund.

Residual payment calculation

7 When the trust fund is wound up, the amount of a residual payment made pursuant to subsection 5(4) is to be calculated in accordance with the following formula:

$$RP = \frac{TS}{TF} \times F$$

where:

RP is the amount of the residual payment to be made to a school division when the trust fund is wound up;

TS is the total amount of money paid to the school division out of the trust fund;

TF is the total amount of money paid to all school divisions out of the trust fund; and

F is the amount of money remaining in the trust fund available for disbursement if the trust fund is wound up pursuant to clause 13(a).

Investments

8 The minister, or any person or association designated by the minister to administer the trust fund, may:

- (a) invest any moneys of the trust fund not immediately required for the purposes of payments to school divisions in any security or class of securities authorized for investment of moneys in the general revenue fund pursuant to *The Financial Administration Act, 1993*; and

(b) dispose of the investments in any manner, on any terms and in any amount that the minister, or any person or association designated by the minister to administer the trust fund, considers expedient.

Fiscal year

9 The fiscal year of the trust fund is the period commencing on April 1 in one year and ending on March 31 in the following year.

Audit

10 The Provincial Auditor, or any other auditor or auditors appointed by the Lieutenant Governor in Council, shall audit the records, accounts and financial statements of the trust fund annually and at any other time that the Lieutenant Governor in Council may require.

Annual report

11(1) In each fiscal year, the department, in accordance with *The Tabling of Documents Act, 1991*, shall submit the following to the minister:

(a) a report on the trust fund respecting its business for the preceding fiscal year;

(b) a financial statement showing the business of the trust fund for the preceding fiscal year in any form that may be required by Treasury Board.

(2) In accordance with *The Tabling of Documents Act, 1991*, the minister shall lay before the Legislative Assembly each report and statement received by him or her pursuant to subsection (1).

Overpayment

12 Any overpayment made to a school division, when a payment made pursuant to these regulations is made out of the trust fund, is a debt due to the Crown in right of Saskatchewan and may be recovered in any manner authorized by law.

Winding up

13 The trust fund may be wound up at the earlier of the following:

(a) the date when the maximum area of land that may be set apart as Indian reserves pursuant to the terms of the Framework Agreement has been set apart as Indian reserves pursuant to the terms of the Framework Agreement and payments to the affected school divisions required by section 5 have been made;

(b) the date when:

(i) there is no money in the trust fund; and

(ii) both the Crown in right of Canada and the Crown in right of Saskatchewan have made their respective maximum contributions to the trust fund pursuant to the terms of the cost-sharing agreement.

Coming into force

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

CHAPTER E-0.1 REG 19

The Education Act

Section 372

Order in Council 839/94, dated December 14, 1994

(Filed December 15, 1994)

PART I

Title, Interpretation and Application

Title

1 These regulations may be cited as *The 1994 School Grant Regulations*.

Interpretation

2 In these regulations:

- (a) **“ability to pay factor”** means the difference between one and the ratio of a school division’s basic grant to its net recognized expenditure;
- (b) **“Act”** means *The Education Act*;
- (c) **“approved”** means approved by the minister;
- (d) **“basic grant”** means the difference between a school division’s total recognized expenditure and total recognized revenue;
- (e) **“basic program”** means the sum of the expenditures set out for a school division in clause 8(a);
- (f) **“city school division”** means a school division that includes a city wholly or substantially within the school division’s boundaries;
- (g) **“community northern factor”** means the appropriate community northern factor as specified in Table 2;
- (h) **“downpayment”** means the contribution to capital from revenue required of a school division by the Saskatchewan Municipal Board in connection with authorization for capital borrowing for capital projects;
- (i) **“enrolment”** or **“enrolled”** means:
 - (i) in the case of kindergarten pupils in a kindergarten program commencing for the first time in the fall of any year, 40% of the number of kindergarten pupils reported to the minister in the Principal’s September Statistical Report; and
 - (ii) in the case of pupils reported in the Principal’s September Statistical Report, other than high-cost disabled pupils and the kindergarten pupils described in subclause (i), the recognized enrolment with respect to the school year for which the recognition applies;
- (j) **“equalization factor”** means the mill rate in Table 3 that is fixed by the minister for the purposes of clause 304(3)(a) of the Act;

- (k) **“full-time equivalent pupils”** means the number of pupils determined in accordance with section 5;
- (l) **“high-cost disabled pupil”** means a high-cost disabled pupil as defined in section 48 of *The Education Regulations, 1986*;
- (m) **“home attendance area”** means the area from which a pupil attends a certain school, as determined by the board of education that is fiscally responsible for the provision of educational services for the pupil;
- (n) **“language program”** means a course of educational instruction conducted in a language other than English and includes English as a second language;
- (o) **“low-cost disabled pupil”** means a pupil who is a low-cost disabled pupil as defined in section 48 of *The Education Regulations, 1986*;
- (p) **“net recognized expenditure”** means the difference between a school division’s total recognized expenditure and tuition fee revenue;
- (q) **“non-city school division”** means a school division that does not include a city within the boundaries of the school division;
- (r) **“northern factor”** means the appropriate northern factor in Table 1;
- (s) **“northern school division”** means a school division located in the Northern Saskatchewan Administration District;
- (t) **“parent-management board”** means a recognized agency that is incorporated pursuant to *The Non-profit Corporations Act*;
- (u) **“recognized”** means:
- (i) recognized by the minister; or
 - (ii) stated by these regulations to be recognized;
- (v) **“Special Needs Program Fund Pupil”** means:
- (i) a low-cost disabled pupil;
 - (ii) a high-cost disabled pupil as determined by the director of the school division and approved by the Special Education Branch of the department as meeting the criteria of clause 49(d) or (g) of *The Education Regulations, 1986*;
 - (iii) a gifted pupil, as determined by the director of the school division;
or
 - (iv) a pupil with speech or language disabilities, as determined by the director of the school division;
- (w) **“Special Needs Program Unit”** means one full-time equivalent special education support staff serving Special Needs Program Fund Pupils, as determined by the Special Education Branch of the department;
- (x) **“total approved cost”** means the sum of the construction cost, any consultants’ fees and any other costs that may be approved by the department on a project-by-project basis.

Application

3 These regulations apply only to grants made with respect to the 1994 calendar year.

PART II

Recognized Enrolment and Enrolment-based Expenditures

Deemed enrolment of high-cost disabled pupils

4 For the purposes of determining enrolment, a high-cost disabled pupil who is between the ages of:

- (a) three years zero months and 10 years seven months is deemed to be enrolled in the Elementary Level;
- (b) 10 years eight months and 14 years seven months is deemed to be enrolled in the Middle Level; and
- (c) 14 years eight months and 21 years is deemed to be enrolled in the Secondary Level.

Number of full-time equivalent pupils

5(1) For the purposes of this section, “**ratio of instructional time**” means the ratio of instructional time devoted to instruction to the total available instructional time per week for the pupil.

(2) The number of full-time equivalent pupils in a program is equal to the number of pupils enrolled in the program:

- (a) where:
 - (i) the pupils are enrolled in kindergarten to grade 12 and the program is not a language program; and
 - (ii) the ratio of instructional time is equal to or greater than 0.75;
- (b) where:
 - (i) the pupils are enrolled in kindergarten to grade 6 and the program is a language program; and
 - (ii) the ratio of instructional time is equal to or greater than 0.75; and
- (c) where:
 - (i) the pupils are enrolled in grades 7 to 12 and the program is a language program; and
 - (ii) the ratio of instructional time is equal to or greater than 0.6.

(3) In any case other than one described in subsection (2), the number of full-time equivalent pupils in a program is equal to the product of:

- (a) the number of pupils enrolled in the program; and
- (b) the ratio of instructional time.

Enrolment factor

6(1) Subject to section 10, unless otherwise determined by the minister, the numbers of pupils recognized in each category of recognized enrolment are those determined in accordance with this section.

(2) The minister shall add to the appropriate Elementary Level, Middle Level and Secondary Level enrolments the number of pupils reported to the minister on the Principal's September Statistical Report in "other" or "special" Elementary Level, Middle Level and Secondary Level programs.

(3) The number of recognized high-cost disabled pupils is the number of pupils, other than Special Needs Program Fund Pupils, determined by the Special Education Branch of the department for recognition in each category.

Pupils deemed not enrolled

7 A pupil is deemed not to have been enrolled for the purpose of determining the enrolment pursuant to section 6 where:

- (a) a board of education:
 - (i) enrolls a pupil who is not a resident of Saskatchewan; and
 - (ii) does not charge a tuition fee for that pupil; and
- (b) there is no recognized exchange program or no reciprocal student exchange between the receiving school division in Saskatchewan and that pupil's home jurisdiction.

Recognized expenditures

8 Recognized enrolment-based expenditures in school divisions consist of the amounts calculated on the basis of:

- (a) the basic rate per pupil enrolled set out in Table 4 with respect to expenditures for:
 - (i) administration;
 - (ii) instruction;
 - (iii) plant operation and maintenance;
 - (iv) non-capital furniture and equipment;
 - (v) non-capital renovations and repairs;
 - (vi) current interest expenses;
 - (vii) bank charges;
 - (viii) special events transportation;
- (b) with respect to expenditures for pupils enrolled in special programs, the recognized incremental rates per pupil set out in Table 5;
- (c) with respect to expenditures for an approved language program:
 - (i) the appropriate amount set out in Table 10 for each full-time equivalent pupil; and

- (ii) a one-time expenditure for the purchase of instructional resource material needed for implementation of the program calculated on the basis of the appropriate rate set out in Table 10; and
- (d) with respect to expenditures for northern school divisions where the enrolment is less than 600 pupils, the product of:
 - (i) 600 minus the enrolment in the school division; and
 - (ii) the amount per pupil set out in Table 13.

Small school factors

9 In the case of a non-city school division where the total number of pupils enrolled in kindergarten or in any grade in grades 1 to 12 in a school in the school division is less than 20, the basic program is increased by the product of:

- (a) the amount for the appropriate grade or kindergarten as specified in Table 12;
 - (b) an amount equal to the lesser of:
 - (i) the difference between 20 and the number of pupils enrolled in kindergarten or any specific grade; and
 - (ii) 10; and
 - (c) the appropriate locational small school factor as follows:
 - (i) in the case of:
 - (A) schools located on Hutterite colonies;
 - (B) French Type A schools designated in accordance with Table 10;
 - (C) French Type B schools designated in accordance with Table 10;
 - (D) schools that are the only schools in school divisions;
 - a locational small school factor of 0.675; or
 - (ii) in the case of a specific school that is not a school described in subclause (i), a locational small school factor calculated as the sum of:
 - (A) 0.35;
 - (B) the product of:
 - (I) where the distance between the specific school and the nearest school that is not a school described in subclause (i) is greater than 10 kilometres, the difference between that distance and 10; and
 - (II) 0.01875;
- to a maximum of 0.375; and

(C) the product of:

(I) where the distance between the specific school and the second nearest school that is not a school described in subclause (i) is greater than 10 kilometres, the difference between that distance and 10; and

(II) 0.01375;

to a maximum of 0.275.

Increased enrolment

10(1) Where the total enrolment for a school division as at:

- (a) March 1 of the 1993-94 school year; or
- (b) September 30 of the 1994-95 school year;

indicates an increase in total enrolment of more than 1% in relation to the total enrolment as set out in all Principals' September Statistical Reports for the school division for the 1993-94 school year, the board may notify the minister of the increase.

(2) Where a board notifies the minister of an increase pursuant to subsection (1), the minister shall, subject to subsections (3) and (4), recalculate the basic program for the school division on the basis of any increase in total enrolment that is in excess of 1%.

(3) Where the increases in total enrolment mentioned in subsection (1) are calculated for September 30 of the 1994-95 school year, only 40% of the increase is recognized for the purposes of subsection (2).

(4) When recalculating any basic program pursuant to subsection (2), the minister may take into account any special factors that the minister considers appropriate, including a major shift in attendance of pupils from one school division to another or the withdrawal of a significant number of pupils sponsored by another department or agency, and make adjustments to the recalculation on that basis.

Continuous enrolment increase

11 Where the enrolment in a school division meets the criteria for the enrolment increase pursuant to section 10 for two consecutive years, the school division may notify the minister of the increases and the previous year's increase in total enrolment may be recognized with respect to amounts up to 1%.

Declining enrolment

12(1) Subject to subsection (2), the minister shall take into account the declining enrolment in a school division by increasing the basic program by an amount calculated on the basis of the sum of:

- (a) 60% of the percentage drop in enrolment between the 1993-94 school year and the 1992-93 school year; and
- (b) 40% of the percentage drop in enrolment between the 1991-92 school year and the 1992-93 school year.

(2) When including or excluding enrolments for the purpose of arriving at the amount of decline in enrolment pursuant to this section, the minister may take into account any special factors that the minister considers appropriate, including a major shift in attendance of pupils from one school division to another or the withdrawal of a significant number of pupils sponsored by another department or agency and make adjustments to the recalculation on that basis.

(3) Comprehensive school pupils for whom services are directly purchased from a comprehensive school operated by a joint board are to be included in their home school division for the purposes of calculations pursuant to this section.

Sparsity factor

13 The minister shall increase the basic program and the recognized tuition fees for all non-city school divisions by a percentage determined by the number of pupils per square kilometre as set out in Table 14.

Shared services

14 Where a school division, other than a school division in Regina or Saskatoon, participates in a shared services program, the minister shall increase the basic program of the school division based on the product of:

- (a) the ratio of the number of pupils in the school division to the number of pupils in the shared services region;
- (b) the number of recognized shared services staff in the shared services region; and
- (c) the amount in Table 6.

Special needs program fund

15 The recognized expenditures of a school division are to be increased by the product of:

- (a) the number of approved Special Needs Program Units determined by the Special Education Branch of the department for the school division for 1994; and
- (b) the recognized amount per unit in Table 7.

Application of northern factor

16 In the case of a northern school division, all recognized expenditures mentioned in this Part shall be subject to multiplication by the northern factor for that school division set out in Table 1.

PART III
**Recognized Transportation, Board and Room and
Facility Rental Expenditures**

Recognized transportation expenditures

17 Recognized transportation expenditures in school divisions consist of amounts calculated on the basis of:

- (a) for pupils transported by means of regular transportation in city school divisions and other approved school divisions in which transportation expenditures are declared by the minister to be eligible for grant support, transportation allowances equal to:

- (i) in the case of pupils for whom approved transportation is provided for a full school year, the total actual aggregate costs of transportation to a maximum of the amount specified in item 1 of Table 8 with respect to the appropriate type of pupil, per pupil per year; and
 - (ii) in the case of approved transportation for pupils other than high-cost disabled pupils to whom transportation is provided for less than a full school year, the actual costs of transportation to a maximum of the rate specified in item 1 of Table 8 per pupil per day;
- (b) for transportation in approved non-city school divisions, other than northern school divisions, transportation allowances equal to:
- (i) for pupils transported by means of regular rural transportation service:
 - (A) the amount specified in item 2 of Table 8 per pupil per year for each pupil for whom regular rural transportation service are provided;
 - (B) a once yearly payment equal to the product of:
 - (I) the recognized amount per kilometre of daily regular rural transportation service travel as specified in item 2 of Table 8; and
 - (II) the number of kilometres travelled by the regular rural transportation service for the transportation of pupils in one school day; and
 - (C) for pupils transported by a supplemental means of transportation in addition to regular rural transportation service, transportation allowances to parents equal to the total actual costs of transportation to a maximum of the amount per vehicle per kilometre of approved travel as specified in item 2 of Table 8; and
 - (ii) for pupils transported solely by a means of transportation other than regular rural transportation, transportation allowances to parents equal to the total actual costs of transportation to a maximum of the amount per vehicle per kilometre of approved travel as specified in item 2 of Table 8;
- (c) for local transportation in northern school divisions, transportation allowances equal to:
- (i) for pupils transported by means of regular rural transportation service:
 - (A) the product of:
 - (I) the amount specified in item 3 of Table 8 per pupil per year for each pupil for whom regular rural transportation service are provided; and

- (II) the northern factor for the appropriate northern school division as set out in Table 1;
- (B) a once yearly payment equal to the product of:
 - (I) the recognized amount per kilometre of daily regular rural transportation service travel as specified in item 3 of Table 8;
 - (II) the number of kilometres travelled by the regular rural transportation service for the transportation of pupils in one school day; and
 - (III) the northern factor for the appropriate northern school division as set out in Table 1; and
- (C) for pupils transported by a supplemental means of transportation in addition to regular rural transportation service, transportation allowances to parents equal to the total actual costs of transportation to a maximum of:
 - (I) with respect to pupils in northern school divisions other than the Northern Lights School Division, the product of the amount per vehicle per kilometre of approved travel as specified in item 3 of Table 8 and the northern factor for the appropriate northern school division as set out in Table 1; and
 - (II) with respect to pupils in the Northern Lights School Division, the product of the amount per vehicle per kilometre of approved travel as specified in item 3 of Table 8 and the appropriate community northern factor as determined in accordance with Table 2; and
- (ii) for pupils transported solely by a means of transportation other than regular rural transportation, transportation allowances to parents equal to the total actual costs of transportation to a maximum of:
 - (A) with respect to pupils in northern school divisions other than the Northern Lights School Division, the product of:
 - (I) the amount per vehicle per kilometre of approved travel as specified in item 3 of Table 8; and
 - (II) the northern factor for the appropriate northern school division as set out in Table 1; and
 - (B) with respect to pupils in the Northern Lights School Division, the product of:
 - (I) the amount per vehicle per kilometre of approved travel as specified in item 3 of Table 8; and
 - (II) the appropriate community northern factor as determined in accordance with Table 2; and

(d) for transportation, other than local transportation, in northern school divisions in which transportation expenditures are declared by the minister to be eligible for grant support, transportation allowances equal to:

(i) for high-cost disabled pupils boarding away from home, the actual approved travel costs to and from the home and the place of boarding; and

(ii) for pupils other than high-cost disabled pupils boarding away from home, the total actual approved travel costs to a maximum of:

(A) with respect to pupils travelling by land from northern school divisions other than the Northern Lights School Division, the product of:

(I) the amount per pupil per kilometre of approved travel by land as specified in item 4 of Table 8 for each kilometre of approved travel that each pupil travels on land; and

(II) the northern factor for the appropriate northern school division as specified in Table 1;

(B) with respect to pupils travelling by land from the Northern Lights School Division, the product of:

(I) the amount per pupil per kilometre of approved travel by land as specified in item 4 of Table 8 for each kilometre of approved travel that each pupil travels on land; and

(II) the community northern factor set out in Table 2 for the community in which a pupil attends school; and

(C) with respect to pupils travelling by air, the amount per pupil per kilometre of approved air travel as specified in paragraph 4 of Table 8 for each kilometre of approved travel that each pupil travels by air.

Recognized room and board expenditures

18 Where a school division pays a room and board allowance for a pupil who resides elsewhere than at home and who receives educational services outside that pupil's home attendance area, the recognized expenditure with respect to that allowance consists of amounts calculated on the basis of:

(a) for school divisions other than northern school divisions, the total actual costs of room and board to a maximum of the amount set out in Table 9 for the specified type of pupil, per pupil per month;

(b) for northern school divisions other than the Northern Lights School Division, the total actual costs of room and board to a maximum of the product of:

(i) the amount for the specified type of pupil per month set out in Table 9 for each month during which expenditure is made for room and board for a pupil residing elsewhere than at home; and

- (ii) the northern factor for the appropriate northern school division set out in Table 1;
- (c) for the Northern Lights School Division, the total actual costs of room and board to a maximum of the product of:
 - (i) the amount for the specified type of pupil per month set out in Table 9 for each month during which expenditure is made for room and board for a pupil residing elsewhere than at home; and
 - (ii) the community northern factor set out in Table 2 for the community in which a pupil attends school.

Recognized facility rental expenditures

19 Recognized expenditures for expenditures to rent facilities required for school activities consist of amounts calculated on the basis of:

- (a) for school divisions other than northern school divisions, the total actual approved rental costs to a maximum of:
 - (i) for classroom rentals, the amount set out in Table 11 per approved classroom per month for each approved classroom rented each month; and
 - (ii) for gymnasias and halls, for each school, the lesser of the two amounts calculated on the basis of the two alternative rates set out in Table 11;
- (b) for northern school divisions other than the Northern Lights School Division, the total actual approved rental costs to a maximum of the product of:
 - (i) an amount calculated as specified in subclause (a)(i) plus an amount calculated as specified in subclause (a)(ii); and
 - (ii) the northern factor for the appropriate northern school division as set out in Table 1;
- (c) for the Northern Lights School Division, the total actual approved rental costs to a maximum of the product of:
 - (i) an amount calculated as specified in subclause (a)(i) plus an amount calculated as specified in subclause (a)(ii); and
 - (ii) the community northern factor as specified in Table 2 for the community in which the rental occurs.

PART IV

Recognized Educational Service Expenditures

Recognized expenditures

20 Recognized educational service expenditures in school divisions consist of:

- (a) the total actual costs of employing substitute teachers for a maximum of seven consecutive days when the regular teacher is granted leave with full pay by the school division for the purpose of attending a seminar or workshop that has received the prior approval of the minister;

(b) that portion of the previous school year's costs of employing substitute or temporary teachers in place of regular teachers who were absent on sick leave that is in excess of the equivalent of two mills calculated on the total equalized assessment for that year of the school division and that is approved by the minister;

(c) in the case of the approved purchase of technical aids for high-cost disabled pupils who meet the criteria of clause 49(a), (b), (c), (e), (f), or (h) of *The Education Regulations, 1986*, the total actual cost to a maximum of the amount set out in Table 16;

(d) the total actual cost of tuition fee expenditures for those pupils enrolling in courses from the Saskatchewan Government Correspondence School;

(e) payments to other school divisions, approved agencies or individuals, other than historical high schools as defined in *The Independent Schools Regulations*, for the purchase of educational services in the amount equal to the lesser of:

(i) the actual cost of the purchase of educational services; and

(ii) the amount calculated as the sum of:

(A) the application of the basic rate set out in Table 4 to the actual number of pupils for whom educational services are purchased;

(B) the application of the appropriate incremental rate set out in Table 5 to the actual number of high-cost disabled pupils, other than Special Needs Program Fund Pupils, for whom educational services are purchased; and

(C) when comprehensive education services are purchased, the application of the comprehensive rate set out in Table 5 to the actual number of pupils for whom educational services are purchased;

(f) payments to approved historical high schools, as defined in *The Independent Schools Regulations*, that meet the requirements of subsection 30(2), for the purchase of educational services in an amount equal to the application of the basic rate set out in Table 4 to the actual number of pupils for whom educational services are purchased; and

(g) payments by a northern school division to other northern school divisions or approved educational institutions in the Northern Saskatchewan Administration District with respect to the purchase of educational services in an amount equal to the product of:

(i) an amount equal to the total of the amounts determined pursuant to subclauses (e)(i) and (ii) and clause (f); and

(ii) the northern factor for the school division purchasing the educational services.

PART V
Additional Recognized Expenditures

Additional recognized expenditures

21(1) The minister may recognize any expenditures, in addition to those described in Parts II, III and IV, that the minister considers appropriate.

(2) In determining the recognized local expenditures of a conseil scolaire for the purposes of an operating grant to that conseil scolaire, the minister:

- (a) shall recognize the expenditures described in Parts II, III and IV, subject to any modifications that the minister considers necessary or appropriate; and
- (b) may recognize any additional expenditures that the minister considers appropriate.

PART VI
Recognized Revenue

Recognized local revenue

22(1) Recognized local revenue is to be determined in accordance with this Part.

(2) The assessment to be used in the calculation of grants for a year is that amount determined jointly by the minister and the school division, but, where the final equalized assessment differs from the estimated equalized assessment, the appropriate adjustment is to be added to or recovered from the subsequent year's grant.

(3) The assessed value of a property is to be added to the estimated equalized assessment where a municipality has exempted that property from the property tax roll pursuant to:

- (a) subsection 275(2) or (3) of *The Urban Municipality Act, 1984*; or
- (b) subsection 331(3) or (4) of *The Rural Municipality Act, 1989*.

(4) Revenue from trailer fees and from grants in lieu of taxes received due to exempt assessments are to be converted to an equivalent assessment, and those assessments are to be added to the equalized assessment of the school division for the purpose of calculating grants.

Fee Revenue

23(1) Fee revenues received by a school division, other than a northern school division, from other school divisions, individuals, governments or institutions for the provision of educational services for pupils are recognized in the amount equal to the lesser of:

- (a) the actual amount charged by the school division for the provision of the educational services; and
- (b) the amount calculated as the sum of:
 - (i) the application of the basic rate set out in Table 4 to the actual number of pupils for whom educational services are provided; and

- (ii) the application of the incremental rates set out in Table 5 to:
 - (A) the actual number of high-cost disabled pupils, other than Special Needs Program Fund Pupils, for whom educational services are provided; and
 - (B) the actual number of pupils for whom comprehensive educational services are provided.

(2) Fee revenues received by a northern school division from other school divisions, individuals, governments or institutions with respect to the provision of educational services for pupils are recognized local revenue in the amount equal to the sum of:

- (a) an amount equal to the total of the amounts determined in clauses (1)(a) and (b); and
- (b) the northern factor set out in Table 1 for the school division in which the pupil attends school.

Other recognized revenues

24(1) The minister may recognize any revenues, in addition to those described in sections 22 and 23, that the minister considers appropriate.

(2) In determining the recognized local revenue of a conseil scolaire for the purposes of an operating grant to that conseil scolaire, the minister:

- (a) shall recognize the revenues described in section 23, subject to any modifications that the minister considers necessary or appropriate; and
- (b) may recognize any additional revenues that the minister considers appropriate.

PART VII
Capital Expenditures

Recognized capital expenditures

25 Recognized capital expenditures in school divisions consist of:

(a) with respect to expenditures for recognized debt retirement for school facilities and, in the case of a school division located in the Northern Saskatchewan Administration District, teachers' residences, the sum of:

- (i) actual payments of principal and interest for approved capital loans and debentures; and
- (ii) actual payments made to other school divisions in lieu of direct debt retirement;

less any payments received from other school divisions, government, Indian bands or institutions for capital debt retirement; and

- (b) the replenishment of any cash reserve funds recognized by the minister:
 - (i) in equal annual instalments, including principal and interest, for a term agreed on by a board of education and the minister where those cash reserve funds are utilized by the board of education with the minister's approval for approved capital projects; and

- (ii) at an interest rate approved by the minister at the time the funding arrangement is completed.

PART VIII
Capital Funding

Interpretation of Part

26 In this Part:

(a) **“actual usable area”** means the entire area of floor space in a school, in square metres, excluding any area of floor space used for:

- (i) walls;
- (ii) internal circulation in the school, including corridors, hallways, mudrooms, vestibules and foyers;
- (iii) mechanical and boiler rooms;
- (iv) janitorial and building maintenance areas;
- (v) student washrooms;
- (vi) gymnasium service areas, which include areas of floor space used for those purposes set out in Table B of the Saskatchewan Education, Training and Employment School Facilities Funding Guidelines, 1994;
- (vii) survey areas as defined in the Saskatchewan Education, Training and Employment School Facilities Funding Guidelines, 1994;

(b) **“average provincial mill”** means the mathematical average of the value of one mill from all school divisions offering K-12 curricula for the assessment year prior to the fiscal year in which the capital project is approved;

(c) **“base share”** means a numerical value calculated in accordance with the following formula:

$$BS = (0.7 + UF) \times [(0.5 \times APF) + 0.25]$$

where:

BS is the base share;

UF is the utilization factor calculated pursuant to these regulations; and

APF is the ability to pay factor calculated pursuant to these regulations;

(d) **“debenture interest”** means any revenue earned as interest on moneys received from the sale of debentures, before the issuance of the final approval of the capital project, that may be recognized by the minister;

(e) **“estimated school division downpayment”** means the estimated value of a division’s contribution to capital funding as determined by the department prior to public tender and is the product of:

- (i) the difference between:
 - (A) the estimated cost of the project; and

- (B) the sum of:
 - (I) all applicable federal tax rebates;
 - (II) all third party funding;
 - (III) debenture interest; and
 - (IV) unused capital surpluses; and
- (ii) the school division share percentage;
- (f) **“maximum provincial contribution”** means the maximum value, in the minister’s discretion, of provincial funding for a capital project and is the difference between:
 - (i) the estimated cost of the project; and
 - (ii) the sum of:
 - (A) the estimated school division downpayment;
 - (B) all applicable federal tax rebates;
 - (C) all third party funding;
 - (D) debenture interest; and
 - (E) unused capital surpluses;
- (g) **“mill factor”** means a numerical value calculated in accordance with the following formula:

$$ML = \frac{\log(BM \div APM)}{6.52957} \times BS$$

where:

ML is the mill factor;

BM is the value of the particular school division’s mill;

APM is the average provincial mill; and

BS is the base share for the school division, calculated pursuant to these regulations;

- (h) **“recognized usable area”** means the recognized area of floor space in a school, in square metres, as determined in accordance with the Saskatchewan Education, Training and Employment School Facilities Funding Guidelines, 1994;
- (i) **“school division share percentage”** means the level of school division funding used for capital estimating purposes and is the sum of:
 - (i) the base share; and
 - (ii) the mill factor;

- (j) **“target school”** means the specific school for which a capital funding request is made by a school division;
- (k) **“total actual usable area”** means the sum of:
 - (i) the actual usable area in a target school; and
 - (ii) the sum of the actual usable areas for all schools currently in operation that are located within a 30-kilometre radius of a target school;
- (l) **“total recognized usable area”** means the sum of:
 - (i) the recognized usable area for a target school; and
 - (ii) the sum of the recognized usable areas for all schools currently in operation that are:
 - (A) located within a 30-kilometre radius of a target school;
 - (B) located in the same school division as a target school.

Utilization factor

27(1) Subject to subsection (2), the utilization factor for a target school is the amount calculated as the difference between:

- (a) 0.8; and
 - (b) the quotient of the total recognized usable area divided by the total actual usable area.
- (2) The utilization factor is to be deemed to be zero where:
- (a) the utilization factor, as calculated pursuant to subsection (1), yields a negative or zero value; or
 - (b) the capital project:
 - (i) has a total approved cost less than \$100,000; and
 - (ii) does not involve the addition of new instructional area or the renovation of existing instructional areas to new instructional program areas.

Building grants

28(1) Subject to subsection (5), in the case of capital projects approved before April 1, 1993, the amount of a downpayment paid by a school division is to be determined by the regulations in effect for the year in which funding approval was received.

(2) Subject to subsections (5) and (6), in the case of capital projects approved on or after April 1, 1993, the downpayment is the difference between:

- (a) the contract price; and
- (b) the sum of:
 - (i) the maximum provincial contribution;

- (ii) all applicable federal tax rebates;
- (iii) all third party funding;
- (iv) debenture interest; and
- (v) unused capital surpluses.

(3) For projects approved on or after April 1, 1990 and before April 1, 1993, and where an approved project involves accessibility and emergency safety repairs, the downpayment is an amount equal to the product of:

- (a) the sum of:
 - (i) 0.4; and
 - (ii) the utilization factor for the target school;
- (b) the total approved cost; and
- (c) the product of:
 - (i) the ability to pay factor; and
 - (ii) 0.25.

(4) Subject to subsection (6), for projects approved on or after April 1, 1993, and where an approved project involves accessibility modifications only, the downpayment is the difference between:

- (a) the contract price; and
- (b) the sum of:
 - (i) the maximum provincial contribution;
 - (ii) all applicable federal tax rebates;
 - (iii) all third party funding;
 - (iv) debenture interest; and
 - (v) unused capital surplus.

(5) For the purposes of subsection (1) or (2), the minimum value of the downpayment of the school division is the lesser of:

- (a) one-half mill applied to the total equalized assessment of the school division; and
- (b) for:
 - (i) roof projects, \$5,000;
 - (ii) fuel tank removal, \$5,000 per tank; and
 - (iii) all other capital projects, \$50,000.

(6) For the purposes of subsection (2) or (4), the downpayment shall be set at its minimum value with respect to subsection (5) where the contract price is less than or equal to the sum of:

- (a) the maximum provincial contribution;

- (b) all applicable federal sales tax rebates;
 - (c) all third party funding;
 - (d) debenture interest; and
 - (e) unused capital surpluses.
- (7) Where subsection (6) applies, the revised maximum provincial contribution will be the difference between the contract price and the sum of:
- (a) the minimum school division downpayment;
 - (b) all applicable federal sales tax rebates;
 - (c) all third party funding;
 - (d) debenture interest; and
 - (e) unused capital surpluses.

Northern teacherage allowances

29 Northern teacherage allowances are payable to a northern school division to a maximum amount equal to the difference between:

- (a) the previous year's actual teacherage expenditure; and
- (b) the previous year's actual teacherage expenditure divided by the northern factor for that school division set out in Table 1.

Historical high schools cash reserves

30(1) Subject to subsection (2), the replenishment of cash reserves within the meaning of clause 25(b) is payable to assist historical high schools, as defined in *The Independent Schools Regulations*, other than Athol Murray College of Notre Dame and College Mathieu (High School), that are considered by the minister to be eligible for assistance, for capital construction in an amount equal to 20% of the recognized costs of the facilities, including architect's fees.

(2) A historical high school, as defined in *The Independent Schools Regulations*, other than Athol Murray College of Notre Dame and College Mathieu (High School), is eligible for the replenishment of cash reserves pursuant to this section only where it:

- (a) has been in operation for not less than five years;
- (b) has had an enrolment during each of the preceding two years of operation of not less than 60 pupils in grades 9 to 12;
- (c) meets the requirements of the minister, *The Education Act* and the regulations pursuant to *The Education Act* with respect to courses of study, qualifications of teachers, operating schedules and supervisions;
- (d) furnishes the minister with any information that the minister may require with respect to finances, structure and administration of the school; and
- (e) with respect to capital projects, submits preliminary drawings and cost estimates of proposed projects to the minister.

PART IX
Other Grants

Independent schools

31(1) Subject to subsections (2) and (3), grants to assist in the operation of a historical high school, as defined in *The Independent Schools Regulations*, are payable:

- (a) for each pupil enrolled in grades 9 to 12 in the school who is a Saskatchewan resident but who is not sponsored by a board of education, in the amount specified in Table 15; and
 - (b) for each foreign student enrolled as a pupil in grades 9 to 12 in the school during the period from January 1, 1994 to June 30, 1994 in an amount equal to 30% of the amount specified in Table 15.
- (2) Grants are payable to a historical high school pursuant to subsection (1) only where the historical high school meets the criteria set out in subsection 30(2).
- (3) Athol Murray College of Notre Dame and College Mathieu (High School) are not eligible for grants pursuant to this section.
- (4) Grants to assist in the operation of Ranch Ehrlo Society, incorporated pursuant to *The Non-Profit Corporations Act*, are payable in an amount equal to the actual cost of the provision of educational services to pupils by the society as determined by the Special Education Branch of the department.

Grants to parent-management boards

32 Grants are payable to parent-management boards for approved classes established for the instruction of pre-school and school-aged high-cost disabled pupils in an amount equal to the sum of:

- (a) the basic rates and recognized incremental rates per pupil per year set out in Tables 4 and 5 for each pupil enrolled; and
- (b) expenditures for transportation calculated pursuant to section 17.

PART X
Coming into Force

Coming into force

33 These regulations come into force on the day on which they are filed with the Registrar of Regulations, but are retroactive and are deemed to have been in force on and from January 1, 1994.

Appendix

TABLE 1
[Clause 2(r)]

Northern Factors

| <i>Northern School Division</i> | <i>Northern Factor</i> |
|---------------------------------|------------------------|
| Northern Lights | 1.33 |
| Creighton | 1.34 |
| Ile-a-la-Crosse | 1.35 |

TABLE 2
[Clause 2(g)]

Community Northern Factors

| <i>Community (Northern Lights School Division)</i> | <i>Community Northern Factor</i> |
|--|--------------------------------------|
| Beauval | 1.34 |
| Brabant | 1.38 |
| Buffalo Narrows | 1.32 |
| Camsell Portage | 1.72 |
| Cole Bay | 1.40 |
| Cumberland House | 1.36 |
| Denare Beach | 1.35 |
| Deschambault Lake | 1.32 |
| Dore Lake | 1.35 |
| Flin Flon | 1.34 |
| Green Lake | 1.18 |
| Jans Bay | 1.39 |
| Kinoosao | 1.62 |
| La Loche | 1.36 |
| La Ronge | 1.17 |
| Michel Village | 1.50 |
| Pinehouse | 1.41 |
| Prince Albert | 1.00 |
| Sandy Bay | 1.38 |
| Southend | 1.35 |
| Stanley Mission | 1.26 |
| St. George's Hill | 1.46 |
| Stony Rapids | 1.81 |
| Sturgeon Landing | 1.42 |
| Timber Bay | 1.33 |
| Turnor Lake | 1.43 |
| Uranium City | 1.72 |
| Weyakwin | 1.21 |
| Wollaston Lake | 1.48 |

TABLE 3
[Clause 2(j)]

Equalization Factor

| <i>Location of School Division</i> | <i>Mills</i> |
|------------------------------------|--------------|
| All School Divisions | .0652 |

TABLE 4
[Clause 8(a)]

Basic Rates Per Year Per Pupil Enrolled

| <i>Type of Pupil</i> | <i>Rate for Regina, Saskatoon, Prince Albert and Moose Jaw School Divisions with enrolments in excess of 2,000 pupils</i> | <i>Rate for Other School Divisions</i> |
|----------------------|---|--|
| Kindergarten | \$1,555 | \$1,640 |
| Elementary Level | 3,007 | 3,156 |
| Middle Level | 3,224 | 3,383 |
| Secondary Level | 3,714 | 3,883 |

TABLE 5
[Clause 8(b)]

Recognized Incremental Rates Per Year

| <i>Type of Pupil</i> | <i>Rate Per Pupil Enrolled</i> |
|------------------------------|--------------------------------|
| High-cost disabled – Level 1 | \$4,454 |
| High-cost disabled – Level 2 | 6,644 |
| Comprehensive | 253 |

TABLE 6
[Clause 14(c)]

Shared Services Grants

| | |
|--|----------|
| Recognized amount per staff per shared services area | \$57,604 |
|--|----------|

TABLE 7
[Clause 15(b)]

Special Needs Program Fund

| | |
|----------------------------|----------|
| Recognized amount per unit | \$25,000 |
|----------------------------|----------|

TABLE 8
[Section 17]

Pupil Transportation Rates

| | | |
|---|--|------------|
| 1 | City school divisions and other approved school divisions: | |
| | (a) recognized per high-cost disabled pupil per year | \$2,260.00 |
| | (b) recognized per pupil, other than high-cost disabled pupil, per year | 416.00 |
| | (c) recognized per pupil, other than high-cost disabled pupil, per day | 2.08 |
| 2 | Approved non-city school divisions: | |
| | (a) recognized per pupil per year | \$133.00 |
| | (b) recognized per kilometre of daily regular rural transportation service travel | 149.00 |
| | (c) recognized payment to parents per vehicle per kilometre of approved travel | 0.2561 |
| 3 | Local transportation in northern school divisions: | |
| | (a) recognized per pupil per year | \$133.00 |
| | (b) recognized per kilometre of daily regular rural transportation service travel | 149.00 |
| | (c) recognized payment to parents per vehicle per kilometre of approved travel | 0.2561 |
| 4 | Other than local transportation in northern school divisions: | |
| | (a) recognized payment to parents per vehicle per kilometre of approved travel by land | 0.2561 |
| | (b) recognized per pupil, other than high-cost disabled pupil, per kilometre of approved travel by air | 0.9752 |

TABLE 9
[Section 18]

Room and Board Rates

| <i>Type of Pupil</i> | <i>Rate Per Month</i> |
|-------------------------------|-----------------------|
| High-cost disabled | \$420 |
| Other than high-cost disabled | 304 |

TABLE 10
[Clauses 8(c) and 9(c)]

Second Language Program and Implementation

| <i>Recognized Rate Per Full-time Equivalent</i> | <i>% of Time Used in Second Language Instruction</i> | <i>Implementation Year Grant Per Pupil</i> |
|---|--|--|
| \$215 | 0 – 24 | \$ 43 |
| 303 | 25 – 49 | 86 |
| 395 | 50 – 100 (Type B) | 137 |
| 496 | 75 – 100 (Type A) | 191 |

TABLE 11
[Section 19]

Maximum Rental of Facilities

| <i>Facility</i> | <i>School Division Rates</i> |
|--------------------|------------------------------------|
| Classrooms | \$293/month |
| Gymnasia and halls | \$52/pupil/year or \$8,863/year |

TABLE 12
[Clause 9(a)]

Small School Factor

| <i>Small School</i> | <i>Amount</i> |
|---------------------|---------------|
| Kindergarten | \$330 |
| Elementary | 525 |
| Middle | 560 |
| Secondary | 600 |

TABLE 13
[Subclause (8)(d)(ii)]

Special Amounts re Northern School Divisions

| | |
|------------------|-------|
| Per pupil amount | \$275 |
|------------------|-------|

TABLE 14
[Section 13]

Sparsity Factor

| <i>Number of Pupils Per Square Kilometre</i> | <i>Sparsity Percentage</i> |
|--|--------------------------------|
| .250 | 3.59 |
| .255 | 3.44 |
| .260 | 3.29 |
| .265 | 3.14 |
| .270 | 2.99 |
| .275 | 2.84 |
| .280 | 2.69 |
| .285 | 2.54 |
| .290 | 2.39 |
| .295 | 2.24 |
| .300 | 2.09 |
| .305 | 1.94 |
| .310 | 1.79 |

TABLE 14
[Section 13]

Sparsity Factor (cont'd)

| <i>Number of Pupils Per Square Kilometre</i> | <i>Sparsity Percentage</i> |
|--|--------------------------------|
| .315 | 1.64 |
| .320 | 1.49 |
| .325 | 1.34 |
| .330 | 1.19 |
| .335 | 1.04 |
| .340 | 0.89 |
| .345 | 0.74 |
| .350 | 0.59 |
| .355 | 0.44 |
| .360 | 0.29 |
| .365 | 0.14 |
| .370 | 0.00 |

TABLE 15
[Section 31]

Independent and Other Special School Grants

| <i>Type of School</i> | <i>Rate</i> |
|-------------------------|---------------|
| Independent High School | \$1,837/pupil |

TABLE 16
[Section 20]

Technical Aids Equipment

| | |
|--------------------------------------|---------------|
| Technical Aids Equipment Recognition | \$3,600/pupil |
|--------------------------------------|---------------|

CHAPTER P-6.2 REG 1

The Personal Property Security Act, 1993

Section 71

Order in Council 836/94, dated December 14, 1994

(Filed December 15, 1994)

PRELIMINARY

Title

1 These regulations may be cited as *The Personal Property Security Regulations*.

Interpretation

2(1) In these regulations:

- (a) “**Act**” means *The Personal Property Security Act, 1993*;
- (b) “**aircraft**” means any machine capable of deriving support in the atmosphere from the reactions of the air but does not include a machine designed to derive support in the atmosphere from reactions against the earth’s surface of air expelled from the machine;
- (c) “**artificial body**” means a partnership, a corporation, an association, an organization, an estate of a bankrupt or a deceased individual, a trade union, a trust, a syndicate or a joint venture but does not include an individual;
- (d) “**boat**” means a vessel designed for transporting persons or things on water and that is propelled primarily by any power other than muscle power;
- (e) “**client number**” means an identification code assigned by the registrar to a client of the registry;
- (f) “**collateral**” means, respecting registrations, where the registration is:
 - (i) respecting a security interest, the personal property that is subject to the security interest;
 - (ii) authorized pursuant to *The Sale of Goods Act* or *The Factors Act*, the goods or documents of title that are the subject of the registration;
 - (iii) authorized pursuant to *The Garage Keepers Act*, the motor vehicle or aircraft that is subject to the registration;
 - (iv) respecting a Crown interest, the property subject to the Crown interest;
- (g) “**Crown interest**” means an interest, right, claim, lien or charge created by statute or common law and held by the Crown in right of Saskatchewan, Canada or a province, or an agent of the Crown, and intended to be registered for the sole purpose of determining Crown priority in bankruptcy as set out in section 87 of the *Bankruptcy and Insolvency Act* (Canada);

- (h) “**debtor**” means, respecting registrations, where the registration is:
- (i) respecting a security interest, a debtor as defined in the Act;
 - (ii) authorized pursuant to *The Sale of Goods Act* or *The Factors Act*, a person who, having sold goods, continues or is in possession of the goods or of the documents of title to the goods that are the subject of the registration;
 - (iii) authorized pursuant to *The Garage Keepers Act*, the owner against whose interest in a motor vehicle or aircraft a lien is claimed pursuant to that Act;
 - (iv) respecting a Crown interest, the person whose interest in property is subject to the Crown interest;
 - (v) respecting a writ of execution pursuant to *The Executions Act* or the *Federal Court Act* (Canada), the execution debtor;
- (i) “**electronic financing change statement**” means the electronic version of a financing change statement made available by the registry;
- (j) “**electronic financing statement**” means the electronic version of a financing statement made available by the registry;
- (k) “**financing change statement**” means the prescribed printed forms, including schedules to those forms and, where the context permits, includes an electronic financing change statement;
- (l) “**financing statement**” means the prescribed printed forms, including schedules to those forms and, where the context permits, includes an electronic financing statement;
- (m) “**item number**” means the bracketed number shown on a verification statement or printed search result immediately to the right of, or immediately under, the headings of “Secured Party”, “Debtor Party” or “Serial Property”;
- (n) “**mobile home**” means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be:
- (i) moved from one place to another by being towed or carried; and
 - (ii) used as:
 - (A) a dwelling house or premises;
 - (B) a business office or premises; or
 - (C) accommodation for a purpose other than one described in paragraph (A) or (B);
- (o) “**motor vehicle**” means a mobile device that is propelled primarily by any power other than muscle power:
- (i) in, on or by which a person or thing may be transported or drawn, and that is designed for use on a road or natural terrain; or
 - (ii) that is used in the construction or maintenance of roads;

and includes a pedal bicycle with a motor attached, a combine and a tractor, but does not include a device that runs on rails or machinery designed only for use in farming other than a combine or tractor;

(p) “**party ID**” means an identification code the registrar assigns to a secured party, a registrant or a debtor pursuant to subsection 28(1);

(q) “**registrant**” means the person registering or submitting for registration a financing statement or financing change statement and who, in the case of a printed form, is required to sign the financing statement and financing change statement pursuant to section 7;

(r) “**registration**” includes, where the context permits, an amended or renewed registration;

(s) “**RIN**” means a registration identification number that may be assigned to a registration by the registry at the request of a registrant;

(t) “**secured party**” means, respecting registrations, where the registration is:

(i) respecting a security interest, a secured party as defined in the Act;

(ii) authorized pursuant to *The Sale of Goods Act* or *The Factors Act*, a person who, having bought goods, leaves the goods or the documents of title to the goods that are the subject of the registration in the possession of the seller;

(iii) authorized pursuant to *The Garage Keepers Act*, the garage keeper having a lien pursuant to that Act;

(iv) respecting a Crown interest, the Crown in right of Saskatchewan, Canada or a province, and includes an agent of the Crown;

(v) respecting a writ or execution pursuant to *The Executions Act* or the *Federal Court Act* (Canada), the execution creditor;

(u) “**serial numbered goods**” means a motor vehicle, a trailer, a mobile home, an aircraft, a boat or an outboard motor for a boat;

(v) “**tractor**” means a self-propelled vehicle designed for drawing other vehicles or machines;

(w) “**trailer**” means a vehicle that is at any time drawn on a public highway by a motor vehicle and is designed for the conveyance of goods, but does not include:

(i) the motor vehicle by which it is drawn; or

(ii) a mobile home;

(x) “**writ of execution issued out of the Court of Queen’s Bench**” includes a certificate issued pursuant to *The Creditors’ Relief Act*.

(2) For the purposes of search results, verification statements, financing statements and financing change statements:

(a) “**debtor party**” means debtor;

- (b) “**general property**” means collateral;
- (c) “**registrant party**” means registrant;
- (d) “**serial property**” means serial numbered goods.

REGISTRATION

Effecting a registration

3(1) A registration and an amendment to or a renewal or discharge of a registration is to be effected:

- (a) by submitting a financing statement or financing change statement, as the case may be, to the registry; or
 - (b) by submitting an electronic financing statement or electronic financing change statement, as the case may be, to the registry, where permitted pursuant to these regulations.
- (2) Where a registration is to be effected by the use of an electronic financing statement or an electronic financing change statement, the form and method of transmission is to comply with the requirements of the registry.
- (3) The requirements pursuant to these regulations that are applicable to the completion of forms to be submitted to the registrar for registration apply, with any necessary modification, to an electronic financing statement or electronic financing change statement.
- (4) A registrant is responsible for ensuring that all information on a financing statement or financing change statement is fully and accurately completed and is in accordance with the Act and these regulations.
- (5) The registrar may refuse to permit a registration where, in his or her opinion, the document submitted is ambiguous, illegible or incomplete, or not suitable for the purposes of registration or filming for storage.
- (6) Crown interests may be registered in the registry.
- (7) Registration of a Crown interest pursuant to subsection (6) does not otherwise affect the priority of an interest in personal property or preclude registration of an interest held by the Crown pursuant to any provision of the Act or an enactment.

Duration of registration

4(1) A registration respecting a security interest, a Crown interest or an interest pursuant to *The Sale of Goods Act* or *The Factors Act* is effective for the period selected by the registrant, and, notwithstanding *The Interpretation Act, 1993*, a registration expires on the actual date of expiry and not on the next business day.

- (2) For the purposes of subsection (1), a registrant is to select:
- (a) the number of years, months and days in whole numbers not exceeding 25 years in total;
 - (b) a specific expiry date not exceeding 25 years; or
 - (c) infinity.

- (3) A registration respecting a writ of execution is effective:
- (a) in the case of a writ of execution issued out of the Court of Queen's Bench other than a writ mentioned in clause (c), for 10 years from the date of the judgment, and may be renewed for additional periods of 10 years;
 - (b) in the case of a writ of execution issued out of the Federal Court of Canada, for five years from the date of judgment, and may be renewed for additional periods of five years;
 - (c) in the case of a writ of execution issued out of the Court of Queen's Bench to enforce a maintenance order, for infinity.
- (4) A registration is effective from the time that it is entered into the database of the registry.
- (5) The expiry date for a registration respecting a writ of execution is to be determined pursuant to subsection (3) notwithstanding that the registry may indicate that the expiry date is five days longer than that period.
- (6) Where a writ of execution mentioned in clause (3)(a) or (b) is renewed, the registrant shall specify the first day of the latest renewal period as the date of the judgment or the date of the court order that renews the writ.
- (7) A registration respecting a lien pursuant to *The Garage Keepers Act* is effective for the period specified in sections 6 and 10 of that Act and may be renewed pursuant to that Act.
- (8) The expiry date for a registration respecting a garage keepers lien is to be determined pursuant to subsection (7) notwithstanding that the registry may indicate that the expiry date is five days longer than that period.
- (9) Where a registration respecting a security interest, a Crown interest or an interest pursuant to *The Sale of Goods Act* or *The Factors Act* is renewed, the renewal life begins on the date of the expiry of the current registration life.

FORMS

Forms to be used

5 Printed forms referred to in these regulations are the forms supplied by the Queen's Printer or the registrar unless otherwise permitted by the registrar.

Financing statement

6(1) A financing statement in Form A of Appendix A is to be used to effect an original registration:

- (a) respecting a security interest;
- (b) authorized pursuant to *The Sale of Goods Act* or *The Factors Act*;
- (c) respecting a Crown interest;
- (d) respecting a writ of execution issued out of the Court of Queen's Bench;
- (e) respecting a writ of execution issued out of the Federal Court of Canada;
- (f) respecting a writ of execution issued out of the Court of Queen's Bench to enforce a maintenance order.

(2) A registration respecting a security interest that has been discharged or that has lapsed may be re-registered pursuant to subsection 35(7) of the Act by a financing statement in Form A of Appendix A.

(3) A financing statement in Form B of Appendix A is to be used to effect a registration authorized pursuant to *The Garage Keepers Act*.

(4) A financing change statement in Form C of Appendix A is to be used to effect an amendment, renewal or discharge of a registration referred to in subsection (1), (2) or (3) or to renew a registration pursuant to prior registration law as provided in subsection 42(2).

(5) In subsection (4):

(a) “**amendment**” includes:

- (i) a change to the name of the registrant, secured party or debtor;
- (ii) the addition, deletion or substitution of collateral;
- (iii) the correction of an error on the part of the registry in recording information from printed financing statements or financing change statements delivered to the registry;
- (iv) a transfer of all or part of a debtor’s interest in collateral described in a registration relating to an interest mentioned in clauses (1)(a) to (c);
- (v) a transfer of all or part of a security interest with respect to which a registration exists;
- (vi) an amendment pursuant to subsection 50(5) of the Act;
- (vii) an amendment or discharge in accordance with a court order pursuant to subsection 50(9) of the Act;
- (viii) any other change in a registration, other than the type of registration or the length of a registration, relating to information that may be included on a financing statement or a financing change statement as provided in these regulations;

(b) “**discharge**” includes a discharge of a registration pursuant to subsection 50(5) of the Act.

(6) A sheriff may deliver a notice in writing of the seizure of a security interest pursuant to section 11 of *The Executions Act* in the form of a financing change statement in which:

- (a) the sheriff is specified as the registrant;
- (b) the execution debtor is specified as the debtor; and
- (c) the execution creditor is specified as the secured party.

Signature on financing statement

7 A financing statement or financing change statement is to be signed by:

- (a) the secured party or other person authorized to sign on behalf of the secured party in the case of a registration:
 - (i) respecting a security interest;

- (ii) authorized pursuant to *The Sale of Goods Act* or *The Factors Act*;
 - (iii) authorized pursuant to *The Garage Keepers Act*; or
 - (iv) respecting a Crown Interest;
- (b) a person entitled to register a financing change statement pursuant to section 50(5) of the Act;
- (c) a person who obtains a court order pursuant to subsection 50(9) of the Act; or
- (d) the sheriff, in the case of the seizure of a security interest pursuant to section 11 of *The Executions Act*.

Acceptance of signature by registrar

8 The registrar may permit the registration of a financing statement or financing change statement without proof that:

- (a) the signature on a financing statement or financing change statement is that of a person mentioned in section 7;
- (b) the registrant ID, the secured party ID or the debtor party ID given on the form is the party ID assigned to the registering party submitting the form for registration or assigned to the secured party or debtor party identified on the form; or
- (c) the registrant has authority to effect the registration.

Instructions

9 Registrants shall complete the forms required pursuant to these regulations in accordance with these regulations, including the instructions in Appendix B.

REGISTRANT, SECURED PARTY AND DEBTOR NAME

Name re individual

10(1) If a registrant, secured party or debtor is an individual, the name of that individual is to be specified by the surname followed by the first given name and middle given name, if any.

(2) Where an individual referred to in subsection (1) or a person referred to in subsections 11(3) to (5):

- (a) has more than one middle given name, the first of his or her middle given names is to be specified; and
- (b) is an individual whose name does not consist of both a first given name and surname, the name shall be shown as his or her surname name.

(3) Where the name of an individual includes a designation such as "Junior" or "Jr.", that designation is to be specified following the first given name.

(4) Where the debtor is an individual and carries on business under a name or style other than the individual's own name:

- (a) the individual's own name is to be given; and

- (b) the business name or style may be set out in the area of the financing statement or financing change statement for business debtors.

Name re artificial body

11(1) Where the debtor is an artificial body, in the form of a body corporate, the registered name of the body corporate is to be specified.

(2) Notwithstanding subsection (1), the name of a debtor is to be specified as each of the forms of the debtor name used in business transactions in Saskatchewan set out as separate debtor names where:

- (a) the debtor is a body corporate and the name of the debtor is in an English form, a French form or a combined English-French form or more than one of these forms; and

- (b) the debtor uses more than one form of its name in business transactions in Saskatchewan at the time of registration.

(3) Where the debtor is an artificial body, in the form of an estate of a deceased individual, the name, subject to clause 10(2)(b), is to be specified by the first full given name followed by the middle given name, if any, followed by the surname of the deceased followed by the word “estate”.

(4) Where the debtor is a trustee acting for an artificial body in the form of a trust and:

- (a) the document creating the trust designates a name for the trust, the name of the trust followed by the word “trust” is to be specified; or

- (b) the document creating the trust does not designate a name for the trust, the name, subject to clause 10(2)(b), is to be specified by the first full given name followed by the middle given name, if any, followed by the surname of the trustee followed by the word “trustee”.

(5) Where the debtor is a trustee acting for an artificial body in the form of an estate of a bankrupt individual, the name, subject to clause 10(2)(b), is to be specified by the first full given name followed by the middle given name, if any, followed by the surname of the bankrupt followed by the word “bankrupt”.

(6) Where the debtor is an artificial body in the form of a bankrupt artificial body, the name of the artificial body is to be followed by the word “bankrupt”.

(7) Where the debtor is an artificial body in the form of a trade union, the name is to be specified by the name of the trade union, and the names of each individual representing the trade union in the transaction giving rise to the registration are to be specified in the manner provided for an individual in subsections 10(1) to (3) or a body corporate in subsections (1) and (2), as the case may be.

(8) If the debtor is a debtor because of membership in or association with an artificial body that is not a corporation or trade union, the name of the debtor is to be specified as follows:

- (a) in the case of an artificial body that is a partnership that is registered pursuant to *The Business Names Registration Act*, the registered name of the partnership;

- (b) in the case of an artificial body that is a partnership and is not registered pursuant to *The Business Names Registration Act*, the name of the partnership and at least one of the partners whose name is to be specified in the manner provided for an individual in subsections 10(1) to (3) or a body corporate in subsections (1) and (2), as the case may be;
- (c) in the case of an artificial body that is an unincorporated association or organization, the name as set out in the constitution, charter or other document creating the association or organization and the name of each person representing the artificial body in the transaction giving rise to the registration in the manner provided for an individual in subsections 10(1) to (3);
- (d) in the case of an artificial body that is a syndicate or joint venture, the name of the syndicate or joint venture set out in the document creating it and the name of each party to or participant in it;
- (e) in the case of an artificial body other than one mentioned in clauses (a) to (d), the name of the artificial body and the name of each person representing the artificial body in the transaction giving rise to the registration in the manner provided for an individual in subsections 10(1) to (3) or a body corporate in subsections (1) and (2) as the case may be.
- (9) For the purposes of this section, a person representing an artificial body in a transaction is a person who has the power to bind the artificial body or its officers and members and who has exercised that power in the formation of the contract involved in the transaction giving rise to the registration.
- (10) Where a registrant or secured party is an artificial body, the name to be used in a financing statement or financing change statement is to be set out pursuant to this section.

COLLATERAL DESCRIPTION

Description of goods

12(1) Where a registration respecting a security interest in goods that are serial numbered goods is to be effected:

- (a) the goods are to be described in accordance with section 13 where the goods are consumer goods; and
- (b) the goods may be described in accordance with section 13 or 14 where the goods are equipment or inventory.
- (2) Where a registration respecting a security interest in collateral that are not serial numbered goods is to be effected, the goods shall be described in accordance with section 14.

Serial numbered goods

13(1) The description of collateral that is a serial numbered good is to include the following:

- (a) the appropriate code from Table 1 of Appendix D for the type of the good;
- (b) the last 25 characters of the serial number as described in subsection (2);

- (c) the last two digits of model year of the good;
 - (d) the make or name of the manufacturer and the model of the good;
 - (e) the colour of the good, if desired.
- (2) For the purposes of clause (1)(b), the serial number for:
- (a) a trailer, mobile home or motor vehicle other than an automobile or truck is the serial number located on the chassis;
 - (b) an automobile or truck is the vehicle identification number located on the body frame;
 - (c) a boat that is of a type:
 - (i) that can be registered, recorded or licensed pursuant to the *Canada Shipping Act (Canada)* is the registration, recording or licensing number that is assigned to the boat; or
 - (ii) not referred to in subclause (i), is the serial number of the boat;
 - (d) an aircraft that must be registered pursuant to the *Aeronautics Act (Canada)* is the registration marks assigned to the airframe by the Department of Transport;
 - (e) an aircraft, other than an aircraft referred to in clause (d), that must be registered pursuant to the laws of a state that is a party to the Convention on International Civil Aviation 1944 (Chicago) is the registration marks assigned to the airframe by the relevant licensing authority as described in the Convention;
 - (f) an aircraft, other than an aircraft referred to in clauses (d) and (e), is the serial number of the airframe; and
 - (g) goods that do not have a serial number affixed as described in clauses (a) to (f) is the serial number assigned to the goods by SGI prior to the registration and, where no serial number has been assigned, the serial number is a six character number that is permanently marked on or attached to the goods in a prominent place on the goods.
- (3) Except as otherwise provided, for the purposes of subsection (2), a serial number:
- (a) is a serial or identification number permanently marked on or attached to the collateral by the manufacturer; and
 - (b) includes only alpha-numeric characters and does not include punctuation, hyphens or other markings.

Description of certain collateral

14(1) Collateral that is not a serial numbered good and collateral that is a serial numbered good held as inventory or equipment but not described in accordance with section 13 is to be described in accordance with subsections (2) and (3).

(2) The collateral referred to in subsection (1) is to be described in one or more of the following ways:

(a) by item or kind or as “goods”, “chattel paper”, “security”, “document of title”, “instrument”, “money” or “intangible”;

(b) by a statement indicating that the security interest has been taken in all of the debtor’s present and after-acquired personal property;

(c) by a statement indicating that the security interest has been taken in all of the debtor’s present and after-acquired personal property, except specified items or kinds of personal property, or except property described as “goods”, “chattel paper”, “security”, “document of title”, “instrument”, “money” or “intangible”;

(d) as “inventory”, but that description is valid for the purposes of this section only while the collateral is held by the debtor as inventory.

(3) A description is inadequate for the purposes of subsection (2) if it describes the collateral as “consumer goods” or “equipment” without further reference to the kind of goods.

Description of proceeds

15 Where collateral is proceeds that are described pursuant to clause 28(2)(a) or subsection 28(3) of the Act:

(a) if the proceeds are serial numbered goods that are consumer goods, the goods are to be described pursuant to section 13;

(b) if the proceeds are serial numbered goods that are equipment, the goods may be described:

(i) pursuant to section 13; or

(ii) pursuant to section 14, but the description is to be preceded by the word “proceeds”; or

(c) if the proceeds are inventory or collateral other than serial number goods, the collateral is to be described pursuant to clause 14(2)(a) and subsection 14(3), but the description is to be preceded by the word “proceeds”.

Writs of execution

16 Where a registration is to be effected respecting any of the following, the registrant shall, in the “General Collateral” area of the financing statement, insert the words “all of the goods of the debtor within the province”:

(a) a writ of execution issued out of the Court of Queen’s Bench;

(b) a writ of execution issued out of the Federal Court of Canada;

(c) a writ of execution issued out of the Court of Queen’s Bench to enforce a maintenance order.

The Garage Keepers Act registrations

17 Where a registration authorized pursuant to *The Garage Keepers Act* is to be effected:

(a) a motor vehicle in which a lien is claimed is to be described pursuant to subsection 13(1) and clauses 13(2)(b) and (g); and

- (b) an aircraft in which a lien is claimed is to be described pursuant to subsection 13(1) and clauses 13(2)(d) to (g).

The Sale of Goods Act and The Factors Act registrations

18 Where a registration authorized pursuant to *The Sale of Goods Act* or *The Factors Act* is to be effected:

- (a) goods that are serial numbered goods are to be described pursuant to section 13; and
- (b) goods other than serial numbered goods are to be described by item or kind.

Crown interest registrations

19 Where a registration in relation to a Crown interest is to be effected, the collateral affected by the interest shall be described as provided in section 14 followed by the name of the statute or brief description of the law pursuant to which the interest arose.

VERIFICATION

Registrar to send verification

20(1) When a registration is effected, the registrar may send to the registrant, by ordinary mail or by any other method determined by the registrar, a verification statement to confirm the registration.

(2) Where a registration is totally discharged, the registrar may send to the registrant and to the secured party, by ordinary mail or by any other method determined by the registrar, a verification statement to confirm the total discharge.

Use of verification financing change statement

21 The verification statement mentioned in subsection 20(1) may be used by the registrant to totally discharge the registration.

Total discharge

22(1) Where the total discharge of a registration is to be registered using a verification statement, the registrant shall ensure that the verification statement contains, in the appropriate area of the form:

- (a) an "X" to indicate "total discharge";
- (b) the RIN, if one has been assigned; and
- (c) the signature of the registrant.

(2) A total discharge discharges the original financing statement and all financing change statements registered in relation to that financing statement.

SEARCH RESULTS

Search results

23(1) In subsection (2), "**search results**" means the information supplied to a person pursuant to section 48 of the Act.

- (2) Search results provided by the registry:
 - (a) are to include information actively maintained in the registry corresponding to the search criterion or criteria specified by the person requesting the search; and
 - (b) may include information actively maintained in the registry corresponding to a search criterion or criteria similar to those specified by the person requesting the search.

MISCELLANEOUS REGISTRY MATTERS

Correction of registry errors

24(1) Where an error has been made by the registry in recording information provided in a printed financing statement or a printed financing change statement, the registrant shall:

- (a) complete a financing change statement correcting the error; and
 - (b) indicate on the financing change statement that the change is due to registry error.
- (2) A correction pursuant to subsection (1) is not to be made in conjunction with any other amendment, discharge or renewal.

Correction by registrar

25(1) The registrar may register a financing statement or financing change statement to correct any error of the registry in effecting a registration and may sign or submit electronically the financing statement or financing change statement as the registrant.

(2) Changes to a registration made by the registrar pursuant to subsection (1) are effective only from the time when the changes are made and have no retroactive effect.

Submission of forms

26(1) Any printed form prescribed pursuant to these regulations may be submitted for registration by delivery or by mail at the office of the registry in Regina.

(2) Subject to subsections (3) and (4), an electronic financing statement and an electronic financing change statement respecting a security interest or pursuant to *The Sale of Goods Act* or *The Factors Act* may be submitted to the registry.

(3) An electronic financing change statement may not be submitted respecting an amendment, renewal or a discharge of a registration dated prior to the coming into force of section 1 of the Act, unless a RIN has been assigned to the registration or the registrar consents.

(4) An electronic financing change statement may not be submitted where it relates to:

- (a) an amendment correcting an error of the registry;
- (b) a discharge or amendment pursuant to subsections 50(5) and (9) of the Act;

- (c) an amendment deleting the identification of a trust indenture; or
- (d) an amendment pursuant to an order of the Court of Queen's Bench or any other court.

Electronic registrations and searches

27 In order to perform registrations or conduct searches electronically, a party must provide the appropriate user identification, account number and account password.

Party ID number

28(1) The registrar may assign a party ID number to a secured party, registrant or debtor, and the number may be set out in the financing statement or financing change statement instead of the name and address of the secured party, registrant or debtor.

(2) If a party ID number is specified in a financing statement or financing change statement in addition to a name and address, and there is a conflict between the name or address to which the party ID number refers and the name or address specified in the financing statement or financing change statement, the name or address specified in the financing statement or financing change statement is of no effect.

Agreements

29 The registrar may enter into an agreement with any person on any terms, including the provision of credit and the method of payment of registry charges, pursuant to which that person may obtain on request services from the registry in the form of:

- (a) electronic access to the registry database for the purposes of registrations and searches;
- (b) searches by telephone or facsimile telecommunication; or
- (c) other services offered to by the registry.

Demand pursuant to section 50 of Act

30(1) Where the debtor or any person with an interest in the property demands a secured party to discharge or amend an interest pursuant to subsection 50(3) of the Act, the party shall deliver a Demand to Secured Party in Form A of Appendix C to that secured party.

(2) Where, for the purposes of subsection 50(5) of the Act, a person is required to provide the registrar with proof that a demand has been given to a secured party, that proof may be made in Form B of Appendix C.

Authorized fees re information

31 The fee that may be required by a person to whom a demand has been made pursuant to section 18 of the Act is:

- (a) \$15; and
- (b) \$0.50 for each page of a security agreement or amendment to a security agreement where a copy of the security agreement has been demanded.

Authorized fees re receiver

32 The fee that may be required by a receiver pursuant to subsection 64(7) of the Act is:

- (a) \$15; and
- (b) \$0.50 for each page of a financing statement or final account where a copy of a financing statement or final account has been demanded.

Deemed damages

33 The amount of damages payable pursuant to subsections 65(6) and (7) of the Act is \$200.

Application of registry rules of the Act

34(1) The following provisions of the Act are also applicable to registrations of Crown interests and registrations pursuant to *The Garage Keepers Act* and *The Executions Act*:

- (a) subsections 43(1) to (3) and (6) to (11);
- (b) sections 46 to 48;
- (c) section 52;
- (d) section 54.

(2) Subsections 44(2) and (3) of the Act are also applicable to registrations of Crown interests and registrations pursuant to *The Executions Act*.

(3) Subsections 50(1), (5) to (7) and (10) and clauses 50(3)(a) and (4)(a) of the Act are also applicable to registrations of Crown interests and registrations pursuant to *The Executions Act* except that the "security agreement" in clause 50(3)(a) is to be understood as referring to a Crown interest or writ of execution, as the case may be.

Fees

35(1) The fees set out in Appendix E are required to be paid for the services referred to in that Appendix.

(2) No fee is to be charged for any service provided for the Crown in right of Saskatchewan except a service provided to a Crown corporation.

HOURS OF OPERATION

Office hours

36 The registry office is to be open to the public from 8:30 a.m. to 4:30 p.m. on all days except:

- (a) Saturdays and Sundays;
- (b) New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day or any day authorized by the chairperson of the Public Service Commission to be observed as a holiday respecting any of those days; and

- (c) any day or any specified portion of a day that the office is closed pursuant to an order of the Lieutenant Governor in Council or a non-working day declared by the chairperson of the Public Service Commission.

Electronic hours

37 The electronic registry system is to be open to the public at 8:30 a.m. to 4:30 p.m. on all days except:

- (a) Saturdays and Sundays;
- (b) New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day or any day authorized by the chairperson of the Public Service Commission to be observed as a holiday respecting any of those days; and
- (c) any day or any specified portion of a day that the office is closed pursuant to an order of the Lieutenant Governor in Council or a non-working day declared by the chairperson of the Public Service Commission.

SECURITY INTERESTS IN FIXTURES AND GROWING CROPS

Registration process re fixtures and crops

38(1) A registration pursuant to section 49 of the Act of a security interest in goods that are or may become fixtures, or in crops that are or may become growing crops is to be effected by filing a notice in Form C of Appendix C in the office of the land registration district in which the land to which the goods are or are to be affixed or on which the crops are growing or are to be growing, as the case may be.

(2) Where a secured party who has filed a notice mentioned in subsection (1) renews the notice, assigns, discharges or subordinates the security interest, or releases part of the collateral from the security interest, the secured party shall file in the land titles office where the notice is filed, a notice in Form D of Appendix C.

(3) A notice filed pursuant to this section must be signed by the secured party or by his or her agent and be witnessed.

(4) An affidavit of execution in Form E of Appendix C and, in any case where an agent is acting on behalf of the secured party, an affidavit verifying the notice in Form F of Appendix C is to be annexed to any notice filed pursuant to this section.

(5) Where a notice mentioned in subsection (1) or (2) is executed by a corporation under its corporate seal, no witness or affidavit of execution is required.

(6) This section applies with any necessary modification to registrations pursuant to *The Sale of Goods Act* and *The Factors Act*.

Notice deemed to be financing statement

39 The notice mentioned in subsection 38(1) is deemed to be a financing statement for the purposes of section 18 of the Act.

Form for written demand

40(1) A written demand mentioned in subsection 49(7) of the Act is to be in Form G of Appendix C.

(2) Where, for the purposes of subsection 49(9) of the Act, a person is required to provide the registrar with proof that a demand has been given to a secured party, that proof may be made in Form H of Appendix C.

NON-APPLICATION OF ACT

Non-application of the Act

41(1) In this section, “**telephone switchboard**” means electronic, automatic or manually operated local telephone office equipment that serves extensions in a business complex and provides access to the public switched network.

(2) The Act does not apply to the leasing of:

- (a) telephones;
- (b) telephone switchboards;
- (c) telephone switchboard consoles;
- (d) telephone jacks;
- (e) telephone plugs; or
- (f) telephone wiring.

TRANSITION

Prior registration law

42(1) In this section, “**prior registration law**” means:

- (a) *The Corporation Securities Registration Act* as it existed on April 30, 1981; or
- (b) *The Personal Property Security Act* as it existed on the day before the day on which section 1 of the Act comes into force.

(2) When a registration effected pursuant to prior registration law is continued by section 74 of the Act and that registration is to be renewed:

- (a) a financing change statement in Form A of Appendix A is to be used;
- (b) the debtor’s name is to be specified pursuant to sections 10 and 11; and
- (c) the collateral is to be described pursuant to sections 12 to 15.

Perfected security interests

43 When a registration is effected relating to a security interest deemed perfected by section 74 of the Act:

- (a) a financing statement in Form A of Appendix A is to be used;
- (b) the debtor’s name is to be specified as provided in sections 10 and 11;
- (c) the collateral is to be described pursuant to sections 12 to 15; and
- (d) “The perfected status of the security interest to which this registration relates may predate this registration” is to be placed in the “General Collateral” field of the financing statement before the collateral description.

Discretion of registrar

44 For the three-month period following the coming into force of these regulations, the registrar may, at his or her discretion, accept the forms in use on the day before the coming into force of these regulations.

REPEAL AND COMING INTO FORCE

R.R.S. c.P-6.1 Reg 1 repealed

45 *The Personal Property Regulations* are repealed.

Coming into force

46 These regulations come into force on the day that section 1 of *The Personal Property Security Act, 1993* is proclaimed in force.

Appendix A

FORM A

Financing Statement



**Saskatchewan
Justice**

Personal Property Registry

Page of Pages

Your Reference

| | | | | | | | | |
|---------------|---------------------------------------|---|---|------------------------------------|--------------------------------|-------------------------------------|-------------|----|
| Part 1 | Type and Life of Registration | (Type an "X" in one box only) | | | Select Reg Life: | | | |
| | SA | PPSA Security Agreement | Trust Indenture (For SA only if applicable) | | Years | Months | Days | |
| | SG | Sale of Goods Act or Factors Act | | | | | | |
| | CI | PPSA Crown Interest | | | or Expiry Date: Day Month Year | | | |
| | | | | | or Infinity: | | | |
| | WE | Writ of Execution (Sask) or Creditors' Relief Certificate | | 10 years from date of judgement | | | | |
| | FW | Writ of Execution (Federal) | | 5 years from date of issue | | | | |
| | MW | Maintenance Enforcement Writ | | Infinity | | | | |
| | | Date of Issue or Date of Judgement | Day | Month | Year | Judicial Centre Where Writ Directed | Amount | \$ |
| Part 2 | Registrant Party | Client # | or Party ID | | Fax # | | | |
| | OR | Person | Last Name | | First Name | | Second Name | |
| | | Business | | | | | | |
| | | Address | | | | | | |
| | | Postal Code | SCN (optional) | Business Type Code (if applicable) | | and Class Code | | |
| Part 3 | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | | or Party ID | | | |
| | OR | Person | Last Name | | First Name | | Second Name | |
| | | Business | | | | | | |
| | | Address | | | | | | |
| | | Postal Code | SCN (optional) | Business Type Code (if applicable) | | and Class Code | | |
| | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | | or Party ID | | | |
| | OR | Person | Last Name | | First Name | | Second Name | |
| | | Business | | | | | | |
| | | Address | | | | | | |
| | | Postal Code | SCN (optional) | Business Type Code (if applicable) | | and Class Code | | |
| | | | | | Control Number | | | |
| Account # | | Password | | | | | | |

Please complete both sides of form

| | | | | | | | | | |
|---------------|---|---|------------------|------------------------------------|----------------|------------------|-------------|--------------|--|
| Part 4 | Debtor Party (For SG - Seller) | Party ID | — | | | | | | |
| | OR | Person Birthdate | Last Name Day | Month | Year | First Name | Second Name | | |
| | | Business | | | | | | | |
| | | Address | | | | | | | |
| | | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| Part 4 | Debtor Party (For SG - Seller) | Party ID | — | | | | | | |
| | OR | Person Birthdate | Last Name Day | Month | Year | First Name | Second Name | | |
| | | Business | | | | | | | |
| | | Address | | | | | | | |
| | | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| Part 5 | Serial Property | (Do not use with CI, WE, FW, MW) (Use last 25 alphanumeric, no special characters; DOT, omit hyphen) | | | | | | | |
| | Type | Serial Number | Year | Make and Model | Colour | | | | |
| Part 6 | General Collateral | Type in Description | | | | | | | |
| | OR | Type in Client/PPR Standard Text Block # Client Text Block # | | | | PPR Text Block # | | | |
| Part 7 | Registration Identification Number (RIN) | Do you want a RIN (see guide) | | | | | | | |
| | | Yes | No | | | | | | |
| Part 8 | Verification Requests | Registrant - Mail or Pickup | | | | | | | |
| | | Do you also want an additional copy Faxed Yes (see fee schedule) | | | | | | | |
| Part 9 | Signature of Registrant | Name of Agent (if applicable) | | | | | | | |
| | | Individual Signing Form (please type) | | | | | | Phone Number | |
| | | Signature | | | | | | | |

FORM B



Saskatchewan Justice
Personal Property Registry

Garage Keeper's Lien
Financing Statement

Page of Pages
Your Reference

| | | | | | | | |
|--|---|----------------|-------------|---|-------------|-------------------|-------------|
| Part 1 | Date Garage Keeper gave up Possession of Vehicle | | Day | Month | Year | Amount of Lien \$ | |
| | Note: This registration must be received and processed within 45 days of vehicle release date | | | | | | |
| Part 2 | Registrant Party | | | | | | |
| | Client # | | or Party ID | | Fax # | | |
| | OR | Person | Last Name | | | First Name | Second Name |
| | | Business | | | | | |
| Address | | | | | | | |
| Postal Code | | SCN (optional) | | Business Type Code (if applicable) and Class Code | | | |
| Part 3 | Secured Party | | | | | | |
| | Same as Registrant | | or Client # | | or Party ID | | |
| | OR | Person | Last Name | | | First Name | Second Name |
| | | Business | | | | | |
| Address | | | | | | | |
| Postal Code | | SCN (optional) | | Business Type Code (if applicable) and Class Code | | | |
| Secured Party | | | | | | | |
| Same as Registrant | | or Client # | | or Party ID | | | |
| OR | Person | Last Name | | | First Name | Second Name | |
| | Business | | | | | | |
| Address | | | | | | | |
| Postal Code | | SCN (optional) | | Business Type Code (if applicable) and Class Code | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border: 1px solid black;">Account #</td> <td style="width: 50%; border: 1px solid black;">Password</td> </tr> </table> | | | | | | Account # | Password |
| Account # | Password | | | | | | |
| Control Number | | | | | | | |

Please complete both sides of form

FORM C

Financing Change Statement



Saskatchewan Justice

Personal Property Registry

The following abbreviations are used in this form -SA (PPSA Security Agreement), SG (Sale of Goods Act or Factors Act), CI (PPSA Crown Interest), GK (Garage Keeper's Lien), WE (Writ of Execution-Sask or Creditor's Relief Certificate), FW (Writ of Execution-Federal), MW (Maintenance Enforcement Writ).

Your Reference

Is this amendment to correct a PPR error in recording information - Yes If yes complete parts applicable only to that correction.

Page of Pages

Part 1 Record to be Changed

Registration Number RIN

Any Debtor listed on registration

Person Last Name First Name Second Name

Business

Part 2 Registrant Party

Client # or Party ID Fax #

Person Last Name First Name Second Name

Business

Address

Postal Code SCN (optional) Business Type Code (if applicable) and Class Code

Part 3 Renewal

(Type "X" and complete applicable areas)

SA, SG, & CI -Select Reg Life: Yrs Months Days OR Expiry Date: Day Month Year OR Infinity

GK -Select Reg Life: Months Days OR Expiry Date: Day Month Year

Attach Court Orders: Date of Court Order: Day Month Year Judicial Centre Court Action # Court Order Amount \$ optional

WE, FW If changing MW to infinity, type "X" (no Court Order required)

Date of Court Order: Day Month Year Judicial Centre Court Action # Court Order Amount \$ optional

Part 4 Total Discharge (Type "X" to permanently remove all record of registration s)

Amendments Complete parts to be amended (For Amendments to Secured Party, Debtor Party, Serial Property, General Collateral complete appropriate schedule).

Part 5 Registration Type

Change Type From to (Use abbreviations above) Note: For PPR error correction only.

Part 6 Specific Act Information

For SA: Trust Indenture Add Delete For WE, FW, MW: Date of Issue/Judgement: Day Month Year

For GK: Amount of Lien \$ Amount \$

Date Garage Keeper gave up possession of Vehicle: Day Month Year Judicial Centre Where Writ Directed

Part 7 Other Amendment/Description

Describe other amendment/description (60 characters). If further description is required insert in General Collateral(See Guide)

Part 8 Registration Identification Number (RIN)

Do you want to add, change or delete a RIN

Add Change Delete

Part 9 Verification Requests

Registrant - Mail or Pickup

Do you also want an additional copy Faxed Yes (see fee schedule)

Part 10 Signature of Registrant

Name of Agent (if applicable)

Individual Signing Form (please type) Phone Number

Signature

Control Number

Account # Password

FORM D



Saskatchewan Justice
Personal Property Registry

Schedule A
Additional Secured Party Information

Page _____ of _____ Pages
Your Reference _____

For Use With Financing Statements Only

| | | | | | |
|-----------------------------|--|---------------------------------|------------------------------------|----------------|--|
| Part 3 | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | or Party ID | — |
| | OR | Person <small>Last Name</small> | | First Name | Second Name |
| | | Business | | | |
| | | Address | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | or Party ID | — |
| OR | Person <small>Last Name</small> | | First Name | Second Name | |
| | Business | | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | or Party ID | — |
| OR | Person <small>Last Name</small> | | First Name | Second Name | |
| | Business | | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| | Secured Party (For SG - Buyer) | Same as Registrant | or Client # | or Party ID | — |
| OR | Person <small>Last Name</small> | | First Name | Second Name | |
| | Business | | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| For Office Use Only: | | | | | Control Number |
| | | | | | Insert Control Number from Financing Statement |

FORM E



Saskatchewan Justice
Personal Property Registry

**Schedule B
Additional Debtor Party
Information**

Page _____ of _____ Pages
Your Reference _____

For Use With Financing Statements Only

| | | | | | | | | |
|-----------------------------|---------------------------------------|--|------------------------------------|----------------|------|------|----------------|-------------|
| Part 4 | Debtor Party (For SG - Seller) | Party ID | _____ | | | | First Name | Second Name |
| | Or | Person | Last Name | Month | Day | Year | | |
| | | Birthdate | Day | Month | Year | | | |
| | | Business | | | | | | |
| | Address | | | | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| | Debtor Party (For SG - Seller) | Party ID | _____ | | | | First Name | Second Name |
| Or | Person | Last Name | Month | Day | Year | | | |
| | Birthdate | Day | Month | Year | | | | |
| | Business | | | | | | | |
| | Address | | | | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| | Debtor Party (For SG - Seller) | Party ID | _____ | | | | First Name | Second Name |
| Or | Person | Last Name | Month | Day | Year | | | |
| | Birthdate | Day | Month | Year | | | | |
| | Business | | | | | | | |
| | Address | | | | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| | Debtor Party (For SG - Seller) | Party ID | _____ | | | | First Name | Second Name |
| Or | Person | Last Name | Month | Day | Year | | | |
| | Birthdate | Day | Month | Year | | | | |
| | Business | | | | | | | |
| | Address | | | | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | | | |
| For Office Use Only: | | | | | | | Control Number | |
| | | Insert Control Number from Financing Statement → | | | | | | |

FORM F



Saskatchewan
Justice
Personal Property Registry

**Schedule C
Additional Serial Property
Information**

Page _____ of _____ Pages
Your Reference _____

For Use With Financing Statements Only

**Serial
Property**


(Do not use with CI, WE, FW, MW)
(Use last 25 alphanumeric, no special characters; DOT, omit hyphen)

| Type | Serial Number | Year | Make and Model | Colour |
|------|---------------|------|----------------|--------|
|------|---------------|------|----------------|--------|

Part 5

For Office Use Only:

Control Number

Insert Control Number
from Financing Statement 

FORM G



Saskatchewan
Justice
Personal Property Registry

**Schedule D
Additional General Collateral
Information**

Page of Pages

Your Reference

For Use With Financing Statements Only

| | | |
|---------------|---------------------------|---|
| Part 6 | General Collateral | Type in Description |
| | or | Type in Client PPR Standard Text Block # Client Text Block # |
| | | PPR Text Block # |

| | |
|-----------------------------|--|
| For Office Use Only: | Control Number |
| | Insert Control Number from Financing Statement |

FORM H



Saskatchewan Justice
Personal Property Registry

**Schedule E
Secured Party
Amendment Information**

Page _____ of _____ Pages
Your Reference _____

For Use With Financing Change Statement Only

(If Amending by name and address, complete name and address in full)

| | | | | |
|---------------|--------|--|--------|--|
| Delete | Item # | First 5 characters of last/business name to be deleted | Item # | First 5 characters of last/business name to be deleted |
| | Item # | First 5 characters of last/business name to be deleted | Item # | First 5 characters of last/business name to be deleted |

| | | | | |
|------------|--|----------------|------------------------------------|----------------|
| Add | by Client # | or Party ID | — | |
| | OR <ul style="list-style-type: none"> Person Last Name Business Name | | First Name | Second Name |
| | Address | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code |
| | by Client # | or Party ID | — | |
| | OR <ul style="list-style-type: none"> Person Last Name Business Name | | First Name | Second Name |
| | Address | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code |

| | | | | |
|---------------|--|--|------------------------------------|----------------|
| Change | Only to be used to change information about a specific Secured Party | | | |
| | Item # | First 5 characters of last/business name to be changed | | |
| | Secured Party information should read: (Complete the section in full) | | | |
| | OR <ul style="list-style-type: none"> Person Last Name Business Name | | First Name | Second Name |
| | Address | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code |
| | Only to be used to change information about a specific Secured Party | | | |
| | Item # | First 5 characters of last/business name to be changed | | |
| | Secured Party information should read: (Complete the section in full) | | | |
| | OR <ul style="list-style-type: none"> Person Last Name Business Name | | First Name | Second Name |
| | Address | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code |

| | |
|-----------------------------|---|
| For Office Use Only: | Control Number |
| | Insert Control Number from Financing Change Statement |

FORM I



Saskatchewan Justice
Personal Property Registry

Schedule F
Debtor Party
Amendment Information

Page _____ of _____ Pages
Your Reference _____

For Use With Financing Change Statement Only

(If Amending by name and address, complete name and address in full)

| | | | | | |
|---------------|--|--|------------------------------------|--|-------------|
| Delete | Item # | First 5 characters of last/business name to be deleted | Item # | First 5 characters of last/business name to be deleted | |
| | Item # | First 5 characters of last/business name to be deleted | Item # | First 5 characters of last/business name to be deleted | |
| Add | Party ID | — | | | |
| | OR | Person | Last Name | First Name | Second Name |
| | | Business Name | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| | Party ID | — | | | |
| | OR | Person | Last Name | First Name | Second Name |
| | | Business Name | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| Change | Only to be used to change existing information about a specific Debtor Party | | | | |
| | Item # | First 5 characters of last/business name to be deleted | | | |
| | OR | Person | Last Name | First Name | Second Name |
| | | Business Name | | | |
| | Address | | | | |
| | Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | |
| | Only to be used to change existing information about a specific Debtor Party | | | | |
| | Item # | First 5 characters of last/business name to be deleted | | | |
| | OR | Person | Last Name | First Name | Second Name |
| | | Business Name | | | |
| Address | | | | | |
| Postal Code | SCN (optional) | Business Type Code (if applicable) | and Class Code | | |

For Office Use Only:

Insert Control Number
from Financing
Change Statement

Control Number



FORM J



**Saskatchewan
Justice**
Personal Property Registry

**Schedule G
Serial Property
Amendment Information**
For Use With Financing Change Statement Only

Page _____ of _____ Pages
Your Reference _____

(Do not use with CI, WE, FW, MW)

| | | | | | |
|--|--|------------------------------|----------------|----------------|--------|
| Delete | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| | Item # | Enter Serial # to be deleted | | | |
| Add | Type | Serial Number | Year | Make and Model | Colour |
| | | | | | |
| | | | | | |
| Change | Only to be used to change existing information about a specific Serial Property ID Number. Complete the line in full | | | | |
| | Item # | Enter Serial # to be changed | | | |
| | Change Serial Property ID To read: | | | | |
| | Type | Serial Number | Year | Make and Model | Colour |
| | | | | | |
| | Only to be used to change existing information about a specific Serial Property ID Number. Complete the line in full | | | | |
| | Item # | Enter Serial # to be changed | | | |
| | Change Serial Property ID To read: | | | | |
| | Type | Serial Number | Year | Make and Model | Colour |
| | | | | | |
| Only to be used to change existing information about a specific Serial Property ID Number. Complete the line in full | | | | | |
| Item # | Enter Serial # to be changed | | | | |
| Change Serial Property ID To read: | | | | | |
| Type | Serial Number | Year | Make and Model | Colour | |

For Office Use Only:

Insert Control Number
from Financing
Change Statement

Control Number



DECEMBER 30, 1994

FORM K



Saskatchewan
Justice
Personal Property Registry

Schedule H
General Collateral
Amendment Information
For Use With Financing Change Statement Only

Page of Pages
Your Reference

Insert Details of Amendment

For Office Use Only:

Insert Control Number
from Financing
Change Statement

Control Number



Appendix B

Instructions

GENERAL INSTRUCTIONS

Forms must be typewritten or machine printed in black ink with clear, neat and legible characters. Error corrections must be clear and understandable. Ambiguous error corrections may cause a financing statement to be rejected or keyed incorrectly. ALPHABETICAL CHARACTERS MUST APPEAR IN UPPER CASE ONLY. Only symbols and punctuation marks permitted by these instructions may be used.

Page _____ of _____ Pages – This is located in the top right hand corner of the first page of each form. When one or more schedules are required, complete *Page _____ of _____ Pages*.

Example: Where a financing statement and a single schedule are used, the financing statement is to be marked *Page 1 of 2 Pages* and the schedule is to be marked *Page 2 of 2 Pages*.

Your Reference – This is an optional field located in the top right-hand corner of each form to record your own file number as a reference (maximum 12 characters).

All date fields must be entered in the order of day, month, year. The first three letters of the month are to be used to indicate the month. All four digits of the number of the year must be used. Example: 12 JUL 1994.

Number of serial property items

No more than 999 items of serial property may be included in a registration throughout the life of the registration.

Abbreviations and punctuation

Where a name is set out on any form required for registration in the area designated for a business name, the abbreviations set out in Column 2 of Table A may be used instead of the information set out opposite those abbreviations in Column 1.

Use of an abbreviation from Table A may have an effect on whether the name appears as a search result pursuant to clause 23(2)(a) of the regulations or as a search result pursuant to clause 23(2)(b) of the regulations.

No punctuation marks, except the hyphen and apostrophe, are to be used on any form to be registered in the area on the form designated for the name of a person.

The symbols set out in Table B may only be used in the area on any form to be registered that sets out the business name where necessary to comply with sections 10 and 11 of the regulations.

The punctuation marks or symbols set out in Column 2 of Table B may be used in any form to be used for registration except as noted above.

The abbreviations or expansions set out in Column 2 of Table C may be used in any form mentioned in these regulations for an address and a collateral description, including a vehicle description instead of the information set out in Column 1.

In entering information into the computer database of the registry, any word set out in Column 1 of Table C may be entered by the registry staff in the abbreviated form set out opposite that word in Column 2 of Table C.

Character field lengths

No person who completes a financing statement or financing change statement shall use, in the categories or lines of a financing statement or financing change statement mentioned in Column 1 of Table D, a number of characters exceeding the number of characters mentioned in Column 2.

Where, after exhausting all applicable space in a line or field designated for a registrant, secured party or debtor name, the name in full should be inserted in the *General Collateral* area of the form, but the utilization of this additional space does not increase the searchable capacity of the name.

Submit only completed financing statements along with the applicable fees or your account number to the registry.

Note: Financing statements and related schedules are two-sided forms. Please check both sides of your form to ensure all applicable fields have been completed.

SPECIFIC INSTRUCTIONS FOR FINANCING STATEMENTS

A financing statement is to be completed for each new registration pursuant to the following Acts:

- The Personal Property Security Act, 1993;*
- The Sale of Goods Act (section 26) or The Factors Act (section 9);*
- The Executions Act or The Creditors' Relief Act;*
- The Enforcement of Maintenance Orders Act.*

Part 1 – Type and Life of Registration

Type an “X” in the appropriate field to indicate the type of registration that is covered by this financing statement.

Type an “X” in *Trust Indenture* (for PPSA Security Agreements only), if applicable.

For *SA*, *SG* and *CI*, select *Reg Life* (registration life) by:

- (a) indicating the number of *Years, Months and Days* to a maximum registration life of 25 years;
- (b) selecting an *Expiry Date* to a maximum registration life of 25 years; or
- (c) typing an “X” in the *Infinity* field.

For writs or execution, indicate the date of judgment if issued by a Saskatchewan court or the date of issue if issued by a federal court, the judicial centre where the writ was directed and the amount of the writ.

Part 2 – Registrant Party

Provide one of the following:

- (a) *Client #* – the number provided by the registry on acceptance as a registry client (nine characters);
- (b) *Party ID* – include the transaction #. Example: 123456789-01;
- (c) *Name, Address and Postal Code* in full.

Fax # – Include your number if you wish to receive an additional copy of your verification faxed. (10 characters)

Person – (if an individual) *Last Name* (maximum 30 characters), *First Name* (maximum 15 characters, *Second Name* (maximum 15 characters). Do not use titles such as Dr. or nicknames.

Business – (if not an individual) Enter the complete business name to a maximum of 75 characters. If the name is more than 75 characters, repeat the full name in Part 6. Do not abbreviate unless the abbreviation is part of the registered name or is an abbreviation set out in Table A. The allowable symbols that may be used are & ' : , \$ - () . + " ; /.

Address – maximum 190 characters.

Postal Code – If postal code is unknown, enter Z9Z9Z9. If outside of Canada, enter Code on address line.

SCN – (Saskatchewan Corporations Number) – optional field. Enter if company is registered in Saskatchewan.

Business Type Code – mandatory field for businesses. Enter the applicable code from Table E.

Class Code – mandatory field. Enter the applicable code from Table F.

Part 3 – Secured Party

If information is the same as in Part 2, type an “X” in the *Same As Registrant* field.

Refer to Part 2 instructions for information on completing this Part.

Note: The last entry on the first page is *Account #* and *Password*. This is mandatory if wish to use your financial account with the registry.

Part 4 – Debtor Party

Refer to Part 2 instructions for completing this Part.

Birthdate – optional field.

Part 5 – Serial Property

Type – mandatory field. Enter the applicable code from Table G.

Serial Number – mandatory field. List the last 25 digits of the serial number. For aircraft registered in Canada, give the DOT Number issued by Ministry of Transport omitting the hyphen.

Year, Make and Model, Colour – Year and make and model are mandatory, colour is optional (maximum 30 characters).

Part 6 – General Collateral

(maximum 60 characters per line)

Describe any collateral or proceeds covered by this registration

Client Text Block # – Insert the number assigned to your standard information text that was set up at your request on your client file.

Note: In order to use the Client Text Blocks, you must indicate your Client # in Part 2.

PPR Text Block # – See the Guide prepared by the registry for suggested text block information. Insert the number of the text block you wish to use for this registration.

Part 7 – Registration Identification Number (RIN)

The RIN provides additional security for your registration. Type an “X” in the *Yes or No* field.

You should consult the Guide for additional information.

Part 8 – Verification Requests

The registrant will automatically receive a verification of the registration. Indicate whether you want the verification mailed or whether you will pick it up. If this area is left blank, it will automatically be mailed. Another copy may be faxed at an additional charge. Include your fax number in Part 2.

Part 9 – Signature of Registrant

This form must be signed by either the registrant or a person with actual, implied or apparent authority to sign on behalf of the registrant. The name of the agent (if applicable) and the individual signing the form must be typed above the signature.

Phone Number – Include the phone number of the individual signing the form in case the registry has any questions or problems respecting the information in the financing statement.

SCHEDULES

Should you require extra pages for additional information, complete the schedule using the above instructions. Repeat the number under the bar code from the financing statement in the *Control No.*_____ field at the bottom of the schedule.

The appropriate schedules are:

- Schedule A Additional Secured Party Information;
- Schedule B Additional Debtor Party Information;
- Schedule C Additional Serial Property Information;
- Schedule D Additional General Collateral Information.

**SPECIFIC INSTRUCTIONS FOR GARAGE
KEEPERS LIEN FINANCING STATEMENT**

A garage keepers lien financing statement is to be completed for each new registration pursuant to *The Garage Keepers Act*

Part 1 – Date Garage Keeper Gave up Possession of Vehicle

Enter the date in the proper manner. The registry must receive the statement on or before the 45th day from the date the garage keeper gave up possession of the vehicle.

Amount of Lien – enter the amount owing.

Part 2 – Registrant Party

Provide one of the following:

- (a) *Client #* – the number provided by the registry on acceptance as a registry client (9 characters);
- (b) *Party ID* – include the transaction #. Example: 123456789-01;
- (c) *Name, Address and Postal Code* in full.

Fax # – Include your number if you wish to receive an additional copy of your verification faxed. (10 characters)

Person – (if an individual) *Last Name* (maximum 30 characters), *First Name* (maximum 15 characters, *Second Name* (maximum 15 characters). Do not use titles such as Dr. or nicknames.

Business – (if not an individual) Enter the complete business name to a maximum of 75 characters. If the name is more than 75 characters, repeat the full name in Part 6. Do not abbreviate unless the abbreviation is part of the registered name or is an abbreviation set out in Table A. The allowable symbols that may be used are & ' : , \$ - () . + " ; /.

Address – maximum 190 characters.

Postal Code – If postal code is unknown, enter Z9Z9Z9. If outside of Canada, enter Code on address line.

SCN – (Saskatchewan Corporations Number) – optional field. Enter if company is registered in Saskatchewan.

Business Type Code – mandatory field for businesses. Enter the applicable code from Table E.

Class Code – mandatory field. Enter the applicable code from Table F.

Part 3 – Secured Party

If information is the same as in Part 2 type an “X” in the *Same As Registrant* field.

Refer to Part 2 instructions for information on completing this Part.

Note: The last entry on the first page is *Account #* and *Password*. This is mandatory if you wish to use your financial account with the registry.

Part 4 – Debtor Party

Refer to Part 2 instructions for completing this Part.

Birthdate – optional field. Use date format from the instructions in Part 1.

Part 5 – Serial Property

Type – mandatory field. Enter the applicable code from Table G.

Serial Number – mandatory field. List the last 25 digits of the serial number. For aircraft registered in Canada, give the DOT Number issued by Ministry of Transport omitting the hyphen.

Year, Make and Model, Colour – Year and make and model are mandatory, colour is optional (maximum 30 characters).

Part 6 – General Collateral

(maximum 60 characters per line)

In this Part you may further describe any collateral covered by this registration.

Client Text Block # – Insert the number assigned to your standard information text that was set up at your request on your client file.

Note: In order to use the Client Text Blocks, you must indicate your Client # in Part 2.

PPR Text Block # – See Guide for suggested text block information. Insert the number of the text block you wish to use for this registration.

Part 7 – Registration Identification Number (RIN)

The RIN provides additional security for your registration. Type an “X” in the *Yes or No* field.

You should consult the Guide for additional information.

Part 8 – Verification Requests

The registrant will automatically receive a verification of the registration. Indicate whether you want the verification mailed or whether you will pick it up. If this area is left blank, it will automatically be mailed. Another copy may be faxed at an additional charge. Include your fax number in Part 2.

Part 9 – Signature of Registrant

This form must be signed by either the registrant or a person with actual, implied or apparent authority to sign on behalf of the registrant. The name of the agent (if applicable) and the individual signing the form must be typed above the signature.

Phone Number – Include the phone number of the individual signing the form in case the registry has any questions or problems respecting the information in the financing statement.

SCHEDULES

Should you require extra pages for additional information, complete the schedule using the above instructions. Repeat the number under the bar code from the financing statement in the *Control No.*_____ field at the bottom of the schedule.

The appropriate schedules are:

- Schedule A Additional Secured Party Information;
- Schedule B Additional Debtor Party Information;
- Schedule C Additional Serial Property Information;
- Schedule D Additional General Collateral Information.

SPECIFIC INSTRUCTIONS FOR FINANCING CHANGE STATEMENT

A financing change statement is to be completed to record one of the following:

- a renewal;
- a total discharge;
- to delete, add or change information on an active registration;
- to correct an error made by the registry in recording information submitted to it.

Indicate if you intend to correct an error made by the registry in recording information submitted for registration. NOTE: If so, you may only correct registry errors on this financing change statement. Any other changes must be completed on a separate financing change statement.

Part 1 – Record to be Changed

Registration Number – Enter the nine-digit computer generated registration number assigned to your registration.

RIN – If applicable, enter the registration identification number assigned to your registration. Leave the field blank if your registration has not been assigned a RIN.

Any Debtor listed on registration – In the *Person* or *Business* field, indicate one of the Debtor Parties listed on the registration for verification purposes.

Part 2 – Registrant Party

Provide one of the following:

- (a) *Client #* – the number provided by the registry on acceptance as a registry client (9 characters);
- (b) *Party ID* – include the transaction #. Example: 123456789-01;
- (c) *Name, Address and Postal Code* in full.

Fax # – Include your number if you wish to receive an additional copy of your verification faxed. (10 characters)

Person – (name of an individual) – *Last Name* (maximum 30 characters), *First Name* (maximum 15 characters, *Second Name* (maximum 15 characters). Do not use titles such as Dr. or nicknames.

Business – Enter the complete business name to a maximum of 75 characters. If the name is more than 75 characters, repeat the full name in Part 6. Do not abbreviate unless the abbreviation is part of the registered name or the abbreviation is set out in Table A. The allowable symbols that may be used are & ' : , \$ - () . + " ; /.

Address – maximum 190 characters.

Postal Code – if postal code is unknown, enter Z9Z9Z9. If outside of Canada, enter Code on address line.

SCN – (Saskatchewan Corporations Number) – optional field, enter if company is registered in Saskatchewan.

Business Type Code – mandatory field for businesses. Enter the applicable code from Table E.

Class Code – mandatory field. Enter the applicable code from Table F.

Part 3 – Renewal

Type an “X” in the field if you wish to record a renewal.

For *SA*, *SG* and *CI*, select *Reg Life* (registration life) by:

- (a) indicating the number of years, months and days to a maximum registration life of 25 years;
- (b) selecting an *Expiry Date* to a maximum registration life of 25 years; or

(c) typing an "X" in the *Infinity* field.

For *GK* – select *Reg Life* by:

(a) indicating the number of months and days to a maximum registration life of six months; or

(b) selecting an *Expiry Date* to a maximum registration life of six months.

State the date of the court order, the judicial centre where the court order was directed, the court action number (Q.B. No.) and the amount of the court order (optional). **The court order must be attached.**

For *WE*, *FW* – State the date of the court order, the judicial centre where the court order was directed, the court action number (Q.B. No.) and the amount of the court order (optional). **The court order must be attached.**

For *MW* – Indicate whether the writ is to be renewed for infinity.

Part 4 – Total Discharge

Type an "X" if you wish to totally remove the original financing statement and all financing change statements relating to that financing statement.

Part 5 – Registration Type

Note: This Part may only be used to correct a registry error.

Type in the old Act or registration type and the new Act or registration type.

Part 6 – Specific Act Information

Complete the appropriate new information.

Part 7 – Other Amendment/Description

Maximum 60 characters, one line only – to be used to describe other amendments. See the Guide prepared by the registry for details. Give a brief description of the amendment and insert particulars of the amendment, including its effect, in *General Collateral*.

Part 8 – Registration Identification Number (RIN)

The RIN provides additional security for your registration. Type an "X" in the appropriate field if you wish to change, add or remove a RIN.

You should consult the Guide for additional information.

Part 9 – Verification Requests

The registrant will automatically receive a verification of the registration. Indicate whether you want the verification mailed or whether you will pick it up. If this area is left blank, it will automatically be mailed. Another copy may be faxed at an additional charge. Include your fax number in Part 2.

For a discharge of a registration, the secured parties will also receive a copy of the discharge verification.

Part 10 – Signature of Registrant

This form must be signed by either the registrant or a person with actual, implied or apparent authority to sign on behalf of the registrant. The name of the agent (if applicable) and the individual signing the form must be typed above the signature.

Phone Number – Include the phone number of the individual signing the form in case the registry has any questions or problems respecting the information in the financing change statement.

Note: The last entry on the page is *Account #* and *Password*. This is mandatory if you wish to use your financial account with the registry.

SCHEDULES

Should you require extra pages for additional information, complete the appropriate schedule using the instructions below. Repeat the number under the bar code from the financing change statement in the *Control No.*_____ field at the bottom of the schedule.

The Appropriate schedules are:

- Schedule E Secured Party Amendment Information;
- Schedule F Debtor Party Amendment Information;
- Schedule G Serial Property Amendment Information;
- Schedule H General Collateral Amendment Information;

MISCELLANEOUS INSTRUCTIONS FOR FINANCING CHANGE STATEMENTS

Transfer of debtor

Where a transfer by a debtor is to be registered, the registrant shall ensure that the financing change statement contains:

- (a) in the *Debtor-Delete* field, the item number and the first five letters of the last name of the person debtor or the first five letters of the business debtor who is transferring his or her interest;
- (b) in the *Debtor-Add* field, the party ID or the full name and address of the debtor to whom the interest is being transferred; and
- (c) in the *Other Amendment/Description* field, the words “Transfer by Debtor”.

Assignment of secured party

Where an assignment by a secured party is to be registered, the registrant shall ensure that the financing change statement contains:

- (a) in the *Secured Party-Delete* field:
 - (i) the item number of the secured party assigning the interest;
 - (ii) the first five letters of last name of the secured party who is assigning his or her interest, in the case of an individual; and
 - (iii) the first five letters of the business name of the secured party that is assigning its interest, in the case of an artificial body;
- (b) in the *Secured Party-Add* field, the party ID or the full name and address of the secured party to whom the interest is being transferred; and
- (c) in the *Other Amendment/Description* field, the words “Assignment by Secured Party”.

Court order

Where an order of the Court of Queen's Bench or any other court is to be registered, the registrant shall ensure that the financing change statement contains:

- (a) in the *Other Amendment/Description* field, the words "Court Order"; and
- (b) in the *General Collateral* field, the particulars of the court order, including the name of the court, the date and court file number of the order, the judicial centre out of which the order was issued and the effect of the order.

Where a financing change statement recording a court order has the effect of discharging a registration and a copy of the court order accompanies the financing change statement, the registry staff may accept the financing change statement without an authorized signature of the secured party.

Other changes

Where a change is to be made to a registration other than a change mentioned in these regulations, the registrant shall ensure that the financing change statement contains:

- (a) in the *Other Amendment/Description* field, a brief description of the change; and
- (b) in the *General Collateral* field, particulars of the change, including its effect.

Partial transfer by debtor

Where a transfer by a debtor of a partial interest in the collateral, or a transfer of part of the collateral, is to be registered, the registrant shall ensure that the financing change statement contains:

- (a) in the *Debtor - Add* field, the party ID or the full name and address of the debtor to whom the interest or collateral is being transferred;
- (b) in the *Other Amendment/Description* field, the words "partial transfer by debtor"; and
- (c) in the *General Collateral* field, a description of the interest or collateral being transferred and the name of the transferor.

Partial assignment by secured party

Where an assignment by a secured party of a part of the security interest, or a security interest in part of the collateral is to be registered, the registrant shall ensure that the financing change statement contains:

- (a) in the *Secured Party - Add* field, the party ID or the full name and address of the secured party to whom the interest or collateral is being transferred;
- (b) in the *Other Amendment/Description* field, the words "partial assignment by secured party"; and
- (c) in the *General Collateral* field, a description of the interest or collateral being assigned and the name of the assignor.

Re-registration after lapse or discharge

A registrant who, pursuant to subsection 35(7) of the Act, re-registers a security interest after it lapses or is discharged shall, in the *General Collateral* field:

- (a) state that the registration is pursuant to subsection 35(7) of the Act; and
- (b) give the registration number of the registration that lapsed or was discharged.

SPECIFIC INSTRUCTIONS FOR COMPLETING CERTAIN SCHEDULES

**Schedule E Secured Party Amendment Information and
Schedule F Debtor Party Amendment Information**

Part 7 – Secured Party (Schedule E) and Part 8 – Debtor Party (Schedule F)

Secured Party/Debtor Party – (if amending by name and address, complete name and address information in full.)

DELETE: *Item #* – Each party has an assigned number [eg.(01)]. Indicate the item number of the party you wish to delete and the first five characters of the last name or business name.

ADD: Provide one of the following:

- (a) *Client #* – the number provided by the registry on acceptance as a registry client (9 characters);
- (b) *Party ID* – include the transaction #. Example: 123456789-01;
- (c) *Name, Address and Postal Code* in full.

Fax # – Include your number if you wish to receive an additional copy of your verification faxed. (10 characters)

Person – (if an individual) *Last Name* (maximum 30 characters), *First Name* (maximum 15 characters, *Second Name* (maximum 15 characters). Do not use titles such as Dr. or nicknames.

Business – (if not an individual) Enter the complete business name to a maximum of 75 characters. If the name is more than 75 characters, repeat the full name in Part 6. Do not abbreviate unless the abbreviation is part of the registered name or the abbreviation is set out in Table A. The allowable symbols that may be used are & ' : , \$ - () . + " ; /.

Address – maximum 190 characters.

Postal Code – if postal code is unknown, enter Z9Z9Z9. If outside of Canada, enter Code on address line.

SCN – (Saskatchewan Corporations Number) – optional field, enter if company is registered in Saskatchewan.

Business Type Code – mandatory field for businesses. Enter the applicable code from Table E.

Class Code – mandatory field. Enter the applicable code from Table F.

CHANGE: This field is only to be used to change existing information about a specific secured party.

Indicate the Item # and the first five characters of the last name or business name of the party to be changed. Complete the name and address in full as to how the information should read.

Schedule G Serial Property Amendment Information

Part 9 – Serial Property

Not for use with CI, WE, FW, MW

DELETE: *Item #* – Each serial property has an assigned number [eg.(01)]. Indicate the item number of the serial property you wish to delete and the serial number in full.

ADD: *Type* – mandatory field. Enter the applicable code from Table G.

Serial Number – mandatory field. List the last 25 digits of the serial number. For aircraft registered in Canada, give the DOT Number issued by the Ministry of Transport omitting the hyphen.

Year, Make and Model, Colour – Year, make and model are mandatory, colour is optional (maximum 30 characters).

CHANGE: *Item #* – Indicate the item number and the serial number in full. Complete the serial property in full as to how you wish the information to read.

See **ADD** for additional information.

Schedule H General Collateral Amendment Information

Part 10 – General Collateral

Maximum 60 characters per line.

Describe the details of amendment indicating whether collateral or proceeds are being added, deleted or changed.

Tables

**TABLE A
Abbreviations**

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|-----------------|-----------------|
| COMPANY | CO |
| CORPORATION | CORP |
| INCORPORATED | INC |
| LIMITED | LTD |
| LIMITÉE | LTEE |

**TABLE B
Punctuation**

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|-----------------|-----------------|
| Ampersand | & |
| Apostrophe | ' |
| Colon | : |
| Comma | , |
| Dollar sign | \$ |
| Hyphen | - |
| Parentheses | () |
| Period | . |
| Plus sign | + |
| Quotation marks | “ ” |
| Semi-colon | ; |
| Virgule | / |

TABLE C
Abbreviations

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|-------------------------|-----------------|
| ALBERTA | ALTA |
| AMERICAN MOTORS | AM, AM MOTORS |
| APARTMENT | APT |
| AVENUE | AVE |
| BEDROOM | BDRM |
| BOULEVARD | BLVD |
| BRITISH COLUMBIA | BC |
| BROTHERS | BROS |
| CAISSE POPULAIRE | CAISSE POP |
| CHEVROLET | CHEV |
| CHRYSLER | CHRY |
| CIRCLE | CIR |
| CONCESSION | CON,C |
| CONSTRUCTION | CONST |
| CONVERTIBLE | CONV |
| CO-OPERATIVE | CO-OP |
| COUPE | CPE |
| COURT | CT |
| CREDIT UNION | CREDIT U |
| CRESCENT | CRES |
| DELIVERY VAN | DEL VAN |
| DINING ROOM | DR |
| DRIVER | DR |
| EAST | E |
| EQUIPMENT | EQPT |
| 4 DOOR HARDTOP | 4 DR HDTP |
| HALF | HLF, 1/2 |
| HATCH BACK | HTCH BK |
| HIGHWAY | HWY |
| INCH, IN | IN |
| INTERNATIONAL | INTL |
| INTERNATIONAL HARVESTER | IHC |
| JOHN DEERE | JD |
| LIVING ROOM | LR |
| LOT | L |
| MANITOBA | MAN |
| MASSEY FERGUSON | MF |
| MOTORCYCLE | MTRCYCLE |
| MOTORS | MTRS |
| NEW BRUNSWICK | NB |
| NEWFOUNDLAND | NFLD |
| NORTH | N |
| NORTHWEST TERRITORIES | NWT |
| NOVA SCOTIA | NS |

TABLE C
Abbreviations (cont'd.)

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|----------------------|-----------------|
| OLDSMOBILE | OLDS |
| 1/2 | A HALF |
| 1/2 TON PICKUP TRUCK | 1/2 T PU |
| 1/2 TON TRUCK | 1/2 T TRK |
| ONTARIO | ONT |
| PLYMOUTH | PLY |
| PONTIAC | PONT |
| PRINCE EDWARD ISLAND | PEI |
| QUARTER | QTR, 1/4 |
| QUEBEC | QUE |
| RAMBLER | RAMBL |
| ROAD | RD |
| RURAL ROUTE | RR |
| SASKATCHEWAN | SASK |
| SEDAN | SDN |
| SERIAL NUMBER | SERIAL |
| SOUTH | S |
| STATION WAGON | STN WGN |
| STREET | ST |
| SUITE | STE |
| SUPERSPORT | SS |
| TELEVISION | TV |
| 3/4 TON TRUCK | 3/4 T TRK |
| TON | T |
| TOWNSHIP | TWSP, TSP |
| VOLKSWAGEN | VW |
| WEST | W |
| YUKON | YUK |

TABLE D
Character Field Lengths

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|--------------------------|--------------------------|
| PARTY PERSON NAME | |
| Last Name/Surname | 30 characters |
| First Name | 15 characters |
| Second Name | 15 characters |
| Party Class Code | 2 characters (numeric) |
| Birth Date | 9 characters (mnaaannnn) |
| BUSINESS PARTY | |
| Business Party Name | 75 characters |

TABLE D
Character Field Lengths (cont'd.)

| <i>COLUMN 1</i> | <i>COLUMN 2</i> |
|---|---|
| Sask Corp Number (SCN) | 9 characters (numeric) |
| Business Class Code | 2 characters (numeric) |
| Party Class Code | 2 characters (numeric) |
| Attention Line | 40 characters |
| Client Reference Number | 12 characters |
| FAX Number | 10 characters (numeric) |
| Phone Number | 10 characters (numeric) |
| Client Number | 9 characters (numeric) |
| ADDRESS | |
| 4 lines of 40 characters | |
| 1 line of 30 characters | total of 190 characters |
| Postal Code | 6 characters (ananan) |
| SERIAL PROPERTY | |
| Serial Property ID Number | 25 characters |
| Serial Property Type Code | 2 characters (numeric) |
| Serial Property Description | 30 characters |
| General Property/Collateral Description | 60 character line x the # of lines (can have 9,999 lines per registration) |
| Financial Account | 7 characters (numeric) |
| Password | 8 characters (3-8 alpha and or numeric) |
| Party ID Number | 11 characters (9-digit party number and 2-digit trans number) |
| Date of Issue/Judgement | 9 characters (nnaaanmm) |
| Act/Type of Registration | 2 characters |
| Registration Life | 2 characters (years), 2 characters (months), 3 characters (days) or expiry date |
| Expiry Date | 9 characters (nnaaanmm) |
| Notation Line | 60 characters |

TABLE E
Business Type Codes

- 1 Business Corporation
- 2 Non-Profit Corporation
- 3 Credit Union
- 4 Cooperative
- 5 Partnership
- 6 Sole Proprietorship
- 7 Provincial Government
- 8 Other

TABLE F
Class Code

- 01 Accounting Management
- 02 Auction Company
- 03 Automotive Dealer
- 04 Bank
- 05 Credit/investigation
- 06 Credit Union
- 07 Crown Corporation
- 08 Equipment Dealer
- 09 Financial Company
- 10 Federal Government
- 11 General Public
- 12 Law Enforcement
- 13 Law Firm
- 14 Manufacturer
- 15 Municipal Government
- 16 Pawn Shop
- 17 Provincial Government
- 18 Retail/Wholesale
- 19 Trust and Loan
- 20 Rv Dealer
- 98 Other

TABLE G
Codes for Serial Numbered Items

| <i>CODE</i> | <i>ITEM</i> |
|-------------|---|
| 1 | Cars |
| 2 | Aircraft – Department of Transport (Canada) |
| 3 | Aircraft – other |
| 4 | Boats |
| 5 | Outboard motors for boats |
| 6 | Tractors, Combines |
| 7 | Buses |
| 8 | Mobile homes |
| 9 | Motorcycles, motor bikes |
| 10 | Motorhomes |
| 11 | Snowmobiles, motor toboggans |
| 12 | Trailers |
| 13 | Trucks |
| 14 | Vans |
| 999 | Other |

DECEMBER 30, 1994

Appendix C

FORM A
[Subsection 30(1)]

Demand to Secured Party

To: _____
(name of secured party)

1 A Financing Statement was registered in your favour and assigned registration number _____
on the _____ date of _____, 19 ____ at the Personal Property Registry.

2 I am named as the debtor in the Financing Statement.

or

I have an interest in property that falls under the collateral description in the Financing Statement as follows:

(describe interest)

3 Pursuant to section 50 of *The Personal Property Security Act, 1993*, you are hereby required, not later than 15 days after this demand is given:

(a) to register a Financing Change Statement for the purpose of _____

(describe type of change demanded, ie., discharge or amendment of collateral description)

or

(b) to provide to the Registrar an Order of the Court confirming that the registration need not be amended or discharged.

4 If this demand is not complied with, I intend to submit a Financing Change Statement for the registration pursuant to section 50(5) of *The Personal Property Security Act, 1993*.

Dated this _____ day of _____, 19 _____.

Person giving Demand: _____
(signature)

FORM B
[Subsection 30(2)]

Proof of Demand Statutory Declaration

I, _____
of _____ in the Province of _____, _____
(address) (postal code)

DO SOLEMNLY DECLARE THAT:

1 A Financing Statement was registered in the Personal Property Registry and assigned registration number _____
on the _____ day of _____, 19 _____.

2 I am named as the debtor in the Financing Statement.

or

I have an interest in property that falls under the collateral description in the Financing Statement as follows:

(describe interest)

3 Attached to this declaration and marked as Exhibit A is a copy of the Demand to Secured Party, which was given to

(name of secured party)

4 Service of Exhibit A was effected on the secured party on _____, 19 ____
by _____ as evidenced by the proof of service attached to this declaration and marked as Exhibit B.
(Attach post office receipt or affidavit verifying service in some other authorized manner:)

5 The prescribed 15-day period for registering a Financing Change Statement or providing an Order of the Court to the Registrar has expired.

6 I have the authority to submit for registration a Financing Change Statement pursuant to section 50 of *The Personal Property Security Act, 1993*.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.

Declared before me, _____

at the _____ of _____ in the province of _____
(signature)

_____ on _____, 19 ____.

THE SASKATCHEWAN GAZETTE

FORM D
[Subsection 38(2)]

Change Notice (Fixtures or Crops)

To: The Registrar of Land Titles at _____, Saskatchewan.

The notice of security interest of _____
(name and address of secured party)

on the land described as: _____

Dated the _____ day of _____, 19 _____, and registered the _____ day
of _____, 19 _____, as Instrument Number _____, is hereby _____

(renewed, subordinated, amended, assigned, discharged or partially discharged)

Select the appropriate form:

The notice is renewed for _____
(select multiples of one year or an infinite number of years)

The notice is subordinated to the interest of _____
(name and address)

under Instrument Number _____
(Instrument Number and general description of the nature of interest)

The notice is amended by _____
(particulars of amendment)

The notice of security interest is wholly discharged.

The notice is partially discharged as it relates to the land described as: _____
(describe the land to which goods are affixed or on which the crops are growing)

The interest of the secured party referred to in the notice has been assigned to _____,
(name and address of the assignee)

whose address for service in Saskatchewan is _____
(address where notices may be served)

Dated this _____ day of _____, 19 _____.

Signed by the above named _____

in the presence of _____
(witness) _____
(secured party or agent)

DECEMBER 30, 1994

FORM E
[Subsection 38(4)]
Affidavit of Execution

PROVINCE OF SASKATCHEWAN

TO WIT:

I, _____, of _____ MAKE OATH AND SAY :
(here state address and occupation)

1 That I was personally present and did see _____, named in the within
(or annexed) Instrument, who is personally known to me to be the person named in that instrument, duly sign and execute
it for the purposes named in it.

2 That the instrument was executed at the City of _____ in the
Province of _____, and that I am the subscribing witness to it.

3 That I, _____, know the said _____ and
he/she is in my belief 18 years of age or more.

SWORN BEFORE ME AT

_____ in the province of _____
(signature)

this _____ of _____, 19 _____.

A Commissioner, etc. *(or as the case may require)*

FORM F
[Subsection 38(4)]
Affidavit Verifying Notice

PROVINCE OF SASKATCHEWAN

TO WIT:

I, _____, of _____ MAKE OATH AND SAY :

- 1 That I am the duly authorized agent of the secured party named in the notice attached to this affidavit, and have a full knowledge of the facts set out in it.
- 2 That the statement of facts set out in the notice is true.

SWORN BEFORE ME AT

_____ in the province of _____ _____
(signature)

this _____ of _____, 19 _____.

A Commissioner, etc. *(or as the case may require)*

DECEMBER 30, 1994

FORM G
[Subsection 40(1)]
Demand to Discharge (Fixtures or Crops)

To: _____
(name of secured party)

1 Notice of Security Interest was registered in your favour as instrument number _____
on the _____ day of _____, 19 ____ at the Land Titles Office at _____
against the land described as follows: _____

2 I am named as the debtor in the notice of Security Interest.

or

I have an interest in the land as follows: _____
pursuant to instrument number _____.

3 Pursuant to section 49 of *The Personal Property Security Act, 1993*, you are hereby required, not later than 15 days after
this demand is given, to submit for registration:

(a) a Change Notice for the purpose of _____

or

(b) an Order of the Court confirming that the registration need not be amended or discharged.

4 If this demand is not complied with, I intend to submit a Change Notice for registration pursuant to subsection 49(9) of
The Personal Property Security Act, 1993.

Dated this _____ day of _____, 19 ____.

Person giving Demand: _____
(signature)

THE SASKATCHEWAN GAZETTE

FORM H
[Subsection 40(2)]

Proof of Demand (Fixtures or Crops)

I, _____
of _____ in the Province of _____, _____
(address) (postal code)

DO SOLEMNLY DECLARE THAT:

1 A Notice of Security Interest was registered in the Land Titles Office _____
as instrument number _____ against the following land: _____

2 I am named as the debtor in the Notice of Security Interest.
or
I have an interest in the land as follows: _____
_____ pursuant to instrument number _____ .

3 Attached to this declaration and marked as Exhibit A is a copy of Demand to Secured Party, which was given to
_____ (name of secured party)

4 Service of Exhibit A was effected on the secured party on _____, 19 _____
(date)
by _____
(describe method of service)

as evidenced by the proof of service attached to this declaration and marked as Exhibit B.
(Attach post office receipt or affidavit verifying service in some other authorized manner)

5 The 15-day period for submitting a Change Notice or Order of the Court for registration has expired.

6 I have the authority to submit for registration a Change Notice pursuant to section 49 of *The Personal Property Security Act, 1993*.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.

Declared before me, _____
at the _____ of _____ in the province of _____
_____ on _____, 19 _____. (signature)

Appendix D

TABLE 1
[Clause 13(1)(a)]

Codes for Serial Numbered Items

| <i>CODE</i> | <i>ITEM</i> |
|-------------|---|
| 1 | Cars |
| 2 | Aircraft – Department of Transport (Canada) |
| 3 | Aircraft – other |
| 4 | Boats |
| 5 | Outboard motors for boats |
| 6 | Tractors, Combines |
| 7 | Buses |
| 8 | Mobile homes |
| 9 | Motorcycles, motor bikes |
| 10 | Motorhomes |
| 11 | Snowmobiles, motor toboggans |
| 12 | Trailers |
| 13 | Trucks |
| 14 | Vans |
| 999 | Other |

Appendix E

TABLE 1
[Section 35]

Fees

REGISTRATIONS

1 To register a FINANCING STATEMENT covering:

| | |
|--|---|
| (a) <i>The Personal Property Security Act, 1993</i> Security Agreement or Crown Interest or registration under <i>The Sale of Goods Act</i> or <i>The Factors Act</i> | \$5 per year, or portion of a year, for optional registration life from 1 to 25 years, or \$400 for infinity registration life, plus a \$5 processing fee |
| (b) Garage Keepers Lien | \$10 |
| (c) Writ of Execution issued by a Saskatchewan Court or a Creditors' Relief Certificate | \$10 |
| (d) Writ of Execution issued by the Federal Court of Canada | \$10 |

- 2 To register a FINANCING CHANGE STATEMENT covering:
- (a) Renewal of *The Personal Property Security Act, 1993* Security Agreement or a Crown Interest or a registration under *The Sale of Goods Act* or *The Factors Act* \$5 per year, or portion of a year, for optional renewal registration life from 1 to 25 years, or \$400 for infinity renewal registration life, plus a \$5 processing fee
 - (b) Renewal of a Garage Keepers lien or a Writ of Execution or a Creditors' Relief Certificate accompanied by a court order \$10
 - (c) Total discharge NO CHARGE
 - (d) For an amendment \$6 per part of the Financing Change Statement being amended, provided that there is no charge for an amendment in the Other Amendment/Description part, plus a \$5 processing fee
- 3 To register a FINANCING CHANGE STATEMENT covering the correction of a Personal Property Registry error NO CHARGE
- 4 To register a VERIFICATION FINANCING CHANGE STATEMENT covering a total discharge NO CHARGE
5. To register ANY OTHER DOCUMENT REQUIRED TO BE REGISTERED IN THE REGISTRY AND NOT OTHERWISE PROVIDED FOR..... \$10, plus a \$5 processing fee

The \$5 processing fee does not apply to an electronic registration. Only one \$5 processing fee is to be charged for each printed financing change statement.

SEARCH REQUESTS – to perform a search:

- (a) using the on-line facilities \$ 7
- (b) using Registry staff \$10
- (c) by SGI, until six months after the coming into force of these regulations, using on-line facilities for the purpose of verifying claims by secured parties pursuant to *The Automobile Accident Insurance Act* and section 214 of *The Saskatchewan Insurance Act* respecting motor vehicles for total loss payments and cash settlements and for checking liens before acquiring motor vehicle salvage \$ 2

MISCELLANEOUS

- (a) to obtain a photocopy of a document, FINANCING STATEMENT or FINANCING CHANGE STATEMENT \$ 1 per page
- (b) to certify a copy obtained in item 1 \$ 5
- (c) to have an additional copy of a VERIFICATION STATEMENT or Search result sent to a facsimile machine \$ 3 per additional copy

Where a registrant begins to register an electronic financing statement and proceeds to view the Registration Amendment Screen or the Discharge Registration Screen, the registrant shall incur a minimum charge of \$5 whether or not the registration is completed. If the registration is completed, the minimum charge will be included in and will not be in addition to the other charges for that registration.

CHAPTER U-11 REG 11

The Urban Municipality Act, 1984

Section 333

Order in Council 832/94, dated December 14, 1994

(Filed December 15, 1994)

Title

1 These regulations may be cited as *The Prisoner Escort and Prisoner Security Regulations, 1994 (No. 2)*.

Prisoner escort and prisoner security expenditures

2 For the purposes of subsection 92(7.13) of *The Urban Municipality Act, 1984*, for the fiscal year 1994-95 the cost to the Government of Saskatchewan of providing prisoner escort services and prisoner security services in the previous fiscal year, 1993-94, is \$320,000 for the City of Regina and \$320,000 for the City of Saskatoon.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations, but are retroactive and are deemed to have been in force on and from April 1, 1994.

