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Part

2

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Laws and Regulations

Volume 150

Summary

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Contents

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PROVINCE OF QUÉBEC

1ST SESSION

41ST LEGISLATURE

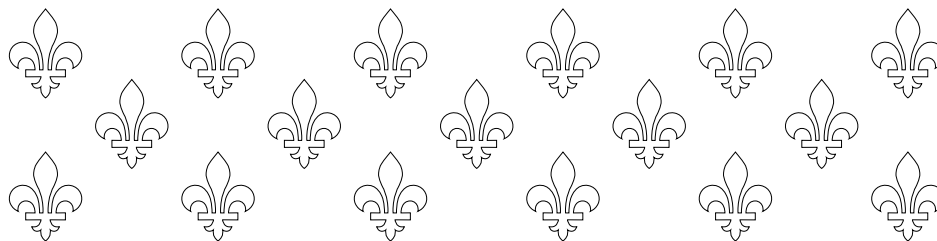
QUÉBEC, 6 JUNE 2018

OFFICE OF THE LIEUTENANT-GOVERNOR*Québec, 6 June 2018*

This day, at ten minutes past six o'clock in the evening, His Excellency the Lieutenant-Governor was pleased to assent to the following bills:

- 178 An Act to amend various legislative provisions concerning consumer protection
- 185 An Act to defer the next general school election and to allow the Government to provide for the use of a remote voting method
- 186 An Act concerning the acquisition of additional cars for the Montréal subway

To these bills the Royal assent was affixed by His Excellency the Lieutenant-Governor.



NATIONAL ASSEMBLY

FIRST SESSION

FORTY-FIRST LEGISLATURE

Bill 178
(2018, chapter 14)

**An Act to amend various legislative
provisions concerning consumer
protection**

**Introduced 18 April 2018
Passed in principle 16 May 2018
Passed 6 June 2018
Assented to 6 June 2018**

**Québec Official Publisher
2018**

EXPLANATORY NOTES

This Act proposes various amendments to protect consumers.

The Act makes amendments to the Act respecting prearranged funeral services and sepultures. It makes the inclusion of certain information compulsory in contracts relating to funeral services or a sepulture intended for a deceased person that are entered into after the person's death, and consequently amends the title of that Act since the Act will no longer be restricted to contracts entered into before death. The Act requires the Minister responsible for the administration of that Act to create a register of prearranged funeral services contracts and prepurchased sepulture contracts and to determine the terms governing its operation.

The Act also proposes amendments to the Consumer Protection Act to introduce a protection regime governing contracts relating to timeshare accommodation rights whose object is, in particular, to enable consumers to obtain accommodation rights that allow them to use an accommodation unit, or points or another medium of exchange that can be exchanged for accommodation rights.

The Act introduces rules specific to the making of that type of contract and sets out the compulsory information such a contract must include. It prohibits making the entering into or the performance of such a contract conditional on the entering into of a credit contract. It provides that any accessory contract entered into on the making of or in relation to a contract relating to timeshare accommodation rights is subject to the same obligations as the principal contract. It grants consumers the right to resolve the contract without charge or penalty within 10 days of signing it and specifies the circumstances in which that right is extended to one year.

The Act imposes on merchants who enter into a contract relating to timeshare accommodation rights the obligation to establish a payment schedule for each year covered by the contract. It sets out the elements to be included in the schedule as well as the terms and conditions applicable to the payments. Furthermore, the Act introduces a disclosure obligation related to promotion made by merchants engaged in the business of such contracts, prohibits certain stipulations and provides that such contracts may not be automatically renewed.

The Act makes the Consumer Protection Act applicable to contracts relating to the resale of tickets entered into between two merchants. It requires resellers to inform the consumer of the place or seat the resold ticket authorizes the ticket holder to occupy, and of the fact that the price paid for the ticket will be refunded to the consumer under certain circumstances. It prohibits the resale of tickets when they are not in the possession or under the control of the reseller. It also prohibits the use or sale, for the purpose of purchasing tickets, of software that circumvents a safety measure or control system put in place by the producer of a show or by the authorized seller, and prohibits the resale of tickets obtained using such software.

The Act provides that a merchant or the latter's representative may not propose variable credit in person to consumers in certain educational institutions. However, it provides that the prohibition does not apply to a merchant who makes such a proposal in the latter's establishment if it is located in an educational institution.

Lastly, the Act makes certain technical amendments to the Travel Agents Act and the Consumer Protection Act.

LEGISLATION AMENDED BY THIS ACT:

- Travel Agents Act (chapter A-10);
- Act respecting prearranged funeral services and sepultures (chapter A-23.001);
- Consumer Protection Act (chapter P-40.1).

REGULATION AMENDED BY THIS ACT:

- Regulation respecting the application of the Consumer Protection Act (chapter P-40.1, r. 3).

Bill 178

AN ACT TO AMEND VARIOUS LEGISLATIVE PROVISIONS CONCERNING CONSUMER PROTECTION

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

ACT RESPECTING PREARRANGED FUNERAL SERVICES AND
SEPULTURES

1. The title of the Act respecting prearranged funeral services and sepultures (chapter A-23.001) is amended by replacing “prearranged” by “arrangements for”.

2. Section 2 of the Act is amended

(1) by inserting “, subject to section 81.1,” after “except” in the first paragraph;

(2) by replacing “person” in the first paragraph by “buyer”;

(3) by adding the following sentence at the end of the first paragraph: “This Act, except Chapter II, excluding section 3, Chapters III and IV, excluding section 39, and Chapter V, also applies, with the necessary modifications, to contracts relating to funeral services or a sepulture entered into after a death.”

3. Chapter II of the Act is amended by replacing the portion before section 3 by the following:

“CHAPTER II

**“PREARRANGED FUNERAL SERVICES CONTRACTS AND
PREPURCHASED SEPULTURE CONTRACTS**

“DIVISION I

“PRELIMINARY PROVISIONS

“2.1. This chapter applies to prearranged funeral services contracts and pre-purchased sepulture contracts.”

4. The Act is amended by inserting the following chapter after section 18:

“CHAPTER II.1

**“CONTRACTS RELATING TO FUNERAL SERVICES OR A
SEPULTURE ENTERED INTO AFTER DEATH**

“18.1. This chapter applies to contracts relating to funeral services or a sepulture intended for a deceased person that are entered into after the person’s death.

“18.2. Every contract must be evidenced in writing and the rules governing the making of contracts set out in sections 24 to 28 and 30 to 33 of the Consumer Protection Act (chapter P-40.1) apply, with the necessary modifications, to such a contract, including any modification to it.

“18.3. Every contract must set forth

- (1) the name and address of the buyer and those of the deceased person;
- (2) the name and address of the seller and, if applicable, those of his representative;
- (3) the number and date of the contract and the address where it is signed;
- (4) the description of each item of goods and service;
- (5) the price of each item of goods and service and the charges exigible under federal or provincial law;
- (6) the total amount the buyer must pay for goods, the total amount he must pay for services and the total price of the contract;
- (7) the terms and conditions of payment; and
- (8) any other information prescribed by regulation.

Every contract modification must identify the contract and describe the changes to which the parties have agreed, including any resulting changes in the information required under subparagraphs 5, 6 and 7 of the first paragraph. Every contract modification is deemed to form part of the contract.”

5. Section 55 of the Act is amended

- (1) by replacing “set out in section 4” in the first paragraph by “contemplated in sections 4 and 18.2”;

(2) by inserting the following paragraph after the first paragraph:

“Despite the first paragraph, the buyer may not apply for the nullity of a contract contemplated in Chapter II.1 if the seller has already begun to provide the services stipulated in the contract.”

6. Section 64 of the Act is amended

(1) by replacing “referred to in section 4” in paragraph 1 by “referred to in sections 4 and 18.2”;

(2) by inserting the following paragraph after paragraph 3:

“(3.1) fails to indicate, in a contract referred to in Chapter II.1 or in a modification to such a contract, any particular prescribed by section 18.3 for the contract or modification;”.

7. The Act is amended by inserting the following section after section 81:

“**81.1.** The Minister must, by regulation and within 24 months after the coming into force of this provision, establish a register of prearranged funeral services contracts and prepurchased sepulture contracts. The regulation may prescribe

(1) the contracts and the information they contain that must be entered in the register;

(2) the conditions, terms and periods for making or cancelling entries in the register;

(3) the persons authorized to consult or modify the register and the terms for consulting or modifying it;

(4) the seller’s obligation, prior to entering into a contract, to consult the register and inform the buyer of any contract already entered into concerning the person for whom the goods or services stipulated in the proposed contract are intended;

(5) the fees for making, modifying and cancelling entries in the register and for consulting the register;

(6) any other measure for the efficient use and operation of the register; and

(7) the provisions of the regulation whose violation constitutes an offence and, for each offence, the minimum and maximum amounts of the fine to which the offender is liable, without exceeding \$10,000.

Despite section 2, the regulation may apply to contracts entered into between a buyer and the operator of a religious cemetery and contracts for which partial or total payment need not be made before death.

The Minister may assume the operations management of the register or entrust it to a body subject to the Act respecting Access to documents held by public bodies and the Protection of personal information (chapter A-2.1). The Minister shall enter into a written agreement with that manager.”

CONSUMER PROTECTION ACT

8. Section 1 of the Consumer Protection Act (chapter P-40.1) is amended by inserting the following subparagraph after subparagraph *d* of the first paragraph:

“(d.1) “ticket” means any document or instrument that, on presentation, grants the ticket holder admission to a show, sporting event, cultural event, exhibition or any other kind of entertainment;”.

9. The Act is amended by inserting the following section after section 2.1:

“2.2. Despite section 2, sections 236.1, 236.2, 236.4, 261 and 263 to 267, Chapter III of Title IV and Title V also apply, with the necessary modifications, where a merchant enters or proposes to enter into a contract for the resale of tickets with other merchants.”

10. Section 23 of the Act is amended by inserting “187.14,” after “158,”.

11. Section 54.4 of the Act is amended by inserting the following subparagraph after subparagraph *d* of the first paragraph:

“(d.1) if applicable, the information required under subparagraph *c* of the second paragraph of section 236.1 and under section 236.3;”.

12. Section 54.9 of the Act is amended by replacing “tickets to an event” and “attend” in paragraph *b* by “a ticket” and “be admitted to”, respectively.

13. The Act is amended by inserting the following section after section 54.9:

“54.9.1. In addition to the cases provided for in sections 54.8 and 54.9, in the case of a distance contract relating to a resale ticket, the consumer may cancel the contract

(a) at any time after the date on which the event to which the ticket grants admission is cancelled, but before, if applicable, the new scheduled date of the event;

(b) at any time after the merchant has performed his principal obligation, but before the event to which the ticket grants admission, in any of the situations referred to in paragraph c of section 236.3.”

14. Section 54.12 of the Act is amended by replacing “another merchant” in the third paragraph by “a third-party merchant”.

15. Section 62 of the Act, amended by section 9 of chapter 24 of the statutes of 2017, is again amended

(1) by replacing “another merchant” in the second paragraph by “a third-party merchant”;

(2) by replacing “other merchant” in the third paragraph by “third-party merchant”.

16. Section 150.22 of the Act is replaced by the following section:

“150.22. In addition to the information that may be required by regulation, a contract of lease with guaranteed residual value must contain or state the following, presented in conformity with the model prescribed by regulation:

(a) a description of the goods to be provided under the contract;

(b) the retail value of the goods and, if applicable, the payment on account paid by the consumer and the amount of the net obligation;

(c) the value of any goods given in exchange;

(d) the implied credit charges claimed from the consumer and the consumer’s maximum obligation under the contract;

(e) the term of the contract;

(f) the implied credit rate;

(g) the date on which the implied credit charges begin to accrue, or how that date is determined;

(h) the amount and due date of each payment;

(i) if entering into an insurance contract is a condition for entering into the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer’s choice, subject to the merchant’s right to disapprove the insurance selected or held by the consumer on reasonable grounds; and

(j) the date of delivery of the goods.”

17. The Act is amended by inserting the following division after section 187.9, enacted by section 44 of chapter 24 of the statutes of 2017:

“DIVISION V.3

“CONTRACT RELATING TO TIMESHARE ACCOMMODATION RIGHTS

“187.10. For the purposes of this division, a contract relating to timeshare accommodation rights is a contract whose object is the obtaining, by onerous title, of

(a) one or more accommodation rights, allowing the use of an accommodation unit or item of goods, whether situated in Québec or not, for a determinate or determinable period, with or without the possibility of exchanging the right as consideration for another determinate or determinable item of goods or service, including another accommodation unit;

(b) points or any other medium of exchange conferring on the consumer the right to exchange them as consideration for one or more accommodation rights defined in subparagraph *a*;

(c) a right to participate in an exchange system that allows the consumer to obtain, as consideration for the goods or services contemplated in subparagraphs *a* and *b*, another accommodation right, item of goods, service or benefit.

This division does not apply to a contract whose term is less than one year unless, by way of a clause of renewal or another stipulation, the contract could extend beyond a one-year period.

A consideration referred to in the first paragraph may be accompanied by a benefit, service or medium of exchange allowing the acquisition of goods or services and it may be offered by the merchant or by a third-party merchant with whom the merchant cooperates with a view to granting goods, services or other benefits under the contract relating to timeshare accommodation rights.

For the purposes of this division, any other contract having the characteristics determined by regulation is also a contract relating to timeshare accommodation rights.

“187.11. This division, except section 187.13, applies, with the necessary modifications, to any contract not otherwise contemplated in this division and entered into by the consumer, even with a third-party merchant, on the making of or in relation to a contract relating to timeshare accommodation rights.

“187.12. Sections 56, 58 and 60 to 63 and Divisions V.1 and V.2 do not apply to contracts relating to timeshare accommodation rights.

“187.13. A contract relating to timeshare accommodation rights is deemed to be a service contract.

“187.14. A contract relating to timeshare accommodation rights must be evidenced in writing. In addition to the information that may be required by regulation, it must contain or state the following, presented in conformity with the model prescribed by regulation:

(a) a statement, in the title and before any other indication, that the contract is a contract relating to timeshare accommodation rights;

(b) the date on which the contract is made and the address where it is signed;

(c) the consumer’s name, address, telephone number and, if applicable, technological address;

(d) the merchant’s name, the address and telephone number of the merchant’s principal establishment in Québec and, if applicable, the merchant’s fax number, technological address, itinerant merchant’s permit number and Québec business number assigned under the Act respecting the legal publicity of enterprises (chapter P-44.1);

(e) if applicable, the name, address and telephone number of any accommodation establishment mentioned in the contract where the consumer obtains mainly an accommodation right or, as the case may be, the location of any item of goods where the consumer obtains mainly such a right;

(f) if applicable, the name, address, telephone number, technological address and, if any, fax number of each representative of the merchant, or of any enterprise and each of its representatives acting on behalf of the merchant, that made representations to the consumer or negotiated or signed the contract;

(g) the date on which the merchant must begin to perform his principal obligation and, if applicable, the start and end dates of any period during which the merchant is required to perform the obligations stipulated in the contract;

(h) the term and expiry date of the contract;

(i) a detailed description of the goods and services to be provided under the contract, including a description of any other goods and services put at the consumer’s disposal, as well as the conditions for the consumer to benefit from them, including, if applicable, the deadline for the consumer to set the date on which he will exercise his accommodation right during a performance period and the fees to benefit from optional goods or services;

(j) the fees to obtain an accommodation right, their amount on an annual basis if they are calculated on a basis other than annual, and the total of such amounts for the entire term of the contract;

(k) a detailed description of the compulsory associated costs under the contract, other than those referred to in subparagraph *n*, as well as their amount on an annual basis if they are calculated on a basis other than annual, and the total of such amounts for the entire term of the contract;

(l) if applicable, a detailed description of the rights granted under the exchange system and the conditions applicable to the exercise of those rights;

(m) if applicable, the name of the third-party merchant providing an exchange system, and that merchant's address, telephone number and, if any, technological address and fax number;

(n) if applicable, a detailed description of the fees charged for participation in the exchange system, including membership fees and compulsory associated costs, their amount on an annual basis if they are calculated on a basis other than annual, and the total of such amounts for the entire term of the contract;

(o) the total amount to be paid by the consumer under the contract, including any credit charges;

(p) if applicable, the total amount to be paid by the consumer under any contract entered into with a third-party merchant on the making of the contract relating to timeshare accommodation rights, including any credit charges;

(q) the total of the amounts referred to in subparagraphs *o* and *p*;

(r) the terms and conditions of payment, including a payment schedule that complies with section 187.17 and the currency in which all amounts owing are payable if not Canadian dollars;

(s) if the contract is also a credit contract, the terms and conditions of payment indicated as provided for in section 115, 125 or 150, as the case may be;

(t) a statement that the merchant may not collect payment from the consumer before beginning to perform his obligation;

(u) the right granted to the consumer to resolve the contract at his sole discretion within 10 days after that on which each of the parties is in possession of a duplicate of the contract; and

(v) the other circumstances in which the consumer may resolve or resiliate the contract, any applicable conditions and the time within which the merchant must refund the consumer.

The merchant must attach a Statement of consumer resolution and resiliation rights and a resolution and resiliation form that are in conformity with the model prescribed by regulation to the duplicate of the contract which he remits to the consumer.

For the purposes of subparagraph *d* of the first paragraph, “principal establishment” means the establishment or office in which the merchant mainly carries on business. The merchant must, after the signing of the contract, notify the consumer of any change regarding that place.

“**187.15.** Any stipulation that results in the automatic renewal of a contract relating to timeshare accommodation rights is prohibited.

“**187.16.** The merchant may not make the entering into or the performance of a contract relating to timeshare accommodation rights dependent upon the entering into of a credit contract.

“**187.17.** The total of the amounts referred to in subparagraph *q* of the first paragraph of section 187.14 is divided into approximately equal annual instalments.

The annual instalments must appear in a payment schedule stating the total to be paid each year and the dates on which the instalments must be paid.

“**187.18.** Any stipulation that results in a departure from the conditions provided for in section 187.17 is prohibited.

“**187.19.** The merchant may not collect a partial or full payment from the consumer before the expiry of the resolution period provided for in the first paragraph of section 187.21.

“**187.20.** The merchant must send the consumer a statement of account at least 21 days before the date on which the creditor may demand payment of the annual instalment concerned.

The statement of account must mention the amount payable and, if applicable, the deadline for the consumer to fulfill his obligation without being required to pay credit charges.

The statement of account may be sent to the consumer’s technological address if expressly authorized by the consumer. The consumer may withdraw his authorization at either time by notifying the merchant.

The statement of account must be sent in such a way that the consumer is able to easily retain it by printing it or otherwise.

“**187.21.** The contract may be resolved at the discretion of the consumer within 10 days following that on which each of the parties is in possession of a duplicate of the contract.

That period is, however, extended to one year from the date on which the contract is made in either of the following cases:

(a) the contract is inconsistent with any of the rules set out in sections 25 to 28 for the making of contracts, or one of the particulars required under section 187.14 does not appear in the contract; or

(b) a Statement of consumer resolution and resiliation rights and a resolution and resiliation form that are in conformity with the model prescribed by regulation were not attached to the contract at the time the contract was made.

“187.22. The consumer avails himself of the right of resolution or resiliation by returning the form provided for in section 187.14 or by sending the merchant or the merchant’s representative another written notice to that effect.

“187.23. The contract is resolved by operation of law from the sending of the form or notice.

“187.24. Any contract entered into by a consumer, even with a third-party merchant, on the making of or in relation to a contract relating to timeshare accommodation rights and that results from an offer, representation or other action by the merchant who is party to the contract relating to timeshare accommodation rights forms a whole with the latter contract and is resolved or resiliated by operation of law at the time the contract relating to timeshare accommodation rights is resolved or resiliated.

In addition, the consumer may, with respect to a contract entered into with a third-party merchant and contemplated in the first paragraph, exercise directly against the merchant a recourse based on the non-performance of the contract or on the provisions of this Act.

The third-party merchant to whom the first paragraph applies because of a credit contract may not, before the expiry of the resolution period provided for in the first paragraph of section 187.21, remit directly to the merchant all or part of the sum for which credit is extended to the consumer.

“187.25. Within 15 days after resolution or resiliation, for the reason set out in section 187.26, of the contract relating to timeshare accommodation rights, the merchant must refund all sums paid by the consumer under the contract and under any other contract contemplated in section 187.24, including sums paid to a third-party merchant.

Within 15 days after such resolution or resiliation of the contract, the consumer must, if applicable, make restitution to the merchant of the goods provided under the contract in the condition in which they were received by the consumer.

The merchant shall assume the costs of restitution.

“187.26. The consumer may, at his discretion, resiliate the contract without cost or penalty before the merchant begins performing his principal obligation.

“187.27. If the parties to a contract relating to timeshare accommodation rights agree to amend the contract and if the amendment increases the consumer’s obligation or reduces the merchant’s obligation, the merchant must sign a new contract containing the amendments agreed on and provide it to the consumer for signature.”

18. The Act is amended by inserting the following sections after section 229:

“229.1. No person may, when making or promoting a contract relating to timeshare accommodation rights, make representations implying that the contract is an investment, unless the person gives the consumer a document showing the truthfulness of the representations.

“229.2. No merchant engaged in the business of contracts relating to timeshare accommodation rights may make representations to directly or indirectly promote timeshare accommodation rights without indicating that the merchant is engaged in such business.”

19. Section 236.1 of the Act is amended

(1) by adding the following subparagraph at the end of the second paragraph:

“iii. of the place or seat the ticket authorizes the ticket holder to occupy, unless no specific place or seat is assigned by the ticket.”;

(2) by striking out the third paragraph.

20. The Act is amended by inserting the following sections after section 236.1:

“236.2. No person may sell or use software enabling the purchase of tickets by circumventing a security measure or control system put in place by the producer of a show or by the seller authorized by the producer.

No person may resell, or facilitate the resale of, a ticket obtained using software referred to in the first paragraph.

“236.3. No person may resell a ticket without first informing the consumer that the price paid for the ticket will be refunded to the consumer in any of the following situations:

(a) the event to which the ticket grants admission is cancelled;

(b) the ticket does not grant the buyer admission to the event for which the ticket was purchased; or

(c) the event to which the ticket grants admission, the place or seat the ticket authorizes the ticket holder to occupy or the value of the ticket does not correspond to the representations made to the consumer.

“236.4. No person may resell a ticket that is not in his possession or under his control.”

21. The Act is amended by inserting the following section after section 245.2, enacted by section 56 of chapter 24 of the statutes of 2017:

“245.3. No merchant may, personally or through a representative, in an educational institution referred to in any of paragraphs *a*, *b* and *e* to *g*.1 of section 188, propose variable credit in person to consumers.

The first paragraph does not apply where the proposal takes place in the establishment of the merchant that is situated in an educational institution.”

22. Section 350 of the Act is amended by adding the following paragraph after paragraph *z*.5:

“(z.6) determining the characteristics of any other contract that constitutes a contract relating to timeshare accommodation rights for the purposes of Division V.3 of Chapter III of Title I.”

TRAVEL AGENTS ACT

23. Section 36 of the Travel Agents Act (chapter A-10), amended by section 71 of chapter 24 of the statutes of 2017, is again amended by replacing “maintenance” in subparagraph *b*.2 of the first paragraph by “renewal”.

REGULATION RESPECTING THE APPLICATION OF THE CONSUMER PROTECTION ACT

24. The Regulation respecting the application of the Consumer Protection Act (chapter P-40.1, r. 3) is amended by inserting the following after section 45.4:

“DIVISION III.2

“CONTRACT RELATING TO TIMESHARE ACCOMMODATION RIGHTS

“45.5. The Statement of consumer resolution and resiliation rights and the resolution and resiliation form that the merchant must attach to the contract under the second paragraph of section 187.14 of the Act constitute a document on which appears only the compulsory notice immediately followed by the following compulsory form:

“(CONSUMER PROTECTION ACT, SECTION 187.14)

STATEMENT OF CONSUMER RESOLUTION AND RESILIATION RIGHTS

You may resolve this contract for any reason within 10 days after you receive a duplicate of the contract along with the other documents that must be attached to it.

The resolution period may be extended to one year if the contract does not comply with the provisions of the Act.

You may also resiliate the contract for any reason, without cost or penalty, before the merchant begins performing his principal obligation.

To resolve or resiliate the contract, you must send the merchant or the merchant’s representative the resolution and resiliation form printed below, or send him another written notice to that effect. The form or notice must be sent to the merchant at the address indicated on the form, or at any other address of the merchant or merchant’s representative indicated in the contract. You may give notice of resolution or resiliation by personal delivery or by any other method. It is recommended to use a method that will allow you to prove that you gave notice, including registered mail, email, fax or courier.

If the contract is resolved or resiliated for the above reason, the merchant must, if applicable and within 15 days, refund all amounts you have paid him. You also have 15 days to return to the merchant any goods you received under the contract.

It is in your interest to refer to sections 187.21 to 187.26 of the Consumer Protection Act (chapter P-40.1).

A contract related to timeshare accommodation rights is considered a service contract. You may resiliate your contract for other reasons, and you have other rights and recourses.

For further information, you may contact a legal adviser or the Office de la protection du consommateur.

RESOLUTION AND RESILIATION FORM (detachable from schedule)

TO BE COMPLETED BY THE MERCHANT

To:
(name of merchant)

.....

.....
(address of merchant or representative)

Telephone number of merchant or representative:

(.....)

Fax number of merchant or representative:

(.....)

Technological address of merchant or representative:

.....

TO BE COMPLETED BY THE CONSUMER

DATE: *(date on which form is sent)*

Under section 187.21 or 187.26 of the Consumer Protection Act, I hereby cancel
 contract No. (CONTRACT NUMBER, IF ANY) entered into on
 *(date on which contract was entered into)*

..... *(name of consumer)*

Telephone number of consumer: (.....)

Fax number of consumer: (.....)

Technological address of consumer:

.....

(address of consumer)

.....

(signature of consumer)".

The statement must show

- (a) the heading, in bold type of at least 12 points;
- (b) the statement of the 10-day resolution rights contained in the first paragraph, in typeface of at least 12 points;
- (c) all numbers in bold type.

The remainder of the text of the statement and of the resolution and resiliation form must be in typeface of at least 10 points.”

TRANSITIONAL AND FINAL PROVISIONS

25. Unless the context indicates otherwise, in any Act, regulation or other document, a reference to the Act respecting prearranged funeral services and sepultures (chapter A-23.001) becomes a reference to the Act respecting arrangements for funeral services and sepultures.

26. The provisions of this Act do not apply to contracts in force at the time those provisions come into force, except contracts relating to timeshare accommodation rights for the purposes of sections 187.10, 187.13, 187.24 and 187.26 of the Consumer Protection Act (chapter P-40.1), as enacted by this Act.

Stipulations in contracts in force that are contrary to section 187.15 of the Consumer Protection Act, as enacted by this Act, are without effect for the future.

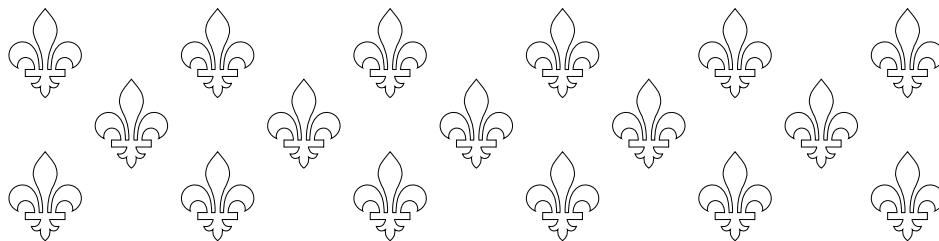
27. Until a regulation made under paragraph *b* of section 350 of the Consumer Protection Act for the purposes of the first paragraph of section 187.14 of that Act, enacted by section 17, prescribes a model for contracts relating to timeshare accommodation rights, any such contract must put more emphasis on the information referred to in subparagraphs *a*, *d*, *g*, *o* to *r*, *t* and *u* of the first paragraph of section 187.14.

28. This Act comes into force on 6 June 2018, except

(1) section 1, paragraph 3 of section 2, and sections 3 to 6 and 25, which come into force on the date or dates to be set by the Government;

(2) sections 10, 17, 18, 22, 24 and 27, which come into force on 1 October 2018; and

(3) paragraph 2 of section 15, and sections 16 and 23, which respectively come into force on the date or dates to be set by the Government for the coming into force of sections 9, 67 and 71 of chapter 24 of the statutes of 2017.



NATIONAL ASSEMBLY

FIRST SESSION

FORTY-FIRST LEGISLATURE

Bill 185
(2018, chapter 15)

**An Act to defer the next general school
election and to allow the Government to
provide for the use of a remote voting
method**

**Introduced 15 May 2018
Passed in principle 5 June 2018
Passed 6 June 2018
Assented to 6 June 2018**

**Québec Official Publisher
2018**

EXPLANATORY NOTES

The purpose of this Act is to defer the general school election to be held on 4 November 2018 until 1 November 2020.

For that purpose, the Act provides that the division of the territory of a school board into electoral divisions made for the 4 November 2018 election applies to the 1 November 2020 general election. Moreover, on the date of coming into force of the Act, the Act moves forward the period during which a vacancy for the office of commissioner is to be filled by the council of commissioners, rather than by holding a by-election.

The Act gives the Government the power to allow, by regulation, the use of a remote voting method for the 1 November 2020 general school election.

Lastly, consequential amendments and transitional measures are set out.

LEGISLATION AMENDED BY THIS ACT:

- Act to amend the Education Act (2016, chapter 26).

Bill 185

AN ACT TO DEFER THE NEXT GENERAL SCHOOL ELECTION AND TO ALLOW THE GOVERNMENT TO PROVIDE FOR THE USE OF A REMOTE VOTING METHOD

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

- 1.** Despite section 2 of the Act respecting school elections (chapter E-2.3), the general school election to be held on 4 November 2018 is deferred until 1 November 2020.
- 2.** The dates and time limits prescribed by the provisions of Chapter III of the Act respecting school elections apply to the general school election of 1 November 2020 as if it were held on 4 November 2018, except for the date referred to in the second paragraph of section 10.3, which must be 1 June 2020.
- 3.** Despite section 200 of the Act respecting school elections, any vacancy for the office of commissioner occurring before 1 November 2019 is to be filled by the council of commissioners in the manner provided for in the first paragraph of section 199 of that Act.
- 4.** Expenses related to the 4 November 2018 school election that are incurred before 6 June 2018 by an authorized candidate are fully reimbursed to the candidate. The first and fourth paragraphs of section 207 and section 208 of the Act respecting school elections apply to the reimbursement, with the necessary modifications.

The candidate must, within 30 days following reimbursement of the expenses, reimburse the electors who made a contribution to the candidate and file a financial report with the director general of the school board showing that the contributions have been reimbursed and that all the debts arising from the expenses have been paid.

The authorization required under section 206.6 of the Act respecting school elections expires on 6 June 2018.

- 5.** The Government may, by regulation, after consulting the Chief Electoral Officer, allow the use of a remote voting method for the general school election of 1 November 2020 and determine the applicable conditions and procedure.

The regulation applies despite any contrary or incompatible provision of the Act respecting school elections.

The regulation must be examined by the competent committee of the National Assembly for three hours before it is enacted by the Government.

Such a regulation is not subject to sections 8 and 17 of the Regulations Act (chapter R-18.1). It comes into force on the date of its publication in the *Gazette officielle du Québec*.

ACT TO AMEND THE EDUCATION ACT

6. Section 61 of the Act to amend the Education Act (2016, chapter 26) is amended by replacing “Until 4 November 2018” by “Until 1 November 2020”.

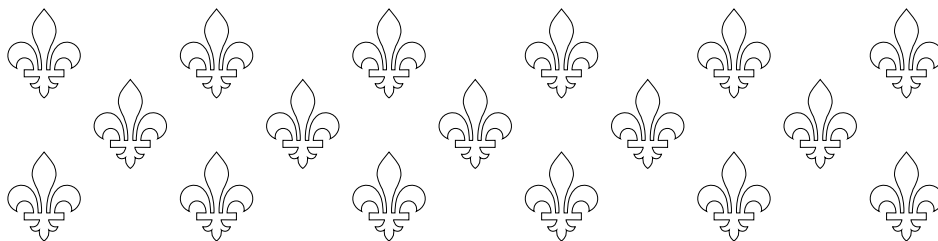
7. Section 62 of the Act is amended by replacing paragraph 3 by the following paragraphs:

“(3) paragraph 2 of section 25, which comes into force on 4 November 2018;

“(3.1) sections 22 to 24, which come into force on 1 November 2020;”.

FINAL PROVISION

8. This Act comes into force on 6 June 2018.



NATIONAL ASSEMBLY

FIRST SESSION

FORTY-FIRST LEGISLATURE

Bill 186
(2018, chapter 16)

An Act concerning the acquisition of additional cars for the Montréal subway

Introduced 15 May 2018
Passed in principle 31 May 2018
Passed 6 June 2018
Assented to 6 June 2018

**Québec Official Publisher
2018**

EXPLANATORY NOTES

The purpose of this Act is the amendment of the contract entered into on 22 October 2010 under the Act respecting the acquisition of cars for the Montréal subway and approved by the Government to allow, among other things, the acquisition of additional subway cars by the Société de transport de Montréal.

A further purpose of the Act is to rule out any legal action relating to acts performed under this Act.

Bill 186

AN ACT CONCERNING THE ACQUISITION OF ADDITIONAL CARS FOR THE MONTRÉAL SUBWAY

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

1. The Société de transport de Montréal (the Société) must make an offer to the other parties bound by the contract entered into on 22 October 2010 under the Act respecting the acquisition of cars for the Montréal subway (2010, chapter 22) and approved by Order in Council 898-2010 dated 27 October 2010 (2010, G.O. 2, 4456, French only) to amend the contract in order to allow the Société to acquire additional subway cars equipped with rubber tires.

The additional cars may be manufactured in accordance with specifications that differ from those initially set out in the contract so as to take into account, among other things, the Société's needs, the cars' upgrading and improvement, and technological innovations and developments.

2. The Minister of Transport, Sustainable Mobility and Transport Electrification may give directives to the Société concerning the amendments to be made to the contract. The directives are binding on the Société, which must comply with them.

3. The contract must be amended by the parties no later than 6 July 2018. The Minister of Transport, Sustainable Mobility and Transport Electrification may grant additional time for that purpose if the Minister considers it advisable.

If the contract has not been amended by 6 July 2018, the Government may, as of that date and, if applicable, even if the extension has not expired, amend the contract in the name of the Société, on the terms the Government determines. The contract, as amended, is binding on the Société.

4. The amendments made to the contract under the first paragraph of section 3 are binding only if they are approved by the Government.

5. No legal action may be brought against the Société or the Attorney General for any act performed under this Act.

6. The provisions of this Act prevail over any other legislative or regulatory provision.

7. This Act comes into force on 6 June 2018.

Regulations and other Acts

Gouvernement du Québec

O.C. 797-2018, 20 June 2018

Environment Quality Act
(chapter Q-2)

Approval of Éco Entreprises Québec's schedule of contributions payable for 2018 for the "containers and packaging" and "printed matter" classes

WHEREAS, under section 53.31.1 of the Environment Quality Act (chapter Q-2), the persons referred to in subparagraph 6 of the first paragraph of section 53.30 of the Act are required, to the extent and on the conditions set out in subdivision 4.1 of Division VII of Chapter IV of the Act, to compensate the municipalities and the Native communities, represented by their band councils, for the services provided by the municipalities or communities to ensure that the materials designated by the Government under section 53.31.2 of the Act are recovered and reclaimed;

WHEREAS Éco Entreprises Québec is a body certified by RECYC-QUÉBEC for the "containers and packaging" and "printed matter" classes to represent the persons subject to an obligation of compensation under subdivision 4.1 of Division VII of Chapter IV of the Act;

WHEREAS, under the first paragraph of section 53.31.12 of the Act, a certified body must remit to RECYC-QUÉBEC, in trust, the amount of the compensation owed to the municipalities;

WHEREAS, under the first paragraph of section 53.31.13 of the Act, a certified body may collect from its members and from persons who, without being members, carry on activities similar to those carried on by the members where the designated materials or classes of materials are concerned, the contributions necessary to remit the full amount of compensation, including any interest or other applicable penalties, and to indemnify the body for its management costs and other expenses incidental to the compensation regime;

WHEREAS, under the first paragraph of section 53.31.14 of the Act, the contributions payable must be established on the basis of a schedule of contributions that has been the subject of a special consultation of the persons concerned;

WHEREAS Éco Entreprises Québec conducted such a consultation before determining the schedule of contributions applicable for 2018 for the "containers and packaging" and "printed matter" classes;

WHEREAS, under the third paragraph of section 53.31.14 of the Act, the schedule of contributions may provide for exemptions or exclusions and specify the terms according to which the contributions are to be paid to the certified body;

WHEREAS, under the fifth paragraph of section 53.31.14 of the Act, the schedule of contributions must be submitted to the Government, which may approve it with or without modification;

WHEREAS, under the second paragraph of section 53.31.15 of the Act, RECYC-QUÉBEC must give its opinion to the Government on the schedule of contributions proposed;

WHEREAS RECYC-QUÉBEC has given a favourable opinion on the 2018 schedule of contributions established by Éco Entreprises Québec, subject to certain amendments being made to it, for the "containers and packaging" and "printed matter" classes;

WHEREAS amendments have been made to the Schedule established by Éco Entreprises Québec;

WHEREAS, under Order in Council 135-2007 dated 14 February 2007, the Regulations Act (chapter R-18.1) does not apply to the proposed schedules or schedules of contributions established under section 53.31.14 of the Environment Quality Act;

WHEREAS it is expedient to approve the Schedule with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Sustainable Development, the Environment and the Fight Against Climate Change:

THAT the Schedule of contributions established by Éco Entreprises Québec for 2018 as amended, attached to this Order in Council and entitled 2018 Schedule of contributions for the "containers and packaging" and "printed matter" classes, be approved.

ANDRÉ FORTIER,
Clerk of the Conseil exécutif

2018**Schedule of Contributions for
"Containers and Packaging" and "Printed
Matter" Classes****RULES GOVERNING THE FEES AND CONTRIBUTION TABLE****TABLE OF CONTENTS****PREAMBLE****1. DEFINITIONS****1.1 DEFINITIONS****2. DESIGNATION OF PERSONS SUBJECT TO PAYING A CONTRIBUTION****2.1 TARGETED PERSONS****2.2 EXEMPTED PERSONS****2.3 VOLUNTARY CONTRIBUTOR****2.4 PUBLICATION OF THE NAMES OF TARGETED PERSONS****3. DESIGNATION OF CLASSES OF MATERIALS REQUIRING A CONTRIBUTION
AND EXCLUSIONSTO THE SCHEDULE****3.1 "CONTAINERS AND PACKAGING": GENERAL DEFINITION****3.2 "CONTAINERS AND PACKAGING" INCLUDED IN THE PAYABLE CONTRIBUTION****3.3 "CONTAINERS AND PACKAGING" EXCLUDED FROM THE PAYABLE CONTRIBUTION****3.4 "PRINTED MATTER": GENERAL DEFINITION****3.5 "PRINTED MATTER" INCLUDED IN THE PAYABLE CONTRIBUTION****3.6 "PRINTED MATTER" EXCLUDED FROM THE PAYABLE CONTRIBUTION****4. DETERMINATION OF THE CONTRIBUTION AMOUNT AND PAYMENT****4.1 PAYABLE CONTRIBUTION AND REFERENCE YEAR FOR THE CALCULATION OF THE CONTRIBUTION****4.2 LUMP SUM PAYMENT OPTION****4.3 DATES OF PAYMENT OF THE CONTRIBUTION****4.4 INTEREST, ADMINISTRATION FEES AND RECOVERY AMOUNT****4.5 PLACE AND METHOD OF PAYMENT****5. REGISTRATION AND REPORTING BY TARGETED PERSONS****5.1 REGISTRATION AND REPORTING BY TARGETED PERSONS****5.2 BILLING, CREDITS AND REIMBURSEMENT****5.3 VERIFICATION AND CONSERVATION OF FILES****6. DISPUTE RESOLUTION****6.1 PROCEDURE****7. ADJUSTMENTS****7.1 ADJUSTMENTS****8. EFFECTIVE DATE AND DURATION****8.1 EFFECTIVE DATE****8.2 DURATION****APPENDIX A: 2018 CONTRIBUTION TABLE****APPENDIX B: ESTABLISHMENT IN QUÉBEC**

PREAMBLE

The *Environment Quality Act* (chapter Q-2) (the "**Act**") contains provisions with respect to the compensation to municipalities and Native communities for the services that the latter offer to ensure the recovery and reclaiming of residual materials designated in the *Regulation respecting compensation for municipal services provided to recover and reclaim residual materials* (chapter Q-2, r.10) (the "**Regulation**"). This Regulation specifies the basic principles and main orientations regarding the contribution of enterprises to the financing of recycling services.

Pursuant to section 53.31.12 of the Act, a body certified by the Société québécoise de récupération et de recyclage shall remit to same Société the amount of the monetary compensation owed to municipalities. In order to fulfill this obligation, the certified body may, pursuant to section 53.31.13 of the Act, collect from its members and from persons who or which, without being members, carry on similar activities to those carried on by the members in relation to the designated materials or classes of materials, the contributions necessary to remit a) the amount of compensation determined by the Société québécoise de récupération et de recyclage, including the interests and applicable penalties, as the case may be, b) the amount necessary to indemnify the certified body for its management costs and other expenses related to the compensation regime, as well as, c) the amount payable to the Société québécoise de récupération et de recyclage as per section 53.31.18 of the Act.

From this approach, the certified body also has the responsibility, pursuant to section 53.31.14, to prepare and propose a schedule that may cover up to a period of three years and in conformity with the objectives of the Act. The proposed rules in this schedule must be approved by the Government, and are afterwards published in the *Gazette officielle du Québec*.

It is in this context that Éco Entreprises Québec (ÉEQ) was recertified on December 16, 2016, to represent persons having an obligation to compensate for the "containers and packaging" and "printed matter" classes of materials, and collect from the latter the monetary compensations that will be remitted to municipalities.

The Act dictates a number of requirements guiding ÉEQ's actions in the preparation of the Contribution Table for the enterprises, which are:

- The payable contributions must be established on the basis of a schedule that has been the subject of a special consultation with the "Targeted Persons";
- The criteria taken into account to determine the schedule must evolve over the years in order to foster the accountability of the various classes of Targeted Persons in regards to the environmental consequences of the products they manufacture, market, distribute or commercialise or the materials they otherwise generate, having regard to the content of recycled materials, the nature of materials used, the volume of residual materials produced and their potential for recovery, recycling and/or other forms of reclamation.

As for the Regulation, it specifies various aspects of the Act; more particularly, it specifies the minimal framework applicable to the schedule, namely by establishing certain exemptions that will benefit certain persons in respect of certain materials or, conversely, by targeting persons that solely may be required to pay contributions in respect of certain materials, as stipulated in the third (3rd) paragraph of section 1 of the Regulation.

Section 53.31.14 of the Act states that the schedule may provide for exemptions and exclusions and may specify the terms according to which the contributions are to be paid to ÉEQ.

The schedule prepared and proposed by ÉEQ has been drafted in a way to include all the elements enabling a person to determine its liability, to understand the scope of its obligations and to determine the amount of the payable contribution. In order to reach all those clarity and conciseness goals in a sole document, ÉEQ has reproduced certain provisions of the Act and the Regulation and also proposes a section covering the definitions of certain terms used.

With the same concern for clarity, ÉEQ proposes explanations to targeted persons that are available on its website at www.eeq.ca.

ÉEQ favours alternative modes of dispute resolution, particularly arbitration, with respect to the quantity or type of materials that must be taken into account in the report to be submitted. In this context, the procedural rules favoured by ÉEQ are those found in the administrative guide entitled *Mediation and Arbitration Rules* that are available on its website at www.eeq.ca.

During the time where ÉEQ is in possession of information that has been transmitted to it in the scope of the compensation regime, ÉEQ shall see to it that all agreed upon means are put in place to ensure the safety and confidentiality, and ensure the respect of all other obligations provided for by the applicable laws pertaining to the confidentiality and conservation of this information.

The document hereafter constitutes the 2018 Schedule for "Containers and Packaging" and "Printed Matter" Classes (the "Schedule") proposed by ÉEQ for approval by the government.

1. DEFINITIONS

1.1 DEFINITIONS

In the Schedule, unless the context indicates otherwise, the following words and expressions mean or refer to:

- a) "Obligation Year": year for which a Targeted Person is required to pay the payable contribution established on the basis of the Materials it marketed during the Reference Year defined in the Schedule;
- b) "Reference Year": time period from January 1 to December 31 of a calendar year for which a Targeted Person must submit the quantities of Materials for the establishment of the payable contribution related to the corresponding Obligation Year;
- c) "Classes of Materials": two (2) of the three (3) classes of materials targeted by the Compensation Regime, specifically "containers and packaging" and "printed matter" that are marketed in Québec and for which, for the purposes of the contribution, exclusions are prescribed under Chapter 3 of the Schedule;
- d) "Ultimate Consumer": the ultimate recipient or ultimate user of a product or a service;
- e) "Retailer": means a person whose principal activity consists in the operation of one or several retail outlet(s) intended for an ultimate consumer;
- f) "Establishment": a physical place wherein takes place, by one or many persons, an organized economic activity, whether or not it is commercial in nature, consisting in the production of goods, their administration or their alienation, or in the provision of services. Any place described in Appendix B of the Schedule is deemed to constitute an establishment;
- g) "Newspapers": one (1) of the three (3) classes of material also stipulated in the *Regulation*, but not targeted by the Schedule, and represented by RecycleMédias;
- h) "Act": the *Environment Quality Act* (chapter Q-2), as amended from time to time;
- i) "Materials": containers, packaging, or printed matter included in a Class of Materials and that are listed in Appendix A, column 3 of the Table found in the Schedule;

- j) "Brand": means a mark that is used by a person for the purpose of distinguishing or so as to distinguish products or services manufactured, sold, leased, hired or performed by the person from those manufactured, sold, leased, hired or performed by others, but does not include a certification mark within the meaning of section 2 of the *Trade-marks Act*, (R.S.C. 1985, c. T-13);
- k) "Name": means the name under which any business is carried on, whether or not it is the name of a legal person, a partnership or an individual;
- l) "Targeted Person": a natural person, partnership, cooperative or a legal person other than a municipality obligated by the Compensation Regime and subject, for the purposes of the payable contribution, to exemptions and other terms prescribed under Chapter 2 of the Schedule;
- m) "First Supplier": means a person who has a domicile or an establishment in Québec and is the first to take title, or possession, or control, in Québec, of a printed matter designated by the Schedule or a product whose container or packaging is designated by the Schedule;
- n) "Product": material good intended for an ultimate consumer, whether directly or indirectly sold or provided otherwise;
- o) "Compensation Regime": the compensation regime prescribed by Chapter IV, Division VII, subdivision 4.1 of the Act and by the Regulation, as amended from time to time;
- p) "Regulation": *The Regulation respecting compensation for municipal services provided to recover and reclaim residual materials* (chapter Q-2, r.10);
- q) "Service": service that is not a material good and that is intended for an ultimate consumer, whether it is sold or otherwise provided, either directly or indirectly;
- r) "Distinguishing Guise": means the shaping of containers or packaging, the appearance of which is used by a person for the purpose of distinguishing or so as to distinguish products manufactured, sold, leased, hired or performed by the person from those manufactured, sold, leased, hired or performed by others.

2. DESIGNATION OF PERSONS SUBJECT TO PAYING A CONTRIBUTION

2.1 TARGETED PERSONS

2.1.1 The persons referred to in sections 3 and 6 of the Regulation, that are the owners of a Brand, a Name or a Distinguishing Guise are the only ones who may be required to pay a contribution for:

- 1° Containers and packaging used for commercialising or marketing a Product or Service in Québec under that Brand, Name or Distinguishing Guise;
- 2° Containers and packaging identified by that Brand, Name or Distinguishing Guise;
- 3° Containers and packaging intended for a single or short-term use and designed to contain, protect or wrap products, such as storage bags, wrapping paper and paper or styrofoam cups;
- 4° Materials included in the printed matter class identified by that Brand, Name or Distinguishing Guise.

When a Product or a Service, a container, a packaging or a printed matter, that is mentioned in the first paragraph, is identified by more than one Brand, Name or Distinguishing Guise having different owners, the Targeted Person is the owner of the Brand, Name or Distinguishing Guise that is the most closely related to the production of the Product or the Service, the container, the packaging or the printed matter.

2.1.2 If the owner has no domicile or establishment in Québec, the payment of the contribution can then be required from the First Supplier in Québec of the Products or the Services, or the containers and packaging or of the printed matter, other than the manufacturer, whether or not that supplier is the importer.

When the First Supplier in Quebec is operating a retail outlet that is supplied or operated as a franchise or a chain of establishments, under a banner name or as part of another similar form of affiliation or group of businesses or establishments, the payment of the contribution can then be required from the franchisor, the owner of the chain, banner or group in question, or if they have no domicile or establishment in Québec, from their representative in Québec.

- 2.1.3 The following special rules apply in respect of containers or packaging added at retail outlets, whether or not the containers or packaging are subject to section 2.1.1 of the Schedule, paragraphs 1, 2 and 3, and section 2.1.2 of the Schedule:
- 1° The payment of a contribution may not be required from the manufacturer of such containers and packaging nor, subject to paragraphs 2 and 3, from the person who added such containers or packaging at the retail outlet;
 - 2° Where a retail outlet is supplied or operated as a franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments, the contribution for containers or packaging added at the retail outlet is payable by the franchisor, owner of the chain, banner or group, as the case may be, or if the franchisor, owner of the chain, banner or group has no domicile or establishment in Québec, by their representative in Québec, or where there is no representative, by the retailer.
 - 3° When a retail outlet which has equal to or superior to 929m² of total floor area, is not operated as a franchise, a chain, a banner, or as part of another similar form of affiliation or group of businesses or establishments, the contributions for containers and packaging added at this sole retail outlet are payable by its owner or, if the owner has no domicile or establishment in Québec, by its representative in Québec.
- 2.1.4 The Targeted Person who has a right of ownership in the Brand, Name or Distinguishing Guise and who sells, transfers or otherwise assigns to another person said right, during the Reference Year, remains, with the other person, fully and solidarily liable for the payable contribution amount up to the transfer date.
- 2.1.5 In the event of a total or partial sale, transfer or assignment of an enterprise, during the Reference Year, involving a Targeted Person who may notably be a franchisor, an owner of a chain, banner or group, or a First Supplier to another person, the parties involved in this transaction remain fully and solidarily liable for the payable contribution amount up to the transfer date.
- 2.1.6 Are also Targeted Persons, those persons that have no retail outlet in Québec and whose products are commercialised or whose services are offered in Quebec through E-commerce. These persons cannot be exempted from paying a contribution under section 2.2.2, paragraph 3.

2.2 EXEMPTED PERSONS

2.2.1 In accordance with section 5 of the Regulation, the persons mentioned therein are exempt from paying a contribution for those containers and packaging for which they already have obligations to ensure the recovery and reclamation of said materials.

1° Persons who are already required under a regulation made under the Act to take measures or contribute financially towards measures to recover or reclaim certain containers or packaging;

2° Persons already required under a consignment system recognized under Québec law to take measures or contribute financially towards measures to recover or reclaim containers or packaging targeted by this system, such as beer and soft drink non-refillable containers;

3° Persons who are able to establish that they participate directly in another system to recover and reclaim containers or packaging that operates on an established and regular basis in Québec, such as the program for the recovery of refillable beer bottles existing on November 24, 2004.

2.2.2 Are also exempt from paying a contribution in regard to containers and packaging and printed matter:

1° The Targeted Persons subject to sections 2.1.1 and 2.1.2 of the Schedule whose gross sales, receipts, revenues or other inflows for Products marketed in Québec or Services provided in Québec were less than or equal to \$1,000,000 or who marketed in Québec one or more Materials of which the total weight of the Materials or group of Materials is less than or equal to one (1) metric ton;

2° The Targeted Persons subject to section 2.1.3, paragraphs 2° or 3° of the Schedule whose gross sales, receipts, revenues or other inflows for Products marketed in Québec or Services provided in Québec were less than or equal to \$1,000,000 or who marketed in Québec one or more Materials of which the total weight of the Materials or group of Materials is less than or equal to one (1) metric ton;

In order to determine the gross sales, receipts, revenues or other inflows in Québec or the total weight of these Materials or group of Materials, the Targeted Persons who are subject to section 2.1.3, paragraphs 2 or 3 of the Schedule must take into consideration the combined activities in Québec of all of its retail outlets that are supplied or operated as a

franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments;

- 3° The Targeted Persons who are retailers and operate only one retail outlet and which location is not supplied or operated as a franchise or a chain of establishments, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments. However, those Targeted Persons referred to under Section 2.1.3, paragraph 3 of the Schedule, cannot benefit from the present exemption.

2.3 VOLUNTARY CONTRIBUTOR

2.3.1 Éco Entreprises Québec may accept that a third party whose domicile and establishment is outside Québec and who is the owner of a Brand, a Name or a Distinguishing Guise becomes a voluntary contributor, notably if that third party:

a) is not exempt from paying a contribution pursuant to section 5 of the Regulation or division 2.2 of the Schedule; and

b) satisfies the conditions set out in the following paragraphs.

2.3.2 Voluntary contributors may only act to fulfill obligations that, according to the Schedule, with regard to their Products and Services, containers and packaging or printed matter, would be the responsibility of the First Supplier, but this does not have the effect of exempting the First Supplier from its obligations under the Schedule.

2.3.3 A third party may be recognized as a voluntary contributor after having entered into an agreement to that effect with Éco Entreprises Québec, which includes, amongst other conditions:

- That it undertakes to assume all of the obligations of a Targeted Person pursuant to the Schedule;
- That it undertakes, in regards to the First Supplier, to fulfill any obligation flowing from the agreement;
- That it undertakes to abide by Québec laws and agrees that lawsuits be instituted in the Province of Québec, according to Québec laws.

The third party who has entered into such an agreement is deemed to be a Targeted Person pursuant to the Regulation and the Schedule.

2.3.4 Éco Entreprises Québec may decide to enter into the agreement provided under section 2.3.3 of the Schedule with a third party, whose domicile or establishment is outside Québec, and, while not being owner of a Brand, a Name or a Distinguishing Guise, is its main distributor in Québec. Section 2.3.2 of the Schedule applies equally to this third party.

2.3.5 The First Supplier and the voluntary contributor are solidarily liable for the obligations they are subject to pursuant to the Schedule.

2.4 PUBLICATION OF THE NAMES OF TARGETED PERSONS

2.4.1 Éco Entreprises Québec can make a list available including the names of any person who has fulfilled the obligations of division 5.1 of the Schedule, and has consented to such disclosure.

3. DESIGNATION OF CLASSES OF MATERIALS REQUIRING A CONTRIBUTION AND EXCLUSIONS TO THE SCHEDULE

3.1 "CONTAINERS AND PACKAGING": GENERAL DEFINITION

3.1.1 Pursuant to section 2 of the Regulation, the "containers and packaging" Class of Materials includes all flexible or rigid material, for example paper, carton, plastic, glass or metal, and any combination of such materials that, as the case may be:

a) is used to contain, protect, wrap or notably present products at any stage in the movement of the product from the producer to the Ultimate Consumer;

b) is intended for a single or short-term use and designed to contain, protect or wrap products, such as storage bags, wrapping paper and paper or styrofoam cups.

3.2 "CONTAINERS AND PACKAGING" INCLUDED IN THE PAYABLE CONTRIBUTION

3.2.1 The containers and packaging listed in Appendix A, as well as the containers and packaging given out free of charge as Products, must be included in the establishment of the payable contribution.

3.3 "CONTAINERS AND PACKAGING" EXCLUDED FROM THE PAYABLE CONTRIBUTION

3.3.1 The following containers and packaging are excluded from the establishment of the payable contribution:

- a) Containers and packaging whose Ultimate Consumer is an industrial, commercial or institutional establishment;
- b) Containers and packaging whose Ultimate Consumer is an agricultural establishment, notably rigid containers of pesticides for agriculture use approved by the Pest Management Regulatory Agency and rigid containers of fertilizers approved by the Canadian Food Inspection Agency subject to the programs enacted by CleanFARMS/AgriRÉCUP;
- c) The pallets, tertiary or transport packaging, designed to facilitate the handling and transport of a number of sales units or bundled packaging conceived in order to prevent physical handling and transport damage.

However, containers and packaging that are likely to be used not only for such transportation but also for delivery of products directly to the Ultimate Consumer, including paper, carton, polystyrene protection or plastic film, remain covered and must consequently be included in the establishment of the payable contribution;

- d) Containers and packaging sold as products which are implicitly meant to contain or package materials other than those designated by the compensation regime, such as household waste, organic compost and biomedical waste;
- e) Long-life containers or packaging: are considered as such containers or packaging designed to accompany, protect or store a Product throughout its life when the Product is designed to last for five (5) years or more.
- f) Containers or packaging accompanying a Product intended solely to be used or consumed by an Ultimate Consumer at the site of distribution or sale of the Product when such containers or packaging are taken into charge on that same site. As an example, but not limited to, such excluded containers and packaging are those accompanying food in a restaurant, but not those accompanying drive-thru and take-out orders.

3.4 "PRINTED MATTER": GENERAL DEFINITION

- 3.4.1 Pursuant to section 2 of the Regulation, the "printed matter" Class of Materials includes paper and other cellulosic fibres, whether or not they are used as a medium for text or images.

3.5 "PRINTED MATTER" INCLUDED IN THE PAYABLE CONTRIBUTION

- 3.5.1 The printed matter notably listed in Appendix A, as well as the papers and other cellulosic fibres given out free of charge as Products, such as calendars and greeting cards, must be included in the establishment of the payable contribution.

Materials that can be identified by a Brand, a Name or a Distinguishing Guise are considered as printed matter that should be included in the establishment of the payable contribution.

3.6 "PRINTED MATTER" EXCLUDED FROM THE PAYABLE CONTRIBUTION

3.6.1 The following printed matter are excluded from the payable contribution:

- a) Printed matter whose Ultimate Consumer is an industrial, commercial or institutional establishment;
- b) Books as well as materials included in the "Newspapers" Class of Materials;
- c) Printed matter already included in the "containers and packaging" Class of Materials;
- d) Printed matter serving as personal identification documents, official documents or that contain personal information, such as birth certificates, passports and medical records;
- e) Printed matter generated while providing a Service or accompanying a Product intended solely to be used or consumed by an Ultimate Consumer at the site of distribution or sale of the Service or the Product when such printed matter is taken into charge on that same site.

4. DETERMINATION OF THE CONTRIBUTION AMOUNT AND PAYMENT

4.1 PAYABLE CONTRIBUTION AND REFERENCE YEAR FOR THE CALCULATION OF THE CONTRIBUTION

4.1.1 For the Obligation Year 2018:

- a) A Targeted Person that marketed Materials in the course of the year 2017 must pay a contribution for the Obligation Year 2018;
- b) For the purpose of calculating the payable contribution for the Obligation Year 2018, the Materials that must be considered are those marketed in Québec from January 1st, 2017, to December 31st, 2017, inclusively, which year constitutes the Reference Year.

4.1.2 The contribution amount payable by a Targeted Person due for the Obligation Year 2018 is determined by multiplying, for each Material, the quantity in kilograms that is marketed in Québec during the Reference Year applicable to this Obligation Year by the rate applicable to that Material pursuant to the applicable Contribution Table for same Obligation Year, annexed in Appendix A of the Schedule, respectively, and then by adding together all of these amounts.

- 4.1.3 For the purposes of the Schedule, any Targeted Person required to pay a contribution under Chapter 2 of the Schedule is deemed to have marketed Materials.

4.2 LUMP SUM PAYMENT OPTION

- 4.2.1 Any Targeted Person whose gross sales, receipts, revenues or other inflows for Products marketed or Services provided in Québec for a Reference Year are greater than \$1,000,000 and who has marketed one or more Materials for the same period, with a total weight for such Materials or group of Materials greater than 1 metric ton but less than or equal to 15 metric tons may choose, for the Obligation Year related to the Reference Year, either to pay the contribution established under division 4.1 of the Schedule or opt to pay the lump sum payment set out as follows:

- a) When the total weight of the Materials or group of Materials is less than or equal to 2.5 metric tons, the lump sum payable contribution is established at \$420;
- b) When the total weight of the Materials or group of Materials is more than 2.5 metric tons but less than or equal to 5 metric tons, the lump sum payable contribution is established at \$890;
- c) When the total weight of the Materials or group of Materials is more than 5 metric tons but less than or equal to 10 metric tons, the lump sum payable contribution is established at \$1,775;
- d) When the total weight of the Materials or group of Materials is more than 10 metric tons but less than or equal to 15 metric tons, the lump sum payable contribution is established at \$2,965.

Alternatively, when the Targeted Person's gross sales, receipts, revenues or other inflows for the Products marketed or Services provided in Québec for a Reference Year are greater than \$1,000,000 but equal to or less than \$2,000,000, it may choose to pay the lump sum payable contribution established at \$2,965.

In order to determine the gross sales, receipts, revenues or other inflows in Québec or the total weight for the Material or group of Materials, the Targeted Person subject to section 2.1.3, paragraphs 2 or 3 of the Schedule must take into consideration the combined activities in Québec of all its retail outlets that are supplied or operated as a franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of business or establishments.

4.3 DATES OF PAYMENT OF THE CONTRIBUTION

4.3.1 The Targeted Person must pay to Éco Entreprises Québec the amount of the payable contribution as determined pursuant to section 4.1.2 of the Schedule within the delays and according to the terms of payment indicated hereafter:

- 80% of the payable contribution must be paid no later than the last day of the fourth month following the effective date of the Schedule of Contributions;
- The balance of the contribution must be paid no later than the last day of the sixth month following the effective date of the Schedule.

4.3.2 Where the Targeted Person chooses to pay a lump sum pursuant to section 4.2.1 of the Schedule, the Targeted Person must pay 100% of such lump sum no later than the last day of the fourth month following the effective date of the Schedule of Contributions.

4.4 INTEREST, ADMINISTRATION FEES AND RECOVERY AMOUNT

4.4.1 Under reserve of any additional amount required to be paid as the contribution owed as per a revised invoice, any part of the payable contribution owed by the Targeted Person that has not been paid to Éco Entreprises Québec in the period fixed under section 4.3.1 or 4.3.2 of the Schedule, and pursuant to the payment terms provided for at division 4.5 of the Schedule, will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and this in conformity with section 53.31.16 of the Act. The interest is calculated daily on the amount owed from the date at which this part of the contribution must be paid until the date of payment, at the rate mentioned hereabove. Any change in the rate will immediately bring a change to the payable interest rate pursuant to the present section.

However, the daily interest calculated between the date the invoice is issued pursuant to the Schedule and the date of payment are cancelled if the amount required by this invoice is paid at the latest thirty (30) days following the date the invoice was issued.

4.4.2 Under reserve of any additional amount required to be paid in the contribution owed as per a revised invoice, any Targeted Person who has not paid a part of the payable contribution in a delay of ninety (90) days following the date at which said part of the contribution is due pursuant to section 4.3.1 or 4.3.2 of the Schedule, must pay, in addition to the interest required under section 4.4.1 of the Schedule, the administrative fees equivalent to 10% of the part of the payable contribution owed in order to compensate Éco Entreprises Québec for its administrative costs incurred.

When a Targeted Person makes the written request and Éco Entreprises Québec only had to undertake minor administrative measures to claim a sum owed under the terms of the Schedule, a 50% reduction of the administrative fees that are due under the first paragraph may be applied.

The Targeted Persons that are subject to division 4.2 of the Schedule who have not been the object of any recovery measures by Éco Entreprises Québec under section 5.2.2 of the Schedule and who, voluntarily and in conformity with division 5.1 of the Schedule, register with Éco Entreprises Québec and submit a Materials Report to it, may be admissible to a credit equivalent to 100% of the administrative fees that are owed under the first paragraph upon the receipt of a written request.

- 4.4.3 Pursuant to section 53.31.16 of the Act, where Éco Entreprises Québec commences a legal recourse to claim a sum it is owed, it may claim an amount equal to 20% of that sum.

4.5 PLACE AND METHOD OF PAYMENT

- 4.5.1 Any payment made according to the Schedule must be in Canadian legal currency.
- 4.5.2 Any payment owed according to the Schedule may be made by cheque, pre-authorized debit, wire transfer or a centralized payment service.

In the event the payment is made by way of a wire transfer or by a centralized payment service, a written notice to that effect must be submitted to Éco Entreprises Québec. If such notice is not forwarded, Éco Entreprises Québec is exonerated from any liability if the amount of the payment is not applied.

5. REGISTRATION AND REPORTING BY TARGETED PERSONS

5.1 REGISTRATION AND REPORTING BY TARGETED PERSONS

- 5.1.1 All Targeted Persons must register with Éco Entreprises Québec in conformity with the procedure set out in section 5.1.5 of the Schedule.
- 5.1.2 As per the procedure set out in section 5.1.5 of the Schedule, every Targeted Person must also submit a report of the Materials it marketed in order to establish its payable contribution according to Chapter 4, by submitting notably the following data and information to Éco Entreprises Québec:

- a) A description of the methodology and data used to prepare the Targeted Person's Materials report;
- b) A description of the Materials excluded from the Materials report used to establish the Targeted Person's payable contribution;
- c) A description of deducted Materials from the Targeted Person's Materials report, as well as, the number of kilograms or the percentage applied according to the type of Material;
- d) A description of the containers, packaging and printed matter that the Targeted Person marketed and that are not mentioned in the Materials report, as well as, the quantity in kilograms of the marketed containers, packaging and printed matter;
- e) A list of Brands, Names and Distinguishing Guises that are covered in the Targeted Person's Materials report;
- f) A declaration as to the truthfulness of the information contained in the Targeted Person's Materials report.

5.1.3 A Targeted Person must register and submit its Materials report for the 2018 Obligation Year.

5.1.4 A Targeted Person must register and submit the Materials report at the latest ninety (90) days following the effective date of the Schedule.

5.1.5 The registration and Materials report must be transmitted to Éco Entreprises Québec electronically. This must be done by using the forms that are provided to this effect in the registration and reporting interfaces that are available on Éco Entreprises Québec's website at www.eeq.ca, all according to the submission procedures described on the site.

5.2 BILLING, CREDITS AND REIMBURSEMENT

5.2.1 Upon receipt of the Materials report from the Targeted Person, Éco Entreprises Québec sends by e-mail to the Targeted Person who submitted the report one (1) or two (2) invoice(s) for the payable contribution, which is established based on the information contained in the Materials report, and in relation to the type of contribution established pursuant to sections 4.3.1 or 4.3.2 of the Schedule, as the case may be.

The present section cannot, however, be interpreted as exonerating the Targeted Person from paying the contribution within the delays stipulated in division 4.3 of the Schedule.

The present section also cannot be interpreted as denying Éco Entreprises Québec its right to review said Materials report and to send an imposed invoice or a revised invoice pursuant to sections 5.2.2, 5.2.3 and 5.2.4 of the Schedule.

- 5.2.2 Any failure to register, any failure to submit the Materials report and the submission of an incomplete, late, erroneous or fraudulent Materials report gives rise to the possibility that Éco Entreprises Québec, at any time, may impose the amount of the contribution payable by means of an estimate based on all elements in its possession, notably based on the installations or activities of the Targeted Person, or by way of a recognized fixed-price estimate method. These elements or methods remain confidential if Éco Entreprises Québec uses personal information concerning a Targeted Person to establish the imposed invoice. In this case, Éco Entreprises Québec cannot be compelled to reveal these elements or methods. This imposed invoice is presumed valid and if it is contested, it belongs to the Targeted Person to establish that the invoice is ill-founded.

This imposed invoice includes interest and the administrative fees established pursuant to sections 4.4.1 and 4.4.2 of the Schedule. Despite any contestation, any amount owed under the imposed invoice must be paid in the thirty (30) days of it being issued.

In the event that the Targeted Person subject to the first paragraph has previously been sent an imposed invoice under the terms of one or more previous Schedules, Éco Entreprises Québec may require payment of an amount equivalent to an increase of, at most 20% of the payable contribution established in conformity with the first paragraph.

- 5.2.3 Éco Entreprises Québec can, within a delay of three (3) years following the date when the Targeted Person submits the Materials report, review the Materials report submitted by the Targeted Person and require that the Targeted Person provide the necessary documentation to said report within a delay of sixty (60) days. Éco Entreprises Québec can also decide to make the necessary corrections after having informed the Targeted Person. Following these corrections, a revised invoice of the payable contribution is sent to the Targeted Person. This revised invoice is presumed valid and if it is contested, it belongs to the Targeted Person to establish that it is ill-founded.

Despite any contestation, the additional sum required to be paid for the contribution as indicated in the revised invoice must be paid by the Targeted Person to Éco Entreprises Québec within a delay of thirty (30) days following the issuance of this invoice.

The amount owed will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and this in conformity with section 53.31.16 of the Act. The interest is calculated daily on the unpaid amount of the contribution, starting from the date this amount must be paid until the date of payment, at the rate mentioned here above. Any change to this rate automatically brings a change to the payable interest rate pursuant to the present section.

In addition to interest, any Targeted Person that has not paid the sum required within the delay of ninety (90) days following the date at which this sum is due, must pay fees equivalent to 10% of the sum owed to compensate Éco Entreprises Québec for the administrative fees it incurred.

- 5.2.4 In the event that a Targeted Person believes that it has grounds that could justify a revision of its Materials report by Éco Entreprises Québec, it must submit this amended Materials report to Éco Entreprises Québec for approval, within a period of one (1) year following the deadline provided for at section 5.1.4 of the Schedule for the submission of the Materials report, failing which its claim is forfeited. This predetermined time limit is of two (2) years when the amended Materials report seeks to correct a situation where more than one Targeted Person has submitted a Materials report relating to the same Material(s), which resulted in duplicate reports. All relevant documents and information allowing Éco Entreprises Québec to proceed with a complete analysis and to render an enlightened decision must be filed in the same delay. If Éco Entreprises Québec approves in all or in part the said amended Materials report, a revised invoice of the payable contribution is then transmitted to the Targeted Person. This revised invoice is presumed valid and where it is contested, it belongs to the Targeted Person to establish that it is ill-founded.

If, within a delay of one (1) year following the delay established in section 5.1.4 of the Schedule, a Targeted Person submits more than one amended Materials report to Éco Entreprises Québec for approval, said person is subject to pay administration fees corresponding to the greatest amount between \$250 and 5% of the difference between the contribution indicated in the latest filed and revised report approved by Éco Entreprises Québec and the contribution indicated in the amended report, for a maximum of \$25,000, and this before Éco Entreprises Québec undertakes any study of the amended Materials report.

When, after filing an amended Materials report as indicated in the second paragraph of this section that Éco Entreprises Québec approves, a Targeted Person must pay a higher contribution than that of the previously accepted revised Materials report, Éco Entreprises Québec may renounce to the Targeted Person paying the administration fees due under the second paragraph of this section. The amount of administration fees already paid is to be credited to the Targeted Person, as the case may be.

Despite any contestation, the additional amount required to be paid for the contribution as indicated in the revised invoice must be paid by the Targeted Person to Éco Entreprises Québec within a delay of thirty (30) days following

the issuance of this invoice. The amount owed will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and in conformity with section 53.31.16 of the Act. The interest is calculated daily on the unpaid amount of the contribution, starting from the date this amount must be paid until the date of payment, at the rate mentioned here above. Any change to this rate automatically brings a change to the payable interest rate pursuant to the present section.

In addition to interest, any Targeted Person that has not paid the sum required within the delay of ninety (90) days following the date at which this sum is due, must pay fees equivalent to 10% of the sum owed to compensate Éco Entreprises Québec for the administrative fees it incurred.

- 5.2.5 Once the amended Materials report is approved by Éco Entreprises Québec, and it appears that the Targeted Person paid a contribution that was higher than it should have paid, the amount overpaid is credited to any contribution payable for the following Obligation Year, up to the adjusted contribution amount for the current Obligation Year. Éco Entreprises Québec reimburses the Targeted Person, without interest, any amount exceeding this credit subject to any administration fees owed to Éco Entreprises Québec pursuant to section 5.2.4, paragraph 2.
- 5.2.6 A Targeted Person to whom an imposed or revised invoice has been sent may attempt to arrive at an agreement with Éco Entreprises Québec pursuant to Chapter 6 of the Schedule if the dispute relates to the quantity or the qualification of Materials that should have been taken into account in the Materials report. This process does not exempt, however, the Targeted Person from their obligation to pay the amount indicated in the imposed invoice in the period indicated at section 5.2.2 of the Schedule, or the additional sum required to be paid as a contribution indicated in the revised invoice within the delay indicated at section 5.2.3 or 5.2.4, as the case may be. In the event where an agreement is reached and results in an overage paid, section 5.2.5 of the Schedule applies with any necessary adjustments.
- 5.2.7 Following a request submitted by a Targeted Person and approved by Éco Entreprises Québec, Éco Entreprises Québec reimburses, without any interest, any contribution or any part of a contribution paid by a person whom has opted to pay a lump sum pursuant to section 4.2.1 of the Schedule and for whom it was later determined not to be a Targeted Person under the Schedule.

5.3 VERIFICATION AND CONSERVATION OF FILES

- 5.3.1 Éco Entreprises Québec reserves the right to require, from any Targeted Person, as well as, any person whom Éco Entreprises Québec has reasonable grounds to believe is a Targeted Person, the books, registries, accounting documents and any other documents deemed necessary by Éco Entreprises Québec in order to establish the payable contribution by this person.

Any person to whom such a request is made must render this information available to be consulted and photocopied by Éco Entreprises Québec, during normal business hours, no later than sixty (60) days following the receipt of a written notice from Éco Entreprises Québec to that effect.

- 5.3.2 Other than the information and documents that the Targeted Person must submit in support of its Materials report, Éco Entreprises Québec reserves the right to require from the said person that it provide, within sixty (60) days following the receipt of a written notice, any supplementary information, such as, a complete list of containers and packaging and printed matter covered by the Schedule, whether or not this information was used in the preparation of the Materials report, the data tables, audit reports, list of declared Brands and list of Brands excluded from the Materials report and the distribution of percentages, which were used by the Targeted Person to complete its Materials report.
- 5.3.3 When a Targeted Person does not provide the information and documents required by Éco Entreprises Québec within the delay set out in sections 5.3.1 or 5.3.2, as the case may be, said person is subject to pay administration fees corresponding to the greatest amount between \$250 and 1% of the contribution owed for the relevant Obligation year following this default, for a maximum amount of \$25,000;
- 5.3.4 Any Targeted Person must keep a record of all documents and any technological or other support used to prepare the Materials report for a period of at least five (5) years from the date that this Materials report is transmitted.

6. DISPUTE RESOLUTION

6.1 PROCEDURE

- 6.1.1 In the case of a dispute between the Targeted Person and Éco Entreprises Québec regarding the quantity or the qualification of the Materials that should have been taken into account in the Materials report following the issuance of an imposed invoice pursuant to section 5.2.2 of the Schedule, or following the issuance of a revised invoice pursuant to section 5.2.3 or 5.2.4 of the Schedule, the Targeted Person and Éco Entreprises Québec will endeavour to resolve the dispute by way of discussions between their respective representatives in the thirty (30) days following the issuance of the invoice.
- 6.1.2 In the event that the dispute cannot be resolved during this period, and if the object of the dispute, excluding the interest, administrative fees and penalties exceeds \$100,000.00, the Targeted Person may notify Éco Entreprises Québec in writing by way of a "Notice of dispute" within sixty (60) days following the issuance of the invoice, indicating therein the grounds for contestation as well as their intention to submit the dispute either to mediation and, in the case of

failure, to arbitration, or directly to arbitration. Following receipt of said notice, the parties will either proceed to mediation, and, in the case of failure, to arbitration, or directly to arbitration, as the case may be, in conformity with the procedures of mediation or arbitration adopted by Éco Entreprises Québec that are in effect at the date of the Notice of dispute. These procedures may be consulted on the website of Éco Entreprises Québec www.eeq.ca.

- 6.1.3 By invoking the mediation and/or arbitration procedures provided at section 6.1.2 of the Schedule, the parties exclude any recourse before the common law tribunals, except for provisional measures.

7. ADJUSTMENTS

7.1 ADJUSTMENTS

- 7.1.1 In the case where, for a particular Class of Materials, Éco Entreprises Québec collects, following the expiry of the twenty-four (24) month period following the date where the balance for the payable contribution is due as prescribed by section 4.3.1 of the Schedule, an amount that exceeds by 4% the required amount to be paid for this Class of Materials, for one (1) year where said amounts become due, a) the amount of the compensation determined by the Société québécoise de récupération et de recyclage, including the interest, administrative fees and applicable penalties, as the case may be, b) the amount necessary to indemnify Éco Entreprises Québec for its management costs and other expenses related to the compensation regime, as well as, c) the amount payable to the Société québécoise de récupération et de recyclage pursuant to section 53.31.18 of the Act (this last amount being identified in the present Chapter, as being the "required amount"), Éco Entreprises Québec issues a credit to Targeted Persons that have paid the contribution for the Obligation Year in which the surplus has accumulated. This credit will correspond to the amount collected above the exceeding 4% and is redistributed pro rata amongst the payable contributions by sub-class of Materials within each class, and then, by pro rata amongst the contributions paid by the Targeted Persons within each sub-class.
- 7.1.2 In the case where Éco Entreprises Québec does not collect the required amount for a Class of Materials following the expiry of the twenty-four (24) month period following the date where the balance for the payable contribution is due pursuant to section 4.3.1 of the Schedule, Éco Entreprises Québec can require from Targeted Persons for this Class of Materials the amount needed to satisfy the difference. This amount is distributed pro rata amongst the required contributions by a sub-class of Materials within this Class and then, by pro rata amongst the required contributions for each Targeted Person within each sub-class. This amount must be paid to Éco Entreprises Québec by the Targeted Persons within thirty (30) days following the transmission of an invoice to this effect by Éco Entreprises Québec. The divisions 4.4 and 4.5 of the Schedule are applicable for this amount by making the necessary modifications.

If Éco Entreprises Québec judges that it will most likely not be able to collect the amount necessary for a Class of Materials, at the expiry of a twenty-four (24) month period following the date at which the balance of the payable contribution is payable pursuant to section 4.3.1 of the Schedule, Éco Entreprises Québec can, at any moment, require an amount that it deems necessary to satisfy the difference. This amount is distributed pro rata amongst the required contributions by sub-class of Materials within this Class, and then, pro rata amongst the required contributions to be paid by the Targeted Persons within each sub-class. This amount must be paid to Éco Entreprises Québec by the Targeted Persons within thirty (30) days following the transmission of an invoice to this effect by Éco Entreprises Québec. The divisions 4.4 and 4.5 of the Schedule are applicable to this amount by making the necessary modifications.

8. EFFECTIVE DATE AND DURATION

8.1 EFFECTIVE DATE

The Schedule shall be effective on the day of its publication in the *Gazette officielle du Québec*, which is on July 4, 2018.

8.2 DURATION

The Schedule is valid for the 2018 Obligation Year.

APPENDIX A: 2018 CONTRIBUTION TABLE

Contributions for the period from January 1st through December 31st, 2017¹

Class of Materials	Sub-class of Materials	Materials	Annualized contributions ¢/kg	Credit for recycled content (Threshold to achieve ²)
Printed matter		• Newsprint inserts and circulars	18,865	80%
		• Catalogues and publications	27,921	50%
		• Magazines	27,921	50%
		• Telephone books	27,921	80%
		• Paper for general use		80%
		• Other printed matter	27,921	
Containers and Packaging	Paperboard	• Corrugated cardboard	17,641	n/a
		• Kraft paper shopping bags	17,892	100 %
		• Kraft paper packaging	17,892	100 %
		• Boxboard and other paper packaging	19,263	n/a
		• Gable-top containers	18,674	n/a
		• Paper laminants	27,598	100 %
		• Aseptic containers	22,236	n/a
	Plastics	• PET bottles	27,248	100 %
		• HDPE bottles	10,495	100 %
		• Plastic laminants	44,249	n/a
		• Plastic HDPE and LDPE films	44,249	n/a
		• HDPE, LDPE plastic shopping bags	44,249	n/a
		• Expanded Polystyrene – food packaging	74,572	n/a
		• Expanded Polystyrene – cushioning packaging	74,572	n/a
		• Non expanded Polystyrene	74,572	n/a
		• PET containers	27,248	100 %
		• PVC, polylactic acid (PLA) and other degradable plastics	74,572	n/a
	Aluminum	• Other plastics, polymers and polyurethane	27,392	n/a
		• Food and beverages aluminum containers	17,020	n/a
	Steel	• Other aluminum packaging		n/a
		• Steel aerosol containers	16,579	n/a
	• Other steel containers			
	Glass	• Clear glass	17,973	n/a
		• Coloured glass	17,993	n/a

¹ For the calculation of the contribution for the 2018 Obligation Year, the Targeted Persons must, without fail, for the purposes of the application of Chapters 4 and 5 of the Schedule, declare the materials that were marketed in Québec for the twelve (12) months comprised between January 1st and December 31st of the Reference Year, that is prescribed in division 4.1 of the Schedule.

² A credit of 20% for the payable contribution is granted to Targeted Persons that generate materials of which the percentage (%) of recycled **post-consumer** content reaches or exceeds the established benchmark, when the Materials report is submitted within the prescribed delays. The credit is granted by way of a distinct invoice that is issued in the year following the deadline to submit the Materials report. The **appropriate documentation** to determine the content of **post-consumer** recycled material **must be provided** to Éco Entreprises Québec **before the deadline to pay the contribution**. The content of the recycled material is an element which is taken into consideration when calculating the payable contribution pursuant to section 53.31.14, paragraph 2 of the Act.

APPENDIX B: ESTABLISHMENT IN QUÉBEC

For the purposes of this Appendix, a Targeted Person is referred to as "enterprise".

If an enterprise does not have its head office, which constitutes its domicile, in the Province of Québec, it may still have one or several establishments in the Province.

Here are some non-exhaustive examples provided solely as a guide to assist in determining whether an enterprise has an establishment in Québec for the purposes of the Schedule:

- a) The enterprise indicates an address in Québec in the "Établissements" section of the report it filed with the Registraire des entreprises du Québec or in its corporate bylaws or regulations.
- b) Insurance companies or financial institutions:
An enterprise that offers insurance or financial products in Québec and holds a license issued by the Autorité des marchés financiers ("AMF") is deemed to have an establishment in Québec.
- c) The owner of immovable property in the province:
When an enterprise owns an immovable in Québec, that immovable is presumed to be an establishment.
- d) An enterprise using equipment or machinery in the province:
When an enterprise does not have a fixed place of business in the province, it may still have an establishment at the place where it uses an important quantity of machinery or material for a particular moment within a reference year. Said enterprise is then deemed to have an establishment at such place.
- e) Commercial activities in the province related to raw materials:
When the activities of an enterprise consist of producing, growing, excavating, mining, creating, manufacturing, improving, transforming, preserving or constructing, in full or in part, anything in Québec, whether or not the sale of the thing occurs in Québec or elsewhere, this activity will allow us to conclude that the enterprise possessed an establishment in Québec in the year in which the activity took place.
- f) A representative in Québec:
The establishment of an enterprise signifies a fixed place or a principal place where it carries on business. An establishment also includes an office, a residence, a branch, a mine, a gas or oil well, an agricultural endeavor, a woodlot, a factory, a storage facility or a workshop.

When an enterprise is operated or represented through an employee, an agent or a mandatary who is established at a particular place and has general authority to contract for his employer or mandator, or who possesses an inventory of merchandise belonging to the employer or mandator that is used to regularly fill orders that such employee, agent or mandatary receives, the enterprise is deemed to have an establishment at this place, even if the orders are sometimes placed with a distribution center that is situated outside of Québec.

- g) Commission agent, broker, other independent agent or subsidiary:
An enterprise is not deemed to have an establishment by the sole fact that it has a business relationship with someone else through a commission agent, a broker or any other independent agent, or by the fact that it maintains an office or a warehouse for the sole purpose of purchasing merchandise; it will also not be deemed to have an establishment in a place for the sole reason that it controls a subsidiary that itself carries on business in the province.

Attention: A person acting as an "attorney for service" for a legal person that is registered at the Registraire des entreprises du Québec does not constitute an element that would be considered sufficient to determine that the legal person has an establishment in Québec.

Gouvernement du Québec

O.C. 857-2018, 20 June 2018

An Act respecting pre-hospital emergency services
(chapter S-6.2)

Functions, powers or responsibilities assumed by organizations representing institutions for the purposes of the Act respecting pre-hospital emergency services

WHEREAS, under paragraph 4 of section 91 of the Act respecting pre-hospital emergency services (chapter S-6.2), the board of directors of Corporation d'urgences-santé is composed in particular of one member appointed by the Government after consultation with the Association des hôpitaux du Québec from among the executive directors of the institutions operating the hospital centres in the territory;

WHEREAS section 218 of the Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies (chapter O-7.2) provides that, if an employers' association in the health and social services network or a group of institutions ceases its activities, the Government may, after consulting with the public institutions concerned, determine, with regard to any text, who is to assume the functions, powers or responsibilities that such a text entrusts to the association or group;

WHEREAS the organizations representing the health and social services institutions ceased their activities and no other organization representing those institutions has been established to date;

WHEREAS it is expedient to determine, for the purposes of section 91 of the Act respecting pre-hospital emergency services, that the member referred to in paragraph 4 of that section be appointed after consultation with the presidents and executive directors of the public institutions that operate a hospital centre in the territory served by Corporation d'urgences-santé;

WHEREAS the consultation required by the Act has been conducted;

IT IS ORDERED, therefore, on the recommendation of the Minister of Health and Social Services:

THAT, for the purposes of section 91 of the Act respecting pre-hospital emergency services (chapter S-6.2), the member referred to in paragraph 4 of that section be appointed after consultation with the presidents and executive directors of the public institutions that operate a hospital centre in the territory served by the Corporation d'urgences-santé.

ANDRÉ FORTIER,
Clerk of the Conseil exécutif

103585

Gouvernement du Québec

O.C. 916-2018, 3 July 2018

Environment Quality Act
(chapter Q-2)

Approval of RecycleMédias' 2018 schedule of contributions for the "newspapers" class

WHEREAS, under section 53.31.1 of the Environment Quality Act (chapter Q-2), the persons referred to in subparagraph 6 of the first paragraph of section 53.30 of the Act are required, to the extent and on the conditions set out in subdivision 4.1 of Division VII of Chapter IV of the Act, to compensate the municipalities and the Native communities, represented by their band councils, for the services provided by the municipalities or communities to ensure that the materials designated by the Government under section 53.31.2 of the Act are recovered and reclaimed;

WHEREAS, under the first paragraph of section 53.31.12.1 of the Act, if, by regulation, the Government subjects newspapers to the compensation regime provided for in Division VII of Chapter IV of the Act, it may determine on what conditions the amount of the annual compensation owed to the municipalities that is allotted to that class of materials may be paid in whole or in part through a contribution in goods or services, and prescribe the characteristics newspapers must possess to benefit from that mode of payment;

WHEREAS RecycleMédias is a body certified by RECYC-QUÉBEC for the "newspapers" class to represent the persons subject to an obligation of compensation under subdivision 4.1 of Division VII of Chapter IV of the Act;

WHEREAS, under the first paragraph of section 53.31.12 of the Act, a certified body must remit to RECYC-QUÉBEC, in trust, the amount of the compensation owed to the municipalities;

WHEREAS, under the first paragraph of section 53.31.13 of the Act, a certified body may collect from its members and from persons who, without being members, carry on activities similar to those carried on by the members where the designated materials or classes of materials are concerned, the contributions necessary to remit the full amount of compensation, including any interest or other applicable penalties, and to indemnify the body for its management costs and other expenses incidental to the compensation regime;

WHEREAS, under the first paragraph of section 53.31.14 of the Act, the contributions payable must be established on the basis of a schedule of contributions that has been the subject of a special consultation of the persons concerned;

WHEREAS RecycleMédias conducted such a special consultation before determining the schedule of contributions applicable for 2018 for the “newspapers” class;

WHEREAS, under the third paragraph of section 53.31.14 of the Act, the schedule of contributions may provide for exemptions or exclusions and specify the terms according to which the contributions are to be paid to the certified body;

WHEREAS, under the fifth paragraph of section 53.31.14 of the Act, the schedule of contributions must be submitted to the Government, which may approve it with or without modification;

WHEREAS, under section 8.9 of the Regulation respecting compensation for municipal services provided to recover and reclaim residual materials (chapter Q-2, r. 10), the amount of the annual compensation owed to the municipalities that is allotted to the “newspapers” class may not exceed \$10,696,900 for the year 2018;

WHEREAS sections 8.12 and 8.12.1 of the Regulation provide that such compensation may be paid, in whole or in part, through a contribution in goods or services provided the certified body proposed a schedule of contributions to RECYC-QUÉBEC, in accordance with sections 53.31.14 and 53.31.15 of the Environment Quality Act, determining the contributions payable and the manner in which payment may be made, without exceeding \$3,800,000 for the year 2018;

WHEREAS, under the second paragraph of section 53.31.15 of the Environment Quality Act, RECYC-QUÉBEC must give its opinion to the Government on the proposed schedule of contributions;

WHEREAS RECYC-QUÉBEC has given a favourable opinion on the 2018 schedule of contributions established by RecycleMédias for the “newspapers” class;

WHEREAS, under Order in Council 135-2007 dated 14 February 2007, the Regulations Act (chapter R-18.1) does not apply to the proposed schedules or schedules of contributions established under section 53.31.14 of the Environment Quality Act;

WHEREAS it is expedient to approve the schedule of contributions with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Sustainable Development, the Environment and the Fight Against Climate Change:

THAT the schedule of contributions established by RecycleMédias for the contributions for 2018, as amended and entitled 2018 Schedule of Contributions for “Newspapers”, attached to this Order in Council, be approved.

ANDRÉ FORTIER,
Clerk of the Conseil exécutif

2018 Schedule of Contributions for “Newspapers”

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1. Definitions

1.1. Definitions

In the Schedule, unless the context indicates a different meaning, the following words and expressions mean or designate:

- a) “brand”: a mark that is used by a person for the purpose of distinguishing, or so as to distinguish, newspapers marketed by the person from newspapers marketed by others;
- b) “cash contribution”: the amount that must be paid in cash to RecycleMédias by a person prescribed under the Schedule;
- c) “compensation regime”: the compensation regime for municipalities established by sub-section 4.1 of Division VII of Chapter IV of the Act and by the Regulation, as amended from time to time;
- d) “contribution in ad placements”: the amount that may be paid in the form of ad placements by a prescribed person under the Schedule. Such contributions in ad placements must consist of publishing, at the national, regional and local levels, messages intended to inform, educate or raise awareness about environmental matters, particularly in terms of promoting the recycling and recovery of residual materials, and may be made either in newspapers or through digital products;
- e) “costs of RecycleMédias”: the management costs and other expenses of RecycleMédias incidental to the compensation regime that may be collected by RecycleMédias under section 53.31.13 of the Act;
- f) “costs of Recyc-Québec”: the management costs and other expenses of Recyc-Québec incidental to the compensation regime and payable to Recyc-Québec by RecycleMédias under section 53.31.18 of the Act and section 8.14 of the Regulation;
- g) “digital products”: websites (including portals) and other digital products devoted primarily to current events, that are owned by the prescribed person or another member of the person’s corporate group, or through which a contribution in ad placements may be made;
- h) “distinguishing guise”: the format of a newspaper, the appearance of which is used by a person for the purpose of distinguishing, or so as to distinguish, newspapers marketed by the person from newspapers marketed by others;

- i) “first supplier”: a person who is domiciled or has an establishment in Québec and who is the first to take title, possession or control, in Québec, of a newspaper covered by the Schedule;
- j) “foreign publication”: a newspaper that markets less than 25% of its total materials in Québec;
- k) “materials”: paper and other cellulosic fibres belonging to the class of newspapers, as well as the containers and packaging used to deliver newspapers directly to the ultimate consumer or recipient. Quantities of marketed materials are measured in metric tons;
- l) “name”: the name under which any business is carried on, whether or not it is the name of a legal body, a partnership or an individual;
- m) “newspapers”: as set forth in section 2 of the Regulation, this class includes paper and other cellulosic fibres used as a medium for written current affairs periodicals published on newsprint, particularly dailies and weeklies, as well as containers and packaging used to deliver newspapers directly to the ultimate consumer or recipient (particularly bags and elastic bands);
- n) “prescribed person”: a person subject to the compensation regime, as designated in Chapter 3 of the Schedule;
- o) “RecycleMédias”: an organization accredited by Recyc-Québec that represents newspapers;
- p) “Recyc-Québec”: the Société québécoise de récupération et de recyclage, as designated in section 1 of the Act respecting the Société québécoise de récupération et de recyclage, R.S.Q., chapter S-22.01;
- q) “the Act”: the Environment Quality Act, R.S.Q., chapter Q-2, as amended from time to time;
- r) “the Regulation”: the Regulation respecting compensation for municipal services provided to recover and reclaim residual materials, R.R.Q., chapter Q-2, r. 10, as amended from time to time;
- s) “the Schedule”: the present Schedule of Contributions, including appendices.

2. Interpretation

2.1. Explanatory notice

2.1.1. RecycleMédias may publish an explanatory notice or interpretation guide on its website at www.recyclemedias.com to explain its interpretation of the Schedule and how it will be administered.

2.2. Continuance of the Schedule

2.2.1. If any provision of the Schedule is deemed invalid or unenforceable by a competent court or for any other reason, it shall not affect the validity of the other provisions of the Schedule, which shall be interpreted as if the invalid provision were omitted.

3. Designation of prescribed persons

3.1. Prescribed persons

3.1.1. Only the person who is the owner of the brand, name or distinguishing guise that identifies a material subject to contributions under the Schedule shall be required to pay a contribution with regard to that material.

3.1.2. However, if the owner has neither a domicile nor an establishment in Québec, payment of contributions may be required of the first supplier in Québec, whether or not it is the importer of that material.

3.1.3. Any person who marketed materials during 2017 remains fully responsible for such materials, and shall pay, according to the terms provided in the Schedule, any contribution and other amounts provided under the Schedule in respect of these materials, notwithstanding the fact that at the time the Schedule came into force or thereafter (i) the person is no longer the owner of the brand, name or distinguishing guise that identifies a material subject to contributions under the Schedule, or (ii) the person no longer markets materials, or (iii) the person no longer is the first supplier of this material in Quebec. Such a person is considered to be a prescribed person for the purposes of the Schedule.

3.2. Exempted persons

- 3.2.1. Prescribed persons who demonstrate to RecycleMédias that the contributions prescribed in Chapters 5 and 6 of the Schedule have been paid in full, on their behalf, by a third party recognized by RecycleMédias as a voluntary contributor under section 3.3, are exempted from those contributions.
- 3.2.2. In order to promote freedom of the press and lighten the administrative burden of RecycleMédias, prescribed persons who own the brand, name or distinguishing guise which identifies a material subject to contributions pursuant to the Schedule and who, in 2017, marketed materials weighing less than a total of fifteen (15) metric tons, are also exempted from the contributions prescribed in Chapters 5 and 6 of the Schedule.

3.3. Voluntary contributor

- 3.3.1. A third party whose domicile or establishment is outside of Québec, and who is the owner of a brand, name or distinguishing guise, may be accepted by RecycleMédias as a voluntary contributor, notably if the person satisfies the conditions stipulated below.
- 3.3.2. A voluntary contributor may only act to fulfill the obligations that, under the Schedule, would be the responsibility of the first supplier of materials identified by a brand, name or distinguishing guise that is owned by the voluntary contributor. The latter may not act to fulfill the obligations of persons prescribed under section 3.1.1.
- 3.3.3. A third party may be recognized as a voluntary contributor if it concludes an agreement to that effect with RecycleMédias, which agreement shall include the following provisions:

that it agrees to fulfill the obligations related to contribution in ad placements under the Schedule;

that it agrees to pay the cash contribution under the Schedule;

that it agrees to produce the reports required in Chapter 7 of the Schedule, under the terms set out in that Chapter;

that it agrees to the foregoing with regard to all of its first suppliers in Québec;

that it agrees to respect the laws of Québec, and accepts that any legal proceedings will take place in Québec, under the laws of Québec.

A third party recognized as a voluntary contributor thus becomes a prescribed person with respect to both cash contribution and contribution in ad placements.

3.3.4. RecycleMédias may decide to conclude an agreement such as that described in section 3.3.3 with a third party whose domicile or establishment is in Canada but outside of Québec, and which, without being the owner of a brand, name or distinguishing guise, is its principal distributor in Québec. Section 3.3.2 also applies to such a third party, which for the purposes of the Schedule is considered as a voluntary contributor.

3.3.5. The first supplier and the voluntary contributor are solidarily liable for their obligations under the Schedule.

3.4. Publication of the names of prescribed persons

3.4.1. RecycleMédias may publish on its website the name of any person that, in RecycleMédias' view, meets the criteria for a prescribed person in section 3.1 of the Schedule.

4. Compensation regime

4.1. Annual compensation payable

For the year covered by the Schedule, the amount of the annual compensation payable for the class "newspapers", under the Act and the Regulation, will be \$10,115,600. This amount will be paid through contributions in ad placements in the amount of \$3,800,000 and cash contributions in the amount of \$6,315,600. The contributions in ad placements made by any prescribed person under RecycleMédias' 2017 Schedule in excess of the amount of \$3,800,000 as determined in section 4.1 of the said 2017 Schedule shall be applied as contributions in ad placements made under the Schedule, thereby reducing the new contributions in ad placements required to be made under the Schedule by the same amount.

4.2. Costs

As well, the amounts corresponding to the costs of Recyc-Québec and RecycleMédias will be paid by the prescribed persons through cash contributions.

4.3. Environmental consequences

4.3.1. In order to make the prescribed persons accountable for the environmental consequences of the marketing of newspapers, and to promote the adoption of responsible behavior, each prescribed person who is the owner of the brand, name or distinguishing guise which identifies the materials that are subject to contributions under this Schedule, and who marketed materials in 2017 with a total weight equal to or of more than fifteen (15) metric tons, must show that it has and offers one or more digital products throughout 2018. If a prescribed person fails to do so, an amount equal to 5% of the contribution in ad

placements of such prescribed person shall be converted into an additional cash contribution. The payment rules established for the cash contribution in chapter 6 of the Schedule shall apply to such additional cash contribution, subject to the necessary adjustments.

5. Contribution in ad placements

5.1. Determination of contribution in ad placements

5.1.1. For 2018, the contribution in ad placements by a prescribed person corresponds to the quantity of materials marketed by that person in 2017 multiplied by the applicable rate, i.e. \$67.68 per metric ton.

5.2. Foreign publication

5.2.1. For newspapers qualified as foreign publications, the contribution in ad placements is converted into cash contribution that is additional to that provided in Chapter 6. This additional cash contribution is paid to Recyc-Québec as partial payment of compensation due to municipalities under the Regulation by prescribed persons in the “newspaper” class.

5.2.2. The payment rules for cash contributions set out in Chapter 6 of the Schedule also apply, with the necessary modifications, to the additional cash contribution.

5.3. Terms and conditions

5.3.1. Ad placements for a maximum value corresponding to the amount of each prescribed person’s contribution in ad placements will be requested from such prescribed person by no later than February 28, 2019 for publication by no later than September 30, 2019 in respect of contributions in ad placements for 2018.

5.3.2. To determine the value of each ad placement and the terms and conditions under which it is provided, the customary government rate card (or national rate card) of the prescribed person (or member of the person’s corporate group, as the case may be) shall be applied. Furthermore, in order to avoid that part of its contribution in ad placements be converted into an additional cash contribution as provided under section 5.4 of the Schedule, a prescribed person may choose to make a contribution in ad placements for a value higher than the required value. In such case, the prescribed person will not be entitled to any credit for the additional value thus contributed.

- 5.3.3. It is agreed that it is up to Recyc-Québec or its advertising agency to ensure that any advertising campaign delivered complies with the rate cards and the other standard terms and conditions of each prescribed person, including the deadlines. RecycleMédias will then require the contributions in ad placements from the prescribed persons in accordance with the terms, conditions and specifications provided by Recyc-Québec or its advertising agency.
- 5.3.4. For the purpose of making its contribution in ad placements, each prescribed person must collaborate with RecycleMédias, Recyc-Québec and any advertising agency retained by Recyc-Québec. Recyc-Québec and any advertising agency it retains must provide RecycleMédias with the information required for RecycleMédias to ensure that the contributions in ad placements payable pursuant to the Schedule are made according to the terms of the Schedule, including by providing RecycleMédias, by no later than October 31, 2019, with a detailed report indicating, for each prescribed person required to make a contribution in ad placements, the total value of the contribution in ad placements made by such person as of September 30, 2019 and, where applicable, any failure by a prescribed person to provide the full value of its contribution in ad placements required for 2018.
- 5.3.5. In the event that the report submitted to RecycleMédias under section 5.3.4 indicates a default by one or more prescribed persons, such persons must be informed thereof by RecycleMédias within thirty (30) days following its receipt of the report and such prescribed persons shall then have the opportunity to remedy the default by making the necessary ad placements to remedy the default by no later than December 31, 2019.
- 5.3.6. Overall, the contributions in ad placements provided by the prescribed persons under this Schedule shall enable the dissemination of information, awareness and educational messages on environmental matters and favour messages intended to promote the recovery and reclamation of residual materials in all the regions of the province of Quebec, based on a distribution (in quantity of materials and as indicated in section 5.1.1 of this Schedule) which is similar to the distribution of the population over the territory of Quebec.
- 5.3.7. Cities do not have individual access to advertising spaces, since the compensation in goods and services under the program is managed on a province-wide basis.
- 5.3.8. The distribution of the contributions in ad placements is proportional to the quantity of materials marketed by the prescribed persons per territory. No later than the one hundred and twentieth (120th) day after the Schedule comes into force, RecycleMédias shall submit to Recyc-Québec a notice of the amount of the contribution in ad placements for each prescribed person, as well as a list of the newspapers and digital products controlled by each prescribed person.

5.3.9. Recyc-Québec establishes an Implementation Committee for the compensation regime for the selective collection, coordinates its activities and accompanies its members in discussions regarding the criteria for distribution to municipalities, and regarding the application of such regime.

5.4. Conversion into additional cash contribution

5.4.1. A prescribed person who has not fulfilled the contribution in ad placements, in whole or in part, by the date set in this Schedule and who, after receiving a proper request therefor, fails to remedy its default by no later than December 31, 2019, as provided in section 5.3.5, will be liable to pay an additional cash contribution in an amount equal to the value of the contribution in ad placements payable, or the balance thereof, as applicable.

5.4.2. The payment rules for the cash contribution set out Chapter 6 also apply, with the necessary modifications, to the additional cash contribution.

6. Cash contribution

6.1. Determination of cash contribution

6.1.1. For 2018, the cash contribution by a prescribed person corresponds to the quantity of materials marketed by that person in 2017 multiplied by the applicable rate, i.e. \$122.75 per metric ton.

6.2. Date, place and form of payment

6.2.1. The cash contribution must be paid to RecycleMédias within ninety (90) days after the invoice is received. Unless otherwise decided by RecycleMédias, payment must be in full, in a single instalment.

6.2.2. RecycleMédias may specify a different deadline for payment of the cash contribution.

6.3. Penalties, interest and recovery

6.3.1. Cash contributions that are due and unpaid to RecycleMédias bear interest as set out in section 53.31.16 of the Act, i.e. at the rate determined under the first paragraph of section 28 of the *Tax Administration Act*, R.S.Q., chapter A-6.002. Such interest will be calculated daily on the unpaid amount of the cash contribution, starting from the date when the cash contribution became due and ending on the date of payment, at the rate mentioned above. Any change to that rate automatically changes the interest rate applying under the present section.

- 6.3.2. In addition to the interest applied under section 6.3.1, a prescribed person who has not paid the cash contribution within two hundred and ten (210) days after receipt of the invoice in respect of the contribution for 2018, will be liable to a penalty equal to 10% of the cash contributions owing.
- 6.3.3. Pursuant to section 53.31.16 of the Act, when RecycleMédias exercises a remedy to claim a sum that it is owed, a penalty equal to 20% of the amount of the cash contribution will be applied.
- 6.4. Form of payment
 - 6.4.1. Payment of cash contributions under Chapter 6 of the Schedule must be made in the legal tender of Canada.
7. Registration and reporting by prescribed persons
 - 7.1. Registration of prescribed persons
 - 7.1.1. Any prescribed person (including a prescribed person exempted from contributions under section 3.2.2 of the Schedule) must register with RecycleMédias by sending it the information specified in Appendix A of the Schedule by no later than the thirtieth (30th) day after the prescribed person becomes subject to the Schedule.
 - 7.2. Reporting of materials
 - 7.2.1. Any prescribed person (including a prescribed person exempted from contributions under section 3.2.2 of the Schedule) must produce a report on the materials marketed by sending to RecycleMédias the information specified in Appendix B of the Schedule, notably:
 - a) A list of the brands, names and distinguishing guises covered by the materials report;
 - b) A list and description of any excluded materials that were omitted from the materials report;
 - c) A statement certifying that the content of the materials report is true and accurate;
 - d) A list of digital products that the prescribed person has and offers throughout 2018.
 - 7.2.2. Prescribed persons must submit their materials report for 2018 by the latest of the following dates, either March 31, 2019 or the fifteenth (15th) day following the date on which the Schedule comes into force.

7.3. Changes and amendments

- 7.3.1. Any change in the content of documents submitted by a prescribed person, including any change to the information provided pursuant to Appendice A, must be reported in a modification notice sent to RecycleMédias within thirty (30) days after the change occurs.

7.4. Transmission medium and format

- 7.4.1. Documents and modification notices must be transmitted to RecycleMédias using digital media. They must be submitted using the forms provided on the website of RecycleMédias, using the procedure described on the site.

7.5. Billing

- 7.5.1. RecycleMédias sends each prescribed person a statement of the contribution owing in ad placements and an invoice for the cash contribution owing (and additional cash contribution if any).
- 7.5.2. If a person fails to register under section 7.1 of the Schedule, or fails to send to RecycleMédias a materials report required under section 7.2 of the Schedule, the amounts of the contribution in ad placements, the cash contribution and the additional cash contribution, if any, will then be determined and billed based on an estimate by RecycleMédias.

7.6. Verification of reports

- 7.6.1. Besides the information and documents that must be produced for the purposes of Appendice B of the Schedule, RecycleMédias reserves the right to ask for additional information, such as tables of data, audit reports, or any other information used in preparing the reports.
- 7.6.2. RecycleMédias may review the materials report and require that corrections be made by the prescribed person. RecycleMédias may also choose to make the necessary corrections itself, after notifying the prescribed person. Following such corrections, the prescribed person will be sent a revised statement adjusting the contribution in ad placements and a revised invoice adjusting the cash contribution and, where applicable, the additional cash contribution.
- 7.6.3. A prescribed person that has not followed through on an adjusted contribution in ad placements, in whole or in part, or that has not concluded an agreement with RecycleMédias within sixty (60) days after the revised statement was issued, will be liable to a penalty, payable in cash, of an amount corresponding to the value of the unpaid contributions in ad placements.

The payment rules for the cash contribution set out in Chapter 6 of the Schedule also apply, with the necessary modifications, to such penalties. In the case of a credit, RecycleMédias will apply the value of the credit to the next statement.

- 7.6.4. An adjustment made to the cash contribution must be paid in full, in a single instalment, to RecycleMédias within thirty (30) days after the revised invoice is issued. In the case of a credit, RecycleMédias will apply the value of the credit to the next invoice.

The payment rules for the cash contribution set out in Chapter 6 of the Schedule also apply, with the necessary modifications, to such adjustments.

8. Conservation of files

8.1. Conservation of files

- 8.1.1. A prescribed person must conserve all documents and other media used in preparing reports and all proofs of publication pertaining to its contributions in ad placements for a period of five (5) years after the reports were transmitted or from the date of publication, as the case may be. Such information must be made available for consultation and copying by RecycleMédias, during normal business hours, following prior notice to that effect by RecycleMédias.

8.2. Confidentiality

- 8.2.1. During the period in which RecycleMédias conserves information it has received in connection with the compensation regime, RecycleMédias is bound to take appropriate measures to ensure its security, preserve its integrity, protect its confidentiality, and prohibit access to it by any unauthorized person. RecycleMédias must also ensure the respect of all other obligations prescribed by law with respect to the conservation of such information.

9. Dispute resolution

9.1. Procedure

- 9.1.1. In the event of dispute between a prescribed person and RecycleMédias concerning the materials or quantity of materials covered by contributions, or concerning the value of ad placements made by a prescribed person, both parties shall attempt to resolve the dispute through discussions between their respective representatives within thirty (30) days after a written notice of the dispute is issued, or by a common agreement, which will be consigned to writing.

9.1.2. If the dispute persists after the expiry of the period mentioned in section 9.1.1, it shall be definitely settled by arbitration other than the courts, pursuant to the provisions of the *Code of Civil Procedure*, R.S.Q., chapter C-25.01.

9.1.3. Non-payment and failure by a prescribed person to submit a report are not subject to arbitration.

10. Adjustment

10.1. Adjustment clause

10.1.1. Amounts received as interest or penalties under the Schedule are applied to the costs of Recyc-Québec and RecycleMédias for the year after such amounts are received.

10.1.2. In the event that RecycleMédias, for 2018, collects an amount exceeding by 5% the amount necessary to pay a) the amount of the annual compensation set forth in section 4.1, including the applicable interest, administrative costs and penalties, if any, b) the costs of Recyc-Québec and c) the costs of RecycleMédias, RecycleMédias shall grant a credit to the prescribed persons who have paid their cash contributions for 2018. This credit shall correspond to the amount collected beyond the excess of 5% and shall be allocated *pro rata* to the cash contributions paid by the prescribed persons.

10.1.3. Notwithstanding the terms of section 6.1.1, in the event that RecycleMédias, for 2018, does not collect, or deems that it will not likely collect, the amount necessary to pay a) the amount of the annual compensation set forth in section 4.1, including the applicable interest, administrative costs and penalties, if any, b) the costs of Recyc-Québec and c) the costs of RecycleMédias, RecycleMédias may require from the prescribed persons the payment of the necessary amount to make up the shortfall. This amount shall be allocated *pro rata* to the cash contributions payable by each prescribed person. In such case, the prescribed persons shall pay the said amount to RecycleMédias within thirty (30) following the submission of an invoice to them for this purpose by RecycleMédias. Chapter 6 of the Schedule shall be applicable to this amount, with the necessary adjustments.

11. Effective date and duration

11.1. Effective date

11.1.1. The Schedule shall come into force on the fifteenth (15th) day after its publication in the *Gazette officielle du Québec*.

11.2. Duration

11.2.1. The Schedule is valid for the obligation year 2018.

Appendix A

Registration of a Prescribed Person

Name of enterprise

Nature of obligation

Address of headquarters and phone number

If the headquarters are not in Québec, address and phone number of the domicile or an establishment in Quebec

Business website

Name and coordinates of the first respondent of the enterprise

Appendix B

Materials Report

Report year

Reference year

The quantity of newspapers marketed in Quebec, in metric tons (distinguishing between those subject to section 5.2 of the Schedule and those which are not, and also distinguishing between paper and other cellulosic fibers, on the one hand, and containers and packaging, on the other hand);

A list of the brands, names and distinguishing guises covered by the prescribed person's materials report;

A list and description of any excluded materials that were omitted from the prescribed person's materials report;

A statement certifying that the content of the prescribed person's materials report is true and accurate;

A list of the digital products that the prescribed person has and offers throughout 2018;

Notwithstanding the foregoing, as stipulated in section 7.6.1 of the Schedule RecycleMédias reserves the right to ask for any additional information that was used in preparing this report.

Gouvernement du Québec

O.C. 917-2018, 3 July 2018

Environment Quality Act
(chapter Q-2)

Replacement of Éco Entreprises Québec's schedule of contributions payable for 2018 for the "containers and packaging" and "printed matter" classes

WHEREAS, under section 53.31.1 of the Environment Quality Act (chapter Q-2), the persons referred to in subparagraph 6 of the first paragraph of section 53.30 of the Act are required, to the extent and on the conditions set out in subdivision 4.1 of Division VII of Chapter IV of the Act, to compensate the municipalities and the Native communities, represented by their band councils, for the services provided by the municipalities or communities to ensure that the materials designated by the Government under section 53.31.2 of the Act are recovered and reclaimed;

WHEREAS Éco Entreprises Québec is a body certified by RECYC-QUÉBEC for the "containers and packaging" and "printed matter" classes to represent the persons subject to an obligation of compensation under subdivision 4.1 of Division VII of Chapter IV of the Act;

WHEREAS, under the first paragraph of section 53.31.12 of the Act, a certified body must remit to RECYC-QUÉBEC, in trust, the amount of the compensation owed to the municipalities;

WHEREAS, under the first paragraph of section 53.31.13 of the Act, a certified body may collect from its members and from persons who, without being members, carry on activities similar to those carried on by the members where the designated materials or classes of materials are concerned, the contributions necessary to remit the full amount of compensation, including any interest or other applicable penalties, and to indemnify the body for its management costs and other expenses incidental to the compensation regime;

WHEREAS, under the first paragraph of section 53.31.14 of the Act, the contributions payable must be established on the basis of a schedule of contributions that has been the subject of a special consultation of the persons concerned;

WHEREAS Éco Entreprises Québec conducted such a consultation before determining the schedule of contributions applicable for 2018 for the "containers and packaging" and "printed matter" classes;

WHEREAS, under the third paragraph of section 53.31.14 of the Act, the schedule of contributions may provide for exemptions or exclusions and specify the terms according to which the contributions are to be paid to the certified body;

WHEREAS, under the fifth paragraph of section 53.31.14 of the Act, the schedule of contributions must be submitted to the Government, which may approve it with or without modification;

WHEREAS, under the second paragraph of section 53.31.15 of the Act, RECYC-QUÉBEC must give its opinion to the Government on the schedule of contributions proposed;

WHEREAS RECYC-QUÉBEC has given a favourable opinion on the 2018 schedule of contributions established by Éco Entreprises Québec, subject to certain amendments being made to it, for the "containers and packaging" and "printed matter" classes;

WHEREAS amendments have been made to the Schedule established by Éco Entreprises Québec;

WHEREAS the Government approved Éco Entreprises Québec's schedule of contributions payable for 2018 for the "containers and packaging" and "printed matter" classes by Order in Council 797-2018 dated 20 June 2018;

WHEREAS errors were found in Schedule A of the version of the contributions approved by the Government;

WHEREAS it is expedient to approve Éco Entreprises Québec's amended schedule of contributions payable for 2018 for the "containers and packaging" and "printed matter" classes, which replaces the contributions approved by Order in Council 797-2018 dated 20 June 2018;

WHEREAS, under Order in Council 135-2007 dated 14 February 2007, the Regulations Act (chapter R-18.1) does not apply to the proposed schedules or schedules of contributions established under section 53.31.14 of the Environment Quality Act;

IT IS ORDERED, therefore, on the recommendation of the Minister of Sustainable Development, the Environment and the Fight Against Climate Change:

THAT the amended schedule of contributions established by Éco Entreprises Québec for 2018, attached to this Order in Council and entitled 2018 Schedule of contributions for the “containers and packaging” and “printed matter” classes, be approved;

THAT the amended schedule replace the schedule established by Éco Entreprises Québec approved by Order in Council 797-2018 dated 20 June 2018.

ANDRÉ FORTIER,
Clerk of the Conseil exécutif

2018

Schedule of Contributions for "Containers and Packaging" and "Printed Matter" Classes

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PREAMBLE

The *Environment Quality Act* (chapter Q-2) (the "**Act**") contains provisions with respect to the compensation to municipalities and Native communities for the services that the latter offer to ensure the recovery and reclaiming of residual materials designated in the *Regulation respecting compensation for municipal services provided to recover and reclaim residual materials* (chapter Q-2, r.10) (the "**Regulation**"). This Regulation specifies the basic principles and main orientations regarding the contribution of enterprises to the financing of recycling services.

Pursuant to section 53.31.12 of the Act, a body certified by the Société québécoise de récupération et de recyclage shall remit to same Société the amount of the monetary compensation owed to municipalities. In order to fulfill this obligation, the certified body may, pursuant to section 53.31.13 of the Act, collect from its members and from persons who or which, without being members, carry on similar activities to those carried on by the members in relation to the designated materials or classes of materials, the contributions necessary to remit a) the amount of compensation determined by the Société québécoise de récupération et de recyclage, including the interests and applicable penalties, as the case may be, b) the amount necessary to indemnify the certified body for its management costs and other expenses related to the compensation regime, as well as, c) the amount payable to the Société québécoise de récupération et de recyclage as per section 53.31.18 of the Act.

From this approach, the certified body also has the responsibility, pursuant to section 53.31.14, to prepare and propose a schedule that may cover up to a period of three years and in conformity with the objectives of the Act. The proposed rules in this schedule must be approved by the Government, and are afterwards published in the *Gazette officielle du Québec*.

It is in this context that Éco Entreprises Québec (ÉEQ) was recertified on December 16, 2016, to represent persons having an obligation to compensate for the "containers and packaging" and "printed matter" classes of materials, and collect from the latter the monetary compensations that will be remitted to municipalities.

The Act dictates a number of requirements guiding ÉEQ's actions in the preparation of the Contribution Table for the enterprises, which are:

- The payable contributions must be established on the basis of a schedule that has been the subject of a special consultation with the "Targeted Persons";
- The criteria taken into account to determine the schedule must evolve over the years in order to foster the accountability of the various classes of Targeted Persons in regards to the environmental consequences of the products they manufacture, market, distribute or commercialise or the materials they otherwise generate, having regard to the content of recycled materials, the nature of materials used, the volume of residual materials produced and their potential for recovery, recycling and/or other forms of reclamation.

As for the Regulation, it specifies various aspects of the Act; more particularly, it specifies the minimal framework applicable to the schedule, namely by establishing certain exemptions that will benefit certain persons in respect of certain materials or, conversely, by targeting persons that solely may be required to pay contributions in respect of certain materials, as stipulated in the third (3rd) paragraph of section 1 of the Regulation.

Section 53.31.14 of the Act states that the schedule may provide for exemptions and exclusions and may specify the terms according to which the contributions are to be paid to ÉEQ.

The schedule prepared and proposed by ÉEQ has been drafted in a way to include all the elements enabling a person to determine its liability, to understand the scope of its obligations and to determine the amount of the payable contribution. In order to reach all those clarity and conciseness goals in a sole document, ÉEQ has reproduced certain provisions of the Act and the Regulation and also proposes a section covering the definitions of certain terms used.

With the same concern for clarity, ÉEQ proposes explanations to targeted persons that are available on its website at www.eeq.ca.

ÉEQ favours alternative modes of dispute resolution, particularly arbitration, with respect to the quantity or type of materials that must be taken into account in the report to be submitted. In this context, the procedural rules favoured by ÉEQ are those found in the administrative guide entitled *Mediation and Arbitration Rules* that are available on its website at www.eeq.ca.

During the time where ÉEQ is in possession of information that has been transmitted to it in the scope of the compensation regime, ÉEQ shall see to it that all agreed upon means are put in place to ensure the safety and confidentiality, and ensure the respect of all other obligations provided for by the applicable laws pertaining to the confidentiality and conservation of this information.

The document hereafter constitutes the 2018 Schedule for "Containers and Packaging" and "Printed Matter" Classes (the "Schedule") proposed by ÉEQ for approval by the government.

1. DEFINITIONS

1.1 DEFINITIONS

In the Schedule, unless the context indicates otherwise, the following words and expressions mean or refer to:

- a) "Obligation Year": year for which a Targeted Person is required to pay the payable contribution established on the basis of the Materials it marketed during the Reference Year defined in the Schedule;
- b) "Reference Year": time period from January 1 to December 31 of a calendar year for which a Targeted Person must submit the quantities of Materials for the establishment of the payable contribution related to the corresponding Obligation Year;
- c) "Classes of Materials": two (2) of the three (3) classes of materials targeted by the Compensation Regime, specifically "containers and packaging" and "printed matter" that are marketed in Québec and for which, for the purposes of the contribution, exclusions are prescribed under Chapter 3 of the Schedule;
- d) "Ultimate Consumer": the ultimate recipient or ultimate user of a product or a service;
- e) "Retailer": means a person whose principal activity consists in the operation of one or several retail outlet(s) intended for an ultimate consumer;
- f) "Establishment": a physical place wherein takes place, by one or many persons, an organized economic activity, whether or not it is commercial in nature, consisting in the production of goods, their administration or their alienation, or in the provision of services. Any place described in Appendix B of the Schedule is deemed to constitute an establishment;
- g) "Newspapers": one (1) of the three (3) classes of material also stipulated in the *Regulation*, but not targeted by the Schedule, and represented by RecycleMédias;

- h) "Act": the *Environment Quality Act* (chapter Q-2), as amended from time to time;
- i) "Materials": containers, packaging, or printed matter included in a Class of Materials and that are listed in Appendix A, column 3 of the Table found in the Schedule;
- j) "Brand": means a mark that is used by a person for the purpose of distinguishing or so as to distinguish products or services manufactured, sold, leased, hired or performed by the person from those manufactured, sold, leased, hired or performed by others, but does not include a certification mark within the meaning of section 2 of the *Trade-marks Act*, (R.S.C. 1985, c. T-13);
- k) "Name": means the name under which any business is carried on, whether or not it is the name of a legal person, a partnership or an individual;
- l) "Targeted Person": a natural person, partnership, cooperative or a legal person other than a municipality obligated by the Compensation Regime and subject, for the purposes of the payable contribution, to exemptions and other terms prescribed under Chapter 2 of the Schedule;
- m) "First Supplier": means a person who has a domicile or an establishment in Québec and is the first to take title, or possession, or control, in Québec, of a printed matter designated by the Schedule or a product whose container or packaging is designated by the Schedule;
- n) "Product": material good intended for an ultimate consumer, whether directly or indirectly sold or provided otherwise;
- o) "Compensation Regime": the compensation regime prescribed by Chapter IV, Division VII, subdivision 4.1 of the Act and by the Regulation, as amended from time to time;

- p) "Regulation": *The Regulation respecting compensation for municipal services provided to recover and reclaim residual materials* (chapter Q-2, r.10);
- q) "Service": service that is not a material good and that is intended for an ultimate consumer, whether it is sold or otherwise provided, either directly or indirectly;
- r) "Distinguishing Guise": means the shaping of containers or packaging, the appearance of which is used by a person for the purpose of distinguishing or so as to distinguish products manufactured, sold, leased, hired or performed by the person from those manufactured, sold, leased, hired or performed by others.

2. DESIGNATION OF PERSONS SUBJECT TO PAYING A CONTRIBUTION

2.1 TARGETED PERSONS

2.1.1 The persons referred to in sections 3 and 6 of the Regulation, that are the owners of a Brand, a Name or a Distinguishing Guise are the only ones who may be required to pay a contribution for:

- 1° Containers and packaging used for commercialising or marketing a Product or Service in Québec under that Brand, Name or Distinguishing Guise;
- 2° Containers and packaging identified by that Brand, Name or Distinguishing Guise;
- 3° Containers and packaging intended for a single or short-term use and designed to contain, protect or wrap products, such as storage bags, wrapping paper and paper or styrofoam cups;

- 4° Materials included in the printed matter class identified by that Brand, Name or Distinguishing Guise.

When a Product or a Service, a container, a packaging or a printed matter, that is mentioned in the first paragraph, is identified by more than one Brand, Name or Distinguishing Guise having different owners, the Targeted Person is the owner of the Brand, Name or Distinguishing Guise that is the most closely related to the production of the Product or the Service, the container, the packaging or the printed matter.

- 2.1.2 If the owner has no domicile or establishment in Québec, the payment of the contribution can then be required from the First Supplier in Québec of the Products or the Services, or the containers and packaging or of the printed matter, other than the manufacturer, whether or not that supplier is the importer.

When the First Supplier in Quebec is operating a retail outlet that is supplied or operated as a franchise or a chain of establishments, under a banner name or as part of another similar form of affiliation or group of businesses or establishments, the payment of the contribution can then be required from the franchisor, the owner of the chain, banner or group in question, or if they have no domicile or establishment in Québec, from their representative in Québec.

- 2.1.3 The following special rules apply in respect of containers or packaging added at retail outlets, whether or not the containers or packaging are subject to section 2.1.1 of the Schedule, paragraphs 1, 2 and 3, and section 2.1.2 of the Schedule:

- 1° The payment of a contribution may not be required from the manufacturer of such containers and packaging nor, subject to paragraphs 2 and 3, from the person who added such containers or packaging at the retail outlet;

- 2° Where a retail outlet is supplied or operated as a franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments, the contribution for containers or packaging added at the retail outlet is payable by the franchisor, owner of the chain, banner or group, as the case may be, or if the franchisor, owner of the chain, banner or group has no domicile or establishment in Québec, by their representative in Québec, or where there is no representative, by the retailer.

- 3° When a retail outlet which has equal to or superior to 929m² of total floor area, is not operated as a franchise, a chain, a banner, or as part of another similar form of affiliation or group of businesses or establishments, the contributions for containers and packaging added at this sole retail outlet are payable by its owner or, if the owner has no domicile or establishment in Québec, by its representative in Québec.

2.1.4 The Targeted Person who has a right of ownership in the Brand, Name or Distinguishing Guise and who sells, transfers or otherwise assigns to another person said right, during the Reference Year, remains, with the other person, fully and solidarily liable for the payable contribution amount up to the transfer date.

2.1.5 In the event of a total or partial sale, transfer or assignment of an enterprise, during the Reference Year, involving a Targeted Person who may notably be a franchisor, an owner of a chain, banner or group, or a First Supplier to another person, the parties involved in this transaction remain fully and solidarily liable for the payable contribution amount up to the transfer date.

2.1.6 Are also Targeted Persons, those persons that have no retail outlet in Québec and whose products are commercialised or whose services are offered in Quebec through E-commerce. These persons cannot be exempted from paying a contribution under section 2.2.2, paragraph 3.

2.2 EXEMPTED PERSONS

2.2.1 In accordance with section 5 of the Regulation, the persons mentioned therein are exempt from paying a contribution for those containers and packaging for which they already have obligations to ensure the recovery and reclamation of said materials.

1° Persons who are already required under a regulation made under the Act to take measures or contribute financially towards measures to recover or reclaim certain containers or packaging;

2° Persons already required under a consignment system recognized under Québec law to take measures or contribute financially towards measures to recover or reclaim containers or packaging targeted by this system, such as beer and soft drink non-refillable containers;

3° Persons who are able to establish that they participate directly in another system to recover and reclaim containers or packaging that operates on an established and regular basis in Québec, such as the program for the recovery of refillable beer bottles existing on November 24, 2004.

2.2.2 Are also exempt from paying a contribution in regard to containers and packaging and printed matter:

1° The Targeted Persons subject to sections 2.1.1 and 2.1.2 of the Schedule whose gross sales, receipts, revenues or other inflows for Products marketed in Québec or Services provided in Québec were less than or equal to \$1,000,000 or who marketed in Québec one or more Materials of which the total weight of the Materials or group of Materials is less than or equal to one (1) metric ton;

2° The Targeted Persons subject to section 2.1.3, paragraphs 2° or 3° of the Schedule whose gross

sales, receipts, revenues or other inflows for Products marketed in Québec or Services provided in Québec were less than or equal to \$1,000,000 or who marketed in Québec one or more Materials of which the total weight of the Materials or group of Materials is less than or equal to one (1) metric ton;

In order to determine the gross sales, receipts, revenues or other inflows in Québec or the total weight of these Materials or group of Materials, the Targeted Persons who are subject to section 2.1.3, paragraphs 2 or 3 of the Schedule must take into consideration the combined activities in Québec of all of its retail outlets that are supplied or operated as a franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments;

- 3° The Targeted Persons who are retailers and operate only one retail outlet and which location is not supplied or operated as a franchise or a chain of establishments, under a banner name, or as part of another similar form of affiliation or group of businesses or establishments. However, those Targeted Persons referred to under Section 2.1.3, paragraph 3 of the Schedule, cannot benefit from the present exemption.

2.3 VOLUNTARY CONTRIBUTOR

2.3.1 Éco Entreprises Québec may accept that a third party whose domicile and establishment is outside Québec and who is the owner of a Brand, a Name or a Distinguishing Guise becomes a voluntary contributor, notably if that third party:

- a) is not exempt from paying a contribution pursuant to section 5 of the Regulation or division 2.2 of the Schedule; and
- b) satisfies the conditions set out in the following paragraphs.

2.3.2 Voluntary contributors may only act to fulfill obligations that, according to the Schedule, with regard to their Products and Services, containers and packaging or printed matter, would be the responsibility of the First Supplier, but this does not have the effect of exempting the First Supplier from its obligations under the Schedule.

2.3.3 A third party may be recognized as a voluntary contributor after having entered into an agreement to that effect with Éco Entreprises Québec, which includes, amongst other conditions:

- That it undertakes to assume all of the obligations of a Targeted Person pursuant to the Schedule;
- That it undertakes, in regards to the First Supplier, to fulfill any obligation flowing from the agreement;
- That it undertakes to abide by Québec laws and agrees that lawsuits be instituted in the Province of Québec, according to Québec laws.

The third party who has entered into such an agreement is deemed to be a Targeted Person pursuant to the Regulation and the Schedule.

2.3.4 Éco Entreprises Québec may decide to enter into the agreement provided under section 2.3.3 of the Schedule with a third party, whose domicile or establishment is outside Québec, and, while not being owner of a Brand, a Name or a Distinguishing Guise, is its main distributor in Québec. Section 2.3.2 of the Schedule applies equally to this third party.

2.3.5 The First Supplier and the voluntary contributor are solidarily liable for the obligations they are subject to pursuant to the Schedule.

2.4 PUBLICATION OF THE NAMES OF TARGETED PERSONS

2.4.1 Éco Entreprises Québec can make a list available including the names of any person who has fulfilled the obligations of division 5.1 of the Schedule, and has consented to such disclosure.

3. DESIGNATION OF CLASSES OF MATERIALS REQUIRING A CONTRIBUTION AND EXCLUSIONS TO THE SCHEDULE

3.1 "CONTAINERS AND PACKAGING": GENERAL DEFINITION

3.1.1 Pursuant to section 2 of the Regulation, the "containers and packaging" Class of Materials includes all flexible or rigid material, for example paper, carton, plastic, glass or metal, and any combination of such materials that, as the case may be:

- a) is used to contain, protect, wrap or notably present products at any stage in the movement of the product from the producer to the Ultimate Consumer;
- b) is intended for a single or short-term use and designed to contain, protect or wrap products, such as storage bags, wrapping paper and paper or styrofoam cups.

3.2 "CONTAINERS AND PACKAGING" INCLUDED IN THE PAYABLE CONTRIBUTION

3.2.1 The containers and packaging listed in Appendix A, as well as the containers and packaging given out free of charge as Products, must be included in the establishment of the payable contribution.

3.3 "CONTAINERS AND PACKAGING" EXCLUDED FROM THE PAYABLE CONTRIBUTION

3.3.1 The following containers and packaging are excluded from the establishment of the payable contribution:

- a) Containers and packaging whose Ultimate Consumer is an industrial, commercial or institutional establishment;
- b) Containers and packaging whose Ultimate Consumer is an agricultural establishment, notably rigid containers of pesticides for agriculture use approved by the Pest Management Regulatory Agency and rigid containers of fertilizers approved by the Canadian Food Inspection Agency subject to the programs enacted by CleanFARMS/AgriRECUP;

- c) The pallets, tertiary or transport packaging, designed to facilitate the handling and transport of a number of sales units or bundled packaging conceived in order to prevent physical handling and transport damage.

However, containers and packaging that are likely to be used not only for such transportation but also for delivery of products directly to the Ultimate Consumer, including paper, carton, polystyrene protection or plastic film, remain covered and must consequently be included in the establishment of the payable contribution;

- d) Containers and packaging sold as products which are implicitly meant to contain or package materials other than those designated by the compensation regime, such as household waste, organic compost and biomedical waste;
- e) Long-life containers or packaging: are considered as such containers or packaging designed to accompany, protect or store a Product throughout its life when the Product is designed to last for five (5) years or more.
- f) Containers or packaging accompanying a Product intended solely to be used or consumed by an Ultimate Consumer at the site of distribution or sale of the Product when such containers or packaging are taken into charge on that same site. As an example, but not limited to, such excluded containers and packaging are those accompanying food in a restaurant, but not those accompanying drive-thru and take-out orders.

3.4 "PRINTED MATTER": GENERAL DEFINITION

- 3.4.1 Pursuant to section 2 of the Regulation, the "printed matter" Class of Materials includes paper and other cellulosic fibres, whether or not they are used as a medium for text or images.

3.5 "PRINTED MATTER" INCLUDED IN THE PAYABLE CONTRIBUTION

- 3.5.1 The printed matter notably listed in Appendix A, as well as the papers and other cellulosic fibres given out free of charge as Products, such as calendars and greeting cards, must be included in the establishment of the payable contribution.

Materials that can be identified by a Brand, a Name or a Distinguishing Guise are considered as printed matter that should be included in the establishment of the payable contribution.

3.6 "PRINTED MATTER" EXCLUDED FROM THE PAYABLE CONTRIBUTION

3.6.1 The following printed matter are excluded from the payable contribution:

- a) Printed matter whose Ultimate Consumer is an industrial, commercial or institutional establishment;
- b) Books as well as materials included in the "Newspapers" Class of Materials;
- c) Printed matter already included in the "containers and packaging" Class of Materials;
- d) Printed matter serving as personal identification documents, official documents or that contain personal information, such as birth certificates, passports and medical records;
- e) Printed matter generated while providing a Service or accompanying a Product intended solely to be used or consumed by an Ultimate Consumer at the site of distribution or sale of the Service or the Product when such printed matter is taken into charge on that same site.

4. DETERMINATION OF THE CONTRIBUTION AMOUNT AND PAYMENT

4.1 PAYABLE CONTRIBUTION AND REFERENCE YEAR FOR THE CALCULATION OF THE CONTRIBUTION

4.1.1 For the Obligation Year 2018:

- a) A Targeted Person that marketed Materials in the course of the year 2017 must pay a contribution for the Obligation Year 2018;

b) For the purpose of calculating the payable contribution for the Obligation Year 2018, the Materials that must be considered are those marketed in Québec from January 1st, 2017, to December 31st, 2017, inclusively, which year constitutes the Reference Year.

4.1.2 The contribution amount payable by a Targeted Person due for the Obligation Year 2018 is determined by multiplying, for each Material, the quantity in kilograms that is marketed in Québec during the Reference Year applicable to this Obligation Year by the rate applicable to that Material pursuant to the applicable Contribution Table for same Obligation Year, annexed in Appendix A of the Schedule, respectively, and then by adding together all of these amounts.

4.1.3 For the purposes of the Schedule, any Targeted Person required to pay a contribution under Chapter 2 of the Schedule is deemed to have marketed Materials.

4.2 LUMP SUM PAYMENT OPTION

4.2.1 Any Targeted Person whose gross sales, receipts, revenues or other inflows for Products marketed or Services provided in Québec for a Reference Year are greater than \$1,000,000 and who has marketed one or more Materials for the same period, with a total weight for such Materials or group of Materials greater than 1 metric ton but less than or equal to 15 metric tons may choose, for the Obligation Year related to the Reference Year, either to pay the contribution established under division 4.1 of the Schedule or opt to pay the lump sum payment set out as follows:

a) When the total weight of the Materials or group of Materials is less than or equal to 2.5 metric tons, the lump sum payable contribution is established at \$420;

b) When the total weight of the Materials or group of Materials is more than 2.5 metric tons but less than or equal to 5 metric tons, the lump sum payable contribution is established at \$890;

- c) When the total weight of the Materials or group of Materials is more than 5 metric tons but less than or equal to 10 metric tons, the lump sum payable contribution is established at \$1,775;
- d) When the total weight of the Materials or group of Materials is more than 10 metric tons but less than or equal to 15 metric tons, the lump sum payable contribution is established at \$2,965.

Alternatively, when the Targeted Person's gross sales, receipts, revenues or other inflows for the Products marketed or Services provided in Québec for a Reference Year are greater than \$1,000,000 but equal to or less than \$2,000,000, it may choose to pay the lump sum payable contribution established at \$2,965.

In order to determine the gross sales, receipts, revenues or other inflows in Québec or the total weight for the Material or group of Materials, the Targeted Person subject to section 2.1.3, paragraphs 2 or 3 of the Schedule must take into consideration the combined activities in Québec of all its retail outlets that are supplied or operated as a franchise or a chain, under a banner name, or as part of another similar form of affiliation or group of business or establishments.

4.3 DATES OF PAYMENT OF THE CONTRIBUTION

4.3.1 The Targeted Person must pay to Éco Entreprises Québec the amount of the payable contribution as determined pursuant to section 4.1.2 of the Schedule within the delays and according to the terms of payment indicated hereafter:

- 80% of the payable contribution must be paid no later than the last day of the fourth month following the effective date of the Schedule of Contributions;
- The balance of the contribution must be paid no later than the last day of the sixth month following the effective date of the Schedule.

4.3.2 Where the Targeted Person chooses to pay a lump sum pursuant to section 4.2.1 of the Schedule, the Targeted Person must pay 100% of such lump sum no later than the last day of the fourth month following the effective date of the Schedule of Contributions.

4.4 INTEREST, ADMINISTRATION FEES AND RECOVERY AMOUNT

- 4.4.1 Under reserve of any additional amount required to be paid as the contribution owed as per a revised invoice, any part of the payable contribution owed by the Targeted Person that has not been paid to Éco Entreprises Québec in the period fixed under section 4.3.1 or 4.3.2 of the Schedule, and pursuant to the payment terms provided for at division 4.5 of the Schedule, will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and this in conformity with section 53.31.16 of the Act. The interest is calculated daily on the amount owed from the date at which this part of the contribution must be paid until the date of payment, at the rate mentioned hereabove. Any change in the rate will immediately bring a change to the payable interest rate pursuant to the present section.

However, the daily interest calculated between the date the invoice is issued pursuant to the Schedule and the date of payment are cancelled if the amount required by this invoice is paid at the latest thirty (30) days following the date the invoice was issued.

- 4.4.2 Under reserve of any additional amount required to be paid in the contribution owed as per a revised invoice, any Targeted Person who has not paid a part of the payable contribution in a delay of ninety (90) days following the date at which said part of the contribution is due pursuant to section 4.3.1 or 4.3.2 of the Schedule, must pay, in addition to the interest required under section 4.4.1 of the Schedule, the administrative fees equivalent to 10% of the part of the payable contribution owed in order to compensate Éco Entreprises Québec for its administrative costs incurred.

When a Targeted Person makes the written request and Éco Entreprises Québec only had to undertake minor administrative measures to claim a sum owed under the terms of the Schedule, a 50% reduction of the administrative fees that are due under the first paragraph may be applied.

The Targeted Persons that are subject to division 4.2 of the Schedule who have not been the object of any recovery measures by Éco Entreprises Québec under section 5.2.2 of the Schedule and who, voluntarily and in conformity with division 5.1 of the Schedule, register with Éco Entreprises Québec and submit a Materials Report to it, may be admissible to a credit equivalent to 100% of the administrative fees that are owed under the first paragraph upon the receipt of a written request.

- 4.4.3 Pursuant to section 53.31.16 of the Act, where Éco Entreprises Québec commences a legal recourse to claim a sum it is owed, it may claim an amount equal to 20% of that sum.

4.5 PLACE AND METHOD OF PAYMENT

- 4.5.1 Any payment made according to the Schedule must be in Canadian legal currency.
- 4.5.2 Any payment owed according to the Schedule may be made by cheque, pre-authorized debit, wire transfer or a centralized payment service.

In the event the payment is made by way of a wire transfer or by a centralized payment service, a written notice to that effect must be submitted to Éco Entreprises Québec. If such notice is not forwarded, Éco Entreprises Québec is exonerated from any liability if the amount of the payment is not applied.

5. REGISTRATION AND REPORTING BY TARGETED PERSONS

5.1 REGISTRATION AND REPORTING BY TARGETED PERSONS

- 5.1.1 All Targeted Persons must register with Éco Entreprises Québec in conformity with the procedure set out in section 5.1.5 of the Schedule.

- 5.1.2 As per the procedure set out in section 5.1.5 of the Schedule, every Targeted Person must also submit a report of the Materials it marketed in order to establish its payable contribution according to Chapter 4, by submitting notably the following data and information to Éco Entreprises Québec:
- a) A description of the methodology and data used to prepare the Targeted Person's Materials report;
 - b) A description of the Materials excluded from the Materials report used to establish the Targeted Person's payable contribution;
 - c) A description of deducted Materials from the Targeted Person's Materials report, as well as, the number of kilograms or the percentage applied according to the type of Material;
 - d) A description of the containers, packaging and printed matter that the Targeted Person marketed and that are not mentioned in the Materials report, as well as, the quantity in kilograms of the marketed containers, packaging and printed matter;
 - e) A list of Brands, Names and Distinguishing Guises that are covered in the Targeted Person's Materials report;
 - f) A declaration as to the truthfulness of the information contained in the Targeted Person's Materials report.
- 5.1.3 A Targeted Person must register and submit its Materials report for the 2018 Obligation Year.
- 5.1.4 A Targeted Person must register and submit the Materials report at the latest ninety (90) days following the effective date of the Schedule.
- 5.1.5 The registration and Materials report must be transmitted to Éco Entreprises Québec electronically. This must be done by using the forms that are provided to this effect in the registration and reporting interfaces that are available on Éco Entreprises Québec's website at www.eeq.ca, all according to the submission procedures described on the site.

5.2 BILLING, CREDITS AND REIMBURSEMENT

- 5.2.1 Upon receipt of the Materials report from the Targeted Person, Éco Entreprises Québec sends by e-mail to the Targeted Person who submitted the report one (1) or two (2) invoice(s) for the payable contribution, which is established based on the information contained in the Materials report, and in relation to the type of contribution established pursuant to sections 4.3.1 or 4.3.2 of the Schedule, as the case may be.

The present section cannot, however, be interpreted as exonerating the Targeted Person from paying the contribution within the delays stipulated in division 4.3 of the Schedule.

The present section also cannot be interpreted as denying Éco Entreprises Québec its right to review said Materials report and to send an imposed invoice or a revised invoice pursuant to sections 5.2.2, 5.2.3 and 5.2.4 of the Schedule.

- 5.2.2 Any failure to register, any failure to submit the Materials report and the submission of an incomplete, late, erroneous or fraudulent Materials report gives rise to the possibility that Éco Entreprises Québec, at any time, may impose the amount of the contribution payable by means of an estimate based on all elements in its possession, notably based on the installations or activities of the Targeted Person, or by way of a recognized fixed-price estimate method. These elements or methods remain confidential if Éco Entreprises Québec uses personal information concerning a Targeted Person to establish the imposed invoice. In this case, Éco Entreprises Québec cannot be compelled to reveal these elements or methods. This imposed invoice is presumed valid and if it is contested, it belongs to the Targeted Person to establish that the invoice is ill-founded.

This imposed invoice includes interest and the administrative fees established pursuant to sections 4.4.1 and 4.4.2 of the Schedule. Despite any contestation, any amount owed under the imposed invoice must be paid in the thirty (30) days of it being issued.

In the event that the Targeted Person subject to the first paragraph has previously been sent an imposed invoice under the terms of one or more previous Schedules, Éco Entreprises Québec may require payment of an amount equivalent to an increase of, at most 20% of the payable contribution established in conformity with the first paragraph.

- 5.2.3 Éco Entreprises Québec can, within a delay of three (3) years following the date when the Targeted Person submits the Materials report, review the Materials report submitted by the Targeted Person and require that the Targeted Person provide the necessary documentation to said report within a delay of sixty (60) days. Éco Entreprises Québec can also decide to make the necessary corrections after having informed the Targeted Person. Following these corrections, a revised invoice of the payable contribution is sent to the Targeted Person. This revised invoice is presumed valid and if it is contested, it belongs to the Targeted Person to establish that it is ill-founded.

Despite any contestation, the additional sum required to be paid for the contribution as indicated in the revised invoice must be paid by the Targeted Person to Éco Entreprises Québec within a delay of thirty (30) days following the issuance of this invoice.

The amount owed will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and this in conformity with section 53.31.16 of the Act. The interest is calculated daily on the unpaid amount of the contribution, starting from the date this amount must be paid until the date of payment, at the rate mentioned here above. Any change to this rate automatically brings a change to the payable interest rate pursuant to the present section.

In addition to interest, any Targeted Person that has not paid the sum required within the delay of ninety (90) days following the date at which this sum is due, must pay fees equivalent to 10% of the sum owed to compensate Éco Entreprises Québec for the administrative fees it incurred.

- 5.2.4 In the event that a Targeted Person believes that it has grounds that could justify a revision of its Materials report by Éco Entreprises Québec, it must submit this amended Materials report to Éco Entreprises Québec for approval, within a period of one (1) year following the deadline provided for at section 5.1.4 of the Schedule for the submission of the Materials report, failing which its claim is forfeited. This predetermined time limit is of two (2) years when the amended Materials report seeks to correct a situation where more than one Targeted Person has submitted a Materials report relating to the same Material(s), which resulted in duplicate reports. All relevant documents and information allowing Éco Entreprises Québec to proceed with a complete analysis and to render an enlightened decision must be filed in the same delay. If Éco Entreprises Québec approves in all or in part the said amended Materials report, a revised invoice of the payable contribution is then transmitted to the Targeted Person. This revised invoice is presumed valid and where it is contested, it belongs to the Targeted Person to establish that it is ill-founded.

If, within a delay of one (1) year following the delay established in section 5.1.4 of the Schedule, a Targeted Person submits more than one amended Materials report to Éco Entreprises Québec for approval, said person is subject to pay administration fees corresponding to the greatest amount between \$250 and 5% of the difference between the contribution indicated in the latest filed and revised report approved by Éco Entreprises Québec and the contribution indicated in the amended report, for a maximum of \$25,000, and this before Éco Entreprises Québec undertakes any study of the amended Materials report.

When, after filing an amended Materials report as indicated in the second paragraph of this section that Éco Entreprises Québec approves, a Targeted Person must pay a higher contribution than that of the previously accepted revised Materials report, Éco Entreprises Québec may renounce to the Targeted Person paying the administration fees due under the second paragraph of this section. The amount of administration fees already paid is to be credited to the Targeted Person, as the case may be.

Despite any contestation, the additional amount required to be paid for the contribution as indicated in the revised invoice must be paid by the Targeted Person

to Éco Entreprises Québec within a delay of thirty (30) days following the issuance of this invoice. The amount owed will bear interest at the rate fixed by section 28 of the *Tax Administration Act* (chapter A-6.002), and in conformity with section 53.31.16 of the Act. The interest is calculated daily on the unpaid amount of the contribution, starting from the date this amount must be paid until the date of payment, at the rate mentioned here above. Any change to this rate automatically brings a change to the payable interest rate pursuant to the present section.

In addition to interest, any Targeted Person that has not paid the sum required within the delay of ninety (90) days following the date at which this sum is due, must pay fees equivalent to 10% of the sum owed to compensate Éco Entreprises Québec for the administrative fees it incurred.

- 5.2.5 Once the amended Materials report is approved by Éco Entreprises Québec, and it appears that the Targeted Person paid a contribution that was higher than it should have paid, the amount overpaid is credited to any contribution payable for the following Obligation Year, up to the adjusted contribution amount for the current Obligation Year. Éco Entreprises Québec reimburses the Targeted Person, without interest, any amount exceeding this credit subject to any administration fees owed to Éco Entreprises Québec pursuant to section 5.2.4, paragraph 2.
- 5.2.6 A Targeted Person to whom an imposed or revised invoice has been sent may attempt to arrive at an agreement with Éco Entreprises Québec pursuant to Chapter 6 of the Schedule if the dispute relates to the quantity or the qualification of Materials that should have been taken into account in the Materials report. This process does not exempt, however, the Targeted Person from their obligation to pay the amount indicated in the imposed invoice in the period indicated at section 5.2.2 of the Schedule, or the additional sum required to be paid as a contribution indicated in the revised invoice within the delay indicated at section 5.2.3 or 5.2.4, as the case may be. In the event where an agreement is reached and results in an overage paid, section 5.2.5 of the Schedule applies with any necessary adjustments.

- 5.2.7 Following a request submitted by a Targeted Person and approved by Éco Entreprises Québec, Éco Entreprises Québec reimburses, without any interest, any contribution or any part of a contribution paid by a person whom has opted to pay a lump sum pursuant to section 4.2.1 of the Schedule and for whom it was later determined not to be a Targeted Person under the Schedule.

5.3 VERIFICATION AND CONSERVATION OF FILES

- 5.3.1 Éco Entreprises Québec reserves the right to require, from any Targeted Person, as well as, any person whom Éco Entreprises Québec has reasonable grounds to believe is a Targeted Person, the books, registries, accounting documents and any other documents deemed necessary by Éco Entreprises Québec in order to establish the payable contribution by this person.

Any person to whom such a request is made must render this information available to be consulted and photocopied by Éco Entreprises Québec, during normal business hours, no later than sixty (60) days following the receipt of a written notice from Éco Entreprises Québec to that effect.

- 5.3.2 Other than the information and documents that the Targeted Person must submit in support of its Materials report, Éco Entreprises Québec reserves the right to require from the said person that it provide, within sixty (60) days following the receipt of a written notice, any supplementary information, such as, a complete list of containers and packaging and printed matter covered by the Schedule, whether or not this information was used in the preparation of the Materials report, the data tables, audit reports, list of declared Brands and list of Brands excluded from the Materials report and the distribution of percentages, which were used by the Targeted Person to complete its Materials report.
- 5.3.3 When a Targeted Person does not provide the information and documents required by Éco Entreprises Québec within the delay set out in sections 5.3.1 or 5.3.2, as the case may be, said person is subject to pay administration fees corresponding to the greatest amount between \$250 and 1% of the contribution owed for the relevant Obligation year following this default, for a maximum amount of \$25,000;

- 5.3.4 Any Targeted Person must keep a record of all documents and any technological or other support used to prepare the Materials report for a period of at least five (5) years from the date that this Materials report is transmitted.

6. DISPUTE RESOLUTION

6.1 PROCEDURE

- 6.1.1 In the case of a dispute between the Targeted Person and Éco Entreprises Québec regarding the quantity or the qualification of the Materials that should have been taken into account in the Materials report following the issuance of an imposed invoice pursuant to section 5.2.2 of the Schedule, or following the issuance of a revised invoice pursuant to section 5.2.3 or 5.2.4 of the Schedule, the Targeted Person and Éco Entreprises Québec will endeavour to resolve the dispute by way of discussions between their respective representatives in the thirty (30) days following the issuance of the invoice.
- 6.1.2 In the event that the dispute cannot be resolved during this period, and if the object of the dispute, excluding the interest, administrative fees and penalties exceeds \$100,000.00, the Targeted Person may notify Éco Entreprises Québec in writing by way of a "Notice of dispute" within sixty (60) days following the issuance of the invoice, indicating therein the grounds for contestation as well as their intention to submit the dispute either to mediation and, in the case of failure, to arbitration, or directly to arbitration. Following receipt of said notice, the parties will either proceed to mediation, and, in the case of failure, to arbitration, or directly to arbitration, as the case may be, in conformity with the procedures of mediation or arbitration adopted by Éco Entreprises Québec that are in effect at the date of the Notice of dispute. These procedures may be consulted on the website of Éco Entreprises Québec www.eeq.ca.

- 6.1.3 By invoking the mediation and/or arbitration procedures provided at section 6.1.2 of the Schedule, the parties exclude any recourse before the common law tribunals, except for provisional measures.

7. ADJUSTMENTS

7.1 ADJUSTMENTS

7.1.1 In the case where, for a particular Class of Materials, Éco Entreprises Québec collects, following the expiry of the twenty-four (24) month period following the date where the balance for the payable contribution is due as prescribed by section 4.3.1 of the Schedule, an amount that exceeds by 4% the required amount to be paid for this Class of Materials, for one (1) year where said amounts become due, a) the amount of the compensation determined by the Société québécoise de récupération et de recyclage, including the interest, administrative fees and applicable penalties, as the case may be, b) the amount necessary to indemnify Éco Entreprises Québec for its management costs and other expenses related to the compensation regime, as well as, c) the amount payable to the Société québécoise de récupération et de recyclage pursuant to section 53.31.18 of the Act (this last amount being identified in the present Chapter, as being the "required amount"), Éco Entreprises Québec issues a credit to Targeted Persons that have paid the contribution for the Obligation Year in which the surplus has accumulated. This credit will correspond to the amount collected above the exceeding 4% and is redistributed pro rata amongst the payable contributions by sub-class of Materials within each class, and then, by pro rata amongst the contributions paid by the Targeted Persons within each sub-class.

7.1.2 In the case where Éco Entreprises Québec does not collect the required amount for a Class of Materials following the expiry of the twenty-four (24) month period following the date where the balance for the payable contribution is due pursuant to section 4.3.1 of the Schedule, Éco Entreprises Québec can require from Targeted Persons for this Class of Materials the amount needed to satisfy the difference. This amount is distributed pro rata amongst the required contributions by a sub-class of Materials within this Class and then, by pro rata amongst the required contributions for each Targeted Person within each sub-class. This amount

must be paid to Éco Entreprises Québec by the Targeted Persons within thirty (30) days following the transmission of an invoice to this effect by Éco Entreprises Québec. The divisions 4.4 and 4.5 of the Schedule are applicable for this amount by making the necessary modifications.

If Éco Entreprises Québec judges that it will most likely not be able to collect the amount necessary for a Class of Materials, at the expiry of a twenty-four (24) month period following the date at which the balance of the payable contribution is payable pursuant to section 4.3.1 of the Schedule, Éco Entreprises Québec can, at any moment, require an amount that it deems necessary to satisfy the difference. This amount is distributed pro rata amongst the required contributions by sub-class of Materials within this Class, and then, pro rata amongst the required contributions to be paid by the Targeted Persons within each sub-class. This amount must be paid to Éco Entreprises Québec by the Targeted Persons within thirty (30) days following the transmission of an invoice to this effect by Éco Entreprises Québec. The divisions 4.4 and 4.5 of the Schedule are applicable to this amount by making the necessary modifications.

8. EFFECTIVE DATE AND DURATION

8.1 EFFECTIVE DATE

The Schedule shall be effective on the day of its publication in the *Gazette officielle du Québec*, which is on July 11, 2018.

8.2 DURATION

The Schedule is valid for the 2018 Obligation Year.

APPENDIX A: 2018 CONTRIBUTION TABLE**Contributions for the period from January 1st through December 31st, 2017¹**

Class of Materials	Sub-class of Materials	Materials	Annualized contributions ¢/kg	Credit for recycled content (Threshold to achieve²)			
Printed matter		• Newsprint inserts and circulars	18,414	80%			
		• Catalogues and publications	26,890	50%			
		• Magazines	26,890	50%			
		• Telephone books	26,890	80%			
		• Paper for general use	26,890	80%			
		• Other printed matter					
Containers and Packaging	Paperboard	• Corrugated cardboard	17,648	n/a			
		• Kraft paper shopping bags	17,648	100 %			
		• Kraft paper packaging	17,648	100 %			
		• Boxboard and other paper packaging	19,396	n/a			
		• Gable-top containers	18,744	n/a			
		• Paper laminants	27,432	100 %			
		• Aseptic containers	22,375	n/a			
	Plastics		• PET bottles	27,441	100 %		
			• HDPE bottles	10,719	100 %		
			• Plastic laminants	44,684	n/a		
			• Plastic HDPE and LDPE films	44,684	n/a		
			• HDPE, LDPE plastic shopping bags	44,684	n/a		
			• Expanded Polystyrene – food packaging	73,544	n/a		
			• Expanded Polystyrene – cushioning packaging	73,544	n/a		
			• Non expanded Polystyrene	73,544	n/a		
			• PET containers	27,441	100 %		
			• PVC, polylactic acid (PLA) and other degradable plastics	73,544	n/a		
			• Other plastics, polymers and polyurethane	27,757	n/a		
			Aluminum		• Food and beverages aluminum containers	16,866	n/a
					• Other aluminum packaging		
	Steel		• Steel aerosol containers	16,891	n/a		
			• Other steel containers				
	Glass		• Clear glass	16,832	n/a		
			• Coloured glass	16,836	n/a		

¹ For the calculation of the contribution for the 2018 Obligation Year, the Targeted Persons must, without fail, for the purposes of the application of Chapters 4 and 5 of the Schedule, declare the materials that were marketed in Québec for the twelve (12) months comprised between January 1st and December 31st of the Reference Year, that is prescribed in division 4.1 of the Schedule.

² A credit of 20% for the payable contribution is granted to Targeted Persons that generate materials of which the percentage (%) of recycled **post-consumer** content reaches or exceeds the established benchmark, when the Materials report is submitted within the prescribed delays. The credit is granted by way of a distinct invoice that is issued in the year following the deadline to submit the Materials report. The **appropriate documentation** to determine the content of **post-consumer** recycled material **must be provided** to Éco Entreprises Québec **before the deadline to pay the contribution**. The content of the recycled material is an element which is taken into consideration when calculating the payable contribution pursuant to section 53.31.14, paragraph 2 of the Act.

APPENDIX B: ESTABLISHMENT IN QUÉBEC

For the purposes of this Appendix, a Targeted Person is referred to as "enterprise".

If an enterprise does not have its head office, which constitutes its domicile, in the Province of Québec, it may still have one or several establishments in the Province.

Here are some non-exhaustive examples provided solely as a guide to assist in determining whether an enterprise has an establishment in Québec for the purposes of the Schedule:

- a) The enterprise indicates an address in Québec in the "Établissements" section of the report it filed with the Registraire des entreprises du Québec or in its corporate bylaws or regulations.
- b) Insurance companies or financial institutions:
An enterprise that offers insurance or financial products in Québec and holds a license issued by the Autorité des marchés financiers ("AMF") is deemed to have an establishment in Québec.
- c) The owner of immovable property in the province:
When an enterprise owns an immovable in Québec, that immovable is presumed to be an establishment.
- d) An enterprise using equipment or machinery in the province:
When an enterprise does not have a fixed place of business in the province, it may still have an establishment at the place where it uses an important quantity of machinery or material for a particular moment within a reference year. Said enterprise is then deemed to have an establishment at such place.
- e) Commercial activities in the province related to raw materials:
When the activities of an enterprise consist of producing, growing, excavating, mining, creating, manufacturing, improving, transforming, preserving or constructing, in full or in part, anything in Québec, whether or not the sale of the thing occurs in Québec or elsewhere, this activity will allow us to conclude that the enterprise possessed an establishment in Québec in the year in which the activity took place.
- f) A representative in Québec:
The establishment of an enterprise signifies a fixed place or a principal place where it carries on business. An establishment also includes an office, a residence, a branch, a mine, a gas or oil well, an agricultural endeavor, a woodlot, a factory, a storage facility or a workshop.

When an enterprise is operated or represented through an employee, an agent or a mandatary who is established at a particular place and has general authority to contract for his employer or mandator, or who possesses an inventory of merchandise belonging to the employer or mandator that is used to regularly fill orders that such employee, agent or mandatary receives, the enterprise is deemed to have an establishment at this place, even if the orders are sometimes placed with a distribution center that is situated outside of Québec.

g) Commission agent, broker, other independent agent or subsidiary:

An enterprise is not deemed to have an establishment by the sole fact that it has a business relationship with someone else through a commission agent, a broker or any other independent agent, or by the fact that it maintains an office or a warehouse for the sole purpose of purchasing merchandise; it will also not be deemed to have an establishment in a place for the sole reason that it controls a subsidiary that itself carries on business in the province.

Attention: A person acting as an “attorney for service” for a legal person that is registered at the Registraire des entreprises du Québec does not constitute an element that would be considered sufficient to determine that the legal person has an establishment in Québec.

103596

Draft Regulations

Draft Regulation

Chartered Professional Accountants Act
(chapter C-48.1)

Comptables professionnels agréés — Cooperation Agreement between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board

Notice is hereby given, in accordance with section 9 of the Chartered Professional Accountants Act (chapter C-48.1), that the Cooperation Agreement between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board may be submitted to the Government for approval, with or without amendment, on the expiry of 45 days following this publication.

The purpose of the Agreement is to establish the conditions that apply to exchanges of information between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board that are necessary for the exercise of the functions of the parties. More specifically, the Agreement defines the nature and scope of the information the parties may exchange concerning inspection, discipline or any inquiry they conduct regarding a professional or a partnership of professionals belonging to the Order. The Agreement avoids duplicating inspections. It also specifies the purpose of the exchange of information and the conditions of confidentiality to be observed, including those pertaining to professional secrecy, and determines how information so obtained may be used.

According to the Order, the Agreement has no financial impact on the public and enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Chantal Roy, Director of legislation and regulations, Ordre des comptables professionnels agréés du Québec, 5, place Ville Marie, bureau 800, Montréal (Québec) H3B 2G2; telephone: 514 288-3256 or 1 800 363-4688; email: croy@cpaquebec.ca.

Any person wishing to comment may submit written comments to Diane Legault, Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be sent

by the Office to the Minister of Justice; they may also be sent to the Order and to interested persons, departments and bodies.

DIANE LEGAULT,
*Chair of the Office des
professions du Québec*

Agreement

COOPERATION AGREEMENT BETWEEN

THE ORDRE DES COMPTABLES
PROFESSIONNELS AGRÉÉS DU QUÉBEC
(«THE ORDRE»)

AND

THE CANADIAN PUBLIC ACCOUNTABILITY
BOARD («CPAB»)

WHEREAS the Ordre carries out a mandate to protect the public in Quebec and, to this end, is entrusted by law with the duty to supervise the practice of the profession by its members, in particular the audit missions of companies by Chartered Professional Accountants;

WHEREAS the mission of CPAB is to contribute to public confidence in the integrity of financial reporting of reporting issuers that are subject to securities regulation in one or more provinces in Canada by promoting high-quality, independent auditing of these companies and, to this end, CPAB develops and implements an oversight program that includes regular and rigorous inspections of accounting firms that audit reporting issuers and agree to take part in the program (the “participating firms”);

WHEREAS Quebec securities regulations require reporting issuers to have the audit report on their financial statements prepared by a participating firm;

WHEREAS the Ordre and CPAB agree to cooperate in Quebec in discharging their respective mandates and responsibilities and, to this end, wish to exchange the information required to carry out their inspection, investigation and monitoring activities in respect of Chartered Professional Accountants and firms providing audit services to reporting issuers, with a view to improve their efficiency and effectiveness and to minimize duplication of efforts;

WHEREAS the Parties wish to preserve their independence in carrying out their respective missions;

WHEREAS the Ordre and CPAB agree to discharge their respective mandates and responsibilities in accordance with the laws of Quebec;

WHEREAS the professional secrecy obligations of Quebec Chartered Professional Accountants are recognized in Quebec's Charter of Human Rights and Freedoms (chapter C-12) of Quebec and the Professional Code (chapter C-26);

WHEREAS under sections 9, 10 and 11 of the Chartered Professional Accountants Act (chapter C-48.1), the Ordre des comptables professionnels agréés du Québec have entered into an agreement of collaboration to exchange information with CPAB and permitting the Chartered Professional Accountants of Quebec to communicate the information despite the professional secrecy to which they are required to respect, which came into force on June 29, 2013, on the 10th day following the publication of Decree No. 610-2013 by the Quebec Government and will end on June 29, 2018;

WHEREAS the Parties wish to enter into an agreement in accordance with this Act, to allow them to exchange information between them and enable Quebec Chartered Professional Accountants to disclose to CPAB information despite the professional secrecy to which they are kept;

WHEREAS the Parties recognize that the information to be transmitted by each of them to the other pursuant to this Agreement is needed solely for the purpose of permitting the receiving Party to execute its independent inspection, discipline, review proceeding, dispute resolution process and any investigation or inquiry functions;

THE PARTIES HERETO AGREE TO THE FOLLOWING PROVISIONS:

SECTION 1 GENERAL PROVISION

The Parties agree that CPAB shall operate in Quebec, in accordance with its rules and by-laws, a program to monitor, inspect and investigate participating firms.

SECTION 2 INSPECTION AND INVESTIGATION

1. The Parties shall strive to coordinate their respective inspections of participating firms. To this end, each Party shall forward to the other its inspection program in respect of the Quebec operations of participating firms, so that each Party can take it into account in preparing its own program. Each Party shall also forward its inspection

schedule and, on a timely basis, inform the other Party of the identification of the audit files that will be inspected. However, such information shall not be sent prior to the completion of the assembly of the final audit file.

2. CPAB shall require that all participating firms notify all of their reporting issuer clients that the audit file of such reporting issuers may be reviewed by CPAB in the course of it carrying out its operations in accordance with its mission. In addition, CPAB shall not, in the course of its inspection and investigation of the Quebec operations of a participating firm, examine the files of any non-reporting issuer clients of such participating firm, and shall not require the disclosure of confidential information relating to any specific non-reporting issuer client without the consent of such non-reporting issuer having been obtained by the participating firm.

3. CPAB agrees to transmit to the Ordre, promptly upon becoming aware of it, any information that appears to reveal a breach of the Ordre's rules of professional conduct.

4. Each Party shall transmit to the other Party, promptly upon becoming aware of it, any information obtained during an inspection or investigation into the competence of a member when such information reveals a serious departure from generally accepted accounting principles, generally accepted auditing standards, assurance standards, applicable independence standards or the general standards of quality control of a participating firm.

5. CPAB shall inform the Ordre of its intention to launch an investigation into a violation of CPAB rules involving a participating firm in Quebec, together with the reasons that would justify such investigation. CPAB shall inform the Ordre of the essential steps involved in the investigation process.

SECTION 3 INSPECTION AND INVESTIGATION REPORTS

1. CPAB shall send the Ordre the final inspection reports and investigation decisions it prepares on the Quebec operations of participating firms and shall provide the Ordre with access to the related working papers.

2. The Ordre shall transmit to CPAB the information contained in the final report on an inspection or an investigation into the competence of a member conducted by the Ordre within a participating firm, where such information deals with the firm's activities in respect of a reporting issuer or with the quality control applied by the firm, and provided that any portion of such information that permits the identification a specific non-reporting issuer client of such firm shall be redacted from the information provided to CPAB. The Ordre shall provide CPAB with access to the working papers related to this information.

3. CPAB shall agree that it does not intend to ask a participating firm to provide to it any inspection or investigation reports produced by the Ordre.

SECTION 4 MEASURES IMPOSED BY THE PARTIES

1. CPAB shall inform the Ordre about the results of an inspection or investigation of a participating firm in regard to its Quebec operations, in particular of any requirement, restriction or sanction CPAB shall impose, or gives notice to a participating firm that it intends to impose, as a result of such participating firm's operations in Quebec. CPAB shall also inform the Ordre about any application for a review proceeding made by a participating firm in respect of such imposition or intended imposition.

2. The Ordre shall inform CPAB about any complaint lodged with the Committee on Discipline of the Ordre, and about any measure taken in respect of a member of a participating firm resulting from an inspection.

3. The Ordre shall inform CPAB about any limitation or suspension of the right to practice imposed on a member of a participating firm, or whether such member has been struck off the membership Roll.

4. The Parties shall agree that each Party is entitled to take any measure it deems useful in exercising its rights or powers, without being required to consider actions taken by the other Party.

SECTION 5 CONFIDENTIALITY

1. The Parties shall agree not to use any confidential information obtained pursuant to this Agreement other than for purposes of carrying out their respective missions, which, in the case of CPAB, it carries out in accordance with its rules and by-laws through inspections, investigations or review proceedings or the imposition of recommendations, requirements, restrictions or sanctions.

2. The Parties shall agree to exchange confidential information only by secure means and to take any measures required to safeguard confidentiality.

Such information may only be disclosed to persons within a Party whose functions or duties include receiving, using or consulting such information.

3. Each Party shall agree to maintain at least the same confidentiality regarding confidential information obtained pursuant to this Agreement as it would for information of the same nature it holds.

More particularly, CPAB shall agree to maintain the same confidentiality regarding confidential information obtained pursuant to this Agreement, as would be required for the Ordre for information obtained or held by the Ordre in the exercise of the powers granted by the Professional Code (chapter C-26).

4. In the event of any demand being received by a Party to disclose any confidential information obtained pursuant to this Agreement, which demand the Party receiving it believes it might be compelled to comply with, the Party receiving the demand shall promptly notify the other Party of the details of the demand and shall cooperate with such other Party in exercising all available rights and remedies.

5. No consent or disclosure pursuant to this Agreement shall be deemed to constitute or authorize the waiver of any confidentiality or privilege granted to such information under applicable laws.

The disclosure pursuant to this Agreement of information protected by the professional secrecy of Chartered Professional Accountants in Québec does not constitute a waiver of such professional secrecy.

Except as otherwise provided for the members of the Ordre in this Agreement or in the Chartered Professional Accountants Act (chapter C-48.1), nothing in this Agreement is intended to or shall limit or restrict any professional secrecy that may exist in respect of information held by a participating firm or a Chartered Professional Accountant.

SECTION 6 MISCELLANEOUS PROVISIONS

1. CPAB shall agree to keep the Ordre informed about any amendments to CPAB's rules and operations that may affect the Ordre in fulfilling its mission among the members of participating firms or the application of this Agreement.

2. The Parties agree that they are separate and independent bodies and are entering into this Agreement solely for the purposes of facilitating their independent operations while meeting the requirements of sections 9, 10 and 11 of the Chartered Professional Accountants Act. Furthermore, the Parties confirm that, after entering into this Agreement, they will continue to be operating independently and neither Party will be acting on behalf of or as agent for the other Party and the documents held by each Party will not be held for the benefit of or on behalf of the other Party.

3. CPAB shall agree to provide information reasonably requested by the Ordre in order to assist the Ordre to prepare its annual report on the implementation of this Agreement.

SECTION 7 FINAL PROVISIONS

1. The Agreement shall be in effect for five years commencing on the date that it comes into force. The Parties shall agree that, at least eighteen months prior to the expiry of the Agreement, they will consult with each other on the advisability of its renewal, with or without amendments.

2. The Parties shall agree that, despite the termination of this Agreement, whatever the cause, they shall remain bound by the obligation of confidentiality and professional secrecy set out herein.

3. The Parties shall consult promptly, at the request of either, concerning any question or difficulty arising as to the interpretation or the application of this Agreement.

4. This Agreement shall come into force after approval of the Government on the date following its second publication in the *Gazette Officielle du Québec*.

5. This Agreement is governed by the laws applicable in Quebec. In the event of a dispute, the courts of the District of Montreal have competent jurisdiction to dispose of the matter.

6. Either Party may, upon a three-month written notice to the other Party, terminate this Agreement, if it is of the opinion that changes made to the rules governing either Party may jeopardize the continued pursuit of the Agreement. Before giving such a notice, a Party must have entered into consultation with the other Party with a view to resolve the concern.

This Agreement is made in French and English, both versions being equally authentic.

SIGNED IN MONTREAL,
ON THIS
26 DAY OF MARCH, 2018

FOR THE ORDRE DES
COMPTABLES PROFESSIONAL
AGRÉÉS DU QUÉBEC

GENEVIÈVE MOTTARD, CPA, CA
Président and Chief Executive Officer

SIGNED IN TORONTO,
ON THIS
28 DAY OF MARCH, 2018

FOR THE CANADIAN
PUBLIC ACCOUNTABILITY
BOARD

Carol A. Paradine, CPA, CA
Chief Executive Officer

Notice

An Act respecting collective agreement decrees
(chapter D-2)

Automotive services industry — Montréal region — Amendment

Notice is hereby given, in accordance with section 5 of the Act respecting collective agreement decrees (chapter D-2), that the Minister responsible for Labour has been petitioned by the contracting parties to amend the Decree respecting the automotive services industry in the Montréal region (chapter D-2, r. 10) and that, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), the draft Decree to amend the Decree respecting the automotive services industry in the Montréal region, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Decree removes the trade of pump attendant, amends certain rules respecting the competency and classification plan and provides for new minimum hourly rates.

Study of the Regulation shows that the amendments will have a moderate impact on small and medium-sized businesses.

Further information may be obtained by contacting Janika Tardif, Policy Development Councillor, Direction des politiques du travail, Ministère du Travail, de l'Emploi et de la Solidarité sociale, 200, chemin Sainte-Foy, 5^e étage, Québec (Québec) G1R 5S1; telephone: 418 644-9471; fax: 418 643-9454; email: janika.tardif@mtess.gouv.qc.ca.

Any person wishing to comment on the draft Decree is requested to submit written comments within the 45-day period to the Deputy Minister for Labour, Employment and Social Solidarity, 425, rue Jacques-Parizeau, 4^e étage, Québec (Québec) G1R 4Z1.

LINE BÉRUBÉ,
*Deputy Minister for Labour,
Employment and Social Solidarity*

Decree to amend the Decree respecting the automotive services industry in the Montréal region

An Act respecting collective agreement decrees
(chapter D-2, ss. 4 and 6.1)

1. The Decree respecting the automotive services industry in the Montréal region (chapter D-2, r. 10) is amended in section 1.01 by striking out paragraph 16.

2. Section 1.02 is amended by replacing “Syndicat national de l’automobile, de l’aérospatiale, du transport et des autres travailleurs et travailleuses du Canada (TCA-Canada), section locale 4511” in paragraph 2 by “Unifor section locale 4511”.

3. Section 3.01 is amended by replacing “, the service attendant and the pump attendant” in paragraph 3 by “and the service attendant”.

4. Section 4.03 is amended by striking out “for pump attendants and”.

5. Section 9.01 is replaced by the following:

“**9.01.** The minimum hourly wage rates are as follows:

Trades	<i>As of (insert the date of coming into force of this Decree)</i>	<i>As of (insert the date that occurs 1 year after the date of coming into force of this Decree)</i>	<i>As of (insert the date that occurs 2 years after the date of coming into force of this Decree)</i>	<i>As of (insert the date that occurs 3 years after the date of coming into force of this Decree)</i>
Apprentice				
1st year	\$13.10	\$13.43	\$13.77	\$14.11
2nd year	\$14.20	\$14.55	\$14.91	\$15.29
3rd year	\$15.48	\$15.86	\$16.26	\$16.67
Journeyman				
First class	\$23.01	\$23.58	\$24.17	\$24.77
Second class	\$19.96	\$20.46	\$20.97	\$21.50
Third class	\$18.48	\$18.94	\$19.42	\$19.90
Parts clerk				
Level A	\$17.09	\$17.51	\$17.95	\$18.40
Level B	\$16.10	\$16.51	\$16.92	\$17.34
Level C	\$14.39	\$14.75	\$15.12	\$15.50
Level D	\$13.86	\$14.20	\$14.56	\$14.92
Messenger				
Level A*				
Level B**				
Dismantler				
1st grade	\$12.35	\$12.66	\$12.98	\$13.30
2nd grade	\$13.14	\$13.47	\$13.81	\$14.15
3rd grade	\$14.26	\$14.61	\$14.98	\$15.35

Trades	As of (insert the date of coming into force of this Decree)	As of (insert the date that occurs 1 year after the date of coming into force of this Decree)	As of (insert the date that occurs 2 years after the date of coming into force of this Decree)	As of (insert the date that occurs 3 years after the date of coming into force of this Decree)
Washer**				
Brake mechanic	\$14.26	\$14.61	\$14.98	\$15.35
Semiskilled worker				
1st grade	\$12.35	\$12.66	\$12.98	\$13.30
2nd grade	\$13.14	\$13.47	\$13.81	\$14.15
3rd grade	\$14.26	\$14.61	\$14.98	\$15.35
Service attendant				
1st grade	\$12.05	\$12.35	\$12.66	\$12.98
2nd grade	\$13.14	\$13.46	\$13.80	\$14.15
3rd grade	\$14.69	\$15.06	\$15.43	\$15.82
Alignment and suspension specialist, trim man and automatic transmission mechanic				
First class	\$23.01	\$23.58	\$24.17	\$24.77
Second class	\$19.96	\$20.46	\$20.97	\$21.50
Third class	\$18.48	\$18.94	\$19.42	\$19.90

* The wage is equal to the minimum wage provided for in section 3 of the Regulation respecting labour standards (chapter N-1.1, r. 3), increased by \$0.50.

** The wage is equal to the minimum wage provided for in section 3 of the Regulation respecting labour standards (chapter N-1.1, r. 3), increased by \$0.25.”.

6. Section 10.02 is amended by replacing “have completed his 16 year of age and must have passed the aptitude and vocational guidance test required by the parity committee. Admission is subject to the final decision of the committee. An appeal from the committee’s decision may be made to the Minister of Employment” by “be 16 years of age”.

7. Section 10.04 is amended by replacing “based on the number of years’ study and their examination results” by “when they obtain a vocational training diploma”.

8. Section 10.06 is amended by replacing “one apprentice” by “2 apprentices”.

9. Section 11.01 is amended by replacing the words “2 years” wherever they appear by “4,000 hours”.

10. Section 11.02 is amended by replacing “two years” by “4,000 hours”.

11. This Decree comes into force on the date of its publication in the *Gazette officielle du Québec*.

103587

Draft Regulation

Individual and Family Assistance Act
(chapter A-13.1.1)

Individual and family assistance — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Individual and Family Assistance Regulation, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation implements various measures contained in the Government Action Plan to Foster Economic Inclusion and Social Participation 2017-2023 and follow up on the amendments made to the Individual and Family Assistance Act (chapter A-13.1.1) by the Act mainly to introduce a basic income for persons with a severely limited capacity for employment (2018, chapter 11).

In that respect, the proposed amendments progressively enhance the allowance paid to persons and families who are recipients under the Social Solidarity Program, based on the time elapsed since they have been recipients.

The draft Regulation also proposes the following measures to enhance the disposable income of persons living in poverty, create conditions conducive to entry on the labour market and accompany persons towards training and the labour market:

— the enhancement of allowances granted under a last resort financial assistance program and the Aim for Employment Program, including allowances for persons sheltered;

— the increase of work income exclusions for persons and families who are recipients under the Social Solidarity Program;

— the modification of the calculation of the parental contribution;

— the introduction of an exclusion of \$100 per month for cash donations received by persons and families who are recipients;

— the possible recognition of the adult status for a child of full age who attends a secondary-level educational institution in general education and is a member of a family who is a recipient of last resort financial assistance or the Aim for Employment Program;

— the increase of the amount of the employment-assistance allowance and its exclusion in the calculation of the allowance.

Lastly, the draft Regulation excludes from the calculation of the allowance the supplement for the purchase of school supplies paid by Retraite Québec.

Further information on the draft Regulation may be obtained by contacting France Edma, Direction des politiques d'assistance sociale, Ministère du Travail, de l'Emploi et de la Solidarité sociale, 425, rue Jacques-Parizeau, 4^e étage, Québec (Québec) G1R 4Z1; telephone: 418 646-0425, extension 46998; email: france.edma@mtess.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister of Employment and Social Solidarity, 425, rue Jacques-Parizeau, 4^e étage, Québec (Québec) G1R 4Z1.

FRANÇOIS BLAIS,
*Minister of Employment
and Social Solidarity*

Regulation to amend the Individual and Family Assistance Regulation

Individual and Family Assistance Act
(chapter A-13.1.1, ss. 131, 132, 133, 133.1 and 136; 2018, chapter 11)

DIVISION I AMENDING

1. The Individual and Family Assistance Regulation (chapter A-13.1.1, r. 1) is amended in section 7 by replacing “\$45” by “\$51”.

2. The following is inserted after section 16:

“**16.1.** Children of full age referred to in paragraph 2 of section 23 of the Act who are members of a family who is a recipient under a last resort financial assistance program or the Aim for Employment Program may apply, as of the month following the month of the application, to no longer be considered as dependent children, so long as they attend a secondary-level educational institution in general education. The election is irrevocable.”

3. Section 60 is amended

(1) by replacing “is \$205” in the first paragraph by “corresponds to the amount of the personal expense allowance referred to in the second paragraph of section 512 of the Act respecting health services and social services (chapter S-4.2)”;

(2) by inserting the following paragraph at the end:

“The amount of the basic benefit is published in Part 1 of the *Gazette officielle du Québec*.”

4. Section 67.4 is amended

(1) by replacing “\$15” by “\$25”;

(2) by striking out the second sentence.

5. Section 71, amended by section 6 of the Regulation to amend the Individual and Family Assistance Regulation, made by Order in Council 1085-2017 dated 8 November 2017, is again amended by inserting “, except the supplement for the purchase of school supplies,” after “Taxation Act (chapter I-3)”.

6. Section 111, amended by section 10 of the Regulation to amend the Individual and Family Assistance Regulation, made by Order in Council 1085-2017 dated 8 November 2017, is again amended

(1) by inserting “including the supplement for the purchase of school supplies” after “section 71,” in paragraph 1;

(2) by replacing “\$196” and “\$327” in paragraph 16 by “\$222” and “353”, respectively;

(3) by inserting the following after paragraph 27:

“(27.1) sums received as donations, up to \$100 per month.”

7. Section 153 is amended

(1) by replacing “\$17,606” in paragraph 1 by “\$32,233”;

(2) by replacing “\$12,349” in paragraphs 2 and 3 by “26,310”.

8. Section 154 is replaced by the following:

“**154.** The parental contribution is determined by dividing by 12 the amount of incomes obtained pursuant to section 153. The result obtained is, where applicable, divided by the number of adults deemed to receive a parental contribution from either parent.”

9. Section 157 is amended by replacing “is \$205” in the second paragraph by “corresponds to the amount of the personal expense allowance referred to in the second paragraph of section 512 of the Act respecting health services and social services (chapter S-4.2). The amount is published in Part 1 of the *Gazette officielle du Québec*”.

10. Section 157.1 is amended

(1) by replacing “\$73” and “\$88” by “\$83” and “\$98”, respectively;

(2) by striking out “and the allowance granted to the persons referred to in the second paragraph of section 157 is adjusted by \$16”;

(3) by adding the following paragraph at the end:

“Despite the first paragraph, the allowance for social solidarity is adjusted by \$145 in the case of an independent adult and by \$130 in the case of a family composed of 2 adults, where the independent adult or an adult member of the family has been a recipient of the Social Solidarity Program for 66 months in the preceding 72 months.”

11. Section 162 is revoked.**12.** Section 177.1 is amended

(1) by replacing “sections 60, 64” in subparagraph 9 of the third paragraph by “section 64”;

(2) by replacing “sections 132, 156 and 157” in subparagraph 13 of the third paragraph by “sections 132 and 156 and the first paragraph of section 157”.

13. Section 177.25.1, introduced by section 5 of the Regulation to amend the Individual and Family Assistance Regulation, made by Order in Council 7-2018 dated 17 January 2018, is amended by replacing “\$15” by “\$25”.

14. Section 177.28, introduced by section 24 of the Regulation to amend the Individual and Family Assistance Regulation, made by Order in Council 1085-2017 dated 8 November 2017, amended by section 29 of the Act mainly to introduce a basic income for persons with a severely limited capacity for employment (2018, chapter 11), is again amended

(1) by replacing “is increased by an” in the first paragraph by “is increased by a supplement whose”;

(2) by replacing “an amount” in the second paragraph by “a supplement”.

15. Section 177.29, introduced by section 24 of the Regulation to amend the Individual and Family Assistance Regulation, made by Order in Council 1085-2017 dated 8 November 2017, is amended

(1) by inserting “including the supplement for the purchase of school supplies” after “section 71” in paragraph 1;

(2) by replacing “\$196” and “\$327” in paragraph 14 by “\$222” and “\$353”, respectively;

(3) by inserting the following after paragraph 21:

“(21.1) sums received as donations, up to \$100 per month.”.

DIVISION II TRANSITIONAL AND FINAL

16. Despite sections 3 and 9 of this Regulation, the amount of the basic benefits provided for in section 60 and the second paragraph of section 157 of the Individual and Family Assistance Regulation (chapter A-13.1.1, r. 1) is \$231, to which an adjustment by \$10 is added.

In addition, the amount of \$231 provided for in the first paragraph is increased on 1 January 2019 based on the adjustment factor established in the first, second and third paragraphs of section 750.2 of the Taxation Act (chapter I-3) for that year.

If an amount that results from the adjustment is not a multiple of \$1, it must be rounded to the nearest multiple of \$1 or, if it is equidistant from two such multiples, to the higher thereof.

The amount of the allowances is set in accordance with this section until the amount of the personal expense allowance referred to in the second paragraph of section 512 of the Act respecting health services and social services (chapter S-4.2) is greater thereof or, not later than 31 December 2019.

17. Despite paragraph 1 of sections 4 and 10 and section 13 of this Regulation, as of 1 January 2020

(1) the amount of the \$25 adjustment provided for in section 67.4 of the Individual and Family Assistance Regulation (chapter A-13.1.1, r. 1) is \$35;

(2) the adjustment amounts of \$83 and \$98 provided for in the first paragraph of section 157.1 of the Regulation are, respectively, \$93 and \$108 and those of \$145 and \$130 provided for in the second paragraph of that section are, respectively, \$215 and \$160;

(3) the amount of the \$25 adjustment provided for in section 177.25.1 of the Regulation is \$35.

18. This Regulation comes into force on 1 January 2019, except

(1) section 1 and paragraph 2 of sections 6 and 15, which come into force on 1 February 2019;

(2) section 5, paragraph 1 of section 6, sections 7 and 8 and paragraph 1 of section 15, which come into force on 1 July 2019;

(3) section 2, which comes into force on 1 September 2019.

103595

Draft Regulation

Professional Code
(chapter C-26)

Medical technologists — Professional activity that may be engaged in by a medical imaging technologist and a radiation oncology technologist

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting a professional activity that may be engaged in by a medical imaging technologist and a radiation oncology technologist, made by the board of directors of the Ordre professionnel des technologistes médicaux du Québec and appearing below, may be submitted to the Government which may approve it, with or without amendment, on the expiry of 45 days following this publication.

The draft Regulation determines, among the professional activities that may be engaged in by medical technologists, the activity that may be engaged in by a medical imaging technologist and a radiation oncology technologist, and the terms and conditions for doing so.

The draft Regulation authorizes a medical imaging technologist and a radiation oncology technologist to take blood samples, further to a prescription and when required by a medical imaging examination or by a treatment in radiation oncology.

The draft Regulation has no impact on the public and on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Caroline Scherer, Director General and Secretary of the Ordre professionnel des technologistes médicaux du Québec; telephone: 514 527-9811, extension 3005, or 1 800 567-7763; email: cscherer@optmq.org.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Diane Legault, Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be forwarded by the Office to the Minister of Justice and may also be sent to the professional order that made the Regulation and to interested persons, departments and bodies.

DIANE LEGAULT,
*Chair of the Office des
professions du Québec*

Regulation respecting a professional activity that may be engaged in by a medical imaging technologist and a radiation oncology technologist

Professional Code
(chapter C-26, s. 94, 1st par., subpar. *h*)

1. The purpose of this Regulation is to determine, among the professional activities that may be engaged in by medical technologists, an activity that may be engaged in by medical imaging technologists and radiation oncology technologists, as well as the terms and conditions on which such persons may engage in such an activity.

2. Medical imaging technologists and radiation oncology technologists may take blood samples, further to a prescription and when required by a medical imaging examination or by a treatment in radiation oncology.

3. To engage in the professional activity described in section 2, technologists must hold a training attestation issued by the Ordre des technologues en imagerie médicale, en radio-oncologie et en électrophysiologie médicale du Québec confirming the successful completion of supplementary training containing the following 2 modules:

- (1) theoretical training of 8 hours on
 - (a) sampling methods;
 - (b) the preanalytical phases of venipunctures and capillary punctures and blood sampling by catheter;
 - (c) injection techniques;
 - (d) management of clientele needing a special approach;

(2) clinical training which consists in engaging in, at least 4 times, the professional activity provided for in section 2 under the immediate supervision of a professional authorized to engage in that activity, and such supervision has been recorded on a form bearing the date and place as well as the name and signature of the professional who has supervised them.

4. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

103588

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Abbreviations: **A**: Abrogated, **N**: New, **M**: Modified

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