

Gazette officielle du Québec

Part 2 Laws and Regulations

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Summary

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PROVINCE OF QUÉBEC

2nd SESSION

35th LEGISLATURE

QUÉBEC, 29 MARCH 1996

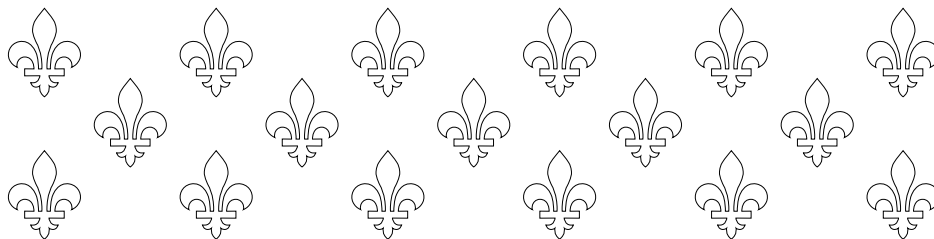
OFFICE OF THE LIEUTENANT-GOVERNOR

Québec, 29 March 1996

This day, at thirty-six minutes past nine o'clock in the morning, His Excellency the Lieutenant-Governor was pleased to sanction the following bill:

2 Appropriation Act No. 1, 1996-97

To this bill the Royal assent was affixed by His Excellency the Lieutenant-Governor.



NATIONAL ASSEMBLY

SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 2
(1996, chapter 1)

Appropriation Act No. 1, 1996-97

Introduced 28 March 1996
Passage in principle 28 March 1996
Passage 28 March 1996
Assented to 29 March 1996

Québec Official Publisher
1996

EXPLANATORY NOTE

The object of this bill is to authorize the Government to pay out of the consolidated revenue fund the sum of \$7 532 119 650.00 being lightly more than 25% of the appropriations to be voted appearing in the expenditure estimates of Québec for the fiscal year 1996-97, according to the amounts shown in the Schedule for each program of the portfolio listed therein.

Bill 2

Appropriation Act No. 1, 1996-97

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

1. The Government may draw out of the consolidated revenue fund a sum not exceeding \$7 532 119 650.00 to defray a part of the expenditure estimates of Québec tabled in the National Assembly for the fiscal year 1996-97, not otherwise provided for.

That sum is apportioned according to the amounts shown in the Schedule for the various programs listed therein, constituted as follows:

(1) \$7 243 547 850.00, being 25.0% of the appropriations to be voted for each of the programs appearing in the expenditure estimates of the Government for the said fiscal year;

(2) \$5 443 700.00, being an additional 5.5% of the appropriations to be voted for Program 2, “Financial Assistance for Municipalities and Northern Villages”, of the portfolio “Affaires municipales”;

(3) \$75 246 800.00, being an additional 29.0% of the appropriations to be voted for Program 3, “Financial Compensation”, of the portfolio “Affaires municipales”;

(4) \$7 494 800.00, being an additional 17.8% of the appropriations to be voted for Program 5, “Development of Recreation and Sport”, of the portfolio “Affaires municipales”;

(5) \$7 831 500.00, being an additional 34.4% of the appropriations to be voted for Program 7, “Administrative and Quasi-judicial Agencies”, of the portfolio “Affaires municipales”;

(6) \$14 579 500.00, being an additional 19.0% of the appropriations to be voted for Program 2, "Farm Financing", of the portfolio "Agriculture, Pêcheries et Alimentation";

(7) \$13 996 200.00, being an additional 5.6% of the appropriations to be voted for Program 4, "Agencies and Government Corporations", of the portfolio "Culture et Communications";

(8) \$130 337 600.00, being an additional 3.2% of the appropriations to be voted for Program 3, "Income Security", of the portfolio "Emploi, Solidarité et Condition féminine";

(9) \$1 400 000.00, being an additional 23.3% of the appropriations to be voted for Program 5, "Independent Community Action", of the portfolio "Emploi, Solidarité et Condition féminine";

(10) \$2 310 800.00, being an additional 1.3% of the appropriations to be voted for Program 2, "Inventory and Management of Forest Heritage", of the portfolio "Ressources naturelles";

(11) \$569 800.00, being an additional 19.0% of the appropriations to be voted for Program 3, "Forestry Financing", of the portfolio "Ressources naturelles";

(12) \$2 052 200.00, being an additional 4.2% of the appropriations to be voted for Program 4, "Mineral Resources Management and Development", of the portfolio "Ressources naturelles";

(13) \$27 308 900.00, being an additional 6.2% of the appropriations to be voted for Program 6, "School Transportation", of the portfolio "Transports".

2. Notwithstanding section 43 of the Financial Administration Act (R.S.Q., chapter A-6), the special warrant No. 1 1995-96, issued on 19 March 1996 for the requirements of the "Work and Employment Incentives Program", "Financial Support Program", "Income Security for Cree Hunters and Trappers Program" and "Parental Wage Assistance Program" of the Ministère de la Sécurité du revenu, is an appropriation for the fiscal year 1996-97 included in the budget estimates for that fiscal year submitted to the National Assembly and constitutes an expenditure for that fiscal year.

3. This Act comes into force on 29 March 1996.

SCHEDULE

AFFAIRES MUNICIPALES

PROGRAM 1

Municipal Development	1 448 950.00
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PROGRAM 2

Financial Assistance for Municipalities and Northern Villages	30 389 975.00
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PROGRAM 3

Financial Compensation	140 115 000.00
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PROGRAM 4

General Administration	8 677 725.00
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PROGRAM 5

Development of Recreation and Sport	17 999 975.00
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PROGRAM 6

Financial Assistance for the Construction of Water and Sewer Systems and for Sewage Treatment	130 707 950.00
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PROGRAM 7

Administrative and Quasi-judicial Agencies	13 525 025.00
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PROGRAM 8

Société d'habitation du Québec	70 697 025.00
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PROGRAM 9

Conciliation between Tenants and Landlords	<u>3 651 725.00</u>
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417 213 350.00

AGRICULTURE, PÊCHERIES ET ALIMENTATION

PROGRAM 1

Training, Research and Technological Development	10 611 825.00
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PROGRAM 2

Farm Financing	33 725 025.00
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PROGRAM 3

Assistance for Agri-food Businesses	33 606 500.00
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PROGRAM 4

Farm Insurance	68 095 900.00
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PROGRAM 5

Regulatory Support	10 511 050.00
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PROGRAM 6

Internal Management and Support	9 932 575.00
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PROGRAM 7

Fisheries and Aquiculture Development	<u>4 626 375.00</u>
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171 109 250.00

ASSEMBLÉE NATIONALE ET PERSONNES DÉSIGNÉES

PROGRAM 4

The Public Protector	1 269 475.00
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PROGRAM 5

The Auditor General	<u>3 355 375.00</u>
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		4 624 850.00
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CONSEIL DU TRÉSOR, ADMINISTRATION ET FONCTION PUBLIQUE

PROGRAM 1

Conseil du trésor	15 303 925.00
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PROGRAM 2

Commission administrative des régimes de retraite et d'assurances	6 058 600.00
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PROGRAM 3

Retirement and Insurance Plans	5 630 675.00
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PROGRAM 4

Office des ressources humaines	6 386 900.00
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PROGRAM 5

Contributions of the Government as an Employer	58 832 075.00
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PROGRAM 6

Commission de la fonction publique	516 450.00
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PROGRAM 8

Contingency Fund	<u>66 093 100.00</u>
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158 821 725.00

CONSEIL EXÉCUTIF

PROGRAM 1

Lieutenant-Governor's Office	185 200.00
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PROGRAM 2

Support Services for the Prime Minister and the Conseil exécutif	25 962 125.00
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PROGRAM 3

Canadian Intergovernmental Affairs	<u>2 578 550.00</u>
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28 725 875.00

CULTURE ET COMMUNICATIONS

PROGRAM 1

Internal Management and Support	7 895 050.00
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PROGRAM 2

Cultural and Communications Assistance	30 299 575.00
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PROGRAM 3

National Institutions	7 519 625.00
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PROGRAM 4

Agencies and Government Corporations	<u>76 161 975.00</u>
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	121 876 225.00
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DÉVELOPPEMENT DES RÉGIONS ET AFFAIRES AUTOCHTONES

PROGRAM 1

Development of Regions	36 232 075.00
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PROGRAM 2

Native Affairs	<u>1 130 150.00</u>
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		37 362 225.00
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ÉDUCATION

PROGRAM 1

Administration	28 487 600.00
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PROGRAM 2

Consultation and Assessment	1 285 450.00
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PROGRAM 3

Financial Assistance to Students	111 026 625.00
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PROGRAM 4

Preschool, Primary and Secondary Education	1 331 304 000.00
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PROGRAM 5

College Education	327 581 775.00
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PROGRAM 6

University and Scientific Affairs	423 142 150.00
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PROGRAM 7

Tourism and Hotel Industry Management	4 964 500.00
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2 227 792 100.00

EMPLOI, SOLIDARITÉ ET CONDITION FÉMININE

PROGRAM 1

Secretariat for Concerted Action	338 175.00
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PROGRAM 2

Société québécoise de développement de la main-d'oeuvre	57 612 500.00
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PROGRAM 3

Income Security	1 143 975 500.00
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PROGRAM 4

Status of Women	1 326 950.00
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PROGRAM 5

Independent Community Action	<u>2 900 000.00</u>
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	1 206 153 125.00
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ENVIRONNEMENT ET FAUNE

PROGRAM 1

Environment and Wildlife Protection and Development	14 444 200.00
--	---------------

PROGRAM 2

Regional Operations	32 195 550.00
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PROGRAM 3

Internal Management and Support	13 645 050.00
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PROGRAM 4

Advisory Bodies	<u>1 310 775.00</u>
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	61 595 575.00
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FINANCES

PROGRAM 1

Economic and Fiscal Policies Studies	1 772 425.00
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PROGRAM 2

Financial Policies and Operations	1 583 450.00
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PROGRAM 3

Comptroller of Finance	4 622 750.00
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PROGRAM 5

Internal Management and Support	3 702 300.00
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PROGRAM 6

The Inspector General of Financial Institutions	5 452 075.00
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PROGRAM 7

Control, Supervision and Development of the Securities Trade	1 996 675.00
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PROGRAM 8

Statistics, Socio-economic Forecasts and Overall Research	1 770 825.00
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20 900 500.00

INDUSTRIE, COMMERCE, SCIENCE ET TECHNOLOGIE

PROGRAM 1

Technical Support for the Manufacturing and Commercial Sectors, for the Development of Science, Technology and External Trade	15 804 475.00
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PROGRAM 2

Financial Support for the Manufacturing and Commercial Sectors, for the Development of Science, Technology and External Trade	59 749 800.00
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PROGRAM 3

Support for Government Corporations and Agencies	10 610 550.00
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PROGRAM 4

Promotion and Development of Tourism	<u>12 741 025.00</u>
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98 905 850.00

JUSTICE

PROGRAM 1

Formulation of Decisions	4 301 075.00
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PROGRAM 2

Administration of Justice	56 566 400.00
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PROGRAM 3

Assistance to Persons Brought before the Courts	<u>28 485 700.00</u>
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	89 353 175.00
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OFFICE DES SERVICES DE GARDE À L'ENFANCE

PROGRAM 1

Office des services de garde à l'enfance

60 433 900.00

60 433 900.00

RELATIONS AVEC LES CITOYENS

PROGRAM 1

Citizen Relations	9 712 275.00
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PROGRAM 2

Immigration and Integration	<u>24 952 825.00</u>
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		34 665 100.00
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RELATIONS INTERNATIONALES

PROGRAM 1

International Affairs Promotion and Development	<u>22 088 125.00</u>
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22 088 125.00

RESSOURCES NATURELLES

PROGRAM 1

Land Inventory and Management	5 496 500.00
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PROGRAM 2

Inventory and Management of Forest Heritage	46 391 200.00
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PROGRAM 3

Forestry Financing	1 318 475.00
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PROGRAM 4

Mineral Resources Management and Development	14 287 900.00
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PROGRAM 5

Administration and Administrative Support	16 681 975.00
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PROGRAM 6

Régie du gaz naturel	528 425.00
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PROGRAM 7

Energy Development	<u>2 619 800.00</u>
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87 324 275.00

REVENU

PROGRAM 1

Tax Administration

70 426 600.00

70 426 600.00

SANTÉ ET SERVICES SOCIAUX

PROGRAM 1

Services Provided by Local Community Service Centres	191 798 225.00
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PROGRAM 2

Support for Volunteer Organizations	30 793 800.00
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PROGRAM 3

Services Provided by Care Hospital Centres	906 951 150.00
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PROGRAM 4

Services Provided by Child and Youth Protection Centres and Rehabilitation Centres for Youth and Mothers in Difficulty	124 510 600.00
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PROGRAM 5

Services Provided by Rehabilitation Centres for Mentally or Physically Handicapped Persons and for Drug Addicts	129 525 125.00
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PROGRAM 6

Services Provided by Reception Lodging Centres and by Extended Care Hospital Centres	327 265 675.00
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PROGRAM 7

Coordination of Research	15 465 725.00
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PROGRAM 8

National Initiatives and Activities Related to the Operation of the Network	242 328 325.00
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PROGRAM 9

Office des personnes handicapées du Québec	11 935 275.00
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1 980 573 900.00

SÉCURITÉ PUBLIQUE

PROGRAM 1

Internal Management and Control of Activities Relating to Alcohol, Racing and Gambling	10 942 800.00
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PROGRAM 2

Sûreté du Québec	92 198 525.00
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PROGRAM 3

Custody of Prisoners and Reintegration of Delinquents into Society	55 128 075.00
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PROGRAM 4

Safety and Prevention	<u>13 095 150.00</u>
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171 364 550.00

TRANSPORTS

PROGRAM 1

Land Transportation Systems	70 667 800.00
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PROGRAM 2

Road Construction and Maintenance of Transportation Infrastructures	200 293 525.00
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PROGRAM 3

Internal Management and Support	20 788 150.00
---------------------------------	---------------

PROGRAM 4

Commission des transports du Québec	2 283 475.00
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PROGRAM 5

Maritime and Air Transportation	11 790 700.00
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PROGRAM 6

School Transportation	<u>138 177 600.00</u>
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444 001 250.00

TRAVAIL

PROGRAM 1

Labour

16 808 125.00

16 808 125.00

7 532 119 650.00

Regulations and other acts

Gouvernement du Québec

O.C. 380-96, 27 March 1996

An Act respecting market intermediaries
(R.S.Q., c. I-15.1)

Institut québécois de planification financière — Amendments

By-law to amend the By-law of the Institut québécois de planification financière

WHEREAS under section 30 of the Act respecting market intermediaries (R.S.Q., c. I-15.1), the Institut québécois de planification financière shall, by a by-law subject to the approval of the Government, determine the conditions governing the issuance of financial planner's diplomas, including those relating to equivalence, and the terms and conditions of payment of the contributions to be paid by the persons who use the title of financial planner;

WHEREAS the By-law of the Institut québécois de planification financière was approved by the Government by Order in Council 1013-91 dated 17 July 1991;

WHEREAS the Institut québécois de planification financière approved, on 20 June 1994, the By-law to amend the By-law of the Institut québécois de planification financière;

WHEREAS under section 203 of the Act respecting market intermediaries, the Government may amend any by-law submitted to it for approval;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the By-law to amend the By-law of the Institut québécois de planification financière was published in Part 2 of the *Gazette officielle du Québec* of 18 January 1995 with a notice from the acting Inspector General of Financial Institutions that it could be submitted to the Government for approval upon the expiry of 45 days following that publication;

WHEREAS the 45-day period has expired;

WHEREAS it is expedient to approve the By-law with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Finance:

THAT the By-law to amend the By-law of the Institut québécois de planification financière, attached to this Order in Council, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

By-law to amend the By-law of the Institut québécois de planification financière

An Act respecting market intermediaries
(R.S.Q., c. I-15.1, ss. 29 and 30)

1. The By-law of the Institut québécois de planification financière, approved by Order in Council 1013-91 dated 17 July 1991, is amended by substituting the following for section 3:

“3. The Institute shall issue a financial planner's diploma to a person who has taken the courses and passed the examinations in the program of studies prepared or recognized by the Institute. The program of studies contains 450 hours of training pertaining to the following subjects:

- (1) Economics and management
 - (a) Financial economics
 - (b) Financial management
- (2) Accounting
 - (a) General principles
 - (b) Personal financial statements and personal financial planning
- (3) Law
 - (a) Law of persons, family and successions
 - (b) Business law
- (4) Taxation
 - (a) General principles of taxation
 - (b) Taxation of individuals and partnerships
 - (c) Tax and estate planning
- (5) Financial products
 - (a) Insurance and pensions
 - (b) Investment strategy and financial products

(6) Program synthesis.”.

2. The following is substituted for section 4:

“4. A person may obtain a financial planner’s diploma without taking all the courses or passing all the examinations in the program of studies prepared or recognized by the Institute to the extent that the person has been exempted from them by the Institute.

A person able to demonstrate that a university-level course has been taken and passed, enabling the person to master a level of knowledge equivalent to that taught in the course given or recognized by the Institute shall be exempted from a course.

A person able to demonstrate that a university-level course has been taken and passed, enabling the person to master a level of knowledge equivalent to that taught in the course given or recognized by the Institute shall be exempted from sitting for the examination for a course.

For the purposes of the second and third paragraphs, the exemption may be denied if the knowledge acquired by the person no longer corresponds to the knowledge taught at the time of the application.

Notwithstanding the foregoing, the exemption shall be granted if relevant work experience and subsequent training have since enabled the person to obtain the required level of knowledge.”.

3. The following is substituted for section 5:

“5. A person applying to have the Institute recognize that the diploma and non-academic training attest to the person having acquired a level of knowledge equivalent to that of a person who has taken the courses and passed the examinations given or recognized by the Institute, and therefore to have the Institute award a financial planner’s diploma, shall

(1) apply in writing to the Institute; and

(2) furnish, where applicable, the following documents:

(a) a transcript of university studies including course descriptions;

(b) proof that a university degree was obtained;

(c) proof of official recognition of the degree;

(d) proof of membership in one of the professional orders mentioned in section 6;

(e) two letters of sponsors working in an area or an activity directly related to financial planning certifying, to the satisfaction of the Institute, the relevant work experience mentioned in section 6.”.

4. The following is substituted for section 7:

“7. A person applying to have the Institute recognize that non-academic training has enabled the person to acquire a level of knowledge equivalent to that of a person who has taken the courses and passed the examinations given or recognized by the Institute, and therefore to have the Institute award a financial planner’s diploma, shall sit for and pass the training equivalence examination set by the Institute.”.

5. Section 8 is amended by adding the following after the second paragraph:

“For the purposes of subparagraph 1 of the first paragraph, a person shall attach to his application two letters of sponsors working in an area or an activity directly related to financial planning certifying, to the satisfaction of the Institute, the relevant work experience.”.

6. Section 10 is amended by substituting the following for the first paragraph:

“10. Section 7, subparagraph 1 of the first paragraph and the second and the third paragraphs of section 8 cease to have effect on 1 September 1996.”.

7. This By-law comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

9681

Gouvernement du Québec

O.C. 381-96, 27 March 1996

An Act respecting market intermediaries
(R.S.Q., c. I-15.1)

Association des intermédiaires en assurance de personnes du Québec
— Amendments

By-law to amend the By-law of the Association des intermédiaires en assurance de personnes du Québec

WHEREAS under subparagraph 3 of the first paragraph of section 104 of the Act respecting market intermediaries (R.S.Q., c. I-15.1), the Association des intermédiaires

en assurance de personnes du Québec shall, by by-law, which shall be submitted to the Government for approval, determine the criteria governing the granting or withdrawal of the title of chartered life underwriter or the title of registered life underwriter;

WHEREAS under section 203 of that Act, the Government may amend any by-law submitted to it for approval;

WHEREAS under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the By-law attached to this Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 2 November 1994, with a notice that it could be submitted to the Government for approval upon the expiry of 45 days following that publication;

WHEREAS the 45-day period has expired;

WHEREAS it is expedient to approve the By-law, with amendments, as it appears attached to this Order in Council;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Finance:

THAT the By-law to amend the By-law of the Association des intermédiaires en assurance de personnes du Québec, attached to this Order in Council, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

By-law to amend the By-law of the Association des intermédiaires en assurance de personnes du Québec

An Act respecting market intermediaries (R.S.Q., c. I-15.1, s. 104, 1st par., subpar. 3)

1. The By-law of the Association des intermédiaires en assurance de personnes du Québec, approved by Order in Council 1016-91 dated 17 July 1991 and amended by the By-law approved by Order in Council 1826-94 dated 21 December 1994, is further amended by substituting the following for subparagraphs 1 to 3 of the first paragraph of section 19:

“(1) have passed the 60-hour course offered by the Association, entitled “Developing the Life Insurance Market”, pertaining principally to the professional products and services in the financial sector;

(2) have passed the 60-hour course offered by the Association, entitled “Developing the Business Market”, pertaining to different aspects of the market related to business persons and businesses;

(3) have passed, either:

i. the courses prescribed in the university program in insurance of persons and pertaining to accounting, taxation I, insurance and group pensions, law and personal financial planning;

ii. the courses offered by the Life Underwriters Association of Canada pertaining to the same subjects as those referred to in clause i, to the extent that the member was otherwise unable to have access to those courses in his region; or

iii. the courses offered in another Canadian province and pertaining to the same subjects as those referred to in clause i.”.

2. A member who, on 1 June 1996, has passed the courses offered by the Association prescribed in subparagraphs 1, 2 and 3 of the first paragraph of section 19 of the By-law of the Association des intermédiaires en assurance de personnes du Québec, amended by section 1 of this By-law, may, until 1 June 1997, apply as prescribed for the title of “Registered Life Underwriter” (R.L.U.).

A member who, on 1 June 1996, has passed the courses offered by the Association and prescribed in subparagraphs 1 and 2 of the first paragraph of that section 19 is deemed to have passed the courses prescribed in subparagraphs 1 and 2 of section 19 as amended by section 1 of this By-law.

Furthermore, a member who, on 1 June 1996, has passed the course offered by the Association and prescribed in subparagraph 3 of the first paragraph of that section 19 is deemed to have passed the course “Personal Financial Planning” prescribed in subparagraph 3 of section 19 as amended by section 1 of this By-law.

3. This By-law comes into force on 1 June 1996.

9682

Gouvernement du Québec

O.C. 392-96, 27 March 1996

Professional Code
(R.S.Q., c. C-26)

Engineers

— **Standards for equivalence of diplomas for the issue of a permit**

— **Amendments**

Regulation to amend the Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec

WHEREAS under paragraph *c* of section 93 of the Professional Code (R.S.Q., c. C-26), as it read before 15 October 1994, the Bureau of the Ordre des ingénieurs du Québec had to prescribe, by regulation, standards for equivalence of diplomas issued by educational establishments situated outside Québec, for the purposes of issuing a permit or specialist's certificate;

WHEREAS the Bureau made the Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec, approved by Order in Council 1695-93 dated 1 December 1993;

WHEREAS it is expedient to amend that Regulation;

WHEREAS under the same section of the Professional Code, the Bureau made the Regulation to amend the Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation was published in Part 2 of the *Gazette officielle du Québec* of 22 February 1995 with a notice that it could be submitted to the Government for approval upon the expiry of 45 days following that publication;

WHEREAS on 15 October 1994, date of coming into force of the Act to amend the Professional Code and other Acts respecting the professions (1994, c. 40), the provisions under which that Regulation was made were amended without substantially affecting their content and enablement;

WHEREAS in accordance with the first paragraph of section 95 of the Code, amended by section 83 of Chapter 40 of the Statutes of 1994, the Office des professions du Québec has made its recommendations;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, upon the proposal of the Minister responsible for the administration of legislation respecting the professions:

THAT the Regulation to amend the Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec, attached to this Order in Council, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec

Professional Code
(R.S.Q., c. C-26, s. 93, par. *c*, s. 94.1; 1994, c. 40, s. 82)

1. The Regulation respecting the standards for equivalence of diplomas for the issue of a permit by the Ordre des ingénieurs du Québec, approved by Order in Council 1695-93 dated 1 December 1993, is amended by substituting the following for section 8:

“**8.** A candidate who holds a diploma issued by an educational establishment outside Québec shall be granted a diploma equivalence if the diploma was issued upon completion of a university-level program of studies that

(1) meets the accreditation standards of the Canadian Council of Professional Engineers, as adopted by resolution of the Bureau of the Order and has been accredited by the Canadian Council of Professional Engineers;

(2) has been accredited by an organization whose accreditation standards are similar to those of the Canadian Council of Professional Engineers and which has signed a bilateral recognition agreement with the Council. Such agreement must be approved by resolution of the Bureau.”.

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

Gouvernement du Québec

O.C. 403-96, 27 March 1996

An Act respecting the determination of the causes and circumstances of death
(R.S.Q., c. R-0.2)

Identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents

Regulation to amend the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents

WHEREAS under the first paragraph of section 167 of the Act respecting the determination of the causes and circumstances of death (R.S.Q., c. R-0.2), the Government may, by regulation, and after consultation with the Chief Coroner, adopt any norms, scales, conditions and rules of procedure respecting the identification, transportation, preservation or keeping, custody and return or remittal of the dead bodies, objects and documents contemplated in that Act and determine the provisions of the regulation to contravene which is an offence;

WHEREAS the Government made the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents by Order in Council 907-92 dated 17 June 1992;

WHEREAS it is expedient to amend the Regulation in order to eliminate the requirements related to the publicity of the funeral undertaking's name during a transportation for the coroner, taking into account the difficulties and the costs for enforcing them;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation was published in Part 2 of the *Gazette officielle du Québec* of 20 December 1995 with a notice that it could be submitted to the Government for approval upon the expiry of 45 days following that publication;

WHEREAS the 45-day period has expired;

WHEREAS it is expedient to make the Regulation without amendment;

WHEREAS the Chief Coroner has been consulted;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Public Security:

THAT the Regulation to amend the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents, attached to this Order in Council, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents

An Act respecting the determination of the causes and circumstances of death
(R.S.Q., c. R-0.2, s. 167, 1st par.)

1. The Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents, made by Order in Council 907-92 dated 17 June 1992, is amended in paragraph 3 of section 10 by substituting the words "and are dressed conservatively" for the words "are dressed conservatively and do not display any markings of a funeral home or undertaking".

2. Subparagraph 4 of the first paragraph of section 11 is deleted.

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

9680

Gouvernement du Québec

O.C. 408-96, 27 March 1996

An Act respecting occupational health and safety
(R.S.Q., c. S-2.1)

Société de l'assurance automobile du Québec — Agreement regarding work done within the context of rehabilitation measures

Regulation respecting the implementation of the agreement regarding work done within the context of rehabilitation measures adopted by the Société de l'assurance automobile du Québec

WHEREAS under section 16 of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), a person doing work under a project of any government, whether or not the person is a worker within the meaning of the Act, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by the agreement between the Commission de la santé et de la sécurité du travail and the government, agency or legal person concerned;

WHEREAS the Commission de la santé et de la sécurité du travail et la Société de l'assurance automobile du Québec have reached such an agreement to consider as workers automobile accident victims for whom the Société takes rehabilitation measures comprising a training period in the workplace;

WHEREAS under section 170 and subparagraph 39 of the first paragraph of section 223 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), the Commission may make regulations to take the necessary measures for the implementation of such an agreement;

WHEREAS in accordance with section 224 of that Act and with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft regulation was published in Part 2 of the *Gazette officielle du Québec* of 16 August 1995 with a notice that upon the expiry of 60 days following such notice, it could be made by the Commission and submitted to the Government for approval;

WHEREAS at its meeting of 22 November 1995, the Commission made the Regulation respecting the implementation of the agreement regarding work done within the context of rehabilitation measures adopted by the Société de l'assurance automobile du Québec;

WHEREAS it is expedient to approve the Regulation attached to this Order in Council;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour:

THAT the Regulation respecting the implementation of the agreement regarding work done within the context of rehabilitation measures adopted by the Société de l'assurance automobile du Québec, attached to this Order in Council, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation respecting the implementation of the agreement regarding work done within the context of rehabilitation measures adopted by the Société de l'assurance automobile du Québec

An Act respecting occupational health and safety (R.S.Q., c. S-2.1, s. 223, 1st par., subpar. 39)

1. The Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) applies to persons doing non-remunerated work within the context of rehabilitation measures adopted by the Société de l'assurance automobile du Québec on the conditions and to the extent provided for in an agreement between the Société and the Commission de la santé et de la sécurité du travail, appearing in Schedule I.

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

SCHEDULE I

WHEREAS the Commission is, under section 138 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), a legal person within the meaning of the Civil Code of Québec and has the general powers of a legal person and the special powers conferred upon it by that Act;

WHEREAS the Commission may, under section 170 of the same Act, made agreements with a Government department or agency, another government or a department or agency of such a government for the application of the Acts and regulations administered by it, according to law;

WHEREAS under section 4 of the Act respecting the Société de l'assurance automobile du Québec (R.S.Q., c. S-11.011), the Société is a legal person within the meaning of the Civil Code of Québec;

WHEREAS under section 17 of the Act respecting the Société de l'assurance automobile du Québec, the Société may enter into any agreement for the application of the Automobile Insurance Act (R.S.Q., c. A-25);

WHEREAS the Société petitions that the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) be applicable to certain students and intends to take on the employer's obligations including those relating to assessments owing;

WHEREAS section 16 of the Act respecting industrial accidents and occupational diseases stipulates that a person doing work under a project of any government, whether or not the person is a worker within the meaning of the Act, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission and the government, agency or legal person concerned;

WHEREAS section 16 of the Act respecting industrial accidents and occupational diseases provides that the second paragraph of section 170 of the Act respecting occupational health and safety applies to such an agreement, that is to say that the Commission must proceed by regulation to make effective an agreement extending benefits arising out of acts or regulations that it administers;

THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

CHAPTER 1.00 ENABLING PROVISIONS

Enabling Provisions

1.01 This Agreement is entered into under section 16 of the Act respecting industrial accidents and occupational diseases.

CHAPTER 2.00 OBJECT

Object

2.01 The purpose of this Agreement is to provide for, on the conditions and to the extent provided for therein, the application of the Act respecting industrial accidents and occupational diseases to students of the Société and to determine the obligations of the Société and the Commission.

CHAPTER 3.00 DEFINITIONS

For the purposes of this Agreement

“Commission”

(a) Commission means the Commission de la santé et de la sécurité du travail, established under section 137 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1); (*Commission*)

“employment”

(b) employment means the employment that the student held when he suffered an employment injury; (*emploi*)

“establishment”

(c) establishment means an establishment within the meaning of the Act respecting occupational health and safety; (*établissement*)

“educational institution”

(d) educational institution means a body providing training programs under the Education Act (R.S.Q., c. I-13.3), the General and Vocational Colleges Act (R.S.Q., c. C-29) or the Act respecting private education (R.S.Q., c. E-9), or a university establishment; (*établissement d'enseignement*)

“employment injury”

(e) employment injury means an injury or a disease arising out of or in the course of an industrial accident, or an occupational disease, including a recurrence, relapse or aggravation; (*lésion professionnelle*)

“Act”

(f) Act means the Act respecting the industrial accidents and occupational diseases (R.S.Q., c. A-3.001); (*Loi*)

“Société”

(g) Société means the Société de l'assurance automobile du Québec, established under section 1 of the Act respecting the Société de l'assurance automobile du Québec (R.S.Q., c. S-11.011); (*Société*)

“student”

(h) student means the person who carries out non-remunerated work within the context of rehabilitation measures adopted by the Société and

(a) receives or is entitled to receive, when he suffers an employment injury, a full income replacement indemnity;

(b) is not a person serving a non-remunerated training session under the responsibility of an educational institution. (*stagiaire*)

CHAPTER 4.00 **OBLIGATIONS OF THE SOCIÉTÉ**

Employer

4.01 The Société is deemed to be the employer of any trainee covered by this Agreement.

Restrictions

Notwithstanding the foregoing, the employee-employer relationship shall be recognized as such only for assessment and indemnification purposes under the Act and shall not be deemed to be an admission of a factual situation lending itself to interpretation in other fields of activity.

General obligations

4.02 As the employer, the Société is bound *mutatis mutandis* by all the obligations provided for in the Act, including the obligation to keep a register of work accidents that happen in establishments where the students are present as well as the obligation to notify the Commission, on the form prescribed by the Commission, that, due to an employment injury, a student is unable to carry on the work he was doing within the context of established rehabilitation measures adopted.

Register of accidents

Notwithstanding the foregoing, in the case of the register of accidents referred to in the preceding paragraph, the Société is bound to place the register only at the disposal of the Commission.

Information

Upon request by the Commission, the Société shall submit a description of the tasks or activities carried out by the student at the time he suffers an employment injury.

Exceptions

4.03 Notwithstanding section 4.02, section 32 of the Act pertaining to certain prohibited measures, sections 179 and 180 regarding the temporary assignment of work, and chapter VII concerning the right to return to work are not applicable to the Société.

First Aid

Although the Société is not itself bound, in accordance with sections 190 and 191 of the Act, to give first aid to a trainee who has suffered an employment injury,

the Société shall see to it that any necessary first aid is given and shall assume the costs thereof.

Payment of the Assessment

4.04 The Société undertakes to pay the assessment calculated by the Commission in accordance with the Act and the regulations thereunder, as well as the fixed administration expenses related to the special envelope.

Minimum

4.05 For assessment purposes, the Société shall be deemed to pay wages equal to the full income replacement indemnity to which the trainee is entitled for the duration of his training session.

Annual Statement

4.06 The Société shall send each year to the Commission, before 15 March, a statement indicating the following:

- 1) the amount of the full income replacement indemnities referred to in section 4.05 and paid to trainees during the preceding calendar year; and
- 2) an estimate of the indemnities referred to in section 4.05 that will be paid to trainees in respect of whom rehabilitation measures have been or may be adopted during the current year.

Register

4.07 The Société shall keep a detailed register of the names and addresses of trainees, as well as the name and address of the employer with whom the trainee is serving his training session.

Availability

The Société shall place the detailed register at the disposal of the Commission if the latter so requires.

CHAPTER 5.00 **OBLIGATIONS OF THE COMMISSION**

Status of Worker

5.01 The Commission shall deem a trainee of the Société to be a worker within the meaning of the Act.

Indemnity

5.02 A trainee who has suffered an employment injury is entitled to receive an income replacement indem-

nity from the Commission from the cessation of the right to receive a full income replacement indemnity from the Société.

Determination of Indemnity

5.03 For the purposes of determining an income replacement indemnity, the student's gross annual employment income shall be the full income replacement indemnity paid by the Société.

Special Envelope

5.04 The Commission shall allocate a special envelope to the unit corresponding to the "Operation of an Adapted Work Centre; Operation of a Rehabilitation Workshop" or, where applicable, following amendments subsequent to the signing of this Agreement, to the corresponding unit.

CHAPTER 6.00 MISCELLANEOUS

Follow-up of the Agreement

6.01 Both the Société and the Commission shall, within 15 days of the coming into force of this Agreement, appoint a person in charge of the follow-up.

Addresses of Notices

6.02 Any notice provided for in this Agreement shall be sent to the following addresses:

- (a) Secretary of the Société
Société de l'assurance automobile du Québec
333, boulevard Jean-Lesage
Québec (Québec)
G1K 8J6;
- (b) Secretary of the Commission
Commission de la santé et de la sécurité du travail
1199, rue De Bleury
Montréal (Québec)
H3C 4E1.

CHAPTER 7.00 COMING INTO FORCE AND TERM OF THE AGREEMENT

Coming into force

7.01 This Agreement takes effect on the date of the coming into force of the regulation made for that purpose by the Commission under section 170 of the Act respecting occupational health and safety.

Term

This Agreement remains in force until 31 December 1995.

Automatic Renewal

7.02 Thereafter, it shall be renewed automatically from one calendar year to the next, except where one of the parties sends to the other party, by registered or certified mail at least 90 days before the end of the term, a notice to the effect that the party concerned would like to cancel or amend the Agreement.

Amendments

7.03 In the latter case, the notice shall contain the amendments that the concerned party would like to see made.

Renewal

The sending of such a notice shall not prevent the automatic renewal of this Agreement for a period of one year. Where the parties do not agree on the amendments to be made to this Agreement, the Agreement ends, without further notice, at the end of the period of automatic renewal.

CHAPTER 8.00 CANCELLATION OF THE AGREEMENT

Failure

8.01 The Commission may, where the Société fails to fulfill any of its obligations, ask it to correct the situation within a time period set by the Commission. In the absence of such correction within the time period allotted, the Commission may unilaterally cancel this Agreement upon written notice.

Date

The Agreement shall then be cancelled on the date on which the written notice is sent.

Financial Adjustments

8.02 In the event of cancellation, the Commission shall make the financial adjustments taking into account the amounts payable under this Agreement.

Amount Owing

Any amount owing after those financial adjustments have been made shall be payable on the due date appearing on the notice of assessment.

Common Agreement

8.03 The parties may, at any time, agree to cancel this Agreement.

Damages

8.04 In the event of cancellation, neither party may be obliged to pay damages or any other form of indemnity or fees to the other party.

9683

Draft Regulations

Draft Regulation

Education Act
(R.S.Q., c. I-13.3)

Basic school

- Adults
- General education
- Amendments

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1; 1994, cc. 2 and 23), that the Regulation to amend the Basic school regulation respecting educational services for adults in general education, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

The purpose of the draft regulation is to

— amend the definition of Secondary Cycle Two education services in order to specify that those services also enable a person to attain knowledge and skills in mathematics, science, the history of Québec and Canada and human sciences, and not only in the language of instruction and the second language, in accordance with the rules of certification;

— increase from 15 to 25 the number of teaching hours equivalent to one credit;

— amend the rules of certification in order to indicate that the credits attached to a micro-computer science program at the Secondary IV level rather than a computer science program at the same level are taken into account to obtain an S.S.D.;

— correct inaccuracies in certain provisions of the Basic school regulation;

— change the English version in order to ensure coherence with the French version of the Basic school regulation.

The draft regulation has no impact on businesses.

Additional information may be obtained by contacting Mr. Alain Mercier, Director of the Direction de la formation générale des adultes, Ministère de l'Éducation, 1035, rue De La Chevrotière, 10^e étage, Québec (Québec), G1R 5A5, Tel.: (418) 646-7260, Fax: (418) 643-0056.

Any interested person having comments to make on the matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Education, 1035, rue De La Chevrotière, 16^e étage, Québec (Québec), G1R 5A5.

PAULINE MAROIS,
Minister of Education

Regulation to amend the Basic school regulation respecting educational services for adults in general education

Education Act
(R.S.Q., c. I-13.3, s. 448)

1. The Basic school regulation respecting educational services for adults in general education, made by Order in Council 732-94 dated 18 May 1994, is amended by inserting the words “, in mathematics, science, history of Québec and Canada or human sciences” after the word “language” in section 14.

2. Section 29 is amended by substituting the words “the person and one” for the words “the person or one” in the second paragraph.

3. The following is substituted for section 37: “One credit normally equals 25 hours of learning.”.

4. Section 47 is amended

(1) by substituting the word “micro-computer” for the word “computer” in subparagraph 4 of the first paragraph; and

(2) by substituting the word “in” for the word “during” in the last paragraph.

5. The English version of section 47 is amended

(1) by substituting the figure “4” for the figure “6” in subparagraph 2 of the first paragraph; and

(2) by substituting the word “credits” for the word “units” everywhere it occurs in the section.

6. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*, except for section 3 which comes into force on 1 July 1996.

9696

Notice of the Régie des alcools, des courses et des jeux relating to the By-law to amend the By-law respecting casino games

In accordance with the second paragraph of section 13 of the Act respecting the Société des loteries du Québec (R.S.Q., c. S-13.1), the Régie des alcools, des courses et des jeux is publishing its notice relating to the By-law to amend the By-law respecting casino games.

GHISLAIN K.-LAFLAMME, *lawyer*,
President-director general of the
Régie des alcools, des courses et des jeux

Notice of the Régie des alcools, des courses et des jeux relating to the By-law to amend the By-law respecting casino games

The Régie des alcools, des courses et des jeux, following examination of the By-law to amend the By-law respecting casino games, which was forwarded to it on February 27, 1996 by the Société des loteries du Québec, issues the following notice:

Concerning the By-law to amend the By-law respecting casino games, the Régie is favourable to this By-law and has no further comment to make.

Draft By-law

An Act respecting the Société des loteries du Québec (R.S.Q., c. S-13.1; 1993, c. 39)

Casino games
— **Amendments**

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the By-law to amend the By-law respecting casino games, made by the Société des loteries du Québec, the text of which appears below, may be submitted to the Government for approval upon the expiry of 45 days following this publication.

Any person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to Lynne Roiter, Director, Direction des Affaires

juridiques, Loto-Québec, 500, rue Sherbrooke Ouest, bureau 2000, Montréal (Québec), H3A 3G6.

Comments will be forwarded by the company to the Minister of Finance, who is responsible for the application of the Act respecting the Société des loteries du Québec.

MICHEL CRÊTE,
President and Managing Director
Société des loteries du Québec

By-law to amend the By-law respecting casino games

An Act respecting the Société des loteries du Québec (R.S.Q., c. S-13.1, a. 13)

1. The By-law respecting casino games, approved by Order in Council 1253-93 dated 1 September 1993 and amended by Order in Council 1675-95 dated 20 December 1995, is further amended in section 67.8 by inserting the words “, up to the maximum indicated at the table” after the word “follows”.

2. Section 67.17 is amended by substituting the word “and” for the comma after the word “king”.

3. The following is substituted for section 67.20:

“**67.20** The wagers are winning if the player’s hand has a value higher than the dealer’s. A winning initial wager is paid 1 to 1. A winning additional wager is paid as follows, up to the maximum indicated at the table:

Wager	Payout odds
Royal flush	100 to 1
Straight flush	50 to 1
Four-of-a-kind	20 to 1
Full house	7 to 1
Flush	5 to 1
Straight	4 to 1
Three-of-a-kind	3 to 1
Two pairs	2 to 1
Pair or the hand containing the highest ranking card	1 to 1.

67.21 In addition to the initial and additional wagers, the player may place a supplemental wager, provided that it is indicated at the table. The supplemental wager must be \$1.00 and must be placed on the designated area of the table before the dealer announces “No more bets”. It is a winning wager if the player’s hand is a Royal flush, a Straight flush, a Four-of-a-kind, a Full house or

a Flush, even if the dealer cannot open. Winning supplemental wagers are paid as follows:

Royal flush	100 % of the progressive jackpot
Straight flush	10 % of the progressive jackpot
Four-of-a-kind	\$500
Full house	\$100
Flush	\$50.

A display board continuously indicating the amount of the progressive jackpot must be placed in such a manner as to be visible from each table permitting this type of wager.”.

4. Section 68 is amended by inserting the words “, or thirty-eight numbers, that is 1 to 36, a zero and a double zero” after the word “zero”.

5. Section 69 is amended by inserting the word “, American” after the word “French”.

6. Section 70 is amended by inserting the words “American or” after the word “Every” in the first paragraph.

7. The following is substituted for subparagraph *e* of paragraph 2 of section 72:

“*e*) American Roulette (0, 00, 1, 2, 3) 6 to 1
 French or English Roulette (0, 1, 2, 3) 8 to 1;”.

9694

Draft Regulation

An Act respecting occupational health and safety (R.S.Q., c. S-2.1)

Office Franco-Québécois pour la Jeunesse — Agreement

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) and section 224 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), that, at the expiry of 60 days following the publication of this notice, the Regulation respecting the implementation of the Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse may be made by the Commission de la santé et de la sécurité du travail, with or without amendment, and submitted to the Government for approval.

The purpose of the Draft Regulation is to afford the protection of the Act respecting industrial accidents and

occupational diseases (R.S.Q., c. A-3.001) to persons who undertake training periods in the workplace, outside Québec, under programs of the Office Franco-Québécois pour la Jeunesse.

To that end, the Draft Regulation proposes that the Office Franco-Québécois pour la Jeunesse should be considered as the employer of the trainees for purposes of the Act respecting industrial accidents and occupational diseases and that it should assume the assessments accordingly.

To date, study of this matter has revealed the following effects on the public and businesses, including small and medium-sized businesses:

— protection against industrial accidents and occupational diseases is afforded to persons who undertake training periods in the workplace, outside Québec, under programs of the Office Franco-Québécois pour la Jeunesse;

— the Office Franco-Québécois pour la Jeunesse is deemed to be the employer of those trainees and pays the assessments accordingly.

Additional information may be obtained by contacting Mr. Pierre Gingras, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 12^e étage, Montréal (Québec), H3B 3J1; tel.: (514) 873-0679, fax: (514) 864-9985.

Any interested person having comments to make is asked to send them in writing, before the expiry of the 60-day period, to Mr. Donald Brisson, Vice-Chairman, Client and Partner Relations, Commission de la santé et de la sécurité du travail, 524, rue Bourdages, Québec (Québec), G1K 7E2.

PIERRE SHEDLEUR,
*Chairman of the Board of Directors
 and Chief Executive Officer of the
 Commission de la santé et de la sécurité du travail*

Regulation respecting the implementation of the Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse

An Act respecting occupational health and safety (R.S.Q., c. S-2.1, s. 223, 1st par., subpar. 39)

1. The Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) applies to persons participating in the programs of the Office Franco-

Québécois pour la Jeunesse on the conditions and to the extent provided for in the Agreement between the Office and the Commission de la santé et de la sécurité du travail appearing in Schedule I.

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

AGREEMENT BETWEEN

THE OFFICE FRANCO-QUÉBÉCOIS POUR LA JEUNESSE

having its head office at 1441, boulevard René-Lévesque Ouest, Montréal, represented by Mr. Michel Leduc, Secretary General, duly authorized,

hereinafter referred to as "The Office"

AND

THE COMMISSION DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL

having its head office at 524, rue Bourdages, Québec, represented by Mr. Pierre Shedleur, Chairman of the Board of Directors and Chief Executive Officer, duly authorized,

hereinafter referred to as "The Commission"

under section 16 of the Act respecting industrial accidents and occupational diseases

WHEREAS the Office, created by the Protocol concerning exchanges between Québec and France in matters of physical education, sports and popular education made pursuant to the Franco-Québec agreement of the 27th February 1965 on a program of exchange and co-operation in the field of education, shall, under section 1 of the Act respecting the Office Franco-Québécois pour la Jeunesse (R.S.Q., c. O-5), have the powers of a legal person within the meaning of the Civil Code of Québec;

WHEREAS under article 3 of the said Protocol, the Office shall have juridical personality and shall enjoy in Québec and in France autonomy in its management and administration;

WHEREAS under section 138 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), the Commission is a legal person within the meaning of the Civil Code of Québec and has the general powers of such a legal person and the special powers conferred upon it by that Act;

WHEREAS under section 170 of that Act, the Commission may make agreements with a Government depart-

ment or agency, another government or a department or agency of such a government for the application of the Acts and regulations administered by it, according to law;

WHEREAS under article 2 of that Protocol, the object of the Office is to develop relations between the youth of Québec and that of France, and for such purpose, to bring about, encourage and promote meetings and exchanges between groups of young people and also between authorities in the field of youthful activities, recreation and sports;

WHEREAS the Office has requested that the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply to certain trainees and it intends to assume the obligations prescribed for employers, including those concerning assessments due;

WHEREAS under section 16 of the Act respecting industrial accidents and occupational diseases, a person doing work under a project of any government, whether or not the person is a worker, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission and the government, agency or legal person concerned;

WHEREAS under section 16 of that Act, the second paragraph of section 170 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) applies to such agreement, the effect of that section 16 being that the Commission must proceed by way of a regulation in order to give effect to an agreement extending benefits arising out of Acts or regulations administered by it;

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

CHAPTER 1.00 ENABLING PROVISIONS

Enabling provisions

1.01 This Agreement is entered into under section 16 of the Act respecting industrial accidents and occupational diseases.

CHAPTER 2.00 PURPOSES OF AGREEMENT

Purposes of agreement

2.01 The purposes of this Agreement are to provide for the application of the Act respecting industrial accidents and occupational diseases to certain trainees of the

Office and to determine the respective obligations of the Office and of the Commission, on the conditions and to the extent set forth herein.

CHAPTER 3.00 DEFINITIONS

For the purposes of this Agreement,

“Commission”

(a) Commission means the Commission de la santé et de la sécurité du travail established under section 137 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1);

“employment”

(b) employment means, as the case may be, the remunerated employment the trainee has at the time his employment injury appears or for which he is registered with the Commission. If the trainee has no remunerated employment or is not registered with the Commission at the time his injury appears, he is entitled to an income replacement indemnity if he becomes unable, by reason of his injury, to carry on his usual employment or, if he does not carry on such employment usually, the employment that could have been his usual employment, considering his training and work experience and physical and intellectual capacity before his injury appeared;

“establishment”

(c) establishment means a body within the meaning of the Act respecting occupational health and safety;

“educational institution”

(d) educational institution means an agency that provides training programs under the Education Act (R.S.Q., c. I-13.3), under the General and Vocational Colleges Act (R.S.Q., c. C-29) or under the Act respecting private education (R.S.Q., c. E-9), or an educational institution at the university level. Such activities may include a non-remunerated training period at an establishment;

“employment injury”

(e) employment injury means an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including a recurrence, relapse or aggravation;

“Act”

(f) Act means the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001);

“Office”

(g) Office means the Office Franco-Québécois pour la Jeunesse, Section du Québec, created under article 1 of the Protocol concerning exchanges between Québec and France in matters of physical education, sports and popular education made pursuant to the Franco-Québec agreement of the 27th February 1965 on a program of exchange and co-operation in the field of education;

“trainee”

(h) trainee means a person who is doing work under a program administered by the Office, in particular the programs listed in Schedule I, and who is not

(a) a person doing work as part of a measure provided for in section 23 of the Act respecting income security (R.S.Q., c. S-3.1.1); or

(b) a person covered by section 10 of the Act who is undertaking a non-remunerated training period for which an educational institution is responsible.

CHAPTER 4.00 OBLIGATIONS OF THE OFFICE

Employer

4.01 The Office is deemed to be the employer of any trainee covered by this Agreement.

Restrictions

Notwithstanding the foregoing, that employer-employee relationship shall be recognized only for the purposes of assessments and indemnities under the Act and shall not be considered as an admission of *de facto* status which may be open to interpretation in other fields of activity.

General obligations

4.02 As an employer, the Office is bound, *mutatis mutandis*, by all the obligations provided for in the Act, including in particular the obligation to keep a register of work accidents occurring in the establishments where the trainees are located and the obligation to inform the Commission, using the form prescribed by the Commission, that a trainee is unable to continue his program by reason of his injury.

Register of accidents

However, the Office is required to make the register of work accidents referred to in the preceding paragraph available only to the Commission.

Information

At the request of the Commission, the Office shall forward a description of the program and of the tasks or activities performed by the trainee at the time the employment injury appeared.

Exceptions

4.03 Notwithstanding section 4.02, section 32 of the Act pertaining to the dismissal, suspension or transfer of a worker, the practice of discrimination or the taking of reprisals against him, sections 179 and 180 concerning temporary assignment and Chapter VII respecting the right to return to work do not apply to the Office.

First aid

Although the Office itself is not required to give first aid to a trainee who suffers an employment injury in accordance with sections 190 and 191 of the Act, it shall ensure that first aid is given where necessary and shall assume the costs thereof.

Payment of assessments

4.04 The Office agrees to pay the assessment calculated by the Commission in accordance with the Act and the regulations made thereunder and the fixed administrative costs associated with each financial record.

Assessment

4.05 For assessment purposes, the Office is deemed to pay wages that correspond, as the case may be, to the gross annual employment income of each trainee at the time he registered in a program, to the unemployment insurance benefits received by the trainee or to the minimum wage, if the trainee has no other employment income.

Minimum

The assessment shall be based on the wages that the Office is deemed to pay and on the length of the training period. However, the wages that the Office is deemed to pay may not in any case be less than two thousand dollars (\$2000) per trainee.

Annual statement

4.06 The Office shall send to the Commission, before 15 March of each year, a statement setting out, in particular,

(1) the amount of gross annual employment income earned by the trainees during the preceding calendar year calculated on the basis of the length of the training period; and

(2) an estimate of the gross annual employment income calculated on the basis of the length of the training period of the trainees registered or likely to be registered for a training period during the current year.

Register

4.07 The Office shall keep a detailed register of the names and addresses of the trainees and, if the trainees are employed during their training periods, the names and addresses of their respective employers.

Availability

The Office shall make such register available to the Commission if the latter so requires.

Description of programs

4.08 The Office shall forward to the Commission, upon the coming into force of this Agreement, a description of every program appearing in Schedule I.

New program or amendment

Every new program and every subsequent amendment to a program appearing in Schedule I shall be forwarded so that it may be evaluated and a decision may be made whether to include or to retain it under this Agreement.

CHAPTER 5.00 OBLIGATIONS OF THE COMMISSION

Worker status

5.01 The Commission shall consider a trainee covered by this Agreement to be a worker within the meaning of the Act, except in respect of travel between Québec and the country where the training period will be undertaken.

Indemnity

5.02 A trainee who suffers an employment injury is entitled to an income replacement indemnity from the first day following the beginning of his inability to carry on his employment by reason of his injury.

Payment

Notwithstanding section 60 of the Act, the Commission shall pay to such trainee the income replacement indemnity to which he is entitled.

Calculation of the indemnity

5.03 For the purposes of calculating the income replacement indemnity, the trainee's gross annual employment income is, as the case may be, that which he derives from the remunerated employment he has at the time his employment injury appears, that which corresponds to the unemployment insurance benefits received, that for which he is registered with the Commission or, if he is unemployed or if he is an independent operator not registered with the Commission, that determined on the basis of the minimum wage provided for in section 3 of the Regulation respecting labour standards (R.R.Q., 1981, c. N-1.1, r. 3) and the regular workweek referred to in section 52 of the Act respecting labour standards (R.S.Q., c. N-1.1), as they read on the date on which they are to be applied when the injury appears.

Exception

However, entitlement to an income replacement indemnity and the calculation thereof for a trainee who is considered to be a worker under this Agreement and who is a full-time student shall be determined according to sections 79 and 80 of the Act.

Recurrence, relapse or aggravation

In the event of a recurrence, a relapse or an aggravation, where the trainee has a remunerated employment, the gross annual income is, for the purposes of calculating the income replacement indemnity, established in accordance with section 70 of the Act. However, if he is unemployed at the time of the recurrence, relapse or aggravation, the gross annual employment income is that which he derived from the employment out of or in the course of which he suffered his employment injury; that gross income is revalorized on 1 January of each year from the date he ceased to hold the employment.

Financial records

5.04 At the request of the Office, the Commission shall open a special financial record for each program covered by this Agreement.

Unit of economic activity

Such record shall be classified in the unit corresponding to the economic activities described in the

"Programme d'aide à la création d'emploi" unit or, should amendments be made after this Agreement is signed, in a unit corresponding to those activities.

CHAPTER 6.00 MISCELLANEOUS

Monitoring of progress of Agreement

6.01 Within 15 days following the coming into force of this Agreement, both the Commission and the Office shall designate a person who will be responsible for monitoring the progress of this Agreement.

Addresses for notices

6.02 Every notice provided for in this Agreement shall be sent to the following addresses:

- (a) Le secrétaire de la Commission
Commission de la santé et de la sécurité du travail
1199, rue De Bleury
14^e étage
Montréal (Québec)
H3C 4E1;
- (b) Le secrétaire général de l'Office
Office Franco-Québécois pour la Jeunesse
1441, boulevard René-Lévesque Ouest
Montréal (Québec)
H3G 1T7.

CHAPTER 7.00 COMING INTO FORCE, TERM AND CANCELLATION

Taking effect

7.01 This Agreement takes effect on the date of coming into force of the Regulation adopted for that purpose by the Commission under section 170 of the Act respecting occupational health and safety.

Term

It shall remain in force until 31 December 1996.

Tacit renewal

7.02 It shall subsequently be renewed tacitly from one calendar year to the next, unless one of the parties sends to the other party, by registered or certified mail, at least 90 days before the term expires, a notice in writing to the effect that it intends to terminate the Agreement or make amendments thereto.

Amendments

7.03 In the latter case, the notice shall contain the amendments which the party wishes to make.

Renewal

The sending of such notice shall not preclude the tacit renewal of this Agreement for a period of 1 year. If the parties do not agree on the amendments to be made to the Agreement, the Agreement shall be terminated, without further notice, at the expiry of that period.

CHAPTER 8.00

CANCELLATION OF THE AGREEMENT

Non-compliance

8.01 If the Office fails to comply with any of its obligations, the Commission may request that the Office remedy that failure within a period fixed by the Commission. Should the failure not be remedied within the period fixed, the Commission may cancel this Agreement unilaterally by giving notice in writing.

Date

This Agreement shall then be cancelled on the date of the notice in writing.

Financial adjustments

8.02 In the event of cancellation, the Commission shall make financial adjustments on the basis of the amounts payable under this Agreement.

Sum due

Any sum due after such financial adjustments have been made shall be payable on the due date appearing on the notice of assessment.

Mutual agreement

8.03 The parties may, by mutual agreement, cancel this Agreement at any time.

Damages

8.04 In the event of cancellation, neither party shall be required to pay damages, interest or any other form of indemnity or charges to the other party.

IN WITNESS WHEREOF, the parties have signed

at _____ this _____ at _____ this _____
() day of _____ 1995 () day of _____ 1995

MICHEL LEDUC,
Secretary General
Office Franco-Québécois
pour la Jeunesse

PIERRE SHEDLEUR,
*Chairman of the Board of
Directors and Chief
Executive Officer*
Commission de la santé
et de la sécurité du
travail

SCHEDULE I TO THE AGREEMENT

LIST OF PROGRAMS SUBJECT TO THE AGREEMENT

— Training periods in the workplace outside Québec
9685

Draft Regulations

Professional Code
(R.S.Q., c. C-26)

Committees on training of certain professional orders

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulations the texts of which appear below may be made by the Government upon the expiry of 45 days following this publication:

- Regulation respecting the committee on training of acupuncturists;
- Regulation respecting the committee on training of chartered administrators;
- Regulation respecting the committee on training of agrologists;
- Regulation respecting the committee on training of land surveyors;
- Regulation respecting the committee on training of hearing-aid acousticians;
- Regulation respecting the committee on training of advocates;
- Regulation respecting the committee on training of chemists;
- Regulation respecting the committee on training of chartered accountants;
- Regulation respecting the committee on training of certified management accountants;

- Regulation respecting the committee on training of certified general accountants;
- Regulation respecting the committee on training of industrial relations counsellors;
- Regulation respecting the committee on training of guidance counsellors;
- Regulation respecting the committee on training of dentists;
- Regulation respecting the committee on training of denturologists;
- Regulation respecting the committee on training of dieticians;
- Regulation respecting the committee on training of chartered appraisers;
- Regulation respecting the committee on training of dental hygienists;
- Regulation respecting the committee on training of nursing assistants;
- Regulation respecting the committee on training of inhalotherapists;
- Regulation respecting the committee on training of notaries;
- Regulation respecting the committee on training of dispensing opticians;
- Regulation respecting the committee on training of optometrists;
- Regulation respecting the committee on training of speech therapists and audiologists;
- Regulation respecting the committee on training of pharmacists;
- Regulation respecting the committee on training of psychologists;
- Regulation respecting the committee on training of dental technicians;
- Regulation respecting the committee on training of medical technologists;
- Regulation respecting the committee on training of radiology technicians;
- Regulation respecting the committee on training of professional technologists;
- Regulation respecting the committee on training of social workers;
- Regulation respecting the committee on training of town planners.

The purpose of those Draft Regulations is to establish new terms of cooperation between the professional orders and the authorities of the teaching institutions in question. They provide for the setting up of advisory committees the composition of which is simpler and more functional than that of the existing training committees. They also specify the mandate of the committees, which includes in particular examining the objectives of the training programs and reviewing the objectives of the training programs of teaching institutions and of courses, training periods or professional

examinations prescribed by the professional orders, in order to ensure that the training is relevant to the professional skills to be learned.

Improving the quality of the training of professionals, which is the goal of the Regulations, will result in better protection for the public and a more adequate response to its needs. Moreover, the improvement in the cooperation between each order and the authorities of teaching institutions should bring about a reduction in the cost of training by eliminating overlap and duplication.

Further information may be obtained by contacting Mr. Yvon Doyle or Mr. Michel Paquette, Office des professions du Québec, 320, Saint-Joseph Est, 1^{er} étage, Québec (Québec), G1K 8G5, tel. (418) 643-6912, fax (418) 643-0973.

Any interested person having comments to make on one or more of the Draft Regulations is asked to send them in writing, before the expiry of the 45-day period, to Mr. Robert Diamant, Chairman of the Office des professions, 320, Saint-Joseph Est, 1^{er} étage, Québec (Québec), G1K 8G5.

PAUL BÉGIN,
*Minister responsible for the administration
of legislation respecting the professions*

Regulation respecting the committee on training of acupuncturists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des acupuncteurs du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of acupuncturists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of acupuncturist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions and leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committees on training of chartered administrators

Professional Code

(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des administrateurs agréés du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of chartered administrators.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of chartered administrator.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select 1 of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the second paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committees on training of agrologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des agronomes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of agrologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of agrologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select 1 of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the second paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's

duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the committee on training in agrolgy (R.R.Q., 1981, c. A-12, r. 5).

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

Regulation respecting the committee on training of land surveyors

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des arpenteurs-géomètres du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of land surveyors.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of land surveyor.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select 1 of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the second paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of hearing-aid acousticians

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des audioprothésistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of hearing-aid acousticians.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of hearing-aid acoustician.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select 1 of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the second paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of advocates

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Barreau du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of advocates.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of advocate.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation establishing the joint committee on the training of candidates to the practice of the profession of advocate (R.R.Q., 1981, c. B-1, r. 2).

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

Regulation respecting the committee on training of chemists

Professional Code

(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des chimistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of chemists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of chemist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of chartered accountants

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des comptables agréés du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of chartered accountants.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of chartered accountant.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's

duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of certified management accountants

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des comptables en management accrédités du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of certified management accountants.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of certified management accountant.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of certified general accountants

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des comptables généraux licenciés du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of certified general accountants.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of certified general accountant.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of industrial relations counsellors

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des conseillers en relations industrielles du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of industrial relations counsellors.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of industrial relations counsellor.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of guidance counsellors

Professional Code

(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des conseillers et conseillères d'orientation du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of guidance counsellors.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of guidance counsellor.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of dentists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des dentistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of dentists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of dentist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's

duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting a joint committee on training in dentistry (R.R.Q., 1981, c. D-3, r. 5).

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

Regulation respecting the committee on training of denturologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des denturologistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of denturologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of denturologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of dieticians

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des diététistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of dieticians.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of dietician.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation establishing a committee on training in dietetics (R.R.Q., 1981, c. C-26, r. 66).

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

Regulation respecting the committee on training of chartered appraisers

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des évaluateurs agréés du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of chartered appraisers.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of chartered appraiser.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of dental hygienists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des hygiénistes dentaires du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of dental hygienists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of dental hygienist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of nursing assistants

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des infirmières et infirmiers auxiliaires du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions, as the case may be, and the Minister of Education, matters relating to the quality of the training of nursing assistants.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of nursing assistant.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des commissions scolaires du Québec and the Association québécoise des commissions scolaires shall appoint 1 member each to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération or Association and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération and to the Association, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and the member appointed by the Minister shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting a committee on training concerning the profession of nursing assistant, made by Order in Council 780-83 dated 20 April 1983.

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

Regulation respecting the committee on training of inhalotherapists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des inhalothérapeutes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of inhalotherapists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of inhalotherapist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of notaries

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Chambre des notaires du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of notaries.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of notary.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the committee on training of notaries (R.R.Q., 1981, c. N-2, r. 4).

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

Regulation respecting the committee on training of dispensing opticians

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des opticiens d'ordonnances du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of dispensing opticians.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of dispensing optician.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the committee on training of dispensing opticians (R.R.Q., 1981, c. O-6, r. 4).

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

Regulation respecting the committee on training of optometrists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des optométristes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of optometrists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of optometrist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for

Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération des cégeps shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the joint committee on training in audiometry (R.R.Q., 1981, c. O-7, r. 3).

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

Regulation respecting the committee on training of speech therapists and audiologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des orthophonistes et audiologistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of speech therapists and audiologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for

the practice of the profession of speech therapist and audiologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the committee on training in speech therapy and audiology (R.R.Q., 1981, c. C-26, r. 124).

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

Regulation respecting the committee on training of pharmacists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des pharmaciens du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of pharmacists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of pharmacist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for

University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation respecting the joint committee on training in pharmacy (R.R.Q., 1981, c. P-10, r. 6).

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

Regulation respecting the committee on training of psychologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des psychologues du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of psychologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of psychologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of dental technicians

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des techniciens dentaires du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of dental technicians.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of dental technician.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of medical technologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des technologistes médicaux du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of medical technologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of medical technologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of radiology technicians

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des technologues en radiologie du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of radiology technicians.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of radiology technician.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of professional technologists

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des technologistes professionnels du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the college educational institutions and the Minister of Education, matters relating to the quality of the training of professional technologists.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of professional technologist.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Fédération des cégeps shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for Professional and Technical Training, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person, in particular, the Commission d'évaluation de l'enseignement collégial.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Fédération and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Fédération, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Fédération shall be appointed for a term of 2 years.

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

Regulation respecting the committee on training of social workers

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des travailleurs sociaux du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of social workers.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of social worker.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such

as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation establishing a committee on training in social service, approved by Order in Council 781-83 dated 20 April 1983.

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

Regulation respecting the committee on training of town planners

Professional Code
(R.S.Q., c. C-26, s. 184, 2nd par.)

1. A committee on training shall be set up within the Ordre professionnel des urbanistes du Québec.

2. The Committee shall be an advisory committee whose mandate is to examine, in concordance with the respective and complementary jurisdictions of the Order, the university educational institutions and the Minister of Education, matters relating to the quality of the training of town planners.

Quality of training means the adequacy of the training for the acquisition of the professional skills required for the practice of the profession of town planner.

In respect of training, the Committee shall consider

(1) the objectives of the training programs offered by educational institutions leading to a diploma that gives access to a permit or specialist's certificate;

(2) the objectives of the other conditions and procedures for the issue of permits or specialist's certificates that may be imposed by a regulation of the Bureau, such as professional training periods or professional examinations; and

(3) the diploma or training equivalency standards, prescribed by regulation of the Bureau, that give access to a permit or specialist's certificate.

3. The Committee shall be composed of 5 members chosen for their knowledge and the responsibilities they have exercised in respect of the matters referred to in section 2.

The Conférence des recteurs et des principaux des universités du Québec shall appoint 2 members to the Committee.

The Minister of Education or his representative, the Deputy Minister or the Assistant Deputy Minister for University and Scientific Affairs, shall appoint 1 member to the Committee and, if necessary, 1 alternate.

The Bureau shall appoint 2 members of the Order to the Committee, and the Committee shall select one of those 2 members as its chairman.

The Committee may also authorize concerned persons or representatives of concerned organizations to participate in its meetings.

4. The members of the Committee shall be appointed for a term of 3 years.

The members shall remain in office until they are reappointed or replaced.

5. The duties of the Committee shall be

(1) to review each year, in light of developments in knowledge and practice and particularly in respect of protection of the public, the quality of training and, where appropriate, it shall report its observations to the Bureau;

(2) to provide its opinion to the Bureau, in respect of the quality of training,

(a) on projects involving the revision or the preparation of the objectives or standards referred to in the third paragraph of section 2;

(b) on ways to improve the quality of training, in particular by proposing solutions to the problems observed.

The Committee shall indicate in its report, if any, and in its opinion the viewpoint of each of its members.

6. The members of the Committee shall strive to gather information relevant to the exercise of the Committee's duties from the organizations that appointed them and from any other concerned organization or person.

7. The chairman shall fix the date, time and place of the Committee's meetings.

Notwithstanding the foregoing, the chairman shall convene a meeting of the Committee whenever at least 3 of its members so request.

8. The Committee shall hold at least 2 meetings per year.

9. The quorum of the Committee shall be 3 members, including 1 member appointed by the Bureau, 1 by the Conférence and 1 by the Minister.

10. Clerical support for the Committee shall be the responsibility of the Order.

The secretary designated by the Order shall see to drawing up and conserving the minutes, reports and opinions of the Committee.

11. The Bureau shall transmit a copy of the Committee's report, if any, and a copy of the Committee's opinion to the Conférence, to the Minister of Education and to the Office des professions du Québec.

12. The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

13. Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

14. This Regulation replaces the Regulation constituting a committee on training in town planning (R.R.Q., 1981, c. C-26, r. 194).

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

9689

Draft Regulation

An Act respecting the Régie du logement
(R.S.Q., c. R-8.1; 1995, c. 61)

Civil Code of Québec
(1991, c. 64; 1995, c. 61)

Mandatory lease forms

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

The purpose of the Draft Regulation is

(1) to prescribe the obligation for the lessor to use the lease forms of the Régie du logement and to prescribe the content of the forms appearing

(1) in Schedule 1, in the case of a dwelling rented by a student in an educational institution;

(2) in Schedule 2, in the case of a dwelling situated in low-rental housing within the meaning of the first paragraph of article 1984 of the Civil Code;

(3) in Schedule 3, in the case of land intended for the installation of a mobile home;

(4) in Schedule 4, in the case of a dwelling not referred to in the preceding subparagraphs and rented out by a cooperative;

(5) in Schedule 5, in the case of any other dwelling;

(2) to prescribe the mandatory use of the form "Schedule to the lease — Services offered to elderly" where services other than those indicated in the lease are offered to a lessee who is an elderly person, where the dwelling is located in a private residence;

(3) to prescribe the obligation for the lessor to use the writing form of the Régie du logement in the case of an oral lease;

(4) to renew the present rules concerning the content of the notice to a new lessee;

(5) to fix the sale price for 2 copies of the lease form or 2 copies of the writing at \$1.99 plus taxes.

To date, study of the matters has revealed the following impact:

As regards the measure itself:

— it will make it possible to implement the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61), passed on 7 December 1995 and assented to on the following 11 December;

— it will prescribe the use of the lease forms of the Régie du logement and, consequently, it will prevent a few businesses and landlord associations to edit and sell a lease form;

— it will clarify the leasing rules for all lessors and lessees and will provide everyone with the legal security required to establish a correct contractual relationship through the lease;

— it will ensure that the mandatory particulars are given to the lessee;

— it will discourage the insertion of illegal, abusive and unreasonable clauses in the lease;

— it will discourage practices designed to impose leasing conditions;

— it will clearly show what is negotiable and what is not because of legal prescriptions.

As regards the content of the forms:

— it will make give more importance to prevention, since the accurate description of the leased property and of the conditions will make it possible to avoid conflicts and legal disputes;

— it will make it possible to attest the undertakings given and facts (e.g. work to be carried out by the lessor,

whether the building by-laws have been given before entering into the lease, etc.);

— it will provide more information to the parties on the applicable law;

— it will promote the protection of personal information;

— it will help the lessee to give an enlighten consent where he authorizes the lessor to disclose information and will invite them to specify and limit the extent of the authorization;

— it will make it possible to clarify the sharing of responsibilities between co-tenants and towards the landlord;

— it will prevent the lease from being completed by various schedules pertaining to subjects usually covered, which would deprive the parties of information necessary for understanding the scope of the undertakings;

As regards the various types of leases:

— they will make it possible to inform all lessors and lessees properly on the legal rules applicable to the type of leased dwelling;

— they will make it possible to adapt the content of the lease to each situation as regards the negotiable items of the lease;

— the schedule for services to elderly will make it possible to complete the lease for a private dwelling and to oblige the parties to specify the services included in the rent and those that are not. In the case of excluded services, the schedule will make it possible to specify the services that the lessor undertakes to make available;

— that schedule will make it possible for both parties to avoid major disputes and inconvenience.

Further information may be obtained by contacting Ms. Carole McMurray, Régie du logement, 5199, rue Sherbrooke Est, 1^{er} étage, bureau 2360, Pyramide Ouest (D), Montréal (Québec), H1T 3X1; tel. (514) 873-6575, fax: (514) 873-6805.

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Municipal Affairs, 20, rue Chauveau, secteur B, 3^e étage, Québec (Québec), G1R 4J3.

RÉMY TRUDEL,
Minister of Municipal Affairs

Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee

An Act respecting the Régie du logement
(R.S.Q., c. R-8.1, s. 108, 1st par., subpar. 5; 1995, c. 61, s. 1)

Civil Code of Québec
(1991, c. 64, s. 1895; 1995, c. 61, s. 2)

1. A lessor shall, in order to enter into a lease governed by Section IV of Chapter IV of Title Two of Book Five of the Civil Code of Québec, use the form of the Régie du logement appearing

(1) in Schedule 1, in the case of a dwelling rented by a student in an educational institution;

(2) in Schedule 2, in the case of a dwelling situated in low-rental housing within the meaning of the first paragraph of article 1984 of the Civil Code of Québec;

(3) in Schedule 3, in the case of land intended as the site for a mobile home;

(4) in Schedule 4, in the case of a dwelling not referred to in the preceding paragraphs and rented by a cooperative; or

(5) in Schedule 5, in the case of any other dwelling.

2. Where services other than those indicated in the lease form for a dwelling referred to in Schedules 4 and 5 are offered to a lessee who is an elderly person, the lessor shall also use the form of the Régie du logement appearing in Schedule 6.

3. In the case of an oral lease, a lessor is bound to present the writing produced by the Régie du logement and appearing in Schedule 7.

4. A notice to a new lessee provided for in article 1896 of the Civil Code of Québec shall mention the services not included in the rent and the additional services included in the rent requested.

5. The form for a lease, or the form for a writing in the case of an oral lease, is sold in duplicate at the price of \$1.99 (plus taxes).

6. This Regulation replaces the Regulation respecting the particulars of a lease or writing and the particulars of a notice to a new lessee, made by Order in Council 1618-93 dated 24 November 1993.

7. This Regulation comes into force on 1 July 1996.

SCHEDULE 1**LEASE FORM OF THE RÉGIE DU LOGEMENT****LEASE****IN AN EDUCATIONAL INSTITUTION**

Number _____

BETWEEN

<p>the lessee, hereinafter referred to as the student:</p> <p>Name</p> <p>Permanent address</p> <p>Mailing address</p> <p>Telephone residence: _____ other: _____</p>	<p>and the lessor, hereinafter referred to as the educational institution or the institution:</p> <p>Name and address</p> <p>Telephone</p> <p>represented by _____ (name)</p> <p>_____ (position)</p> <p>duly authorized for that purpose.</p>
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DESCRIPTION AND DESTINATION OF THE LEASED ROOM AND ACCESSORIES

Identification of room

The room is leased for residential purposes only.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the room is delivered, by means of a schedule.)

Furniture is leased and included in the rent yes no If yes:

Common premises:

- Stove
- Microwave oven
- Refrigerator
- Mini-refrigerator
- Kitchen table
- Armchairs
(number _____)
- Chairs
(number _____)
- Window shades or blinds
- Lamps
(number _____)
- Living room table
- Other

Room:

- Bed table
- Lamps
(number _____)
- Bed
- Mattress
- Chest of drawers
- Desk
- Window shades or blinds
- Other

The student is entitled to bring in his own furniture yes no

Specifications:

OTHER ACCESSORIES:

TERM AND RENT

The term of the lease is _____ months beginning on _____
 day month year
 and ending on _____
 day month year .

The rent is payable in equal and consecutive instalments of \$ _____
 _____ per month per week ,
 for a total of \$ _____
 _____ for the full term of the lease.

Payment will be made on the 1st day of the month or of the week or on _____ .

The rent is payable at the following location: _____

by cheque in cash _____
 Other method of payment

The educational institution may not demand postdated cheques. However, the student may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes no

The rent for the first month will be paid on _____
 day month year .

SERVICES AND CONDITIONS

There are by-laws for the immovable: yes no

A copy of the by-laws was given to the student before entering into the lease: yes no

on _____
 Date Student's initials

OTHER SERVICES AND CONDITIONS

Continued on schedule yes no

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED
BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

The student and the educational institution may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

the room is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on ____/____/____ day month year

Initials of the institution's
representative

the room is located in an immovable whose use for residential purposes results from a recent change of destination that was made 5 years ago or less. The immovable became ready for habitation on ____/____/____ day month year

Initials of the institution's
representative

Therefore, if such restriction is denounced, the student who **objects to a modification in his lease requested by the educational institution, such as an increase in the rent**, shall vacate the room upon termination of the lease (art. 1945 2nd par. C.C.Q.).

But, where the educational institution does not mention such restriction in the lease, it may not set it up against the student.

However, the Court may rule on any other application concerning the lease.

**NOTICE TO A NEW STUDENT BY THE EDUCATIONAL INSTITUTION
(ARTS. 1896 and 1950 C.C.Q.)**

The educational institution shall, at the time the lease is entered into, give the following notice to a new student:

I notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was
\$ _____ per month per week other _____.

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., telephone) have been

added

removed

Signature of the educational institution's representative

If the new student pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the educational institution did not give that notice at the time the lease was entered into, the new student may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new student may also make such application within 2 months of the day he becomes aware of a false statement in the notice (art. 1950 C.C.Q.).

SCHEDULES

This lease is completed by schedules which are an integral part of the lease yes no

PERSONAL INFORMATION

The educational institution shall respect the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information (R.S.Q., c. A-2.1).

Collection of personal information

The educational institution may not collect information other than that necessary for the entering into of the lease for the purposes of verifying: the student's capacity to pay the rent requested, his prior payment habits, his prior behaviour as a tenant and whether he is registered as a full-time student with the educational institution. The institution may also collect the information necessary for executing the lease.

Prior to collecting personal information, the educational institution shall inform the student of

- how such information will be used;
- the categories of persons who will have access thereto;
- whether its request for information is mandatory or not;
- the consequences of a refusal to satisfy the request;
- the rights of access and correction provided for by law.

Use of personal information by the educational institution

The educational institution shall ensure the confidentiality of the information in its possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The educational institution may not use the information for purposes other than those for which it was collected.

Disclosure of personal information by the educational institution

The educational institution may not disclose the personal information that it holds on a student without his consent. Such consent shall be enlightened, given freely and without pressure. However, the educational institution may disclose information without being authorized, in certain cases provided for in the Act.

Confidentiality and disclosure of personal information

The student and the educational institution acknowledge that the personal information provided is of a confidential nature.

The student acknowledges that the educational institution may verify at all times with the competent authorities that he is registered as a full-time student in the institution where the dwelling in question is located.

Initials of the institution's representative

Student's initials

If the educational institution is not a public body, it shall comply with the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

Further information may be obtained on this matter from the Commission d'accès à l'information.

PARTICULARS

General information

These particulars describe most of the rights and obligations of students who are lessees and educational institutions that are lessors. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec, particularly articles 1979 to 1983.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

ENTERING INTO LEASE

By-laws of the immovable (art. 1894 C.C.Q.)

1. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the room and of the common premises.

If there are such by-laws, the educational institution is bound to give the student a copy thereof **before** entering into the lease, so that they form part of the lease.

Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may waive his right to maintain occupancy (art. 1936 C.C.Q.) or release himself from the obligation to give notice (art. 1898 C.C.Q.). The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the student by reason of an increase in the number of occupants in the room, unless the size of the room warrants it (art. 1900 C.C.Q.);

- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
 - a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
 - a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
 - a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
 - a clause limiting the right of the student to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The student may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

Language of the lease and of the by-laws of the immovable

5. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may agree to use another language.

RIGHT TO MAINTAIN OCCUPANCY

6. Every student has a personal right to maintain occupancy (art. 1936 C.C.Q.). He may be evicted from his room only in the cases provided for by law, including

- the resiliation of the lease for nonperformance of his obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the person ceases to be a full-time student, ends his studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

7. A student who rents a room in an educational institution is entitled to maintain occupancy for any period during which he is enrolled in the institution as a full-time student (art. 1979 C.C.Q.). (see particular No. 8)

However, the student is not entitled to maintain occupancy if he leases a room in an educational institution other than the one in which he is enrolled (art. 1979 C.C.Q.).

8. A student who wishes to avail himself of the right to maintain occupancy shall give a one-month notice before the expiry of the lease (see particular No. 43) (art. 1980 C.C.Q.).

9. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

10. Where a person ceases to be a full-time student, the educational institution may resiliate the lease by giving one-month's notice.

However, the student may, within one month of receiving the resiliation notice, contest it on its merits by filing an application with the Régie du logement (art. 1982 C.C.Q.).

11. Where a person ceases to be a full-time student, he may also resiliate the lease by giving one-month's notice (art. 1982 C.C.Q.).

12. The lease of a student is resiliated of right (automatically) when he ends his studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

Change of lessor

13. A new lessor is bound to respect the lease of the student (art. 1937 C.C.Q.).

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF ROOM AT BEGINNING OF LEASE

15. The educational institution shall, on the date scheduled for delivering the room, deliver the room in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

16. A student may refuse to take possession of a room that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

17. When entering into a lease, an educational institution may require payment of rent in advance for the first payment period. However, such advance payment may not exceed one month's rent. It may not demand any other amount of money from the student (e.g., deposit for the keys) (art. 1904 C.C.Q.).

18. The student shall pay his rent on the first day of each payment period, unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

19. The rent is payable in equal instalments not exceeding one month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

20. Non-payment of the rent entitles the educational institution to obtain from the Court a condemnation forcing the student to pay it. Also, if the student is over 3 weeks late in paying his rent, the educational institution may obtain the resiliation of the lease (arts. 1863 and 1971 C.C.Q.).

Frequent late payment of the rent may also warrant the resiliation of the lease if the educational institution suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

21. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

22. Neither the educational institution nor any other person may harass a student in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the room (art. 1902 C.C.Q.).

A student who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

23. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

24. The student may not, without the consent of the educational institution, use or keep in the room a substance which constitutes a risk of fire or explosion or which would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

25. The student and the persons he allows to use or to have access to his room shall act in such a way as not to disturb the normal enjoyment of the other students (art. 1860 C.C.Q.).

26. During the term of the lease, the educational institution and the student may not change the form or use of the room (art. 1856 C.C.Q.).

MAINTENANCE OF ROOM AND REPAIRS

Maintenance duty

27. The educational institution is obligated to warrant the lessee that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

28. The student shall keep the premises in good clean condition. The educational institution shall restore the room to clean condition after carrying out work in it (art. 1911 C.C.Q.).

29. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

30. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

31. The student may abandon his room if it becomes unfit for habitation. In such case, he shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

32. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the educational institution may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the student may demand compensation (art. 1865 C.C.Q.).

33. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, he may do so only if he has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course (art. 1868 C.C.Q.).

The educational institution may intervene to pursue the work (art. 1868 C.C.Q.).

The student shall render an account to the educational institution of repairs undertaken and expenses incurred and shall deliver to it the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

34. The educational institution shall give notice to the student before undertaking in the leased premises major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the student will have to incur during the work. Such compensation is payable to the student on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
 - the necessary period of vacancy;
 - the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than one week. In such case, at least 3 months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the dwelling temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF PREMISES

35. The educational institution has the right

- to visit the leased premises to ascertain their condition;
- to carry out work in the premises;
- to show it to a prospective student or acquirer.

However, it shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

36. A student who, in accordance with the law, must vacate the premises or who exercises his right to resiliate his lease shall, from that moment, allow the educational institution to show the premises to prospective students.

In such case, the educational institution is not required to notify the student 24 hours in advance (art. 1930 C.C.Q.). However, it must have authorization to enter the premises.

37. Except in case of emergency, the educational institution shall give 24 hours' notice of its intention

- to ascertain the condition of the premises;
- to carry out work other than major work (see particular No. 34 for major work);
- to show the premises to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

38. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the student may require that a representative of the institution be present.

Except in case of emergency, the student may deny access to the leased premises if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

39. No lock or other device restricting access to the leased premises may be installed or changed without the consent of the student and of the educational institution (art. 1934 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

40. Every notice relating to the lease (e.g., notice concerning the right to maintain occupancy), given by the educational institution or by the student, shall be written and drawn up in the same language as the lease.

Exception: Only the notice by the educational institution for the purpose of having access to the room may be given orally (particular No. 37).

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

42. The lease for a room in an educational institution is not renewed of right (automatically), unlike leases for other kinds of dwellings (art. 1941 C.C.Q.). (see particulars Nos. 7 and 9)

43. A student who wishes to avail himself of the right to maintain occupancy shall give **one month's** notice of his intention to renew the lease before it expires.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his intention to renew the lease, he shall, when it expires, vacate the room permanently. (art. 1980 C.C.Q.).

Modification of lease

44. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice to the student between **10 and 20 days** before the lease expires (art. 1942 C.C.Q.).

45. The educational institution shall, in that notice of modification, indicate to the student

— the modification or modifications requested;

— the new term of the lease, if it wishes to change it;

— the new rent in dollars or the increase requested, in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;

— the time granted to the student to refuse the proposed modification, i.e., one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to the notice of modification (arts. 1945 and 1980 C.C.Q.)

46. A student who has received a notice of modification of the lease has one month after receiving the notice to reply and notify the institution that he

— accepts the requested modification or modifications; or

— refuses the requested modification or modifications.

If the student fails to reply, he is deemed to accept the modifications requested by the educational institution. If the student refuses the modification, he is entitled to return to his room if the lease is renewed (see particulars Nos. 7, 9, 42 and 43). However, the Régie du logement may be requested to set the conditions of renewal (see particular No. 47).

Exception: In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a student who refuses the requested modification shall vacate the room permanently upon termination of the lease.

Fixing of conditions of lease by the Régie du logement (art. 1947 C.C.Q.)

47. The educational institution has 1 month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed on the same conditions.

ASSIGNMENT AND SUBLEASING

48. A student leasing a room in an educational institution **is not entitled to sublease his room or to assign his lease** (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

49. The student shall leave his room upon termination of the lease; no grace period is provided for by law.

When leaving his room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

50. Upon termination of the lease, the student shall surrender the premises in the condition in which he received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the student and the educational institution, otherwise the student is presumed to have received the premises in good condition (art. 1890 C.C.Q.).

SIGNATURES		
Signed at: _____ City Date	_____	Educational institution's representative
Signed at: _____ City Date	_____	Student
Other signatories - indicate the name, address, title or quality of the signatory (surety, witness, etc.).		

Name, address, quality		
Signed at: _____ City Date	_____	Signature

Name, address, quality		
Signed at: _____ City Date	_____	Signature

COPY OF LEASE TO STUDENT

The educational institution shall give a copy of the lease to the student **within 10 days** after entering into it.

Lease given on ____/____/____
 day month year

Signature of educational institution's representative

Signature of student

RÉGIE DU LOGEMENT

Students and educational institutions may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a room rented out by an educational institution. (In certain cases, the amount in dispute must be less than \$30 000.)

PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information (R.S.Q., c. A-2.1).

Collection of personal information

The landlord may collect only the information necessary for assessing the eligibility of each of the lessees, for allocating a dwelling in low-rental housing and for determining the rent and the information necessary for the performance of the lease.

Prior to collecting personal information, the landlord shall inform each of the lessees of

- how such information will be used;
- the categories of persons who will have access thereto;
- whether his request for information is mandatory or not;
- the consequences of a refusal to satisfy the request;
- the rights of access and correction provided for by law.

Use of personal information by the landlord

The landlord shall ensure the confidentiality of the information in his possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The landlord may not use the information for purposes other than those for which it was collected.

Disclosure of personal information by the landlord

The landlord may not disclose the personal information that he holds on the lessee or any other person in the household without their consent. Such consent shall be enlightened, given freely and without pressure. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

Confidentiality and disclosure of personal information

The lessee and the lessor acknowledge that the personal information provided is of a confidential nature.

The lessee acknowledges that the personal information will be used by the lessor and the Société d'habitation du Québec (if the latter is not the lessor under this lease).

Landlord's initials

Initials of each of the lessees

If the landlord is not a public body, he shall comply with the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

Further information may be obtained on this matter from the Commission d'accès à l'information.

PARTICULARS

General information

These particulars describe most of the rights and obligations of lessees and landlords of dwellings in low-rental housing. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec, particularly articles 1984 to 1995.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

ENTERING INTO LEASE

By-laws of the immovable (art. 1894 C.C.Q.)

1. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

Clauses of the lease

2. The landlord and the lessee may agree on various clauses, but they may not disregard the provisions of public order in the Act respecting the Société d'habitation du Québec and the regulations thereunder by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, the lessee may not waive his right to maintain occupancy (art. 1936 C.C.Q.); the parties may not agree that the lessee may sublease his dwelling or assign his lease nor release themselves from the obligation to give notice (art. 1898 C.C.Q.). The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
 - a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
 - a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
 - a clause providing for an adjustment of the rent in a lease of 12 months or less (except in the cases provided for by law, see particular No. 14) (art. 1906 C.C.Q.);
 - a clause whereby a lessee acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
 - a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
 - a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

Language of the lease and of the by-laws of the immovable (art. 1897 C.C.Q.)

5. The lease and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

RIGHT TO MAINTAIN OCCUPANCY

6. The lessee has a personal right to maintain occupancy (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including the resiliation of the lease for nonperformance of his obligations (arts. 1863, 1971 and 1973 C.C.Q.).

7. Cessation of cohabitation or the death of a co-lessee does not affect the right to maintain occupancy of the other co-lessees.

The right to maintain occupancy may also be extended to certain persons where cohabitation ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, those persons are not entitled to renewal of the lease if they no longer meet the conditions of allocation prescribed in the by-laws. The landlord is then authorized to resiliate the lease by giving 3 months' notice before termination of the lease. Such notice of resiliation may be contested before the Régie du logement within 1 month following receipt thereof (arts. 1991 and 1993 C.C.Q.).

8. Where a dwelling in low-rental housing is assigned following a false statement of the lessee, the landlord may, within 2 months after becoming aware of the false statement, apply to the Court for the resiliation of the lease or the modification of certain conditions of the lease if, were it not for the false statement, he would not have assigned the dwelling to the lessee or would have done so on different conditions (art. 1988 C.C.Q.).

Change of landlord

9. The new landlord of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).

10. Where the lessee has not been personally informed of the name and address of the new landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF DWELLING AT BEGINNING OF LEASE

11. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

12. The lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

THE RENT

Fixing of rent

13. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec respecting leasing conditions, the lessee may, within the following 2 months, apply to the Régie du logement for review of the rent (art. 1992 C.C.Q.) (particular No. 48).

Reduction of lease during term

14. During the term of the lease, the landlord shall, upon request from a lessee who has suffered a reduction of income or a change in the composition of his household, reduce the rent in accordance with the by-laws of the Société d'habitation du Québec. If the landlord refuses or neglects to do so, the lessee may apply to the Régie du logement for the reduction (art. 1994 C.C.Q.).

If the lessee's income returns to or become greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent within 1 month after it is re-established (art. 1994 C.C.Q.).

Payment of rent

15. When entering into a lease, a landlord may require payment of rent in advance for the first month of the lease. He may not demand any amount of money other than the rent (e.g., deposit for the keys) (art. 1904 C.C.Q.).

16. The prime obligation of the lessee is to pay the rent agreed upon. Unless otherwise agreed, the rent is payable in advance on the first day of each month. The lessee is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

17. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

18. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

19. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

20. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease.

Frequent late payment of the rent may also warrant the resiliation of the lease if the landlord suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

21. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

22. Neither the landlord nor any other person may harass a lessee in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the dwelling (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

23. The lessee shall, throughout the term of the lease, use the leased property “with prudence and diligence”, i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

24. The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

25. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

26. The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

In case of violation of that obligation, the landlord may apply to the Régie du logement for rescission of the lease where he proves that the violation causes serious injury to him (arts. 1860 and 1863 C.C.Q.).

27. During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Maintenance duty

28. The landlord is obligated to warrant the lessee that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

29. The lessee shall keep the premises in good clean condition. The landlord shall restore the room to clean condition after carrying out work in it (art. 1911 C.C.Q.).

30. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

31. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

32. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (arts. 1915 and 1916 C.C.Q.) (particular No. 12).

Urgent and necessary repairs

33. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourse for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

34. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the dwelling. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. The lessee may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

35. The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than one week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF DWELLING

36. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

37. A lessee who, in accordance with the law, gives notice to his landlord of his intention to leave the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees. In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he must have the lessee's authorization to enter the dwelling.

38. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 35 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

39. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to his dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

40. No lock or other device restricting access to the dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

41. The landlord may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

42. Every notice relating to the lease (e.g., notice of a modification to increase the rent), given by the landlord or by the lessee, shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

Exception: Only the notice given by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 38).

43. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease (art. 1941 C.C.Q.)

44. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The landlord may not prevent that lease from being renewed, except in certain cases (see particular No. 7).

However, the landlord may, with a view to the renewal, modify the conditions of the lease. To that end, he shall, in the case of a 12-month lease, give notice of the modification to the lessee between 3 and 6 months before term (art. 1942 C.C.Q.).

45. In the notice of modification, the landlord shall inform the lessee

- of his **intention** to modify the rent;
- of the new term of the lease, if he wishes to change its duration;
- of any other requested modification (arts. 1942 and 1992 C.C.Q.).

Except in the case of a notice of intention to modify the rent, the landlord shall also indicate the period granted to the lessee to contest the requested modification (art. 1943 C.C.Q.).

46. The lessee shall provide the landlord with the names of the persons living with him and with the required vouchers attesting to the income. Such information shall be provided within 1 month of the landlord's request. (By-laws of the Société d'habitation du Québec respecting leasing conditions).

47. A lessee who has received a notice of modification of a condition in the lease **other than the rent** has **1 month** after receiving that notice to apply to the Régie du logement for a ruling on the merits of that modification (art. 1993 C.C.Q.).

48. If the **rent** is not fixed in accordance with the by-laws of the Société d'habitation du Québec, the lessee may, within **2 months** after the fixing of the rent, apply to the Régie du logement for review of the rent (arts. 1956 and 1992 C.C.Q.) (particular No. 13).

Agreement on modifications

49. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, other conditions), the landlord shall give a writing evidencing the modifications to the initial lease to the lessee before the beginning of the renewal (art. 1895 C.C.Q.).

RESILIATION OF LEASE BY LESSEE (art. 1995 C.C.Q.)

50. The lessee of a dwelling in low-rental housing may resiliate his lease at any time by giving prior notice of **3 months** (art. 1995 C.C.Q.).

ASSIGNMENT AND SUBLEASING (art. 1995 C.C.Q.)

51. The lessee of a dwelling in low-rental housing may not sublease his dwelling or assign his lease (art. 1995 C.C.Q.).

RELOCATION OF LESSEE

52. A lessee who occupies a dwelling of a category other than that to which he is entitled may apply to the landlord to have his name re-entered on the eligibility list.

If the landlord refuses to re-enter the lessee's name or enters it on the list for a category of dwelling other than that to which he is entitled, the latter may apply to the Régie du logement to contest the landlord's decision within 1 month after receiving notice of the landlord's refusal or the assignment of the dwelling (art. 1989 C.C.Q.).

53. If the lessee occupies a dwelling of a category other than that to which he is entitled, the landlord may at any time relocate him in a dwelling of the appropriate category, if he gives him 3 months' notice.

The lessee may apply to the Régie du logement for review of the decision within 1 month after receiving the landlord's notice (art. 1990 C.C.Q.).

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

54. The lessee shall leave his dwelling upon termination of the lease; no grace period is provided for by law.

When leaving his dwelling, the lessee shall remove any furniture or object other than those belonging to the landlord (art. 1890 C.C.Q.).

55. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

56. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the property, the landlord may

- retain them by paying the value; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).

SIGNATURES

Signed at: _____ City _____ Date _____	_____	Duly authorized mandatary of landlord
Signed at: _____ City _____ Date _____	_____	Lessee
Signed at: _____ City _____ Date _____	_____	Lessee
Other signatories — indicate the name, address, title or quality of the signatory (co-lessee, surety, witness, etc.).		
Name, address, quality _____		
Signed at: _____ City _____ Date _____	_____	Signature
Name, address, quality _____		
Signed at: _____ City _____ Date _____	_____	Signature

COPY OF LEASE TO LESSEE

The landlord shall give a copy of the lease to the lessee **within 10 days** after entering into it.

Lease given on _____/_____/_____
day month year

Signature of landlord

Signature of each lessee(s)

NOTICE OF FAMILY RESIDENCE

I declare that I am married to _____
Full name of spouse

I notify you that the dwelling covered by the lease will be used as the family residence.

Date Signature of lessee or spouse
(Notice in compliance with article 403 of the Civil Code of Québec)

RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000.)

**DESCRIPTION AND DESTINATION OF LEASED LAND,
ACCESSORIES AND DEPENDENCIES**

No. _____ Street _____

City _____ Postal Code _____

The land is leased for residential purposes only Yes No

If not, for mixed purposes: housing and _____
Specify other purpose _____

but no more than one third of the total area will be used for that second purpose.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the land is delivered, by means of a schedule.)

Shed/storage space yes no

OTHER ACCESSORIES OR DEPENDENCIES:

Continued on schedule yes no

TERM AND RENT

The term of the lease is _____ months beginning on _____
day month year
and ending on _____
day month year
(usually the last day of a month).

The rent is payable in equal and consecutive instalments of \$ _____
per month per week,
for a total of \$ _____
for the full term of the lease.

Payment will be made on the 1st day of the month or of the week or on _____.

The rent is payable at the following location _____
Specify if by mail
in the following manner: by cheque in cash _____
Other method of payment _____

The landlord may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes no

The rent for the first month will be paid on _____
day month year

SERVICES AND CONDITIONS

There are by-laws for the mobile home park: yes no

A copy of the by-laws was given to the lessee before entering into the lease:

yes no on _____
Date

Initials of each lessee

The following taxes will be borne by:

	Landlord	Lessee
. Water tax	<input type="checkbox"/>	<input type="checkbox"/>
. Solid waste collection tax	<input type="checkbox"/>	<input type="checkbox"/>
The lessee is authorized to keep animals:	yes <input type="checkbox"/>	no <input type="checkbox"/>

Specifications or limitations, if any: _____

WORK BEFORE BEGINNING OF LEASE

Where applicable, mention the work to be carried out by the landlord before delivery of the land: _____

OTHER SERVICES AND CONDITIONS

Continued on schedule yes no

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE
MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

- the land was developed for residential purposes 5 years ago or less, i.e., on

____ / ____ / ____
day month year

Landlord's initials

- the use of the land for residential purposes results from a recent change of destination that was made 5 years ago or less (e.g., commercial land converted into residential land).

Date of the change of destination: ____ / ____ / ____
day month year

Landlord's initials

Therefore, if such restriction is denounced, the lessee who **objects to a modification in his lease requested by the landlord, such as an increase in the rent**, shall vacate the land upon termination of the lease (art. 1945 2nd par. C.C.Q.).

But, where the landlord does not mention such restriction in the lease, he may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

CO-LESSEES' LIABILITY

If the land is rented out to more than one person, the lessees are

- jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:

equal shares otherwise _____

Initials of each lessee

or

- solidarily liable for the obligations arising out of the lease (each of the lessees may be held liable for all the obligations)

Initials of each lessee

**NOTICE TO A NEW LESSEE OR SUBLESSEE BY LANDLORD
(ARTS. 1896 and 1950 C.C.Q.)**

The landlord or sublessor of land shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I notify you that the lowest rent paid for your land during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was

\$ _____ per month per week other _____

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., swimming pool) have been

	added	removed
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Signature of landlord or sublessor

If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the landlord did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice (art. 1950 C.C.Q.).

SCHEDULES

This lease is completed by schedules which are an integral part of the lease yes no
which are:

PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

Collection of necessary personal information

The landlord may not collect information other than that **necessary** for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.

The landlord may also request the information necessary for the performance of the contract.

Such information shall be collected from each of the lessees concerned, unless they expressly agree to the landlord collecting it from other persons.

Use of personal information by the landlord

The landlord shall ensure the confidentiality of the personal information in its possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The landlord may not use the information for purposes other than those for which it was collected without the consent of the person concerned.

DISCLOSURE OF PERSONAL INFORMATION BY LANDLORD

The landlord may not disclose the personal information that he holds on a lessee without his express consent. Such consent shall be given freely by the tenant and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the time required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

Lessee's consent to disclosure of information for certain purposes

The lessee freely consents to the landlord disclosing the information in this lease, **but only to the following persons and for the following purposes:**

- to a prospective lender where negotiations are being conducted for financing the immovable or to ensure protection of the creditor's securities for the term of the loan
- to a prospective acquirer of the immovable in which the leased dwelling is located
- to an insurance company in order to insure the immovable
- to a manager to whom the management of the immovable could be entrusted

yes no

 Initials of each lessee

Landlord's undertaking

The landlord undertakes to disclose the information only to the persons and for the purposes that are mentioned above.

 Landlord's initials

Further information may be obtained on this matter from the Commission d'accès à l'information.

PARTICULARS

General information

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec, particularly articles 1996 to 2000.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

ENTERING INTO LEASE

By-laws of the mobile home park (art. 1894 C.C.Q.)

1. The by-laws set out the rules to be observed in the mobile home park. They pertain to the enjoyment, use and maintenance of the land and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

Clauses of the lease

2. The landlord and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his land or to assign his lease (art. 1870 C.C.Q.);
- or release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
 - a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
 - a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
 - a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
 - a clause whereby a lessee acknowledges that the land complies with the development standards (arts. 1893 and 1996 C.C.Q.);
 - a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
 - a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

Language of the lease and of the by-laws of the mobile home park (art. 1897 C.C.Q.)

5. The lease and the by-laws of the land shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

RIGHT TO MAINTAIN OCCUPANCY

6. A lessee, excluding a sublessee, has a personal right to maintain occupancy on his land (art. 1936 C.C.Q.). He may be evicted from it only in the cases provided for by law, including
- repossession of the land (art. 1957 C.C.Q.), see particular No. 48;
 - the resiliation of the lease (art. 1863 C.C.Q.);
 - subleasing for more than 12 months (art. 1944 C.C.Q.);
 - division, substantial enlargement or change of destination of the land (art. 1959 C.C.Q.).
7. The right to maintain occupancy may also be extended to certain persons where cohabitation with the lessee ceases or where the latter dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (See “Notice to a new lessee or sublessee by landlord”).

Change of landlord

8. A new owner of the mobile home park is bound to respect the lease of the lessee (art. 1937 C.C.Q.).
9. Where the lessee has not been personally informed of the name and address of the new landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF LAND AT BEGINNING OF LEASE

10. The landlord shall, on the date scheduled for delivering the land, deliver it in clean condition and in a good state of repair in all respects (arts. 1854 and 1911 C.C.Q.).

11. The landlord of the land is obligated to deliver and maintain it in accordance with the development standards prescribed by law. Those obligations also form part of the lease (art. 1996 C.C.Q.).

12. A lessee may refuse to take possession of land that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

13. When entering into a lease, a landlord may require payment of rent in advance for the first payment period (month or week). However, such advance payment may not exceed one month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

14. The lessee shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

15. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

16. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

17. A spouse who rents land for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

18. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease (arts. 1863 and 1971 C.C.Q.).

Frequent late payment of the rent may also warrant the resiliation of the lease if the landlord suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

19. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

20. Neither the landlord nor any other person may harass a lessee in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the land (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

21. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

22. The lessee may not, without the consent of the landlord, use or keep on the land a substance which constitutes a risk of fire or explosion or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

23. The lessee and the persons he allows to use or to have access to his land shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

24. During the term of the lease, the landlord and the lessee may not change the form or use of the land (art. 1856 C.C.Q.).

MAINTENANCE OF LAND AND REPAIRS

Maintenance duty

25. The landlord is obligated to warrant the lessee that the land may be used for the purpose for which it was leased and to maintain it for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

26. The lessee shall keep the land in good clean condition. The landlord shall restore the land to clean condition after carrying out work on it (art. 1911 C.C.Q.).

27. A lessee who becomes aware of a serious defect or deterioration of the land shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

28. The statutes and regulations respecting the safety, maintenance or standards of habitability and sanitation of land shall be considered as obligations under the lease (art. 1912 C.C.Q.).

29. The lessee may abandon his land if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the land before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

32. The landlord shall give notice to the lessee before undertaking on the land major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;

— any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the land for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the land temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF LAND

33. The landlord has the right

- to visit the land to ascertain its condition;
- to carry out work on the land;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to his landlord of his intention to vacate the land shall, from that moment, allow the landlord to post "For rent" signs and to show the land to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the land.

35. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the land;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the land to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the land if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. No lock or other device restricting access to the land may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of a modification to increase the rent), given by the landlord or by the lessee, shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

Exception: Only the notice by the landlord for the purpose of having access to the land may be given orally (particular No. 35).

39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE**Renewal of lease** (art. 1941 C.C.Q.)

40. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particular No. 41).

Non-renewal of lease (arts. 1942, 1944 and 1946 C.C.Q.)

41. A lessee who wishes to leave the land upon termination of his lease with a fixed term or to terminate his lease with an indeterminate term shall give notice to his landlord or reply to the landlord's notice within the time periods indicated in **Table A**.

TABLE A**NON-RENEWAL OF LEASE:
PERIODS FOR LESSEE'S NOTICE** (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee who has received a notice of modification of the lease
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Within 1 month following receipt of the landlord's notice
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term	
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired term	

Modification of lease

42. At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term or increase the rent. To that end, he shall give a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. The landlord shall, in that notice of modification, indicate to the lessee

— the modification or modifications requested;

— the new term of the lease, if he wishes to change it;

— the new rent in dollars or the increase requested, in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;

— the time granted to the lessee to refuse the proposed modification, i.e., one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to the notice of modification (art. 1945 C.C.Q.)

44. A lessee who has received a notice of modification of the lease has 1 month after receiving the notice to reply and notify the landlord that he

— accepts the requested modification or modifications; or

— refuses the requested modification or modifications; or

— will vacate the land upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to stay on his land since his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 45).

Exception: In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the land upon termination of the lease.

Fixing of conditions of lease by the Régie du logement

(arts. 1941 and 1947 C.C.Q.)

45. The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the landlord does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months.

TABLE B

**STEPS TO MODIFY THE LEASE
AND PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)**

	1st step: NOTICE BY LANDLORD	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Within 1 month following receipt of the notice of modification. In the absence of a reply, the lessee is deemed to have accepted the modifications.	Within 1 month following receipt of the lessee's refusal. Otherwise the lease is renewed.
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired modification		

Agreement on modifications (art. 1895 C.C.Q.)

46. Where the landlord and the tenant agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease, before the beginning of the renewed lease.

Contestation of adjustment of rent (art. 1949 C.C.Q.)

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date of adjustment stipulated in the lease.

REPOSSESSION OF LAND (arts. 1957 to 1970 C.C.Q.)

48. Where the lessor of the land is the owner, he may evict the lessee in order to live on it or to allow one of the beneficiaries provided for by law to live on it, by giving a notice containing the following:

- the name of the beneficiary;
- the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- the date fixed for the repossession.

Steps for repossessing the land and periods to give notice			
	1st step: LANDLORD'S NOTICE	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF MORE THAN 6 MONTHS	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee does not reply, he is deemed to have refused to vacate the land.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
LEASE OF 6 MONTHS OR LESS	1 month before term		
LEASE WITH AN INDETERMINATE TERM	6 months before intended date of repossession		

Beneficiaries may be

— the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;

— the spouse from whom he is separated or divorced if he remains the main support of his spouse.

If the immovable belongs to more than 1 person, the land may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess land).

A legal person (company) may not avail itself of the right to repossess the land.

ASSIGNMENT AND SUBLEASING

49. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the land to a person called the assignee; as a result, he is released from all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his land or a part thereof commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

50. The lessee is entitled to assign his lease or to sublease his land with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

51. The lessee shall give the landlord notice of his intention to assign his lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

52. A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

53. Allowing for exceptions, the sublessee shall vacate the land upon termination of his lease (art. 1940 C.C.Q.).

NOTICE OF RESILIATION OF LEASE BY LESSEE (art. 1974 C.C.Q.)

54. A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing;
- he can no longer occupy the land because of a handicap; or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the **sending of a notice** to the landlord, with an **attestation** from the authority concerned, or 1 month after the notice if the lease is for less than 12 months.

SURRENDER OF LAND UPON TERMINATION OF THE LEASE

55. The lessee shall vacate the land upon termination of the lease; no grace period is provided for by law.

When vacating the land, the lessee shall remove any object other than those belonging to the landlord (art. 1890 C.C.Q.).

56. Upon termination of the lease, the lessee shall surrender the land in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the land may be established by the description made or the photographs taken by the lessee and the landlord, otherwise the lessee is presumed to have received the land in good condition (art. 1890 C.C.Q.).

57. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the land, the landlord may

- retain them by paying the value; or
- compel the lessee to remove them and to restore the land to the condition in which it was when he received it.

Where the land cannot be restored to its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).

MOBILE HOME SITUATED ON LAND

58. The lessor of the land may not

- require that he himself move the mobile home of the lessee;
- limit the right of the lessee to replace his mobile home by another one of his choice;
- limit the right of the lessee to alienate or lease his mobile home;
- require that he himself act as the mandatary or that he select the mandatary of the lessee for the alienation or lease of the mobile home;

— require from the lessee an amount of money by reason of the alienation or lease of the mobile home, unless he acts as the mandatary of the lessee (arts. 1997, 1998 and 1999 C.C.Q.).

59. A lessee of land who alienates his mobile home shall notify the landlord immediately (art. 1998 C.C.Q.).

60. The acquirer of the mobile home becomes the lessee of the land, unless he notifies the landlord of his intention to vacate the land within 1 month after the acquisition (art. 2000 C.C.Q.).

SIGNATURES		
Signed at: _____ City	_____ Date	_____ Landlord (or his mandatary)
Signed at: _____ City	_____ Date	_____ Lessee
Signed at: _____ City	_____ Date	_____ Lessee
Other signatories - indicate the name, address, title or quality of the signatory (co-lessee, surety, witness, etc.).		
_____ Name, address, quality		
Signed at: _____ City	_____ Date	_____ Signature
_____ Name, address, quality		
Signed at: _____ City	_____ Date	_____ Signature

COPY OF LEASE TO LESSEE	
The landlord shall give a copy of the lease to the lessee within 10 days after entering into it.	
Lease given on ____ / ____ / ____ day month year	
_____ Signature of landlord	_____ Signature of each lessee

NOTICE OF FAMILY RESIDENCE

I declare that I am married to _____ . I notify you that the
Full name of spouse
land covered by the lease will be used as the family residence.

Date_____
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec)

RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for land. (In certain cases, the amount in dispute must be less than \$30 000.)

**DESCRIPTION AND DESTINATION OF LEASED DWELLING,
OF ACCESSORIES AND DEPENDENCIES**

No.	Street	Apt.
City	Postal Code	
Number of rooms: _____		Number of bedrooms: _____
<p>(It would be advisable for the parties to make a description of the condition of the premises at the time the dwelling is delivered, by means of a schedule.)</p>		
Outdoors parking	yes <input type="checkbox"/> no <input type="checkbox"/>	Number of places _____
Indoors parking	yes <input type="checkbox"/> no <input type="checkbox"/>	Number of places _____
Shed/storage place	yes <input type="checkbox"/> no <input type="checkbox"/>	_____
Specifications		
Others _____		
Continued on schedule yes <input type="checkbox"/> no <input type="checkbox"/>		

TERM AND RENT

<p>The lease has a term of _____ months beginning on _____ day month year</p> <p>and ending on _____ day month year</p> <p align="center">(usually the last day of a month).</p>			
<p>The rent is payable in equal and consecutive instalments of \$ _____ per month <input type="checkbox"/> per week <input type="checkbox"/></p> <p>for a total amount of \$ _____ for the full term of the lease.</p>			
<p>Payment will be made on the first day of the month <input type="checkbox"/> of the week <input type="checkbox"/> or on _____ .</p>			
<p>The rent will be payable at the following location _____</p> <p align="right">Specify if by mail</p>			
<p>in the following manner: by cheque <input type="checkbox"/> in cash <input type="checkbox"/> _____</p> <p align="right">Other method of payment</p>			
<p>The cooperative may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.</p>			
<p>Postdated cheques are given: yes <input type="checkbox"/> no <input type="checkbox"/></p>			
<p>The rent for the first month will be paid on _____ day month year .</p>			

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED
BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

The lessee and the cooperative may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

The dwelling is rented out by a housing cooperative to one of its members.

Initials of the cooperative's representative

The dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on ____/____/____.
day month year

Initials of the cooperative's representative

The dwelling is located in an immovable whose use for residential purposes results from a recent change of destination that was made 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on ____/____/____.
day month year

Initials of the cooperative's representative

Therefore, if such restriction is denounced, the lessee who **objects to a modification in his lease requested by the cooperative, such as an increase in the rent**, shall vacate the dwelling upon termination of the lease (art. 1945 2nd par. C.C.Q.).

But, where the cooperative does not mention such restriction in the lease, it may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

CO-LESSEES' LIABILITY

If the dwelling is rented out to more than one person, the lessees are

jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:

equal shares otherwise _____ Initials of each lessee _____

or

solidarily liable for the obligations arising out of the lease (each lessee may be held liable for all the obligations).

Initials of each lessee _____

**NOTICE TO A NEW LESSEE OR SUBLESSEE
(ARTS. 1896 and 1950 C.C.Q.)**

The cooperative or sublessor shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was
\$ _____ per month per week other _____

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., parking, heating, hot water) have been

	added	removed
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Signature of the cooperative's or sublessor's representative

If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the cooperative did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice (art. 1950 C.C.Q.).

However, the lessee may not pursue such remedy in the circumstances provided for under the heading "Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement"; in those cases, the Cooperative is not required to give such notice.

SCHEDULES

This lease is completed by schedules which are an integral part of the lease yes no
which are:

PARTICULARS

General information

These particulars describe most of the rights and obligations of housing cooperatives and lessees under a lease. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

ENTERING INTO LEASE

By-laws of the immovable (art. 1894 C.C.Q.)

1. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If there are such by-laws, the cooperative is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

Clauses of the lease

2. The cooperative and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
 - waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.);
- or release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the cooperative or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);

- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
 - a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
 - a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
 - a clause whereby a lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
 - a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
 - a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

Language of the lease and of the by-laws of the immovable

(art. 1897 C.C.Q.)

5. The lease and the by-laws of the immovable shall be drawn up in French. However, the cooperative and the lessee may agree to use another language.

RIGHT TO MAINTAIN OCCUPANCY

6. The lessee, excluding a sublessee, has a personal right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the rescission of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division or substantial enlargement of the dwelling (art. 1959 C.C.Q.).

7. The right to maintain occupancy may be extended to certain persons where cohabitation ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (See “Notice to a new lessee or sublessee”).

Change of lessor

8. The new lessor of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).
9. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF DWELLING AT BEGINNING OF LEASE

10. The cooperative shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

11. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically rescinded (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

12. When entering into a lease, the cooperative may require payment of rent in advance for the first payment period (month or week). Such advance payment may not exceed 1 month's rent. It may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

13. The lessee shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

14. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

15. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

16. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has informed the cooperative of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

17. Non-payment of the rent entitles the cooperative to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the cooperative may obtain the rescission of the lease.

Frequent late payment of the rent may also warrant the rescission of the lease if the cooperative suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

18. The cooperative shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

19. Neither the cooperative nor any other person may harass a lessee in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the dwelling.

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

20. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

21. The lessee may not, without the consent of the cooperative, use or keep in the dwelling a substance which constitutes a risk of fire or explosion or which would lead to an increase in the insurance premiums of the cooperative (art. 1919 C.C.Q.).

22. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

23. The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

24. During the term of the lease, the cooperative and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Maintenance duty

25. The cooperative is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

26. The lessee shall keep the dwelling in good clean condition. The cooperative shall restore the room to clean condition after carrying out work in it (art. 1911 C.C.Q.).

27. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the cooperative within a reasonable time (art. 1866 C.C.Q.).

28. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

29. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the cooperative of the condition of the dwelling before abandoning it or within the following 10 days (arts. 1915 and 1916 C.C.Q.).

Urgent and necessary repairs

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the cooperative may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the dwelling. However, he may do so only if he has informed or attempted to inform the cooperative of the situation and if the latter has not acted in due course (art. 1868 C.C.Q.).

The cooperative may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the cooperative of repairs undertaken and expenses incurred and shall deliver to it the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

32. The cooperative shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the cooperative may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF DWELLING

33. The cooperative has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, it shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to the cooperative of his intentions to leave the dwelling shall, from that moment, allow the cooperative to post “For rent” signs and to show the dwelling to prospective lessees.

In such case, the cooperative is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, it shall obtain the lessee’s authorization in order to have access to the dwelling.

35. Except in case of emergency, the cooperative shall give 24 hours’ notice of its intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that a representative of the cooperative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. No lock or other device restricting access to the dwelling may be installed or changed without the consent of the lessee and of the cooperative (art. 1934 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of a modification in the lease to increase the rent), given by the cooperative or by the lessee, shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

Exception: Only the notice by the cooperative for the purpose of having access to the dwelling may be given orally (particular No. 35).

39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease (art. 1941 C.C.Q.)

40. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term. Le bail de plus de 1 an n'est toutefois reconduit que pour 12 mois.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The cooperative may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, it may, with a view to the renewal, modify the lease, provided that it gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the cooperative (particular No. 41).

Non-renewal of lease (arts. 1942, 1944 and 1946 C.C.Q.)

41. A lessee who wishes to leave the dwelling upon termination of his lease with a fixed term or to terminate his lease with an indeterminate term shall give notice to the cooperative or reply to the cooperative's notice within the time periods indicated in **Table A**.

TABLE A

NON-RENEWAL OF LEASE: PERIODS FOR LESSEE'S NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the cooperative's notice
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Modification of lease

42. At the renewal of the lease, the cooperative may modify its conditions. For instance, it may modify its term or increase the rent. To that end, it shall give a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. The cooperative shall, in that notice of modification, indicate to the lessee

— the modification or modifications requested;

— the new term of the lease, if it wishes to change it;

— the new rent in dollars or the increase requested, in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;

— the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to the notice of modification (art. 1945 C.C.Q.)

44. A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the cooperative that he

— accepts the requested modification or modifications; or

— refuses the requested modification or modifications; or

— will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the cooperative.

In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease (art. 1945 C.C.Q.).

Fixing of conditions of lease by the Régie du logement

45. The cooperative is generally not required to apply to the Régie du logement for the fixing of the rent or for a ruling on another condition of the lease (see the heading: “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”).

In any other case, the cooperative has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the cooperative does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months (arts. 1941 and 1947 C.C.Q.).

TABLE B

STEPS TO MODIFY THE LEASE AND PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)

1 st step: Notice by cooperative		2 nd step: Lessee's reply to notice by cooperative	3 rd step: Application to the Régie du logement by cooperative
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	1st situation: The lessee is a cooperative member The member of the cooperative shall reply within 1 month after receiving the notice of modification. A member who refuses the requested modification shall vacate the dwelling at the term of the lease if it stipulates the restriction on the right to have the rent fixed and the lease modified by the Régie du logement (see the heading in question). If he fails to reply, the member is deemed to have accepted the modification.	1st situation: The lessee is a cooperative member If the lease of the member stipulates the restriction on the right to have the rent fixed and the lease modified by the Régie du logement (see the heading in question), the cooperative may not apply to the Régie du logement. If the lease of the member does not stipulate the restric tion, the cooperative shall file an application within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed on the same conditions.
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term	If the lease does not stipulate the restriction, see the 2 nd situation.	2nd situation: The lessee is not a cooperative member The cooperative shall file an application within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed on the same conditions.
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired modification	2nd situation: The lessee is not a cooperative member	
LEASE FOR A ROOM	Between 10 and 20 days before term or desired modification	A lessee shall replay within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	

Agreement on modifications (art. 1895 C.C.Q.)

46. Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the cooperative shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

Contestation of adjustment of rent (art. 1949 C.C.Q.)

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the cooperative may contest the abusive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date of adjustment stipulated in the lease.

Exception: the remedy may not be pursued in the circumstances provided under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”.

ASSIGNMENT AND SUBLEASING

48. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of a dwelling to a person called the assignee; as a result, he is released from all his obligations towards the cooperative (art. 1873 C.C.Q.).

A lessee who rents out his dwelling or a part thereof (e.g., a room) commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the cooperative (art. 1870 C.C.Q.).

49. The lessee is entitled to assign his lease or to sublease his dwelling with the cooperative’s consent. However, the latter may not refuse to give its consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

50. The lessee shall give the cooperative notice of his intention to assign his lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If it refuses, the cooperative shall inform the lessee of its reasons for refusing within 15 days after receiving the notice. Otherwise, the cooperative is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

51. A cooperative that consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

52. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease (art. 1940 C.C.Q.).

NOTICE OF RESILIATION OF LEASE BY LESSEE (art. 1974 C.C.Q.)

53. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— he can no longer occupy the dwelling because of a handicap; or

— in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the **sending of a notice** to the cooperative, with an **attestation** from the authority concerned, or 1 month after the notice if the lease is for less than 12 months (art. 1974 C.C.Q.).

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

54. The lessee shall vacate his dwelling upon termination of the lease; no grace period is provided for by law.

When vacating his dwelling, the lessee shall remove any furniture or object other than those belonging to the cooperative (art. 1890 C.C.Q.).

55. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the lessee and the cooperative, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

56. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the property, the cooperative may

- retain them by paying the value; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to its original condition, the cooperative may retain them without compensation (art. 1891 C.C.Q.).

SIGNATURES		
Signed at: _____ City	Date _____	Duly authorized mandatory of cooperative
Signed at: _____ City	Date _____	Lessee
Signed at: _____ City	Date _____	Lessee
Other signatories— indicate the name, address, title or quality of the signatory (co-lessee, surety, witness, etc.).		

Name, address, quality		
Signed at: _____ City	Date _____	Signature

Name, address, quality		
Signed at: _____ City	Date _____	Signature

COPY OF LEASE TO LESSEE	
The cooperative shall give a copy of the lease to the lessee within 10 days after entering into it.	
Lease given on ____/____/____ day month year	
_____	_____
Signature of cooperative's mandatory	Signature of lessee(s)

NOTICE OF FAMILY RESIDENCE

I declare that I am married to _____ . I notify you that the dwelling covered by the
Full name of spouse
lease will be used as the family residence.

Date_____
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec)

RÉGIE DU LOGEMENT

Lessees and lessors may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000.)

SCHEDULE 5**LEASE FORM OF THE RÉGIE DU LOGEMENT****LEASE**

Number _____

BETWEEN

<p>the lessee</p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p> <hr/> <p>the lessee</p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p>	<p>and the landlord (lessor)</p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p> <hr/> <p>Telephone janitor:</p> <hr/> <p>Where applicable (represented by) _____ Name</p> <hr/> <p>Position</p> <hr/> <p>duly mandated for that purpose.</p>
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- The term “landlord” used in the lease has the same meaning as the term “lessor” in the law.
- The term “landlord” or “lessee” includes all the landlords or lessees if there are more than one.
- The term “landlord” includes any sublessee and the term “lessee” includes any sublessee.

**DESCRIPTION AND DESTINATION OF LEASED DWELLING,
ACCESSORIES AND DEPENDENCIES**

No.	Street	Apt.
City	Postal Code	

Number of rooms: _____ Number of bedrooms: _____

The dwelling is leased:

for residential purposes only Yes No

If not, for mixed purposes: dwelling and _____
 Specify other purposes
 but no more than one third of the total area will be used for that second purpose.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the dwelling is delivered, by means of a schedule).

Outdoors parking	yes <input type="checkbox"/>	no <input type="checkbox"/>	Number of places _____
Indoors parking	yes <input type="checkbox"/>	no <input type="checkbox"/>	Number of places _____
Shed/storage space	yes <input type="checkbox"/>	no <input type="checkbox"/>	_____

Specify

Furniture is leased and included in the rent yes no , that is:

Kitchen	Rooms	Living room	Other
Stove <input type="checkbox"/>	Beds <input type="checkbox"/>	Couches <input type="checkbox"/>	Washer <input type="checkbox"/>
Refrigerator <input type="checkbox"/>	(number _____)	(number _____)	Dryer <input type="checkbox"/>
Table <input type="checkbox"/>	(size _____)	Armchairs <input type="checkbox"/>	_____
Chairs <input type="checkbox"/>	Chest of drawers <input type="checkbox"/>	(number _____)	_____
(number _____)	_____	Living room tables	_____
Dishwasher <input type="checkbox"/>	_____	(number _____)	
Other	Bed tables <input type="checkbox"/>	Other	
_____	(number _____)	_____	
_____	Other	_____	
_____	_____	_____	

Continued on schedule yes no

TERM AND RENT

The term of the lease is _____ months beginning on _____
 _____ day _____ month _____ year
 and ending on _____
 _____ day _____ month _____ year
 (usually the last day of a month)

The rent is payable in equal and consecutive instalments of \$ _____
 _____ per month per week,
 for a total of \$ _____
 _____ for the full term of the lease.

Payment will be made on the 1st day of the month or of the week or on _____.

The rent is payable at the following location _____
 _____ Specify if by mail

in the following manner: by cheque in cash _____
 _____ Other method of payment

The landlord may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes no

The rent for the first month will be paid on _____
 _____ day _____ month _____ year

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE
LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

- The dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on ____/____/____
day month year Initials of the landlord _____
- The dwelling is located in an immovable whose use for residential purposes results from a recent change of destination that was made 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on ____/____/____
day month year Initials of the landlord _____

Therefore, if such restriction is denounced, the lessee who **objects to a modification in his lease requested by the landlord, such as an increase in the rent**, shall vacate the dwelling upon termination of the lease (art. 1945 2nd par. C.C.Q.).

But, where the landlord does not mention such restriction in the lease, he may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

CO-LESSEES' LIABILITY

If the dwelling is rented out to more than one person, the lessees are

- jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:
- equal shares otherwise _____ Initials of each lessee _____
- or**
- solidarily liable for the obligations arising out of the lease (each lessee may be held liable for all the obligations)
Initials of each lessee _____

NOTICE TO A NEW LESSEE OR SUBLESSEE BY THE LANDLORD
(arts. 1896 and 1950 C.C.Q.)

The landlord of a dwelling or sublessee shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was
\$ _____ per month per week other _____

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., parking, heating, hot water) have been

	added	removed
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Signature of the landlord or sublessee

If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the landlord did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice (art. 1950 C.C.Q.)

SCHEDULES

The lease is completed by the following schedules which are an integral part of the lease yes no
 which are:

PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

Collecting of necessary personal information

The landlord may not collect information other than that necessary for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.

The landlord may also request the information necessary for the performance of the contract.

Such information shall be collected from each of the lessees concerned unless they expressly agree to the landlord collecting it from the other persons.

Use of personal information by the landlord

The landlord shall ensure the confidentiality of the personal information in his possession and shall see that it is up-to-date and accurate at the time of its use.

He may not use the information for purposes other than those for which it was collected without the consent of the person concerned.

DISCLOSURE OF PERSONAL INFORMATION BY THE LANDLORD

The landlord may not disclose the personal information that he holds on the lessee without his express consent. Such consent by the lessee shall be given freely and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the term required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

Lessee's consent to disclosure of information for certain purposes

The lessee freely consents to the landlord disclosing the information in this lease, **but only to the following persons and for the following purposes:**

- to a prospective lender where negotiations are being conducted for financing the immovable or to ensure protection of the creditor's securities for the term of the loan
- to a prospective acquirer of the immovable in which the leased dwelling is located
- to an insurance company in order to insure the immovable
- to a manager to whom the management of the immovable could be entrusted

yes no

 Initials of each lessee

Landlord's undertaking

The landlord undertakes to disclose the information only to the persons and for the purposes that are mentioned above.

 Landlord's initials

Further information may be obtained on the matter from the Commission d'accès à l'information.

PARTICULARS

General information

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

ENTERING INTO LEASE

By-laws of the immovable (art. 1894 C.C.Q.)

1. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

Clauses of the lease

2. The landlord and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.);
- or release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or an obligation arising from it may be reduced (art. 1901 C.C.Q.).

Language of the lease and of the by-laws of the immovable
(art. 1897 C.C.Q.)

5. The lease and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

RIGHT TO MAINTAIN OCCUPANCY

6. The lessee, excluding a sublessee, has a personal right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (art. 1957 C.C.Q.) see particular No. 48;
- the rescission of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

7. The right to maintain occupancy may be extended to certain persons where cohabitation ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (See “Notice to a new lessee or sublessee by the landlord”).

Change of landlord

8. The new landlord of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).

9. Where the lessee has not been personally informed of the name and address of the new landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF DWELLING AT BEGINNING OF LEASE

10. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

11. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

12. When entering into a lease, the landlord may require payment of rent in advance for the first payment period (month or week). Such advance may not exceed 1 month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

13. The lessee shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

14. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

15. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

16. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

17. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease (1863 and 1971 C.C.Q.).

Frequent late payment of the rent may also warrant the resiliation of the lease if the landlord suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

18. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

19. Neither the landlord nor any other person may harass a lessee in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the dwelling (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

20. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

21. The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

22. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

23. The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

24. During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Maintenance duty

25. The landlord is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

26. The lessee shall keep the dwelling in good clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

27. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

28. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

29. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

32. The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
 - the necessary period of vacancy;
 - the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to repay within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF DWELLING

33. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to the landlord of his intentions to vacate the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the dwelling.

35. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. No lock or other device restricting access to a dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of modification in the lease to increase the rent), given by the landlord or by the lessee, shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

Exception: Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 35).

39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease (art. 1941 C.C.Q.)

40. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 41 and 44).

Non-renewal of lease (arts. 1942, 1944 and 1946 C.C.Q.)

41. A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in **Table A**.

TABLE A

**NON-RENEWAL OF LEASE:
PERIODS FOR LESSEE'S NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)**

	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term du bail	

Modification of lease

42. At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term or increase the rent. To that end, he shall give a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. The landlord shall, in that notice of modification, indicate to the lessee:

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he wishes to increase the rent. However, where an application for the fixing of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to the notice of modification (art. 1945 C.C.Q.)

44. A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he:

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to return to his dwelling if the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (see particular No. 45).

Exception: In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

Fixing of conditions of lease by the Régie du logement
(arts. 1941 and 1947 C.C.Q.)

45. The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the landlord does not file such application, the lease is renewed on the same conditions, which may not be longer than 12 months.

TABLE B

STEPS TO MODIFY THE LEASE AND PERIODS TO GIVE NOTICE
(arts. 1942 and 1945 C.C.Q.)

	1st step: NOTICE BY LANDLORD	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO THE RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	Within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed.
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired modification		
LEASE FOR A ROOM	Between 10 and 20 days before term or desired modification		

Agreement on modifications (art. 1895 C.C.Q.)

46. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

Contestation of adjustment of rent (art. 1949 C.C.Q.)

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date of adjustment stipulated in the lease.

REPOSSESSION OF DWELLING (arts. 1957 to 1970 C.C.Q.)

48. Where the lessor of the dwelling is the landlord, he may evict the lessee in order to live in it or to allow one of the beneficiaries provided for by law to live in it, by giving a notice containing the following:

- the name of the beneficiary;
- the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- the date fixed for the repossession.

Steps for repossessing the land and periods to give notice			
	1st step: LANDLORD'S NOTICE	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF MORE THAN 6 MONTHS	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee does not reply, he is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
LEASE OF 6 MONTHS OR LESS	1 month before term		
LEASE WITH AN INDETERMINATE TERM	6 months before intended date of repossession		

Beneficiaries may be

— the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;

— the spouse from whom he is separated or divorced if he remains the main support of his spouse.

If the immovable belongs to more than 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other. (e.g., co-owners who are brother and sister may not repossess a dwelling).

A legal person (company) may not avail itself of the right to repossess a dwelling.

ASSIGNMENT AND SUBLEASING

49. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is released from all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof (e.g., 1 room), commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

50. The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

51. The lessee shall give the landlord notice of his intention to assign his lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

52. A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

53. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease (art. 1940 C.C.Q.).

NOTICE OF RESILIATION OF LEASE BY LESSEE (art. 1974 C.C.Q.)

54. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— he can no longer occupy the dwelling because of a handicap; or

— in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the **sending of a notice** to the landlord, with an **attestation** from the authority concerned, or 1 month after the notice if the lease is for less than 12 months.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

55. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law.

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the landlord (art. 1890 C.C.Q.).

56. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

57. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they can be removed without deteriorating the dwelling, the landlord may

— retain them by paying the value thereof; or

— compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).

SIGNATURES

Signed at: _____
 City Date Landlord (or his mandatary)

Signed at: _____
 City Date Lessee

Signed at: _____
 City Date Lessee

Other signatories — indicate the name, address, **title or quality** of the signatory (co-lessee, surety, witness, etc.).

 Name, address, quality

Signed at: _____
 City Date Signature

 Name, address, quality

Signed at: _____
 City Date Signature

COPY OF LEASE TO LESSEE

The landlord shall give a copy of the lease to the lessee **within 10 days** after entering into it.

Lease given on _____ / _____ / _____
 day month year

 Signature of landlord

 Signature of lessee(s)

NOTICE OF FAMILY RESIDENCE

I declare that I am married to _____ . I notify you that the
Full name of spouse
dwelling covered by the lease will be used as the family residence.

Date_____
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec:)

RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000).

SCHEDULE 6**FORM OF THE RÉGIE DU LOGEMENT****SCHEDULE TO THE LEASE****SERVICES OFFERED TO ELDERLY PERSONS**

This Schedule completes the lease form and shall be used for entering into the lease, where the owner of a private residence offers to an elderly person who is a lessee services other than those already indicated in the form.

The landlord undertakes to provide and maintain the services identified hereinafter and included in the rent. He also undertakes to provide the services described herein, which are not included in the rent, at the prices indicated.

Detailed description of the dwelling and accessories

— The leased dwelling is:	choice	
	yes	no
an apartment	<input type="checkbox"/>	<input type="checkbox"/>
a room		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— bathroom		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— Balcony		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
— Animals		
right to keep one or more animals	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— Locked storage space	<input type="checkbox"/>	<input type="checkbox"/>
location _____		
— Heating		
individual control _____	<input type="checkbox"/>	<input type="checkbox"/>
— Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>
individual control _____	<input type="checkbox"/>	<input type="checkbox"/>
— Intercom	<input type="checkbox"/>	<input type="checkbox"/>
location _____		

— Calling bell	<input type="checkbox"/>	<input type="checkbox"/>
location _____		

	oui	choix	non
— Furniture			
— right of lessee to bring:			
— furniture	<input type="checkbox"/>		<input type="checkbox"/>
— electric household appliances	<input type="checkbox"/>		<input type="checkbox"/>
specify _____			
— Wheelchairs			
— accessibility to wheelchairs	<input type="checkbox"/>		<input type="checkbox"/>
inside the dwelling			
— Elevator	<input type="checkbox"/>		<input type="checkbox"/>
— Handrail supports	<input type="checkbox"/>		<input type="checkbox"/>
— bathroom	<input type="checkbox"/>		<input type="checkbox"/>
— corridor	<input type="checkbox"/>		<input type="checkbox"/>
— Common spaces			
— inside			
— community hall	<input type="checkbox"/>		<input type="checkbox"/>
— television	<input type="checkbox"/>		<input type="checkbox"/>
— stereophonic system	<input type="checkbox"/>		<input type="checkbox"/>
— common kitchen	<input type="checkbox"/>		<input type="checkbox"/>
— right to cook	<input type="checkbox"/>		<input type="checkbox"/>
— Others _____			

— outside			
— rest areas, specify _____	<input type="checkbox"/>		<input type="checkbox"/>
— others _____			

List of services	included services		If not included in rent		Price of service	in rent offered (if variable, specify)
	yes	no	yes	no		
— Television	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
— cable service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
— community antenna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
— Housekeeping						
— cleaning in lessee's apartment or room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
_____ times a week						
specify: _____						

— Laundry						
— Laundry room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
location _____						
Number: of washers _____						
of dryers _____						
— laundry service						
— bedding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
_____ times a week						
— clothing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
_____ times a week						
— dry cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
others: _____						

— Transport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
— Schedule: _____						

_____ times per day						
_____ times per week						
specify: _____						
— Adapted transportation for handicapped persons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

List of services	included services		Price of service		in rent offered (if variable, specify)
	yes	no	yes	no	
	If not included in rent				
Food services:					
The following meals are offered by the establishment					
— breakfast	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— dinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— supper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Schedule: unless agreed upon beforehand, meal hours are as follows:					
breakfast: from _____ to _____					
dinner: from _____ to _____					
supper: from _____ to _____					
— Menus:					
— choice of menus number: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
— à la carte meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— diet meals specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Snacks:					
— number: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— schedule: _____					
specify: _____					
— Meals served:					
— in the lunch room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— in the cafeteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— in the apartment or room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Guests may eat a meal with a lessee					
— at the same price as the lessee or			<input type="checkbox"/>	<input type="checkbox"/>	_____
— according to the following tariff:			<input type="checkbox"/>	<input type="checkbox"/>	
— breakfast					_____
— dinner					_____
— supper					_____

List of services	included services		If not included in rent		Price of service	in rent offered (if variable, specify)
	yes	no	yes	no		
Other conditions: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
Nursing and personal care service						
— Presence of a graduate nurse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> 24 hours a day						
or						
according to the following schedule: _____ _____ _____						
— Tasks: _____ _____ _____						
— Medications						
— distribution of medications by a person authorized by law	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
— keeping of medications in a locked safe place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
— Others _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____	

List of services	included services		If not included in rent		Price of service	in rent offered (if variable, specify)
	yes	no	yes	no		
— Social activities						
— premises provided by landlord specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— activities organized by landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— gardening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— Religious activities						
specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____

— Other services						
— in the immovable						
— convenience store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— banking service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— medical clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— restaurant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— pharmacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— beauty parlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____

— outside the immovable						
— assistance for						
— medical visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— errands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____						_____

— Security						
— guard schedule: _____	<input type="checkbox"/>	<input type="checkbox"/>				
— electronic surveillance system	<input type="checkbox"/>	<input type="checkbox"/>				

Information on personnel

— The landlord informs the lessee of the names and functions of the members of the personnel working in the immovable yes no

SIGNATURES

Signed at _____
City Date Landlord (or his mandatary)

Signed at _____
City Date Lessee

Signed at _____
City Date Lessee

SCHEDULE 7**FORM OF THE RÉGIE DU LOGEMENT****MANDATORY WRITING****IN THE CASE OF AN ORAL LEASE**

Number _____

BETWEEN

<p>the lessee</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p>	<p>and the landlord (lessor)</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>No. Street Apt.</p> <p>_____</p> <p>City Postal Code</p> <p>(Where applicable) represented by _____</p> <p style="text-align: right;">Name</p> <p>_____</p> <p style="text-align: center;">Position</p> <p>duly mandated for that purpose.</p>
<p>Address of leased dwelling</p> <p>_____</p> <p>No. Street Apt.</p> <p>_____</p> <p>City Postal Code</p>	
<p>Rent \$ _____</p> <p>per month <input type="checkbox"/> per week <input type="checkbox"/> _____</p> <p style="text-align: right;">Other</p> <p>for a total of \$ _____</p> <p>_____ for the term of the lease.</p>	

PARTICULARS

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental rights recognized by the Charter of human rights and freedoms, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

The term "landlord" used in the lease has the same meaning as the word "lessor" in the law.

The term "landlord" or "lessee" includes all the landlords or lessees if there are more than one.

The term "landlord" includes any sublessor and the term "lessee" includes any sublessee.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

PERSONAL INFORMATION
<p>The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).</p> <p>Collection of necessary personal information</p> <p>The landlord may not collect information other than that necessary for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.</p> <p>The landlord may also request the information necessary for the performance of the contract.</p> <p>Such information shall be collected from each of the lessees concerned unless they expressly agree to the landlord collecting it from other persons.</p> <p>Use of personal information by the landlord</p> <p>The landlord shall ensure the confidentiality of the personal information in his possession and shall see that it is up-to-date and accurate at the time of its use.</p> <p>He may not use the information for purposes other than those for which it was collected without the consent of the person concerned.</p> <p>Disclosure of personal information by the landlord</p> <p>The landlord may not disclose the personal information that he holds on a lessee without his express consent. Such consent by the lessee shall be given freely and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the term required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.</p>
<p>Further information may be obtained on this matter from the Commission d'accès à l'information.</p>

DWELLING

1. These particulars apply to any premises leased for residential purposes (e.g., an apartment, a house, a room) as well as to a mobile home placed on a chassis and to land intended for the emplacement of a mobile home (art. 1892 C.C.Q.).

They also apply to services (e.g., laundry, meals, infirmary, janitorial services), accessories (e.g., refrigerator, air conditioner) and dependencies of the dwelling (e.g., garage, parking space, locker), whether they are included in the lease of the dwelling or in a separate lease (art. 1892 C.C.Q.).

Exceptions: However, these particulars do not apply to dwellings leased for vacation purposes or to dwellings in which over one-third of the total floor area is used for purposes other than residential purposes (e.g., commercial premises).

Room (art. 1892 C.C.Q.)

2. A room is considered a dwelling, even if it is located in the principal residence of the landlord or lessee who subleases it, unless

- only 1 or 2 rooms are leased or offered for lease and if it has neither a separate exit nor its own sanitary facilities;
- it is situated in a hotel establishment; or
- it is situated in a health and social services institution.

SPECIAL RULES FOR LEASES OF CERTAIN DWELLINGS

3. Special rules, which are not all stated in these particulars, apply to a lease:

- of a dwelling in an immovable held in divided co-ownership (condominium); (arts. 1057, 1065, 1066, 1079 C.C.Q.);
- of a room leased to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- of land intended for the emplacement of a mobile home (arts. 1996 to 2000 C.C.Q.);
- that is part of a contract of employment (art. 1976 C.C.Q.).

ENTERING INTO LEASE

4. A lease is a contract to lease a dwelling. A lease is entered into when the landlord agrees to lease a dwelling to a lessee, who in turn agrees to pay the rent agreed upon for the term they have fixed. The contract can be written or oral (art. 1851 C.C.Q.).

Writing in the case of an oral lease (art. 1895 C.C.Q.)

5. Where the lease is oral, the landlord must give the lessee within 10 days after entering into the lease a written document containing the following information:

- the landlord's name and address;
- the lessee's name;
- the rent agreed upon;

- the address of the leased dwelling; and
- the text of these particulars.

By-laws of the immovable (art. 1894 C.C.Q.)

6. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof before entering into the lease, so that they may form part of the lease.

Language of the lease and of the by-laws of the immovable

(art. 1897 C.C.Q.)

7. The lease and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

Conditions of the lease

8. The landlord and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of the law on residential leasing (particular No. 9).

9. Article 1893 provides that clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code of Québec have no effect (are void).

For instance, no lessee may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling (art. 1870 C.C.Q.);
- or release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following conditions are also without effect:

- a condition limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a condition providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a condition whereby a lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

10. The lessee may apply to the Court to have a condition in the lease recognized as abusive, in which case the condition may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

Fixing of rent of new lessee and sublessee

11. The new lessee and the sublessee may apply to the Régie du logement to fix the rent, except for the exception provided for in the Act (particular No. 13) (art. 1950 C.C.Q.).

12. When the lease is entered into, the landlord must give the new lessee a notice indicating the lowest rent paid during the 12 months preceding the beginning of the lease or, if applicable, the rent fixed by the Régie du logement during the same period. The notice must also specify the services no longer included in the rent required or the additional services included in the rent required from the new lessee. A lessee who subleases his dwelling must also give the sublessee such a notice (arts. 1896 and 1950 C.C.Q.).

If the new lessee or a sublessee pays a rent that is higher than that stated in the notice, he may, within 10 days following the date on which the lease is entered into, apply to the Régie du logement to fix his rent.

If the landlord did not give such notice when entering into the lease, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also apply to the Régie du logement within 2 months of the day on which he becomes aware of a false statement in the notice (art. 1950 C.C.Q.).

Restrictions of the right to fix the rent and to the modification of the lease by the Régie du logement

13. The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because the dwelling is located in an immovable:

- erected 5 years ago or less;
- whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school transformed into dwellings).

Therefore, if such restriction is mentioned to the lessee at the time of entering into the lease, the latter, where he refuses a modification applied for by the landlord, shall vacate his dwelling upon termination of the lease (art. 1945 2nd par., C.C.Q.).

But, where the landlord does not mention such restriction to the lessee, he may not set it up against him.

However, the court may rule on any other application concerning the lease (art. 1955 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

14. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (art. 1957 C.C.Q.) (particular No. 57);
- the resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

15. The right to maintain occupancy may be extended to certain persons where cohabitation ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (Particulars Nos. 11 and 12).

Change of landlord

16. The new landlord of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).

17. Where the lessee has not been personally informed of the name and address of the new landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

DELIVERY OF DWELLING AT BEGINNING OF LEASE

18. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

19. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

20. When entering into a lease, the landlord may require payment of rent in advance for the first payment period (month or week). Such advance payment may not exceed 1 month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

21. The landlord may not demand that payment be made by postdated cheque (art. 1904 C.C.Q.).

22. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

23. The lessee shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568 and 1903 C.C.Q.).

24. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

25. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into the lease (art. 397 C.C.Q.).

26. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease (1863 and 1971 C.C.Q.).

Frequent late payment of the rent may also warrant the resiliation of the lease if the landlord suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

ENJOYMENT OF PREMISES

27. The landlord shall provide the lessee with peaceful enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

28. Neither the landlord nor any other person may harass a lessee in such a manner as to limit his right to peaceful enjoyment of the premises or to induce him to leave the dwelling (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

29. The lessee shall, throughout the term of the lease, use the leased property “with prudence and diligence”, i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.).

30. The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

31. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

32. The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

33. During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Maintenance duty

34. The landlord is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

35. The lessee shall keep the dwelling in good clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

36. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

37. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

38. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

39. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourse for any inconvenience he suffers.

In the case of urgent repairs, the owner may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

40. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the dwelling. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken or expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

41. The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate:

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the compensation, if any.

ACCESS TO AND VISIT OF DWELLING

42. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

43. A lessee who, in accordance with the law, gives notice to the landlord of his intentions to vacate the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the dwelling.

44. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 41 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931, C.C.Q.).

45. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

46. No lock or other device restricting access to the dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

NOTICES (art. 1898 C.C.Q.)

47. Every notice relating to the lease (e.g., notice of a modification in the lease to increase the rent), given by the landlord or by the lessee, shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at a new address communicated since then.

Exception: Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 44).

48. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease (art. 1941 C.C.Q.)

49. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, in certain cases (particular No. 14). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 51 and 52).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 50 and 53).

Non-renewal of lease (arts. 1942, 1944 and 1946 C.C.Q.)

50. A lessee who wishes to vacate a dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in **Table A**.

TABLE A

**NON-RENEWAL OF LEASE:
PERIODS FOR LESSEE'S NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)**

	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Modification of lease

51. At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term, add or remove a service or increase the rent. To that end, he shall give a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

52. The landlord shall, in that notice of modification, indicate to the lessee

— the modification or modifications requested;

— the new term of the lease, if he wishes to change it;

— the new rent in dollars or the increase requested, in dollars or as a percentage, if he wishes to increase the rent. However, where an application for the fixing of rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;

— the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to the notice of modification (art. 1945 C.C.Q.)

53. A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

— accepts the requested modification or modifications; or

— refuses the requested modification or modifications; or

— will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to return to his dwelling if the lease is renewed. The Régie du logement may be requested to set the conditions of renewal (particular No. 54).

Exception: In the cases provided for in particular No. 13, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

Fixing of conditions of lease by the Régie du logement
(arts. 1941 and 1947 C.C.Q.)

54. The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the landlord does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months.

TABLE B

**STEPS TO MODIFY THE LEASE AND
PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)**

	1st step: NOTICE BY LANDLORD	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO THE RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF 1 YEAR OR MORE	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	Within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed.
LEASE OF LESS THAN 12 MONTHS	Between 1 and 2 months before term		
LEASE WITH AN INDETERMINATE TERM	Between 1 and 2 months before desired modification		
LEASE FOR A ROOM	Between 10 and 20 days before term or desired modification		

Agreement on modifications (art. 1895 C.C.Q.)

55. Where the landlord and the lessee have agreed on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

Contestation of adjustment of rent (art. 1949 C.C.Q.)

56. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date of adjustment stipulated in the lease.

REPOSSESSION OF DWELLING (arts. 1957 TO 1970 C.C.Q.)

57. Where the lessor of the dwelling is the landlord of the dwelling, he may evict the lessee in order to live in it or to allow one of the beneficiaries provided for by law to live in it, by giving a notice containing the following:

- . the name of the beneficiary;
- . the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- . the date fixed for the repossession.

Steps for repossessing the land and periods to give notice			
	1st step: LANDLORD'S NOTICE	2nd step: LESSEE'S REPLY	3rd step: APPLICATION TO RÉGIE DU LOGEMENT BY LANDLORD
LEASE OF MORE THAN 6 MONTHS	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee does not reply, he is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
LEASE OF 6 MONTHS OR LESS	1 month before term		
LEASE WITH AN INDETERMINATE TERM	6 months before intended date of repossession		

Beneficiaries may be

— the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;

— the spouse from whom the owner is separated or divorced if he remains the main support of his spouse.

If the immovable belongs to more than 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other. (e.g., co-owners who are brother and sister may not repossess a dwelling).

A legal person (company) may not avail itself of the right to repossess a dwelling.

ASSIGNMENT AND SUBLEASING

58. When a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of a dwelling to a person called the assignee; as a result, he is liberated from all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents out his dwelling or a part thereof (e.g., a room), commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

59. The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason. (arts. 1870 and 1871 C.C.Q.).

60. The lessee shall give the landlord notice of his intention to assign his lease or to sublease the dwelling. The notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

61. A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

62. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease. (art. 1940 C.C.Q.).

NOTICE OF RESILIATION OF LEASE BY THE LESSEE

63. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— he can no longer occupy a dwelling because of a handicap; or

— in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the **sending of a notice** to the landlord, with an **attestation** from the authority concerned, or 1 month after the notice if the lease is for less than 12 months (art. 1974 C.C.Q.).

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

64. The lessee shall vacate his dwelling upon termination of the lease; no grace period is provided for by law.

When vacating his dwelling, the lessee shall remove any furniture or object other than those belonging to the landlord (art. 1890 C.C.Q.).

65. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

66. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

— retain them by paying the value; or

— compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).

RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000).

Draft Regulation

Charter of the city of Québec
(1929, 19 Georges V, c. 95)

Tariff of court costs in civil matters and court office fees applicable before the Municipal Court of the City of Québec

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Tariff of court costs in civil matters and court office fees applicable before the Municipal Court of the City of Québec, adopted by the Municipal Court of the City of Québec and whose text appears below, may be submitted to the Government for approval upon the expiry of 45 days following this publication.

The main purpose of this draft regulation is to fix the tariff of court costs in civil matters and court office fees applicable before the Municipal Court of the City of Québec.

Further information may be obtained by contacting Mr. Michel Vézina, lawyer, Boutin, Roy & Associés, 2, Des Jardins, bureau 444, Québec (Québec), G1R 4S9, tel: (418) 691-6807, fax:(418) 691-7622.

Any interested person having comments to make on the matter is asked to send them in writing, before the expiry of the 45-day period, to the Chief Judge of the Municipal Court of the City of Québec, 275, rue de la Maréchaussée, Québec (Québec), G1K 2L3. Comments will be forwarded to the Minister of Justice.

LAURENT COSSETTE,
Chief Municipal Judge

Tariff of court costs in civil matters and court office fees applicable before the Municipal Court of the City of Québec

Charter of the City of Québec
(1929, 19 Georges V, c. 95, s. 594)

1. Applications are classed as follows:

Class of application

Class 1	applications in which the value of the right in dispute is from \$0.01 to \$999.99 inclusively
Class 2	applications in which the value of the right in dispute is from \$1 000 to \$9 999.99 inclusively

Class of application

Class 3	applications in which the value of the right in dispute is from \$10 000 to \$99 999.99 inclusively
Class 4	applications in which the value of the right in dispute is from \$100 000 to \$999 999.99 inclusively
Class 5	applications in which the value of the right in dispute is \$1 000 000 or more

2. Any application in which the value of the right in dispute is undetermined is included in Class 3.

3. The value of the principal right claimed determines the class of the application.

4. Where several defendants file separate contestations, the court costs prescribed in section 6 are exigible from each of them.

5. For the purposes of section 4, the intervenant, the respondent and the defendant in warranty, if they conclude that the principal application should be dismissed, are considered as defendants filing separate contestations.

6. This Tariff groups proceedings into 3 stages and the following fees are payable for such proceedings:

(1) Stage 1: Proceedings introductive of suit and similar proceedings:

(a) for the issue of the first writ or the first declaration in an action and for an opposition or for an intervention, one of the following amounts, according to the class of the application:

Class of application

Class 1	\$38
Class 2	\$71
Class 3	\$138
Class 4	\$219
Class 5	\$434

(b) for any proceeding introductive of suit not specified in this Tariff, \$31, for any class of application;

(c) for a cross demand, \$64, for any class of application.

(2) Stage 2: Defence and similar proceedings:

(a) for a defence or contestation of a like nature and for a revocation of a judgment or an opposition by a third party, one of the following amounts, according to the class of the application:

Class of application

Class 1	\$24
Class 2	\$38
Class 3	\$71
Class 4	\$111
Class 5	\$219

(b) for a contestation of any proceeding introductive of a suit not specified in this Tariff, \$31, for any class of application;

(c) for a defence against a cross demand, \$45, for any class of application.

(3) Stage 3: Execution: For any writ of execution, one of the following amounts, according to the class of application:

Class of application

Class 1	\$31
Class 2	\$58
Class 3	\$105
Class 4	\$165
Class 5	\$327

The value of the right that the opposition referred to in clause a of subparagraph 1 of the first paragraph is intended to protect determines the class if that value is stated in the opposition or in the affidavit in support thereof; otherwise, the amount set by the judgment determines the class of the proceeding.

In cases referred to in subparagraph 3 of the first paragraph, the class is determined according to the value of the obligation in respect of which application has been made for compulsory execution.

Costs are payable only for the first proceeding included in a stage referred to in this section.

7. Costs of \$55 are payable for the inscription for proof and hearing of a contested action.

8. Costs of \$25 are payable for costs, upon presentation of a bill of costs by the party entitled thereto.

9. For any judgment of distribution, a fee equal to 3 % of the aggregate of the amounts levied or deposited shall be collected.

10. For a claim to a seizure by garnishment, the costs are \$24 and they are the only costs payable until the claim is fully satisfied.

11. Sections 6, 8 and 10, as the case may be, do not apply to proceedings instituted by the collector of a sum recoverable under the Code of Penal Procedure (R.S.Q., c. C-25.1).

12. Where an amount of money is deposited, the following costs are payable:

(1) if the amount deposited is \$10 000 or less, 3.8 % thereof;

(2) if the amount deposited is more than \$10 000, 3.8 % of the first \$10 000 thereof and 0.3 % of the amount in excess of \$10 000.

This section also applies where the object of the deposit is a security rather than a sum of money and in such case, the fees shall be calculated on the basis of the value declared by the depositor in the proceeding or other document in which he states that he is depositing the security.

This section also applies where a person furnishes security. In such case, the costs shall be calculated on the basis of the amount of security that must be furnished.

Notwithstanding the foregoing, this section does not apply to amounts deposited following a seizure by garnishment nor to the amounts referred to in section 9.

13. The following court office fees are payable:

(1) for the registration or filing of a document where such procedure is required by a statute or regulation and where that statute or regulation does not fix the fee payable for that procedure, \$31;

(2) for a copy of any document, \$2.50 per page.

Subparagraph 2 of the first paragraph does not apply to the first copy of a judgment requested by each of the parties.

14. The indemnity paid to witness shall be fixed in accordance with the Regulation respecting indemnities payable to witnesses summoned before courts of justice (R.R.Q., 1981, c. C-25, r. 2), as amended.

15. In addition to court costs, the costs for serving any proceeding and the costs for executing any judgment are payable to bailiffs in accordance with the Tariff of fees and transportation expenses of bailiffs (R.R.Q., 1981, c. H-4, r. 3), as amended.

16. The amount of the costs and fees prescribed in this Tariff shall be indexed on 1 April 1997, and on 1 April of every year thereafter, in the following manner:

(1) where the amount of the costs or fees payable on 31 March preceding the annual indexing is equal to or greater than \$35, it shall be indexed according to the rate of increase in the general Consumer Price Index for Canada, as determined by Statistics Canada for the period ending on 31 December of the year preceding the indexing;

(2) where the amount of the costs or fees payable on 31 March preceding the annual indexing is less than \$35, it shall be indexed by applying the cumulative rate of increase in the general Consumer Price Index for Canada, as determined by Statistics Canada for the period commencing on 31 December 1994 and ending on 31 December of the year preceding the indexing, to the amount of the costs or fees payable on *(insert here the date of coming into force of this Tariff)*.

The costs or fees indexed in the prescribed manner shall be reduced to the nearest dollar where they contain a fraction of a dollar less than \$0.50; they shall be increased to the nearest dollar where they contain a fraction of a dollar equal to or greater than \$0.50.

The Chief Judge of the Municipal Court shall publish the results of the annual indexing in Part 1 of the *Gazette officielle du Québec*. He may also employ any other means to ensure that the results of the indexing are more widely publicized.

17. The costs and fees established in this Tariff apply to proceedings or documents filed or issued from the date of its coming into force, even if the matter was commenced before that date.

The costs and fees as indexed on 1 April in accordance with section 16 apply to proceedings or documents filed or issued from that date, even if the matter was commenced before that date.

18. Any dispute over this Tariff shall be submitted to a judge of the Municipal Court of the City of Québec.

19. This Tariff replaces the Tariff, approved by Order in Council No. 2151 dated 20 August 1941.

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

9692

Municipal Affairs

(L.S.) MARTIAL ASSELIN

Letters patent

Replacement of certain letters patent

WHEREAS under section 3 of the Act respecting judgments rendered in the Supreme Court of Canada on the language of statutes and other instruments of a legislative nature (R.S.Q., c. J-1.1), it is expedient to replace the text of certain letters patent respecting regional county municipalities.

THEREFORE, in accordance with Order in Council number 10-96, made on 3 January 1996 following the recommendation of the Minister of Municipal Affairs, the following is decreed and ordered:

The letters patent listed hereafter are replaced, from the date of the coming into force indicated, by the text of the schedule mentioned in respect of each:

RCM	Date of issue	Date of coming into force	
Maria-Chapdelaine	1982-12-21	1983-01-01	Schedule 1
Maria-Chapdelaine	1989-03-01	1989-03-29	Schedule 2
Maria-Chapdelaine	1989-12-13	1990-01-17	Schedule 3
Maskinongé	1981-11-25	1982-01-01	Schedule 4
Maskinongé	1989-04-26	1989-05-31	Schedule 5
Matane	1981-11-25	1982-01-01	Schedule 6
Matane	1982-06-16	1982-11-24	Schedule 7
Matane	1982-10-20		
Matane	1983-06-01	1983-10-26	Schedule 8
Matawinie	1981-12-02	1982-01-01	Schedule 9
Matawinie	1982-10-20	1982-12-22	Schedule 10
Pays-d'en-Haut	1982-10-20	1983-01-01	Schedule 11
Matawinie et Pays-d'en-Haut	1990-12-19	1991-02-13	Schedule 12
Mékinac	1981-11-25	1982-01-01	Schedule 13
Memphrémagog	1981-12-02	1982-01-01	Schedule 14
Memphrémagog	1981-12-16	1982-01-27	Schedule 15
Memphrémagog	1982-04-08	1982-09-15	Schedule 16
Memphrémagog	1988-10-19	1988-11-09	Schedule 17
Memphrémagog	1989-12-13	1990-01-17	Schedule 18
Minganie	1981-12-09	1982-01-01	Schedule 19
Montcalm	1981-09-23	1982-01-01	Schedule 20
Montcalm	1984-05-16	1984-06-13	Schedule 21
Montmagny	1981-09-23	1982-01-01	Schedule 22
Montmagny	1988-10-19	1988-11-09	Schedule 23

RCM	Date of issue	Date of coming into force	
Nicolet-Yamaska	1981-09-23	1982-01-01	Schedule 24
Nicolet-Yamaska	1981-12-09	1981-12-30	Schedule 25
Nicolet-Yamaska	1988-10-19	1989-01-25	Schedule 26
	1988-12-21		
Pabok	1981-02-25	1981-04-01	Schedule 27
	1981-03-11		
Pabok	1981-09-23	1981-11-18	Schedule 28
Pabok	1989-07-05	1989-08-02	Schedule 29
Papineau	1982-11-03	1983-01-01	Schedule 30
Papineau	1984-11-28	1984-12-19	Schedule 31
Papineau	1989-06-28	1989-08-02	Schedule 32
Portneuf	1981-09-23	1982-01-01	Schedule 33
	1981-11-25		
Portneuf	1988-10-19	1988-11-09	Schedule 34
Rimouski-Neigette	1982-04-08	1982-05-26	Schedule 35
Rivière-du-Loup	1981-11-25	1982-01-01	Schedule 36
Rivière-du-Loup	1989-03-01	1989-03-27	Schedule 37
Robert-Cliche	1981-11-25	1982-01-01	Schedule 38
Robert-Cliche	1982-10-20	1982-11-24	Schedule 39
Robert-Cliche	1985-02-27	1985-03-27	Schedule 40
Rouville	1981-09-23	1982-01-01	Schedule 41
Rouyn-Noranda	1981-02-25	1981-04-01	Schedule 42
	1981-03-11		
Rouyn-Noranda	1982-03-31	1982-05-05	Schedule 43
Rouyn-Noranda	1982-10-20	1982-12-15	Schedule 44
Rouyn-Noranda	1990-06-13	1990-07-18	Schedule 45
Sept-Rivières	1981-02-25	1981-03-18	Schedule 46
Sept-Rivières	1981-11-25	1981-12-31	Schedule 47
Sept-Rivières	1988-10-19	1988-11-09	Schedule 48
Sherbrooke	1981-12-02	1982-01-01	Schedule 49
Sherbrooke	1982-03-24	1982-04-28	Schedule 50

IN TESTIMONY WHEREOF, the Government issues these letters patent under the Great Seal of Québec.

WITNESS: the Right-Honourable MARTIAL ASSELIN, P.C., Q.C., lieutenant-Governor of Québec.

Québec, 3 January 1996

By command,

MICHEL BOUCHARD,
Deputy Attorney General

Libro: 1551
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SCHEDULE 1

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MARIA CHAPDELAINE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Maria-Chapdelaine was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3006-82, dated 21 December 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Maria-Chapdelaine".

The boundaries of the regional county municipality of Maria-Chapdelaine are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Maria-Chapdelaine, dated 26 November 1982, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Maria-Chapdelaine shall be determined in the following manner:

— From 0 to 3 000 inhabitants: 1 vote;

— From 3 001 to 8 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 8 000 inhabitants shall have one additional vote.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Maria-Chapdelaine shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place at the office of the corporation of the county of Lac-Saint-Jean-Ouest situated in the town of Normandin.

Mr. Gérard Boivin, Secretary-Treasurer of the corporation of the county of Lac-Saint-Jean-Ouest, shall act as secretary-treasurer of the regional county municipality of Maria-Chapdelaine until the end of the first sitting of the council.

The regional county municipality of Maria-Chapdelaine succeeds the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982; the records of the county corporation shall be filed in the office of the secretary-treasurer of the regional county municipality of Maria-Chapdelaine.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or under section 11 of Chapter F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Maria-Chapdelaine shall collect sums thus owed and shall at that time repay sums to whomsoever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Maria-Chapdelaine shall collect sums thus owed and

shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Maria-Chapdelaine shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Maria-Chapdelaine shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

In accordance with the letters patent that established the regional county municipality of Lac-Saint-Jean-Ouest, the council of the regional county municipality of Maria-Chapdelaine shall collect sums, which are a charge on the municipalities situated in its territory or, if applicable, apportion among the municipalities the sums owed under the letters patent.

The officers and employees of the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, continue their service as officers and employees of the regional county municipality of Maria-Chapdelaine at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Lac-Saint-Jean-Ouest, as it has existed since 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MARIA-CHAPDELAINE

The regional county municipality of Maria-Chapdelaine comprises the territory delimited as follows: starting from the intersection of the dividing line between ranges XII and XIII of the townships of Parent and Albanel; thence successively, along the following lines and demarcations: the dividing line between ranges XII and XIII and its extension to the median line of the rivière Mistassini; the median line of the said river downstream, skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank extended into lac Saint-Jean to its intersection with a line parallel and at a distance of one thousand one hundred and six and four-tenths metres (1 06,4 m, namely 55 chains) from the former northwest shore of the said lake; the said parallel line northeasterly to the extension of the median line of the rivière Péribonka skirting island no. 84 to the southeast of the cadastre of the township of Racine; the said extension and the median line of the said river upstream to the extension of the southwest line of the township of Milot; the said extension and part of the said southwest line; with reference to the cadastre of the township of Milot, part of the dividing line between line ranges VI and VII; the northeast line of lot 46A of range VI and of lot 46 of ranges V, IV and III; part of the dividing line between ranges II and III; the northeast line of lot 40 of ranges II and I, the latter extended to the median line of the rivière Alex; the median line of the said river downstream and its extension to the median line of the rivière Péribonka; the median line of that last river upstream and its extension to the watershed line between the basin of the St. Lawrence River and the basin of Hudson Bay; the said watershed line in a general southwesterly direction to the 50°00' parallel of latitude north; the said parallel easterly to the median line of the rivière du Chef; the median line of that river and the median line of the rivière Chamouchouane, both downstream, skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank, to its intersection with the extension of the northwest line of the townships of Parent; lastly, the said extension and part of the said northwest line northeasterly to the starting point.

The regional county municipality comprises the following municipalities: the towns of Dolbeau, Mistassini and Normandin; the villages of Albanel and Sainte-Jeanne-d'Arc; the parish of Saint-Augustin; the municipality of the township of Albanel; the municipalities of Girardville, Notre-Dame-de-Lorette, Péribonka, Saint-Edmond, Saint-Eugène, Saint-Stanislas and Saint-Thomas-Didyme. It also includes the part of lac Saint-Jean and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 26 November 1982

Gérard Tanguay
Section Head

SCHEDULE 2

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MARIA-CHAPDELAINE

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made by the Commission municipale du Québec pursuant to section 50 of the Act;

WHEREAS, following the recommendations of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Maria-Chapdelaine that came into force on 1 January 1983;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 266-89, dated 1 March 1989, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Maria-Chapdelaine are amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The representative of any municipality on the council of the regional county municipality of Maria-Chapdelaine shall have one vote for the first 1 500 in-

habitants or less of the municipality and one additional vote per 1 500 inhabitants or less.”.

(2) by inserting the following after the fourth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of 66 2/3 % of the members present. Notwithstanding the foregoing, the warden is elected by the majority vote of 66 2/3 % of the members.”.

SCHEDULE 3

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MARIA-CHAPDELAINE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities;

WHEREAS under section 166, the Government may amend the letters patent;

WHEREAS the letters patent establishing the regional county municipality of Maria-Chapdelaine came into force on 1 January 1983;

WHEREAS a petition to amend the letters patent of the regional county municipality of Maria-Chapdelaine was made by the council of the regional county municipality of Maria-Chapdelaine;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 1903-89, dated 13 December 1989, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Maria-Chapdelaine are amended by adding the following after the fifth paragraph of the provisions:

“An administrative committee composed of seven members, one of which is the warden, is established. Among the six other members appointed by resolution, three shall be chosen among the members of the council representing the urban municipalities:

— Town of Dolbeau

- Town of Mistassini
- Town of Normandin

and the three others among the members of the council representing the rural municipalities:

- Village of Albanel
- Village of Sainte-Jeanne-d'Arc
- Parish of Saint-Augustin
- Township of Albanel
- Girardville
- Saint-Thomas-Didyme
- Saint-Eugène
- Péribonka
- Saint-Edmond
- Saint-Stanislas
- Notre-Dame-de-Lorette

The rules of operation of the committee are those prescribed for an administrative committee established under the Municipal Code of Québec.”.

SCHEDULE 4

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MASKINONGÉ

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Maskinongé was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3237-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Maskinongé”.

The boundaries of the regional county municipality of Maskinongé are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Maskinongé, dated 3 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Maskinongé shall be determined in the following manner:

- From 0 to 1 500 inhabitants: 1 vote;
- From 1 501 to 3 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 3 000 inhabitants but less than 6 001 inhabitants shall have one additional vote per 1 500 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; the representative of a municipality whose population exceeds 6 000 inhabitants shall have 5 votes.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Maskinongé shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at 51, rue Saint-Marc in Louiseville.

Mr. Gilles Béland, Secretary-Treasurer of the corporation of the county of Maskinongé, shall act as secre-

tary-treasurer of the regional county municipality of Maskinongé until the end of the first sitting of the council.

The regional county municipality of Maskinongé succeeds the corporation of the county of Maskinongé; the records of the corporation of the county of Maskinongé shall be filed in the office of the secretary-treasurer of the regional county municipality of Maskinongé.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Maskinongé, the corporation of the county of Saint-Maurice or the corporation of the county of Champlain is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities, excluding the municipality of Haute-Maurice, in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Maskinongé shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Maskinongé, the corporation of the county of Saint-Maurice or the corporation of the county of Champlain shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Maskinongé shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Maskinongé, the corporation of the county of Saint-Maurice or the corporation of the county of Champlain shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Maskinongé shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Maskinongé, the corporation of the county of Saint-Maurice or the corporation of the county of Champlain, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Maskinongé shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Maskinongé or the corporation of the county of Saint-Maurice, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

In the case of an accumulated surplus of the corporation of the county of Champlain, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the contribution of each to the accumulation of the surplus.

The regional county municipality of Maskinongé, the owner of the movable and immovable property of the corporation of the county of Maskinongé, shall establish the value of the property; one aliquot share of the value shall be paid as compensation to the municipality of the parish of Saint-Didace; the aliquot share shall be equal to the proportion of the standardized assessment, as defined in paragraph 40 of article 16 of the Municipal Code, of the parish of Saint-Didace, in respect of the standardized assessment, as defined in the same article, of the entire territory of the corporation of the county of Maskinongé and the standardized assessment of the town of Louiseville. The municipalities of the village of Yamachiche and of the parishes of Sainte-Anne-de-Yamachiche, Saint-Barnabé and Saint-Sévère shall pay, as compensation, one aliquot share of the amount paid to the municipality of the parish of Saint-Didace to the said regional county municipality; the aliquot share shall be equal to the proportion of the standardized assessment of the municipalities as defined in paragraph 40 of article 16 of the Code in respect of the standardized assessment, as defined in the same article, of all the municipalities comprised within the boundaries of the regional county municipality of Maskinongé.

Notwithstanding the foregoing, the movable property of the assessment section of the corporation of the county of Maskinongé shall not be the object of the compensation prescribed in the above paragraph as long as the first annual assessment roll contemplated in section 503 of Chapter 72 of the Statutes of 1979 is not filed for all the municipalities that formed part of the territory of the corporation of the county of Maskinongé.

The officers and employees of the corporation of the county of Maskinongé continue their service as officers and employees of the regional county municipality of Maskinongé at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Maskinongé, the corporation of the county of Saint-Maurice and the corporation of the county of Champlain remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MASKINONGÉ

The regional county municipality of Maskinongé comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River with the southwest line of lot 174 of the cadastre of the parish of La Visitation-de-la-Pointe-du-Lac; thence successively, along the following lines and demarcations: an irregular line separating the cadastres of the parishes of La Visitation-de-la-Pointe-du-Lac and Saint-Étienne from the cadastres of the parishes of Saint-Anne-d'Yamachiche and Saint-Barnabé; part of the dividing line between the cadastres of the parishes of Saint-Barnabé and Saint-Boniface; with reference to the cadastre of the parish of Saint-Barnabé, the dividing line between lots 515 and 516; part of the dividing line between ranges II and III; the dividing line between lots 450 and 451; part of the dividing line between ranges I and II; the dividing line between lots 371 and 372; part of the line separating range I from concession Saint-Joseph côté Nord-Est; the southeast line and part of the southwest line of lot 176 and the dividing line between lots 177 and 178; part of the dividing line between Saint-Joseph côté Nord-Est and Saint-Joseph côté Sud-Ouest concessions; part of the northeast line and the northwest line of lot 114; part of the dividing line between the cadastres of the parishes of Saint-Barnabé and Saint-Sévère; with reference to that last cadastre, the line separating lot 177 from lots 178 and 179; part of the dividing line between ranges Bellechasse and Saint-

François-de-Pique-Dur; the dividing line between lots 127 and 129 and its extension to the median line of the rivière du Loup; the median line of the said river upstream and skirting to the northeast île Juneau to the extension of the northwest line of lot 5 of the cadastre of the township of Hunterstown; the said extension and the said northwest line; the line separating the cadastres of the parishes of Saint-Élie and Saint-Mathieu from the cadastres of the townships of Hunterstown, De Calonne and Belleau; part of the northeast line of the township of Caxton to the median line of lac Minogami; the said median line and an irregular line running midway and to the northeast of the northeast bank of an island situated in the southwest extension of the northwest line of lot 583 of the cadastre of the parish of Sainte-Flore and the northeast shore of the said lake; the said extension and part of the said northwest line to the boundary of parc de la Mauricie, that boundary established on the site by land-surveyors Yves Boivin in 1972, and Gilles Drolet in 1974 and illustrated on plans conserved among the records of the service de l'arpentage of the ministère de l'Énergie et des Ressources (Divers 80-1 and 80-2); the boundary of the said park established on the site by the said land-surveyors in a general northwesterly direction, the last section extended to the left bank of the rivière Matawin; the left bank of the said river upstream to a point whose coordinates are 5193500 m N and 620400 m E; in the Mastigouche Wildlife Sanctuary, an irregular line whose apex coordinates are 5192025 m N and 619800 m E, 5188750 m N and 618800 m E, 5187150 m N and 619225 m E, 5182350 m N and 617750 m E, 5180150 m N and 618500 m E, 5178450 m N and 618350 m E, 5177675 m N and 617950 m E, 5173800 m N and 617150 m E, 5169300 m N and 619150 m E, 5167350 m N and 619000 m E, 5165750 m N and 618975 m E, 5163025 m N and 618900 m E, 5161250 m N and 619000 m E, 5161600 m N and 622350 m E, 5163600 m N and 625400 m E, 5161975 m N and 627375 m E, 5158950 m N and 629300 m E, 5156900 m N and 629750 m E, 5155750 m N and 630450 m E and 5154500 m N and 631650 m E, namely to the dividing line between the townships of Chapleau and De Colonne, that dividing line between the townships being part of the southeast boundary of the Mastigouche Wildlife Sanctuary; part of the said dividing line between the townships southwesterly; the southwest line of the township of De Calonne and part of the southwest line of the townships of Hunterstown to the northwest line of lot 450 of the cadastre of the parish of Saint-Didace; with reference to the cadastre of the said parish, the northwest line of lots 450 and 449; part of the southwest line of the said lot 449; the line separating lot 493 from lots 304 and 419; the northeast line of lots 420 to 423; the northwest line of lot 423 and its extension to the southwest line of lot 493; part of the said southwest line southeasterly; the northwest and southwest lines and

part of the southeast line of lot 537; the southwest line of lots 536 moving downwards to lot 524; part of the northwest line of lot 523 southwesterly and its extension to the median line of the rivière Maskinongé; the median line of the said river westerly and skirting to the east island number 824 to the extension of the dividing line between lots 121 and 122; the said extension and the said dividing line between the lots; the southwest line of lot 121 moving downwards to lots 113, 110, 106, 105, 103 and of lot 101 moving downwards to lot 89; part of the dividing line between the cadastres of the parishes of Saint-Didace and Saint-Justin southwesterly; the southwest line of the cadastres of the parishes of Saint-Justin and Saint-Joseph-de-Maskinongé and its extension to an irregular line in the St. Lawrence River running midway between the north shore of the river and the north bank of île à l'Aigle; the said irregular line northeasterly and easterly and skirting to the northeast île à l'Aigle and île Girondeau and the irregular line running to the east of all the islands forming part of the cadastre of the parish of La Visitation (île Dupas) to the median line of the St. Lawrence River; the median line of the river downstream to the extension of the southwest line of lot 174 of the cadastre of the parish of La Visitation-de-la-Pointe-du-Lac; lastly, the said extension to the starting point.

The above coordinates are expressed in metres and were graphically traced from the U.T.M. squaring used on maps to the scale of 1:50 000 published by the Department of Energy, Mines and Resources.

The regional county municipality comprises the following municipalities: the town of Louiseville, the villages of Maskinongé, Saint-Paulin and Yamachiche; the parishes of Saint-Alexis, Sainte-Angèle, Sainte-Anne-d'Yamachiche, Saint-Antoine-de-la-Rivière-du-Loup, Saint-Barnabé, Saint-Joseph-de-Maskinongé, Saint-Justin, Saint-Léon-le-Grand, Saint-Paulin, Saint-Sévère and Saint-Ursule; the municipality of the township of Hunterstown and the municipalities of Belleau and Saint-Édouard. It also includes the unorganized territories and the part of the St. Lawrence River enclosed in the above perimeter.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 3 November 1981

Gérard Tanguay
Section Director

SCHEDULE 5

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MASKINONGÉ

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made by the Commission municipale du Québec pursuant to section 50 of the Act;

WHEREAS following the recommendations of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Maskinongé that came into force on 1 January 1982;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 602-89, dated 26 April 1989, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Maskinongé are amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Maskinongé shall have one vote for the first 2 000 inhabitants or less of the municipality and one additional vote per 2 000 inhabitants or less.”;

(2) by inserting the following after the fourth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present. Notwithstanding the foregoing, the warden is elected by the vote of the absolute majority of the members.”

SCHEDULE 6

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MATANE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional

county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Matane was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3239-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Matane".

The boundaries of the regional county municipality of Matane are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Matane, dated 13 October 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Matane shall be determined in the following manner:

— From 0 to 1 700 inhabitants: 1 vote;

— From 1 701 to 3 400 inhabitants: 2 votes.

The representative of any municipality having a population greater than 3 400 inhabitants but less than 13 601 inhabitants shall have one additional vote per 1 700 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; the representative of a municipality having a population greater

than 13 600 inhabitants shall have, in addition to the votes previously determined according to the manner set forth above, one additional vote per 5 000 inhabitants of the municipality, to be determined in the following manner:

— From 13 601 to 18 600 inhabitants: 1 additional vote;

— From 18 601 to 23 600 inhabitants: 2 additional votes.

In addition, a right of veto shall be granted to the representative of the town of Matane, the parish of Saint-René-de-Matane and the municipalities of Baie-des-Sables and Les Méchins.

An administrative committee is established by these letters patent. It shall be composed of five members including the warden, the deputy warden and the mayor of the town of Matane; the other members shall be appointed by resolution of the council from among the members of the council. The appointments shall take into account, in respect of the total composition of the said committee, the following territorial representation: with the exception of the warden, who may be from any district, the members shall be from the councils of the municipalities forming part of the four districts mentioned below and there shall be one member per district. The district of Matane comprises the town of Matane. The west district comprises the village of Saint-Ulric, the parishes of Saint-Jérôme-de-Matane and Saint-Ulric-de-Matane and the municipalities of Baie-des-Sables and Petite-Matane. The east district comprises the village of Sainte-Félicité, the parish of Sainte-Félicité and the municipalities of Grosses-Roches and Les Méchins. The south district comprises the parishes of Saint-Adelme, Saint-Jean-de-Cherbourg, Saint-Luc, Saint-René-de-Matane and the municipality of Sainte-Paule.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Matane shall be held on the third juridical Tuesday following the coming into force of the letters patent. It shall take place at the town hall of the town of Matane.

Mr. Michel Barriault, Secretary-Treasurer of the corporation of the county of Matane, shall act as secretary-treasurer of the regional county municipality of Matane until the end of the first sitting of the council.

The regional county municipality of Matane succeeds the corporation of the county of Matane, as the latter county corporation exists on 18 March 1981; the records of the corporation of the county of Matane shall be filed in the office of the secretary-treasurer of the regional county municipality of Matane.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Matane is a part, as it exists on 18 March 1981, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, and by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Matane shall collect sums thus owed by the municipalities situated on its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Matane, as it exists on 18 March 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Matane shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Matane, as it exists on 18 March 1981, shall be borne by the aggregate of the owners of taxable immovables of each of the municipalities situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Matane shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Matane, as it exists on 18 March 1981, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized as-

essment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Matane shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Matane, as it exists on 18 March 1981, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the real estate assessment; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

The officers and employees of the corporation of the county of Matane, as it exists on 18 March 1981, continue their service as officers and employees of the regional county municipality of Matane at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Matane, as it exists on 18 March 1981, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MATANE

The regional county municipality of Matane comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River with the southwest line of the cadastre of the township of Romieu: thence successively, along the following lines and demarcations: with reference to that cadastre, part of the said southwest line; part of the dividing line between ranges IV and V; the dividing line between lots B and C of range V; the dividing line between lots A and B of range VI and its extension to the median line of the rivière Cap-Chat; the median line of the said river upstream; part of the southwest line and the southeast line of the cadastre of the townships of Romieu; the northeast line of the township of Faribault; the northeast, southeast and southwest lines of the township of Richard; southwesterly, part of the dividing line between Joffre and Dunière townships to the north corner of block A of the township of Dunière; southerly, the eastern boundary of block A of the township of Dunière to the height-of-land line established in 1920 by land sur-

veyor Louis-Giroux; southwesterly and northwesterly, the said height-of-land line to the left bank of the rivière à la Truite; southwesterly, the said left bank of the rivière à la Truite to the height-of-land line established in 1928 by land-surveyor J.F. Fafard; southeasterly, southwesterly and northwesterly, the said height-of-land line to the southeast boundary of the township of Cuoq; part of the southeast line and the southwest line of the township of Cuoq; part of the southwest line of the cadastre of the township of Tessier; the southeast, southwest, south and southwest lines of the cadastre of the township of Matane; part of the southwest line of the cadastre of the parish of Saint-Ulric; part of the southeast line of range VI of the cadastre of the parish of Notre-Dame-de-l'Assomption-de-MacNider; with reference to that last cadastre, the southwest line of lot 745; part of the dividing line between ranges V and VI; the dividing line between lots 582 and 583; part of the dividing line between ranges IV and V; the dividing line between lots 444 and 445; part of the dividing line between ranges III and IV; the dividing line between lots 285 and 286; part of the dividing line between ranges II and III; the dividing line between lots 127 and 128; the dividing line between lots 127 and 128; the dividing line between lots 88 and 89 and its extension to the median line of the St. Lawrence River; the median line of the river in a general northeasterly direction to the extension of the southwest line of the cadastre of the township of Romieu; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the town of Matane; the village of Sainte-Félicité and Saint-Ulric; the parishes of Saint-Adelme, Sainte-Félicité, Saint-Jean-de-Cherbourg, Saint-Jérôme-de-Matane, Saint-Léandre, Saint-Luc, Saint-Nil, Saint-Paulin-Dalibaire, Saint-René-de-Matane, Saint-Thomas-de-Cherbourg and Saint-Ulric-de-Matane; the municipalities of Baie-des-Sables, Grosses-Roches, Les Méchins, Petite-Matane and Sainte-Paule. It also includes the part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared by: JEAN FORTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 13 October 1981

Gérard Tanguay,
Section Director

SCHEDULE 7

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MATANE

WHEREAS under section 166 of the Act respecting land use planning and development, (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Matane were published in the *Gazette officielle du Québec* of 16 December 1981 and came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 1453-82, dated 16 June 1982 and in Order in Council number 2380-82, dated 20 October 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Matane, which came into force on 1 January 1982, are amended by substituting the following for the third, fourth and sixth paragraphs of the provisions:

“The number of votes of the representative of a municipality on the council of the regional county municipality of Matane shall be determined in the following manner:

- From 0 to 1 250 inhabitants: 1 vote;
- From 1 250 to 2 500 inhabitants: 2 votes;

The representative of any municipality having a population greater than 2 500 inhabitants but less than 15 000 inhabitants shall have one additional vote per 1 250 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; the representative of a municipality having a population greater than 15 000 inhabitants shall have, in addition to the votes previously determined to the manner set forth

above, one additional vote per 2 500 inhabitants of the municipality, to be determined in the following manner:

— From 15 000 to 17 500 inhabitants: 1 additional vote;

— From 17 500 to 20 000 inhabitants: 2 additional votes.

An administrative committee is established by these letters patent. It shall be composed of five members including the warden, the deputy warden and the mayor of the town of Matane. The appointments shall take into account, in respect of the total composition of the said committee, the following territorial representation: with the exception of the warden, who may be from any district, the members shall be from the councils of the municipalities forming part of the four districts mentioned below and there shall be one member per district. The district of Matane comprises the town of Matane. The west district comprises the village of Saint-Ulric, the parishes of Saint-Jérôme-de-Matane and Saint-Ulric-de-Matane and the municipalities of Baie-des-Sables and Petite-Matane. The east district comprises the village of Sainte-Félicité, the parish of Sainte-Félicité and the municipalities of Grosses-Roches and Les Méchins. The south district comprises the parishes of Saint-Adelme, Saint-Jean-de-Cherbourg, Saint-Luc, Saint-René-de-Matane and the municipality of Sainte-Paule.”

SCHEDULE 8

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MATANE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act;

WHEREAS the letters patent establishing the regional county municipality of Matane were published in the *Gazette officielle du Québec* of 16 December 1981 and came into force on 1 January 1982;

WHEREAS the letters patent establishing the regional county municipality of Matane were amended by letters patent published in the *Gazette officielle du Québec* of 24 November 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 1127-83, dated 1 June 1983, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Matane, which came into force on 1 January 1982 and which were amended by letters patent published in the *Gazette officielle du Québec* of 24 November 1982, are further amended by substituting the following for the third and fourth paragraphs of the provisions:

“The number of votes of the representative of a municipality on the council of the regional county municipality of Matane shall be determined in the following manner:

— From 0 to 1 700 inhabitants: 1 vote;

— From 1 701 to 3 400 inhabitants: 2 votes;

The representative of any municipality having a population greater than 3 400 inhabitants but less than 13 601 inhabitants shall have one additional vote per 1 700 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; the representative of a municipality having a population greater than 13 600 inhabitants shall have, in addition to the votes previously determined according to the manner set forth above, one additional vote per 5 000 inhabitants of the municipality, to be determined in the following manner:

— From 13 601 to 18 600 inhabitants: 1 additional vote;

— From 18 601 to 23 600 inhabitants: 2 additional votes.”

SCHEDULE 9

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the coun-

cils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Matawinie;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3304-81, dated 2 December 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Matawinie".

The boundaries of the regional county municipality of Matawinie are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Matawinie, dated 17 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Matawinie shall be determined in the following manner:

- From 0 to 10 000 inhabitants: 1 vote;
- From 10 001 to 20 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 20 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Matawinie shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at the town hall of the municipality of Saint-Alphonse-de-Rodriguez.

Mr. Guy Sauriol, 1410, Islemère, Laval, shall act as secretary-treasurer of the regional county municipality of Matawinie until the end of the first sitting of the council.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Berthier, the corporation of the county of Joliette, the corporation of the county of Montcalm, the corporation of the county of Saint-Maurice, or the corporation of the county of Maskinongé is a part, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations, if applicable, and by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Matawinie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Berthier, of the corporation of the county of Joliette, of the corporation of the county of Montcalm, of the corporation of the county of Maskinongé or of the corporation of the county of Saint-Maurice shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Matawinie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Berthier, the corporation of the county of Joliette, the corporation of the county of Montcalm, the corporation of the county of Maskinongé, or by the corporation of the county of Saint-Maurice shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40

of article 16 of the Municipal Code; the council of the regional county municipality of Matawinie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Berthier, of the corporation of the county of Joliette, of the corporation of the county of Montcalm, of the corporation of the county of Maskinongé or of the corporation of the county of Saint-Maurice, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the municipalities by reason of which the debt has been accumulated, according to the criterion of apportionment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Matawinie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Berthier, of the corporation of the county of Joliette, of the corporation of the county of Montcalm, of the corporation of the county of Maskinongé or of the corporation of the county of Saint-Maurice, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Berthier, of the corporation of the county of Joliette, of the corporation of the county of Montcalm, of the corporation of the county of Maskinongé or of the corporation of the county of Saint-Maurice remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

The regional county municipality of Matawinie comprises the territory delimited as follows: starting from the vertex of the west angle of the township of Drouin;

thence, successively, along the following line and demarcations: part of the south line of the township of Dandurand and the south line of the townships of Landry, David, Choquette and Gosselin; part of the west line of the township of Gosselin to the south line of the township of Radisson; the south line of the township of Radisson, Chouart, Festubert, Lens, Vimy, Cambrai, and Yprès and part of the south line of the township of Denain to the northeast line of the township of Champrodon; the northeast line of the townships of Champrodon, Poligny, Devine, Aux, By, Gay and Fontbrune; part of the northeast line of the township of Gravel to the northwest line of the township of Décarie; the said northwest line; the northeast line of the townships of Décarie and Pérodeau; the southeast line of that last township; an irregular line bounding the township of Brunet to the southwest, that line extended into lac Kiamika; part of the southwest line of the township of Mousseau to the dividing line between ranges VIII and IX of the said township; the said dividing line between the ranges, that line extended across lac Curières; part of the northeast line of the township of Mousseau southeasterly and its extension to the median line of the rivière Rouge; northeasterly, the median line of the said river to the extension of the northeast line of the township of Lynch; the said extension and part of the said northeast line to the dividing line between ranges VII and VIII of the said township; with reference to the cadastre of the township of Lynch, part of the said dividing line between the ranges to the dividing line between lots 23 and 24 of range VIII; the said dividing line between the lots in ranges VIII and IX; with reference to the cadastre of the township of Nantel, the dividing line between lots 23 and 24 in ranges I, II, III and IV; part of the southeast line of range IV southwesterly; part of the southwest line of the township of Nantel and the southwest line of the township of Rolland; part of the southeast line of the township of Rolland; the northeast line of lot 34 of ranges X, IX, VIII, VII and VI and its extension across ranges V and IV to the vertex of the north angle of lot 34 of range III of the cadastre of the township of Archambault; the northeast line of lot 34 of ranges III and II and of lot 34A of range I of the cadastre of the said township; that line extended across lac de la Montagne Noire; part of the southeast line of the township of Archambault, northeasterly; part of the southwest line of the township of Chilton; part of the northwest line of the township of Wexford; the irregular line separating the cadastre of the township of Wexford from the cadastre of the parish of Sainte-Marguerite; part of the northwest and the northeast lines of the township of Kilkenny; an irregular line separating the cadastre of the township of Rawdon from the cadastres of the parishes of Sainte-Julienne and Saint-Liguori; part of the southwest line, the dividing line between ranges VIII and IX and part of the northeast line of the

township of Kildare; the dividing line between the cadastres of the parishes of Sainte-Béatrix and Sainte-Mélanie to the median line of the rivière L'Assomption; the median line of the said river downstream and skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank to the extension of the dividing line between ranges Saint-Frédéric and Sainte-Émélie-Nord of the cadastre of the parish of Sainte-Élizabéth; with reference to that cadastre, the said extension and the said dividing line between the ranges; part of the dividing line between ranges Saint-Martin and Saint-Frédéric to the southeast line of lot 544; the southeast line of lots 544 and 545; the median line of ruisseau Martin; the southeast line of lot 623; the median line of the rivière Bayonne downstream and skirting to the west and north the island bearing cadastral number 625 to the dividing line between the cadastres of the parishes of Sainte-Élizabéth and Saint-Félix-de-Valois; part of the said dividing line between the cadastres to the south line of lot 752 of the cadastre of the parish of Sainte-Élizabéth; the south and east lines of the said lot 752 and the southeast and northeast lines of lot 751 of that last cadastre; part of the dividing line between the cadastres of the parishes of Saint-Félix-de-Valois and Saint-Norbert to lot 576 of Premier Rang of the township of Brandon of the cadastre of the parish of Saint-Félix-de-Valois; with reference to that cadastre, part of the southeast line of Premier Rang to the southwest line of lot 562; the southwest line of lots 562 and 641; the northwest line of lot 641; an irregular line separating lot 639 from lots 658 and 640; the dividing line between lots 637 and 638; the northeast line of lot 638; an irregular line separating the cadastre of the parish of Saint-Gabriel-de-Brandon from the cadastres of the parishes of Saint-Félix-de-Valois, Saint-Jean-de-Matha and Saint-Damien; part of the northwest line of the township of Brandon and the northwest line of the township of Peterborough; part of the northwest line of the township of De Calonne to a point whose coordinates are 5154500 m N and 631650 m E; in the Mastigouche Wildlife Sanctuary, an irregular line whose apex coordinates are 5155750 m N and 630450 m E, 5156900 m N and 629750 m E, 5158950 m N and 629300 m E, 5161975 m N and 627375 m E, 5163600 m N and 625400 m E, 5161600 m N and 622350 m E, 5161250 m N and 619000 m E, 5163025 m N and 618900 m E, 5165750 m N and 618975 m E, 5167350 m N and 619000 m E, 5169300 m N and 619150 m E, 5173800 m N and 617150 m E, 5177675 m N and 617950 m E, 5178450 m N and 618350 m E, 5180150 m N and 618500 m E, 5182350 m N and 617750 m E, 5187150 m N and 619225 m E, 5188750 m N and 618800 m E, 5192025 m N and 619800 m E and 5193500 m N and 620400 m E, namely to the left bank of the rivière Matawin; following the boundaries of the Chapeau de

Paille Controlled Zone, the left bank of the said river in a general westerly direction to the northeast shore of réservoir Taureau; the northeast shore of réservoir Taureau, the east bank of the effluent of lac aux Cenelles, the west shore of lac aux Cenelles and the east bank of the rivière aux Cenelles to the south shore of lac Gayot; northerly, a straight line to the southwestern extremity of the dividing line between the townships of Badeaux and Bréhault; part of the said dividing line between the townships and the shore of lac Maurice in southeasterly, northeasterly and northwesterly directions to the foresaid dividing line between the townships; northwesterly, a straight line to the intersection of the southwest shore of lac Rocheux with the dividing line between the townships of Potherie and Bréhault; southeasterly and northerly, the shore of the said lake to the eastern extremity of the lake; northwesterly, a straight line to a point whose coordinates are: 5217950 m N and 590450 m E; then leaving the boundaries of the Chapeau de Paille Controlled Zone and following the boundaries of the Gros-Brochet Controlled Zone, northwesterly a straight line to a point whose coordinates are: 5222350 m N and 586900 m E; southwesterly, a straight line skirting to the south lac Travers to a point whose coordinates are: 5216500 m N NS 582600 m E, that point situated on the north shore of lac de la Ligne; the north shore of the said lake to the dividing line between the townships of Potherie and Villiers; the said dividing line between the townships and the dividing line between the townships of Gallet and Troyes to a point whose coordinates are: 5225150 m N and 573550 m E; northeasterly, a straight line to a point whose coordinates are: 5240550 m N and 575250 m E, that point situated on the east shore of lac Mondonac; northerly the east shore of the said lake to the southwest line of the township of Sincennes; then leaving the boundaries of the Gros-Brochet Controlled Zone, the extension across lac Mondonac and part of the southwest line of the said township; lastly, the southwest line of the townships of Laliberté, Lortie and Drouin to the starting point.

The coordinates given above are expressed in metres and were graphically traced from the U.T.M. squaring used on the maps to the scale of 1:50 000 published by the ministère de l'Énergie, des Mines et des Ressources.

The regional county municipality comprises the following municipalités: the villages of Rawdon and Saint-Félix-de-Valois; the parishes of Lac-Paré, Saint-Alphonse-de-Rodriguez, Sainte-Béatrix, Saint-Côme, Saint-Damien, Sainte-Émélie-de-l'Énergie, Sainte-Félix-de-Valois, Sainte-Jean-de-Matha and Saint-Zénon; the municipalités of the townships of Chertsey and Rawdon and the municipalités of Entrelacs, Notre-Dame-de-la-Merci, Saint-Donat, Sainte-Marcelline-de-Kildare and

Saint-Michel-des-Saints as well as the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 17 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 10

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Matawinie were published in the *Gazette officielle du Québec*, dated 30 December 1981, and came into force on 1 January 1982;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2381-82, dated 20 October 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Matawinie, which came into force on 1 January 1982, are amended:

(1) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Matawinie are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Matawinie, dated 27 September 1982, appearing in Schedule A to these letters patent as if it were a part thereof.”

(2) by substituting the description appearing in Schedule A to these letters patent for the description appearing in Schedule A to the letters patent.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

The territory of the regional county municipality of Matawinie is delimited as follows: starting from the vertex of the west angle of the township of Dupont; thence successively along the following lines and demarcations: part of the southwest line of the said township to the boundary between the drainage basins of ruisseau Pijart, Pijart and Thiboutot lakes on one side and lac Bourasseau and the rivière Lenoir on the other side; in a general southwesterly direction, the boundary between the drainage basins of Thiboutot, Fontrouve, Maurais, Lecanteur and Cordeau lakes on one side of lac Bourasseau, of the rivière Lenoir and lac Lenoir on the other side; in a general southerly direction, the boundary between Gellebert, Laverdière and Tobie drainage basins on one side of lac Dumbo on the other side; in a general southerly direction, the boundary between Raimbault, Greslon, and Greslon Rond lakes, the effluent of lac Greslon and Jugy, Protégé, du Nord, Jurlain and Mosquic lakes on one side, Verneuil, Petit-Surget, Surget, Lagorce, Côté, Parement, Chavoy, Augeron, Ninville, Larcher, Dirinon and Froid lakes on the other side; in a general southerly direction, the boundary between the drainage basins of Gadiou and Mosquic lakes on one side, Froid, Moranger, Vallet and Saget lakes on the other side; in general southerly and easterly directions, the boundary between the drainage basins of Mosquic, Santé, Comox, Petit-Comox, Acon and Mosquic lakes on one side, Saget, Cinq-Doigts, Colombon, Jamet, Therrien, Laclède, Alexandre, Bouloc and Gillette on the other side, namely, to the southwest line of the township of Legendre; part of the southwest line of the said township and the northwest and southwest lines of the township of Cousineau; part of the northwest line of the township of Archambault; the northeast line of lot 34 of ranges X, IX, VIII, VII and VI and its extension across ranges V and IV to the vertex of the north angle of lot 34 of range III of the cadastre of the township of Archambault; the northeast line of lot 34 of ranges III and II and of lot 34A of range I of the cadastre of the said township, that line extended across lac de la Montagne-Noire; part of the southeast line of the township of Archambault northeasterly; the southwest line and part of the southeast line of the township of Chilton; with reference to the cadastre of the township of Chertsey, the dividing line between lots 18 and 19 of ranges XI and X; part of the dividing line between ranges IX and X southwesterly to the northeast line of lot 10B of range

IX; the said northeast line of lot 10B and the northeast line of lot 10 of range VIII; part of the dividing line between ranges VII and VIII southwesterly and its extension into lac Patrick to the meeting point with the extension across the said lake of the dividing line between the township of Chertsey and Wexford; that last extension and part of the said dividing line between the township southeasterly; part of the dividing line between ranges VI and VII of the township of Wexford; part of the irregular line separating the cadastre of the township of Wexford from the cadastre of the parish of Sainte-Marguerite; part of the northwest and the northeast lines of the township of Kikenny; an irregular line separating the cadastre of the township of Rawdon from the cadastres of the parishes of Sainte-Julienne and Saint-Liguori; part of the southwest line, the dividing line between ranges VIII and IX and part of the northeast line of the township of Kildare; the dividing line between the cadastres of the parishes of Sainte-Béatrix and Sainte-Mélanie to the median line of the rivière L'Assomption; the median line of the said river downstream and skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank to the extension of the dividing line between ranges Saint-Frédéric and Sainte-Émélie-Nord of the cadastre of the parish of Sainte-Élizabeth; with reference to that cadastre, the said extension and the said dividing line between the ranges; part of the dividing line between ranges Saint-Martin and Saint-Frédéric to the southeast line of lot 544; the southeast line of lots 544 and 545; the median line of ruisseau Martin; the southeast line of lot 623; the median line of the rivière Bayonne downstream and skirting to the west and north the island bearing cadastral number 625 to the dividing line between the cadastres of the parishes of Sainte-Élizabeth and Saint-Félix-de-Valois; part of the said dividing line between the cadastres to the south line of lot 752 of the cadastre of the parish of Sainte-Élizabeth; the south and east lines of the said lot 752 and the southeast and northeast lines of lot 751 of that last cadastre; part of the dividing line between the cadastres of the parishes of Saint-Félix-de-Valois and Saint-Norbert to lot 576 of Premier Rang of the township of Brandon of the cadastre of the parish of Saint-Félix-de-Valois; with reference to that cadastre, part of the southeast line of Premier Rang to the southwest line of lot 562; the southwest line of lots 562 and 641; the northwest line of lot 641; an irregular line separating lot 639 from lots 658 and 640; the dividing line between lots 637 and 638; the northeast line of lot 638; an irregular line separating the cadastre of the parish of Saint-Gabriel-de-Brandon from the cadastres of the parishes of Saint-Félix-de-Valois, Saint-Jean-de-Matha and Saint-Damien; part of the northwest line of the township of Brandon and the northwest line of the township of Peterborough; part of the northwest line of the township of de Calonne to a point whose

coordinates are 5154500 m N and 631650 m E; in the Mastigouche Wildlife Sanctuary, a line whose apex coordinates are 5155750 m N and 630450 m E, 5156900 m N and 629750 m E, 5158950 m N and 629300 m E, 5161975 m N and 627375 m E, 5163600 m N and 625400 m E, 5161600 m N and 622350 m E, 5161250 m N and 619000 m E, 5163025 m N and 618900 m E, 5165750 m N and 618975 m E, 5167350 m N and 619000 m E, 5169300 m N and 619150 m E, 5173800 m N and 617150 m E, 5177675 m N and 617950 m E, 5178450 m N and 618350 m E, 5180150 m N, and 618500 m E, 5182350 m N and 617750 m E, 5187150 m N and 619225 m E, 5188750 m N and 618800 m E, 5192025 m N and 619800 m E and 5193500 m N and 620400 m E, namely to the left bank of the rivière Matawin; following the boundaries of the Chapeau de Paille Controlled Zone, the left bank of the said river in a general westerly direction to the northeast shore of réservoir Taureau; the northeast shore of réservoir Taureau, the east bank of the effluent of lac aux Cenelles, the west shore of lac aux Cenelles and the east bank of the rivière aux Cenelles to the south shore of lac Gayot; northerly, a straight line to the southwestern extremity of the dividing line between the townships of Badeaux and Bréhault; part of the said dividing line between the townships and the shore of lac Maurice in southeasterly, northeasterly and northwesterly directions to the foresaid dividing line between the townships; northwesterly, a straight line to the intersection of the southwest shore of lac Rocheux and the dividing line between the townships of Potherie and Bréhault; southeasterly and northerly, the shore of the said lake to the eastern limit of the lake; northwesterly, a straight line to a point whose coordinates are: 5217950 m N and 590450 m E; then leaving the boundaries of the Chapeau de Paille Controlled Zone and following the boundaries of the Gros-Brochet Controlled Zone northwesterly, a straight line to a point whose coordinates are: 5222350 m N and 586900 m E; southwesterly, a straight line skirting to the south lac Travers to a point whose coordinates are: 5216500 m N and 582600 m E, that point situated on the north shore of lac de la Ligne; the north shore of the said lake to the dividing line between the townships of Potherie and Villiers; the said dividing line between the townships and the dividing line between the townships of Galifet and Troyes to a point whose coordinates are: 5225150 m N and 573550 m E; northeasterly, a straight line to a point whose coordinates are: 5240550 m N and 575250 m E, that point situated on the east shore of lac Mondonac; northerly the east shore of the said lake to the southwest line of the township of Sincennes; then leaving the boundaries of the Gros-Brochet Controlled Zone, the extension across lac Mondonac and part of the southwest line of the said township; the southwest line of the townships of Laliberté, Lortie and Drouin; part of the south line of the township of Dandurand and the south

line of the township of Landry; part of the south line of the township of David to the extension of the southwest line of the township of Galifet; part of the said extension southeasterly to the northern edge of the right-of-way of the road linking the rivière Mitchinamécus to lac Wagwabika; easterly, along the boundaries of the Normandie Controlled Zone, the north limit of the said road and the northeast edge of the right-of-way of the road running along lac Wagwabika; southeasterly, the southwest shore of lake Kawaskisigat and the southwest bank of the rivière Cabasta; northerly, the east bank of the effluent of a lake and the east shore of the said lake to a point on the said shore whose coordinates are 47°30,6' latitude and 74°30,6' longitude; a portage to a point on the shore of a lake whose coordinates are: 47°30,7' and 74°29,5' longitude; southeasterly, the north shore of a lake to a point whose coordinates are: 47°30,5' latitude and 74°28,3' longitude; southeasterly, a straight line to a point whose coordinates are: 47°30,3' latitude and 74°27,8' longitude; easterly and southwesterly, the north and southeast shores of lac Nemikachi to a point whose coordinates are: 47°19,4' latitude and 74°34,1' longitude; a straight line to a point situated on the west shore of a small lake situated between Nemikachi and Badajoz lakes and whose coordinates are: 47°19,1' latitude and 74°34,5' longitude; southwesterly, the west shore of the small lake and its effluent, the east shore of lac Badajoz, the east bank of the stream linking lac Badajoz to lac Gooseneck and the south shore of lac Gooseneck; southerly, the west bank of ruisseau Line to a bridge on lac Burnt road whose coordinates are: 5231000 m N and 526080 m E; then leaving the boundaries of the Normandie Controlled Zone and along the boundaries of the Mazana Controlled Zone; easterly, for a distance of twelve and fifty-six hundredths kilometres (12,56 km) to a point whose coordinates are: 5230020 m N and 538600 m E; southwesterly, for a distance of eight and fifty-four hundredths kilometres (8,54 km) to a point whose coordinates are : 5222600 m N and 542835 m E; southwesterly, for a distance of three and three hundredths kilometres (3,03 km) to a point whose coordinates are 5220425 m N and 540725 m E, that point situated on the extension of the northeast line of the township of Dupont; lastly, the said extension and the northeast line of the said township to the starting point.

The coordinates given above are expressed in metres and were graphically traced from the U.T.M. squaring used on the maps to the scale of 1:50 000 published by the ministère de l'Énergie, des Mines et des Ressources.

The regional county municipality comprises the following municipalities: the villages of Rawdon and Saint-Félix-de-Valois; the parishes of Lac-Paré, Saint-Alphonse-de-Rodriguez, Sainte-Béatrix, Saint-Côme, Saint-Damien, Sainte-Émélie-de-l'Énergie, Saint-Félix-

de-Valois, Saint-Jean-de-Matha and Saint-Zénon; the municipalities of the townships of Chertsey and Rawdon and the municipalities of Notre-Dame-de-la-Merci, Saint-Donat, Sainte-Marcelline-de-Kildare and Saint-Michel-des-Saints as well as the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 27 September 1982

Gérard Tanguay,
Section Head

SCHEDULE 11

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES PAYS-D'EN-HAUT

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Les Pays-d'en-Haut was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2382-82, dated 20 October 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Pays-d'en-Haut".

The boundaries of the regional county municipality of Les Pays-d'en-Haut are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Les Pays-d'en-Haut, dated 27 September 1982, appearing in Schedule A to these letters patent, as if it were a part thereof.

The representative of a municipality on the council of the regional county municipality of Les Pays-d'en-Haut shall have one vote for the first 25 000 inhabitants or less of the municipality and one additional vote where the population of the municipality exceeds 25 000 inhabitants.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Les Pays-d'en-Haut shall be held on the second juridical Thursday following the coming into force of the letters patent. It shall take place at the Centre communautaire de Piedmont, 670, rue Principale, Piedmont.

Mr. Gilbert Aubin, Secretary-Treasurer of the municipality of Piedmont, shall act as secretary-treasurer of the regional county municipality of Les Pays-d'en-Haut until the end of the first sitting of the council.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Argenteuil, the corporation of the county of Montcalm, as the latter county corporation existed on 31 December 1981, or the corporation of the county of Terrebonne, as it exists on 26 May 1982, is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Les Pays-d'en-Haut shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Argenteuil,

the corporation of the county of Montcalm, as the latter county corporation has existed since 31 December 1981, or the corporation of the county of Terrebonne, as it has existed since 26 May 1982, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Les Pays-d'en-Haut shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Argenteuil, the corporation of the county of Montcalm, as the latter county corporation existed on 31 December 1981, or the corporation of the county of Terrebonne, as it has existed since 26 May 1982, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Les Pays-d'en-Haut shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Argenteuil, the corporation of the county of Montcalm, as the latter county corporation existed on 31 December 1981, or the corporation of the county of Terrebonne, as it has existed since 26 May 1982, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Les Pays-d'en-Haut shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Argenteuil, the corporation of the county of Montcalm, as the latter county corporation existed on 31 December 1981, or the corporation of the county of Terrebonne, as it has existed since 26 May 1982, the surplus shall be apportioned among each of the municipalities by reason of which it has been accu-

mulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code for each of the county corporations, it remains in the regional county municipality to the benefit of the territory.

The regional county municipality of Les Pays-d'en-Haut may, in accordance with the Act, obtain from the regional county municipality that succeeds the corporation of the county of Terrebonne, as it existed on 26 May 1982, the documents that were part of the records of the latter county corporation.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Argenteuil, the corporation of the county of Montcalm, as the latter county corporation existed on 31 December 1981, or the corporation of the county of Terrebonne, as it has existed since 26 May 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES PAYS-D'EN-HAUT

The regional county municipality of Les Pays-d'en-Haut comprises the territory delimited as follows: starting from the vertex of the east angle of the township of Doncaster: thence successively, along the following lines and demarcations: part of the southeast line of the township of Doncaster to the northeast line of lot 10 of range XI of the township of Wexford in the cadastre of the parish of Sainte-Adèle-d'Abercrombie; with reference to that cadastre, the northeast line of lot 10 of ranges XI, X and IX of the township of Wexford; part of the dividing line between ranges VIII and IX of the township of Wexford southwesterly to the southwest line of lot 1 of the said range VIII; part of the said southwest line to the northwest line of lot 11 of range XI of the township of Morin; in that township, the northwest line of lot 11 of ranges XI and X; part of the southwest line of range X southeasterly to the northwest line of range III; part of the northwest line of the said range to the northeast line of lot 2B of range IV; the northeast and northwest lines of the said lot 2B; the southwest line of lot 2A of range IV; part of the northwest line of range IV southwesterly to the vertex of the west angle of lot 24 of the said range; the southwest line of lot 24 of ranges V and VI; part of the east line and the north and west lines of the township of Howard; part of

the south line of the township of Montcalm to the dividing line between lots 39 and 40 of range I of the cadastre of the said township; with reference to that cadastre, the said dividing line between the lots; part of the dividing line between lots 39 and 40 of range II to its intersection with the easterly extension of the north line of subdivision lot 35-257 of the said range II; the said extension of the said north line across lots 39, 38, 37 and 36 and the north line of the said lot; the north line of subdivision lot 35-241 of range II and its extension across lots 34 and 33; part of the dividing line between lots 32 and 33 of the said range II and the dividing line between lots 32 and 33 of range I; part of the south line of the township of Montcalm westerly; the west line and part of the south line of the township of Wentworth to the dividing line between lots 15 and 16 of range I of the said township; with reference to the cadastre of the township of Wentworth, the dividing line between lots 15 and 16 of ranges I and II, 15B and 16 of range III, 15 and 16A of range IV, 15 and 16 of range V, 15B and 16 of range VI and 15 and 16 of range VII; part of the dividing line between ranges VII and VIII easterly; part of the east line of the township of Wentworth southerly; an irregular line separating the cadastre of the municipality of Mille-Isles from the cadastres of the township of Morin and the parish of Saint-Sauveur; part of the dividing line between the cadastres of the parishes of Saint-Jérôme and Saint-Sauveur to the west line of lot 97 of the cadastre of the parish of Saint-Sauveur; with reference to that cadastre, an irregular line bounding lots 97, 93, 87, 86, 82 and 81 to the west, south and north, as the case may be; part of the northwest line of lot 81 to the northeast side of the former road, to the north of the river, which is now part of the right-of-way of autoroute des Laurentides; the northeast side of the said road northwesterly over a distance of one hundred and sixty-three and fifty-five hundredths metres (163,55 m, namely, 536,6 ft); a straight line forming an interior angle of 81°00' with the preceding line to the median line of the rivière du Nord; the median line of the said river, south-easterly and southerly to the extension of the north line of lot 2; the said extension and the said north line; part of the line separating the cadastre of the parish of Saint-Hippolyte from the cadastres of the parishes of Saint-Sauveur and Saint-Adèle-d'Abercrombie to the southwest line of lot 1 of range III of the township of Wexford of the cadastre of the parish of Saint-Hippolyte; part of the southwest line of the said lot and the dividing line between ranges II and III of the said township of the said cadastre; part of the dividing line between the cadastres of the parishes of Saint-Hippolyte and Sainte-Marguerite northeasterly; part of the irregular line separating the cadastre of the parish of Sainte-Marguerite from the cadastre of the township of Wexford to the dividing line between ranges VI and VII of that last cadastre; the said dividing line between the ranges northeasterly to the

dividing line between the townships of Wexford and Chertsey; part of the said dividing line between the townships northwesterly and its extension into lac Patrick to the extension into the said lake of the dividing line between ranges VII and VIII of the cadastre of the township of Chertsey; with reference to that cadastre, the said extension and part of the said dividing line between the ranges to the northeast line of lot 10 of range VIII; the northeast line of the said lot and the northeast line of lot 10B of range IX; part of the dividing line between ranges IX and X northeasterly to the dividing line between lots 18 and 19 of range X; the said dividing line between the lots of ranges X and XI; lastly, part of the line separating the township of Chilton from the townships of Chertsey and Wexford, to the starting point.

The regional county municipality comprises the following municipalities: the towns of Estérel and Sainte-Adèle; the villages of Mont-Rolland and Saint-Sauveur-des-Monts; the parishes of Sainte-Anne-des-Lacs, Sainte-Marguerite-du-Lac-Masson and Saint-Sauveur and the municipalities of Entrelacs, Lac-des-Seize-Îles, Morin-Heights, Piedmont, Saint-Adolphe-d'Howard and Wentworth-Nord.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 27 September 1982

GÉRARD TANGUAY,
Section Head

SCHEDULE 12

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

WHEREAS under section 177 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), a municipality whose territory forms part of a regional county municipality for which letters patent have been issued under section 166 may present a petition to the Minister for its withdrawal from the territory of the regional county municipality and its attachment to the territory of another regional county municipality adjacent to its territory;

WHEREAS by letters patent that came into force on 1 January 1982, the Government established the regional county municipality of Matawinie whose territory was

modified by the letters patent that came into force on 1 January 1983;

WHEREAS the Government established the regional county municipality of Les Pays-d'en-Haut by letters patent that came into force on 1 January 1983;

WHEREAS the municipality of Entrelacs whose territory forms part of the territory of the regional county municipality of Les Pays-d'en-Haut, presented the Minister of Municipal Affairs with a petition, pursuant to section 177, for its withdrawal from the territory of the regional county municipality and its attachment to the regional county municipality of Matawinie;

WHEREAS it is expedient to assent to the request of the municipality of Entrelacs and, consequently, amend the letters patent establishing the regional county municipality of Matawinie and the letters patent establishing the regional county municipality of Les Pays-d'en-Haut;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 1761-90, dated 19 December 1990, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Matawinie are amended:

(1) by substituting the following for the second paragraph of the provisions;

“The boundaries of the regional county municipality of Matawinie are those described by the ministère de l'Énergie et des Ressources in the official description of the territory, dated 3 December 1990, appearing in Schedule A to these letters patent as if it were a part thereof.”;

(2) by substituting the description appearing in Schedule A to these letters patent for the description appearing in Schedule A to the letters patent.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE NEW TERRITORY OF THE REGIONAL COUNTY MUNICIPALITY OF MATAWINIE

The new territory of the regional county municipality of Matawinie is delimited as follows: starting from the vertex of the west angle of the township of Dupont; thence successively along the following lines and demarcations: part of the southwest line of the said township to the boundary between the drainage basins of ruisseau Pijart, Pijart and Thiboutot lakes on one side

and lac Bourasseau and the rivière Lenoir on the other side; in a general southwesterly direction, the boundary between the drainage basins of Thiboutot, Fontrouve, Maurais, Lecanteur and Cordeau lakes on one side, of lac Bourasseau, the rivière Lenoir and lac Lenoir on the other side; in a general southerly direction, the boundary between the Gellebert, Laverdière and Tobie drainage basins on one side, lac Dumbo on the other side; in a general southerly direction, the boundary between the Raimbault, Greslon, and Greslon Rond drainage basins, the effluent of lac Greslon and Jugy, Protégé, du Nord, Jurlain and Mosquée lakes on one side, Verneuill, Petit Surget, Surget, Lagorce, Côté, Parement, Chavoy, Augeron, Ninville, Larcher, Dirinon and Froid lakes on the other side; in a general southerly direction, the boundary between the drainage basins of Gadiou and Mosquée lakes on one side, Froid, Moranger, Vallet and Saget lakes on the other side; in general southerly and easterly directions, the boundary between the drainage basin of Mosquée, Santé, Comox, Petit Comox, Acon and Mosquée on one side, Saget, Cinq Doigts, Colombon, Jamet, Therrien, Laclède, Alexandre, Boulac and Gillette on the other side, namely, to the southwest line of the township on Legendre; part of the southwest line of the said township and the northwest and southwest lines of the township of Cousineau; part of the northwest line of the township of Archambault; the northeast line of lot 34 of ranges X, IX, VIII, VII and VI and its extension across ranges V and IV to the vertex of the north angle of lot 34 of range III of the cadastre of the township of Archambault; the northeast line of lot 34 of ranges III and II and of lot 34A of range I of the cadastre of the said township, that line extended across lac de la Montagne-Noire; part of the southeast line of the township of Archambault northeasterly; part of the southwest line of the township of Chilton; part of the northwest line of the township of Wexford; the irregular line separating the cadastre of the township of Wexford from the cadastre of the parish of Sainte-Marguerite; part of the northwest and northeast lines of the township of Kilkenny; an irregular line separating the cadastre of the township of Rawdon from the the cadastres of the parishes of Sainte-Julienne and Saint-Liguori; part of the southwest line, the dividing line between ranges VIII and IX and part of the northeast line of the township of Kildare; the dividing line between the cadastres of the parishes of Sainte-Béatrix and Sainte-Mélanie to the median line of the rivière L'Assomption; the median line of the said river downstream and skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank to the extension of the dividing line between ranges Saint-Frédéric and Sainte-Émilie-Nord of the cadastre of the parish of Sainte-Élizabeth; with reference to that cadastre, the said extension and the said dividing line between the ranges; part of the dividing line between ranges Saint-Martin

and Saint-Frédéric to the southeast line of lot 544; the southeast line of lots 544 and 545; the median line of ruisseau Martin; the southeast line of lot 623; the median line of the rivière Bayonne downstream and skirting to the west and north the island bearing cadastral number 625 to the dividing line between the cadastres of the parishes of Sainte-Élizabeth and Saint-Félix-de-Valois; part of the said dividing line between the cadastres to the south line of lot 752 of the cadastre of the parish of Sainte-Élizabeth; the south and east lines of the said lot 752 and the southeast and northeast lines of lot 751 of that last cadastre; part of the dividing line between the cadastres of the parishes of Saint-Félix-de-Valois and Saint-Norbert to lot 576 of Premier Rang of the township of Brandon of the cadastre of the parish of Saint-Félix-de-Valois; with reference to that cadastre, part of the southeast line of Premier Rang to the southwest line of lot 562; the southwest line of lots 562 and 641; the northwest line of lot 641; an irregular line separating lot 639 from lots 658 and 640; the dividing line between lots 637 and 638; the northeast line of lot 638; an irregular line separating the cadastre of the parish of Saint-Gabriel-de-Brandon from the cadastres of the parishes of Saint-Félix-de-Valois, Saint-Jean-de-Matha and Saint-Damien; part of the northwest line of the township of Brandon and the northwest line of the township of Peterborough; part of the northwest line of the township of de Calonne to a point whose coordinates are 5154500 m N and 631650 m E; in the Mastigouche Wildlife Sanctuary, a line whose apex coordinates are 5155750 m N and 630450 m E, 5156900 m N and 629750 m E, 5158950 m N and 629300 m E, 5161975 m N and 627375 m E, 5163600 m N and 625400 m E, 5161600 m N and 622350 m E, 5161250 m N and 619000 m E, 5163025 m N and 618900 m E, 5165750 m N and 618975 m E, 5167350 m N and 619000 m E, 5169300 m N and 619150 m E, 5173800 m N and 617150 m E, 5177650 m N and 617950 m E, 5178450 m N and 618350 m E, 5180150 m N and 618500 m E, 5182350 m N and 617750 m E, 5187150 m N and 619225 m E, 5188750 m N and 618800 m E, 5192025 m N and 619800 m E and 5193500 m N and 620400 m E, namely to the left bank of the rivière Matawin; following the boundaries of the Chapeau de Paille Controlled Zone, the left bank of the said river in a general westerly direction to the northeast shore of réservoir Taureau; the northeast shore of réservoir Taureau, the east bank of the effluent of lac aux Cenelles, the west shore of lac aux Cenelles and the east bank of the rivière aux Cenelles to the south shore of lac Gayot; northerly, a straight line to the southwestern extremity of the dividing line between the township of Badeaux and Bréhault; part of the said dividing line between the townships and the shore of lac Maurice in southeasterly, northeasterly, northwesterly directions to the foresaid dividing line between the townships; northwesterly, a straight line to the intersection of the southwest shore of lac Rocheux and the

dividing line between the townships of Potherie and Bréhault; southeasterly and northerly, the shore of the said lake to the eastern limit of the lake; northwesterly, a straight line to a point whose coordinates are: 5217950 m N and 590450 m E; then leaving the boundaries of the Chapeau de Paille Controlled Zone and following the boundaries of the Gros-Brochet Controlled Zone northwesterly, a straight line to a point whose coordinates are: 5222350 m N and 586900 m E; southwesterly, a straight line skirting to the south lac Travers to a point whose coordinates are: 5216500 m N and 582600 m E, that point situated on the north shore of lac de la Ligne; the north shore of the said lake to the dividing line between the townships of Potherie and Villiers; the said dividing line between the townships and the dividing line between the townships of Galifet and Troyes to a point whose coordinates are: 5225150 m N and 573550 m E; northeasterly, a straight line to a point whose coordinates are: 5240550 m N and 575250 m E, that point situated on the east shore of lac Mondonac; northerly the east shore of the said lake to the southwest line of the township of Sincennes; then leaving the boundaries of the Gros-Brochet Controlled Zone, the extension across lac Mondonac and part of the southwest line of the said township; the southwest line of the townships of Laliberté, Lortie and Drouin; part of the south line of the township of Dandurand and the south line of the township of Landry; part of the south line of the township of David to the extension of the southwest line of the township of Galifet; part of the said extension southeasterly to the northern edge of the right-of-way of the road linking the rivière Mitchinamécius to lac Wagwabika; easterly, along the boundaries of the Normandie Controlled Zone, the north limit of the said road and the northeast edge of the right-of-way of the road running along lac Wagwabika; southeasterly, the southwest shore of lake Kawaskisigat and the southwest bank of the rivière Cabasta; northerly, the east bank of the effluent of a lake and the east shore of the said lake to a point on the said shore whose coordinates are 47°30,6' latitude and 74°30,6' longitude; a portage to a point on the shore of a lake whose coordinates are: 47°30,7' and 74°29,5' longitude; southeasterly, the north shore of a lake to a point whose coordinates are: 47°30,5' latitude and 74°28,3' longitude; southeasterly, a straight line to a point whose coordinates are 47°30,3' latitude and 74°27,8' longitude; easterly and southwesterly, the north and southeast shores of lac Nemikachi to a point whose coordinates are: 47°19,4' latitude and 74°34,1' longitude; a straight line to a point situated on the west shore of a small lake situated between Nemikachi and Badajoz lakes and whose coordinates are: 47°19,1' latitude and 74°34,5' longitude; southwesterly, the west shore of the small lake and its effluent, the east shore of lac Badajoz,

the east bank of the stream linking lac Badajoz to lac Gooseneck and the south shore of lac Gooseneck; southerly, the west bank of ruisseau Line to a bridge on lac Burnt road whose coordinates are: 5231000 m N and 526080 m E; then leaving the boundaries of the Normandie Controlled Zone and along the boundaries of the Mazana Controlled Zone; easterly, for a distance of twelve and fifty-six hundredths kilometres (12,56 km) to a point whose coordinates are: 5230020 m N and 538600 m E; southwesterly, for a distance of eight and fifty-four hundredths kilometres (8,54 km) to a point whose coordinates are: 5222600 m N and 542835 m E; southwesterly, for a distance of three and three hundredths kilometres (3,03 km) to a point whose coordinates are: 5220425 m N and 540725 m E, that point situated on the extension of the northeast line of the township of Dupont; lastly, the said extension and the northeast line of the said township to the starting point.

The coordinates given above are expressed in metres and were graphically traced from the U.T.M. squaring used on the maps to the scale of 1:50 000 published by the Department of Energy, Mines and Resources.

The regional county municipality comprises the following municipalities: the villages of Rawdon and Saint-Félix-de-Valois, the parishes of Lac-Paré, Saint-Alphonse-de-Rodriguez, Sainte-Béatrix, Saint-côme, Saint-Damien, Sainte-Émélie-de-l'Énergie, Saint-Félix-de-Valois, Saint-Jean-de-Matha and Saint-Zénon; the municipalities of the townships of Chertsey and Rawdon and the municipalities of Entrelacs, Notre-Dame-de-la-Merci, Saint-Donat, Sainte-Marcelline-de-Kildare and Saint-Michel-des-Saints as well as the unorganized territories situated within the perimeters described above.

Note: This official description amends and replaces the official description, dates 22 December 1982, and defining the boundaries of the territory of the regional county municipality of Matawinie, in order to take account of the annexation of the municipality of Entrelacs. The area mentioned in the second paragraph reflects the present municipal situation.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 3 December 1990

GÉRARD TANGUAY,
Section Head

SCHEDULE 12

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LES PAYS-D'EN-HAUT

WHEREAS under section 177 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), a municipality whose territory forms part of a regional county municipality for which letters patent have been issued under section 166 may present a petition to the Minister for its withdrawal from the territory of the regional county municipality and its attachment to the territory of another regional county municipality adjacent to its territory;

WHEREAS under the letters patent that came into force on 1 January 1982, the Government established the regional county municipality of Matawinie whose territory was modified by the letters patent that came into force on 1 January 1983;

WHEREAS the Government established the regional county municipality of Les Pays-d'en-Haut by letters patent that came into force on 1 January 1983;

WHEREAS the municipality of Entrelacs whose territory formed part of the territory of the regional county municipality of Les Pays-d'en-Haut, presented the Minister of Municipal Affairs with a petition, pursuant to section 177, for its withdrawal from the territory of the regional county municipality and its attachment to the regional county municipality of Matawinie;

WHEREAS it is expedient to assent to the request of the municipality of Entrelacs and therefore amend the letters patent establishing the regional county municipality of Matawinie and the letters patent establishing the regional county municipality of Les Pays-d'en-Haut;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 1761-90, dated 19 December 1990, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Les Pays-d'en-Haut are amended:

(1) by substituting the following for the second paragraph of the provisions;

“The boundaries of the regional county municipality of Les Pays-d'en-Haut are those described by the ministre de l'Énergie et des Ressources in the official description of the territory dated 3 December 1990, appearing in Schedule A to these letters patent as if it were a part thereof.”;

(2) by substituting the description appearing in Schedule A to these letters patent for the description appearing in Schedule A to these letters patent.

SCHEDULE A

DESCRIPTION OF THE NEW TERRITORY OF THE REGIONAL COUNTY MUNICIPALITY OF LES PAYS-D'EN-HAUT

The new territory of the regional county municipality of Les Pays d'en Haut is delimited as follows: starting from the intersection of the southeast line of the township of Doncaster and the dividing line between the cadastres of the parish of Sainte-Marguerite and the township of Wexford; thence successively, along the following lines and demarcations: part of the southeast line of the township of Doncaster to the northeast line of lot 10 of range XI of the township of Wexford in the cadastre of the parish of Sainte-Adèle-d'Abercrombie; with reference to that cadastre, the northeast line of lot 10 of ranges XI, X and IX of the township of Wexford; part of the dividing line between ranges VIII and IX of the township of Wexford southwesterly to the southwest line of lot 1 of the said range VIII; part of the said southwest line to the northwest line of lot 11 of range XI of the township of Morin; in that township, the northwest line of lot 11 of ranges XI and X; part of the southwest line of range X southeasterly to the northwest line of range III; part of the northeast line of the said range to the northeast line of lot 2B of range IV; the northeast and northwest lines of the said lot 2B; the southwest line of lot 2A of range IV; part of the northwest line of range IV southwesterly to the apex of the west angle of lot 24 of the said range; the southwest line of lot 24 of ranges V and VI; part of the east line and the north and west lines of the township of Howard; part of the south line of the township of Montcalm to the dividing line between lots 39 and 40 of range I of the cadastre of the said township; with reference to that cadastre, the said dividing line between the lots; part of the dividing line between lots 39 and 40 of range I of the said township; with reference to that cadastre, the said dividing line between the lots; part of the dividing line between lots 39 and 40 of range II to the intersection with the easterly extension of the north line of the lot of subdivision 35-257 of the said range II; the said extension of the said north line across lots 39, 38, 37 and 36 and the north line of the said lot; the north line of the lot of subdivision 35-241 of range II and its extension across lots 34 and 33; part of the dividing line between lots 32 and 33 of the said range II and the dividing line between lots 32 and 33 of range I; part of the south line of the township of Montcalm westerly; the west line and part of the south line of the township of Wentworth to the dividing line between lots 15 and 16 of range I of the said town-

ship; with reference to the cadastre of the township of Wentworth, the dividing line between lots 15 and 16 of ranges I and II, 15B and 16 of range III, 15 and 16A of range IV, 15 and 16 of range V, 15B and 16 of range VI and 15 and 16 of range VII; part of the dividing line between ranges VII and VIII easterly; part of the east line of the township of Wentworth southerly; an irregular line separating the cadastre of the municipality of Mille-Isles from the cadastres of the township of Morin and the parish of Saint-Sauveur; part of the dividing line between the cadastres of the parishes of Saint-Jérôme and Saint-Sauveur to a point situated southeasterly at a distance of four hundred and twenty and sixty-two hundredths metres (420,62 m) from the southeast shore of lac des Seigneurs, measured following the said dividing line between the cadastres; with reference to the cadastre of the parish of Saint-Jérôme, into lots 364 and 362, a straight line parallel to the dividing line between lots 361 and 362 and measuring eight hundred and four and sixty-seven hundredths metres (804,67 m); into lots 362 and 361, a straight line forming an interior angle of 129°00' with the preceding line and measuring three hundred and seven and twenty-four hundredths metres (307,24 m), namely, to the dividing line between lots 358 and 361; into lot 358, a straight line forming an interior angle of 131°30' with the preceding line and measuring one hundred and sixty-nine and eighty-three hundredths metres (179,83 m); into lots 358, 357 and 356, a straight line forming an interior angle of 149°37' with the preceding line and measuring four hundred and fifty-one and ten hundredths metres (451,10 m), namely, to the dividing line between the cadastres of the parishes of Saint-Jérôme and Saint-Sauveur; part of the said dividing line between the cadastres to the west line of lot 97 of the cadastre of the parish of Saint-Sauveur; with reference to that cadastre, an irregular line bounding lots 97, 93, 87, 86, 82 and 81 to the west, south and north, as the case may be; part of the northwest line of lot 81 to the northeast side of the former road to the north of the river, which is now part of the right-of-way of autoroute des Laurentides; the northeast side of the said road northwesterly over a distance of one hundred and sixty-three and fifty-five hundredths metres (163,55 m); a straight line forming an interior angle of 81°00' with the preceding line to the median line of the rivière du Nord; the median line of the said river southeasterly and southerly to the extension of the north line of lot 2; the said extension and the said north line; part of the line separating the cadastre of the parish of Saint-Hippolyte from the cadastres of the parishes of Saint-Sauveur and Saint-Adèle-d'Abercrombie to the southwest line of lot 1 of range III of the township of Wexford of the cadastre of the parish of Saint-Hippolyte; part of the southwest line of the said lot and the dividing line between ranges II and III of the said township of the said cadastre; part of the dividing line between the cadastres of the parishes of

Saint-Hippolyte and Sainte-Marguerite northeasterly; part of the irregular line separating the cadastre of the parish of Sainte-Marguerite from the cadastre of the township of Wexford to the southeast line of the township of Doncaster; lastly, part of the southeast line of the township of Doncaster to the starting point.

The regional county municipality comprises the following municipalities: the towns of Estérel and Sainte-Adèle; the villages of Mont-Rolland and Saint-Sauveur-des-Monts; the parishes of Sainte-Anne-des-Lacs, Sainte-Marguerite-du-Lac-Masson and Saint-Sauveur and the municipalities of Lac-des-Seize-Îles, Morin-Heights, Piedmont, Saint-Adolphe-d'Howard and Wentworth-Nord.

Note: This official description amends and replaces the official description dated 22 December 1982 and defining the boundaries of the territory of the regional county municipality of Les Pays-d'en-Haut in order to take account of the withdrawal of the municipality of Entrelacs and the annexation of part of the territory of the municipality of Prévost to the municipality of the parish of Sainte-Anne-des-Lacs (G.O., Lois et Réglements, Vol. 114, No. 53, p. 9071, 31 December 1982). The area mentioned in the second paragraph reflects the present municipal situation.

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 3 December 1990

Prepared by: GILLES CLOUTIER,
Land-Surveyor

SCHEDULE 13

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MÉKINAC

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities;

municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Mékinac was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3240-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Mékinac".

The boundaries of the regional county municipality of Mékinac are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Mékinac, dated 3 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Mékinac shall be determined in the following manner:

— From 0 to 1 999 inhabitants: 1 vote;

— From 2 000 to 4 999 inhabitants: 2 votes.

The representative of any municipality having a population greater than 4 999 inhabitants shall have one additional vote.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Mékinac shall be held on the third juridical Wednesday following the coming into force of the letters patent. It shall take place at the town hall of the town of Saint-Tite.

Mr. Pierre Desaulniers, Secretary-Treasurer of the town of Saint-Tite, shall act as secretary-treasurer of the

regional county municipality of Mékinac until the end of the first sitting of the council.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Champlain or the corporation of the county of Saint-Maurice is a part, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations, if applicable or by each of the municipalities, with the exception of the municipality of Haute-Mauricie, in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Mékinac shall collect sums thus owed by the municipalities situated on its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Champlain, the corporation of the county of Saint-Maurice or of the corporation of the county of Portneuf, as it exists on 1 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Mékinac shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Champlain, the corporation of the county of Saint-Maurice or by the corporation of the county of Portneuf, as it exists on 1 April 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Mékinac shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Champlain, the corporation of the county of Saint-Maurice or of the corporation of the county of Portneuf, as it exists on 1 April 1981, the debt shall continue to be borne by the aggregate of the owners of

taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Mékinac shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Saint-Maurice or of the corporation of the county of Portneuf, as it exists on 1 April 1981, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code for each of the county corporations, it remains in the regional county municipality to the benefit of the territory.

In the case of an accumulated surplus of the corporation of the county of Champlain, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to each municipality's contribution to the accumulation of the surplus.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Champlain, the corporation of the county of Saint-Maurice or of the corporation of the county of Portneuf, as it exists on 1 April 1981, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MÉKINAC

The regional county municipality of Mékinac comprises the territory delimited as follows: starting from the meeting point of the right bank of the rivière Saint-Maurice with the dividing line between lots 378 and 379 of the township of the seigneurie de Batiscan: thence successively, along the following lines and demarcations: the said dividing line between the lots and its extension to the southwest line of the township of Radnor; part of the said southwest line southeasterly to the northwest line of lot 170 of the cadastre of the township of Radnor; with reference to that cadastre, the northwest

line of lots 170 and 179; the southwest line of lot 198 and its extension to the median line of the rivière Saint-Maurice; the median line of the said river downstream to the extension of the northwest line of range IV of the cadastre of the township of Radnor; with reference to that cadastre, the said extension and the said northwest line; the southwest line of range X, the line extended across the lakes it meets; part of the dividing line between the cadastres of the township of Radnor and the parish of Saint-Narcisse northeasterly; with reference to the cadastre of the parish of Saint-Narcisse, the northwest line of lot 168 and the northwest and northeast lines of lot 153; part of the southwest boundary of the cadastre of the parish of Saint-Stanislas to the southeast line of lot 38 of that cadastre; with reference to that last cadastre, the southeast line of lots 38 and 105; part of the line separating range Côte-Saint-Louis côté Sud-Ouest from range Côte-Saint-Paul côté Nord-Est; the southeast and northeast lines of lot 156; the southeast line of lot 204; part of the northeast line of rang Côte-Saint-Louis côté Nord-Est; the south line of lots 257 and 322; part of the northeast line of range Nord-Est de la Rivière-des-Envies; the southeast line of lots 404A and 351-132; the south line of lots 394 and 395 and its extension to the median line of the rivière Batiscan; the median line of the said river upstream to the extension of the south line of lot 692; the said extension and the said south line; the northeast line of lot 691; the east line of lots 690, 689, 688, 687 and 686; the north line of lot 752; the west line of lots 753-193 to 753-196; the northwest boundary of the cadastres of the parishes of Saint-Prosper and Sainte-Anne-de-la-Pérade; part of the southwest boundary of the cadastre of the parish of Saint-Ubalde northwesterly to the southeast line of lot 410 of that cadastre; with reference to the cadastre of the parish of Saint-Ubalde, including the part within the seigneurie de Grondines-Ouest, the southeast line of the said lot 410; a straight line across lac Sainte-Anne to the southwest extremity of the southeast line of lot 324; part of the said southeast line, namely, to a point situated eight hundred and eighteen and six-tenths metres (818,6 m, namely 14 acres) from the northeast line of range I Price; a line across lot 323 parallel to and eight hundred and eighteen and six-tenths metres (818,6 m, namely 14 acres) from the northeast line of range I Price and part of the southeast line of the said lot over a distance of eight hundred and eighteen and six-tenths metres (818,6 m, namely 14 acres); in the cadastre of the parish of Saint-Ubalde, including the part within the township of Montauban, part of the southwest line of range I; the dividing line between lots 33 and 34 of ranges I and II; part of the southwest line of lot 16 B of range III Sud-Ouest and its extension into a lake to the extension of the southeast line of range III Sud-Ouest; the said extension and the said southeast line; with reference to the cadastre of the parish of Notre-Dame-des-Anges, including the part

within the township of Montauban, part of the southwest line of range A and the dividing line between lots 20 and 21 of the range; part of the dividing line between ranges A and B; the dividing line between lots 18 and 19B of range B; a line in lac Carillon to the southwest extremity of the southeast line of lot 10 of range I Nord-Est; the dividing line between ranges I Nord-Est and G and its extension into lac Montauban to the northeast line of the township of Montauban; the northeast line of the townships of Montauban, Chavigny and Marmier; part of the north line of the seigneurie de Perthuis to a point situated nine hundred and ninety-seven and seventy-nine-hundredths metres (997,79 m) from the dividing line between the said seigniorie and the township of Bois, the point being situated on one of the present boundaries of the Portneuf Wildlife Sanctuary; thence, following the present boundaries of the said sanctuary, azimuth 332°50', two and six hundred and twenty-two-thousandths kilometres (2,622 km) to the south edge of the right-of-way of route de la Rivière-du-Milieu; thence southwesterly, the said right-of-way to the meeting point with the east edge of the right-of-way of route du lac Jumeau for a distance of approximately two and nineteen-hundredths kilometres (2,19 km); thence azimuth 315°00', four and two hundred and sixty-four-thousandths kilometres (4,264 km); thence, azimuth 271°30' to the dividing line between the townships of Hackett and lapeyrère; thence, azimuth 339°15' to the northwest line of the township of lapeyrère; part of the said northwest line and the northwest line of the township of Hackett, the latter line extended across lac Mékinac; the dividing line between the townships of Boucher and Carignon and its extension to the median line of the rivière Saint-Maurice; the median line of the said river upstream to the extension of the right bank of the rivière Wessonneau; the said extension and the right bank of the said river in westerly and southwesterly directions to a point whose coordinates are: 5222100 m N and 650250 m E, the bank being in part, a boundary of the Saint-Maurice Wildlife Sanctuary; along the boundary of the said wildlife sanctuary, westerly, to the right bank of the rivière Wessonneau-Sud; northerly, the right bank of the rivière Wessonneau-Sud to a point whose coordinates are: 5224200 m N and 644500 m E; westerly and southwesterly, a broken line whose apex coordinates are: 5225200 m N and 643550 m E; 5224300 m N and 640550 m E; 5224850 m N and 639500 m E; 5224300 m N and 638875 m E; 5224475 m N and 638325 m E; 5225500 m N and 638300 m E; 5225700 m N and 637450 m E; 5225000 m N and 635525 m E; 5225500 m N and 635300 m E; 5225950 m N and 634000 m E; 5225850 m N and 633700 m E; in general southwesterly, northwesterly and southerly directions, the left bank of the tributary of lac du Fou and the southwest shore of lac du Fou; then leaving the Saint-Maurice Wildlife Sanctuary boundaries, the northeast line of the townships of Livernois, Picard and

Dupuis; then along the Gros Brochet Controlled Zone boundaries southwesterly in a straight line, skirting along the south shore all the lakes it encounters, to the east bank of the rivière Mondonac south of the dam; southwesterly, the east bank of the river and of lake Mondonac to a point whose coordinates are: 5240550 m N and 575250 m E; southwesterly, a straight line to a point whose coordinates are: 5225150 m N and 573550 m E, the point being situated on the dividing line between townships of Galifet and Troyes; southeasterly along the dividing line between the townships of Galifet, Troyes, Potheries and Villiers to the north shore of lac de la Ligne; the north shore of the said lake to a point whose coordinates are: 5216500 m N and 582600 m E; northeasterly, a straight line to a point whose coordinates are: 5222350 m N and 586900 m E skirting lac Travers to the south; southeasterly, a straight line to a point whose coordinates are: 5217950 m N and 590450 m E; then leaving the Gros Brochet Controlled Zone boundaries and following the Chapeau de Paille Controlled Zone boundaries, southeasterly, a straight line to the eastern extremity of lac Rocheux; southerly and southwesterly, the bank of the said river to the dividing line between the townships of Potherie and Bréhault; southeasterly, a straight line to the meeting point of the east shore of lac Maurice with the dividing line between the townships of Badeaux and Bréhault; southeasterly, southwesterly and northwesterly, the shore of the said lake to the dividing line between the said townships; part of the foresaid dividing line between the townships to its southwest extremity; southerly, a straight line to the meeting point of the south shore of lac Gayot with the east bank of the rivière aux Cenelles; in a general southerly direction, the east bank of the said river, the west shore of lac aux Cenelles, the east bank of the effluent of lac aux Cenelles and the northeast bank of réservoir Taureau to the left bank of the rivière Matawin; the left bank of the said river in a general easterly direction to the extension of the west boundary of parc de la Mauricie as established on the site by land-surveyor Yves Boivin in 1972 and illustrated on a plan kept in the MER surveying section archives (Divers 80-1); the said extension to the right bank of the rivière Matawin; the right bank of the said river downstream to the extension of the west bank of ruisseau Aubin; then leaving the Chapeau de Paille Controlled Zone boundaries, the right bank of the rivière Matawin downstream and the median line of the rivière Saint-Maurice to the extension of the dividing line between lots 378 and 379 of the cadastre of the seigneurie de Batiscan; lastly, the said extension to the starting point.

The coordinates mentioned above are expressed in metres and were graphically traced from the U.T.M. squaring used on the 1:50 000 scale maps published by the Department of Energy, Mines and Resources.

The regional county municipality comprises the following municipalities: the town of Saint-Tite; the village of Saint-Thécle; the parishes of Grandes-Piles, Saint-Adelphe, Saint-Rémi, Saint-Roch-de-Mékinac, Saint-Séverin, Saint-Timothée, Saint-Tite and Saint-Thécle and the municipalities of Boucher and Notre-Dame-de-Montauban as well as the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 3 November 1981

GÉRARD TANGUAY,
Section director

SCHEDULE 14

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Memphrémagog was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3305-81, dated 2 December 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Memphrémagog".

The boundaries of the regional county municipality of Memphrémagog are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Memphrémagog, dated 17 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Memphrémagog shall be determined in the following manner:

- From 0 to 25 000 inhabitants: 1 vote;
- From 25 001 to 50 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 50 000 inhabitants shall have one additional vote per 25 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Memphrémagog shall be held on the fourth juridical Wednesday following the coming into force of the letters patent. It shall take place at the office of the corporation of the county of Stanstead, 100, rue Dufferin, Stanstead Plain.

Mr. Jean-Paul Asselin, Secretary-Treasurer of the corporation of the county of Stanstead, shall act as secretary-treasurer of the regional county municipality of Memphrémagog until the end of the first sitting of the council.

The regional county municipality of Memphrémagog succeeds the corporation of the county of Stanstead and the corporation of the county of Brome and, consequently, becomes the owner of the movable and immovable property of the county corporation; the records of the corporation of the county of Stanstead and of the corporation of the county of Brome shall be filed in the office of the secretary-treasurer of the regional county municipality of Memphrémagog.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the

county of Stanstead, the corporation of the county of Shefford, the corporation of the county of Brome or the corporation of the county of Sherbrooke is a part, shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Memphrémagog shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Stanstead, of the corporation of the county of Brome, of the corporation of the county of Shefford or of the corporation of the county of Sherbrooke, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Memphrémagog shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Stanstead, the corporation of the county of Brome, the corporation of the county of Shefford or by the corporation of the county of Sherbrooke, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Memphrémagog shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Stanstead, of the corporation of the county of Brome, of the corporation of the county of Shefford or of the corporation of the county of Sherbrooke, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said

Code; the council of the regional county municipality of Memphrémagog shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Stanstead, of the corporation of the county of Brome, of the corporation of the county of Shefford or of the corporation of the county of Sherbrooke, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

The officers and employees of the corporation of the county of Stanstead and the corporation of the county of Brome, continue their service as officers and employees of the regional county municipality of Memphrémagog at the same salary, retain their seniority and remain in office until they resign or are replaced.

If the regional county municipality of Memphrémagog decides to sell the movable or immovable property of the corporation of the county of Stanstead or of the corporation of the county of Brome, proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Brome or of the corporation of the county of Stanstead, as the case may be, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code. Prior to the sale, the regional county municipality shall consult the said municipalities on its advisability.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Stanstead, of the corporation of the county of Brome, of the corporation of the county of Shefford or of the corporation of the county of Sherbrooke, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

The regional county municipality of Memphrémagog comprises the territory included in the two perimeters described hereafter, namely:

First perimeter: Starting from the northwest corner of the township of Potton; thence successively, along the following lines and demarcations: the west line of the said township; part of the Québec/United States border easterly to the east line of lot 927 of the cadastre of the township of Stanstead; with reference to that cadastre, the east line of lots 927, 928 and 931; the north line of lots 931, 922, 921 and 921A; part of the west line of range XI; the south line of lot 743; part of the dividing line between ranges IX and X northerly; part of the north line of the townships of Stanstead and Barnston; the west line of the township of Compton; part of the south line of the townships of Ascot and Orford to the dividing line between ranges XI and XII of the township of Orford; with reference to that cadastre, part of the said dividing line between the ranges; the south line of lots 712, 763 and 764; part of the dividing line between ranges XIII and XIV northerly and extended to the dividing line between the townships of Orford and Brompton; part of the dividing line between the said townships; part of the dividing line between the townships of Orford and Stukely and its extension into lac Stukely to the extension of the dividing line between ranges V and VI of the cadastre of the townships of Stukely; with reference with that cadastre, the said extension and the dividing line between the said ranges; part of the dividing line between the townships of Stukely and Shefford; part of the dividing line between the townships of Stukely and Bolton to the dividing line between ranges IV and V of the cadastre of the township of Bolton; with reference to that cadastre, the dividing line between the said ranges; lastly, part of the north line of the township of Potton to the starting point.

The perimeter comprises the following municipalities: the city of Magog; the town of Rock Island; the villages of Ayer's Cliff, Beebe Plain, Eastman, Hatley, North-Hatley, Omerville, Stanstead Plain and Stukely-Sud; the municipalities of the townships of Hatley, Hatley-Partie-Ouest, Magog, Orford, Potton and Stanstead; the municipalities of Austin, Bolton-Est, Ogden, Saint-Benoît-du-Lac, Sainte-Catherine-de-Hatley, Saint-Étienne-de-Bolton and Stukely-Sud.

Second perimeter:

Starting from the southeast corner of the township of Shefford; thence successively, along the following lines and demarcations: part of the south line of the said township to the extension of the east side of a public road bounding to the east lots 602, 598, 597, 596, 590, 589 and 588 of the cadastre of the township of Brome; with reference to that cadastre, the said extension and the east side of the said road to the extension of the south line of lot 588; the said extension and the south line of the said lot; the west line of lots 588 and 589; the south

line of lot 354 and part of the south line of lot 353, the latter extended to the west side of the public road bounding lot 356 to the east; the west side of the said road southerly to the south line of lot 364; the northwest and west sides of a public road southwesterly and southerly and across lots 369, 370, 309 and 308 to the south line of lot 308; the south line of lots 308 and 307; the east line of lots 128 and 133; the south line of lots 133, 132, 131, 61, 62 63 and 64; with reference to the cadastre of the township of Farnham, the south line of lots 281, 295, 296, 298 and 299; part of the south line of lot 300 and the south side of a public road bounding lots 300, 301 and 307 to the south to the extension of another public road crossing that road on the west side and bounding lot 307 to the west; the said extension; the west side of that second public road and the west line of lots 306, 304, 305, 507 and 506; part of the dividing line between ranges IV and V; the east line of lots 461, 468, 475, 476, 477 and 479; the south line of lots 479, 423, 422, 421, 415, 414 and 413; the west line of lot 413 and its extension across lots 412 and 411 to the vertex of the southwest angle of lot 579; the west line of lots 579, 578, 577 and 576; part of the dividing line between ranges V and VI; part of the west line and the south line of the township of Farnham; part of the west line of the township of Brome; the west and south lines of the township of Sutton; the west line and part of the north line of the township of Potton; with reference to the cadastre of the township of Bolton, the dividing line between ranges IV and V; lastly, part of the north line of the township of Bolton to the starting point.

The perimeter comprises the following municipalities: the towns of Lac-Brome and Sutton; the villages of Abercorn, Brome and East Farnham; the municipality of the township of Sutton; the municipalities of Bolton-Ouest and Brigham.

Prepared by: JEAN FORTIER,
Land-surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 17 November 1981

Gérard Tanguay
Section Director

SCHEDULE 15

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the

Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Memphrémagog came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3497-81, dated 16 December 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

The letters patent establishing the regional county municipality of Memphrémagog that came into force on 1 January 1982 are amended:

(a) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Memphrémagog are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Memphrémagog, dated 10 December 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.”

(b) by substituting the description appearing in Schedule A to these letters patent for the description appearing in Schedule A.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

The regional county municipality of Memphrémagog comprises the territory delimited as follows: starting from the northwest corner of the township of Potton; thence successively, along the following lines and demarcations: the west line of the said township; part of the Québec/United States border easterly to the east line of lot 927 of the cadastres of the township of Stanstead; with reference to that cadastre, the east line of lots 927, 928 and 931; the north line of lots 931, 922, 921 and 921A; part of the west line of range XI; the south line of

lot 743; part of the dividing line between ranges IX and X northerly; part of the north line of the townships of Stanstead and Barnston; the west line of the township of Compton; part of the south line of the townships of Ascot and Orford to the dividing line between ranges XI and XII of the township of Orford; with reference to that cadastre, part of the said dividing line between the ranges; the south line of lots 712, 763 and 764; part of the dividing line between ranges XIII and XIV northerly and extended to the dividing line between the townships of Orford and Brompton; part of the dividing line between the said townships; part of the dividing line between the townships of Orford and Stukely and its extension into lac Stukely to the extension of the dividing line between ranges V and VI of the cadastre of the township of Stukely; with reference to that cadastre, the said extension and the dividing line between the said ranges; part of the dividing line between the townships of Stukely and Shefford; part of the dividing line between the townships of Stukely and Bolton to the dividing line between ranges IV and V of the cadastre of the township of Bolton; with reference to that cadastre, the dividing line between the said ranges; lastly, part of the north line of the township of Bolton to the starting point.

The regional county municipality comprises the following municipalities: the city of Magog; the town of Rock Island; the villages of Ayer's Cliff, Beebe Plain, Eastman, Hatley, North-Hatley, Omerville, Stanstead Plain and Stukely-Sud; the municipalities of the townships of Hatley, Hatley-Partie-Ouest, Magog, Orford, Potton and Stanstead; the municipalities of Austin, Bolton-Est, Ogden, Saint-Benoît-du-Lac, Sainte-Catherine-de-Hatley, Saint-Étienne-de-Bolton and Stukely-Sud.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 10 December 1981

Gérard Tanguay
Section Director

SCHEDULE 16

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Memphrémagog were published in the *Gazette officielle du Québec* of 30 December 1981 and came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 856-82, dated 8 April 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

The letters patent establishing the regional county municipality of Memphrémagog that came into force on 1 January 1982 are amended:

(a) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Memphrémagog are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Memphrémagog, dated 10 December 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.”

(b) by substituting the description appearing in Schedule A to these letters patent for the description appearing in Schedule A to the said letters patent.

These letters patent replace the letters patent dated 16 December 1981 and published in the *Gazette officielle du Québec* of 27 January 1982.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

The regional county municipality of Memphrémagog comprises the territory delimited as follows: starting from the northwest corner of the township of Potton; thence successively, along the following lines and demarcations: the west line of the said township; part of the Québec/United States border easterly to the east line of lot 927 of the cadastre of the township of Stanstead; with reference to that cadastre, the east line of lots 927, 928 and 931; the north line of lots 931, 922, 921 and 921A; part of the west line of range XI; the south line of

lot 743; part of the dividing line between ranges IX and X northerly; part of the north line of the townships of Stanstead and Barnston; the west line of the township of Compton; part of the south line of the townships of Ascot and Orford to the dividing line between ranges XI and XII of the township of Orford; with reference to that cadastre, part of the said dividing line between the ranges; the south line of lots 712, 763 and 764; part of the dividing line between ranges XIII and XIV northerly and extended to the dividing line between the townships of Orford and Brompton; part of the dividing line between the said townships; part of the dividing line between the townships of Orford and Stukely and its extension into lac Stukely to the extension of the dividing line between ranges V and VI of the cadastre of the township of Stukely; with reference to that cadastre, the said extension and the dividing line between the said ranges; part of the dividing line between the townships of Stukely and Shefford; part of the dividing line between the townships of Stukely and Bolton to the dividing line between ranges IV and V of the cadastre of the township of Bolton; with reference to that cadastre, the dividing line between the said ranges; lastly, part of the north line of the township of Bolton to the starting point.

The regional county municipality comprises the following municipalities: the city of Magog; the town of Rock Island; the villages of Ayer's Cliff, Beebe Plain, Eastman, Hatley, North-Hatley, Omerville, Stanstead Plain and Stukely-Sud; the municipalities of the townships of Hatley, Hatley-Partie-Ouest, Magog, Orford, Potton and Stanstead; the municipalities of Austin, Bolton-Est, Ogden, Saint-Benoît-du-Lac, Sainte-Catherine-de-Hatley, Saint-Étienne-de-Bolton and Stukely-Sud.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 10 December 1981

Gérard Tanguay,
Section Director

SCHEDULE 17

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters

patent of a regional county municipality to give effect, with or without amendment, to the recommendations made pursuant to section 48 of the Act;

WHEREAS pursuant to section 48 of the Act, a recommendation was made to amend the letters patent of the regional county municipality of Memphrémagog that came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation made by the Minister of Municipal Affairs on 19 October 1988 by Order in Council number 1575-88, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Memphrémagog are amended by inserting the following after the fifth paragraph of the provisions:

“Subject to the seventh paragraph and articles 10 and 678.0.1 of the Municipal Code of Québec, and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present representing not less than 51 % of the population of the municipalities that were represented at the time the decision was taken.

The warden is elected by the vote of the absolute majority of the members present. The following decisions are taken by the majority vote of the members present:

— those concerning the appointment of the members of the administrative and development committees;

— those referred to in the second paragraph of section 188 of the Act respecting land use planning and development;

— those related to the exercise of a jurisdiction by the regional county municipality pursuant to articles 10 and 678.0.1 of the Municipal Code of Québec in respect of which article 10.1 of the said Code applies.”.

SCHEDULE 18

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MEMPHRÉMAGOG

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act;

WHEREAS the letters patent establishing the regional county municipality of Memphrémagog came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation made by the Minister of Municipal Affairs on 13 December 1989 by Order in Council number 1904-89, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Memphrémagog are amended by inserting the following after the seventeenth paragraph of the provisions:

“Notwithstanding the seventeenth paragraph, proceeds of the sale of the immovable owned by the corporation of the county of Stanstead and used as the registration office of the Stanstead division, shall be apportioned by the regional county municipality of Memphrémagog among each of the municipalities comprised in the registration division of Stanstead.”

SCHEDULE 19

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MINGANIE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Minganie was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3376-81, dated 9 December 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Minganie".

The boundaries of the regional county municipality of Minganie are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Minganie, dated 13 October 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Minganie shall be determined in the following manner:

- From 0 to 3 000 inhabitants: 1 vote;
- From 3 001 to 6 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 6 000 inhabitants shall have one additional vote per 3 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Minganie shall be held on the second juridical Thursday following the coming into force of the letters patent. It shall take place at the hall of the municipality of Havre-Saint-Pierre.

Mr. Louis Bélanger, who resides at 1092, rue Morain, Hauterive, shall act as secretary-treasurer of the regional county municipality of Minganie until the end of the first sitting of the council.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Saguenay is a part, as it exists on 1 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, and by

each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Minganie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Saguenay, as it exists on 1 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated on the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Minganie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Saguenay, as it exists on 1 April 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Minganie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Saguenay, as it exists on 1 April 1981, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Minganie shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Saguenay, as it exists on 1 April 1981, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by rea-

son of a territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Saguenay, as it exists on 1 April 1981, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MINGANIE

The regional county municipality of Minganie comprises the territory delimited as follows: starting from the meeting point of the 65°30' meridian of longitude west and the boundary of the province near the 52°00' parallel of latitude north; thence successively, along the following lines and demarcations: the 65°30' meridian of longitude west southerly to the north line of the township of Charpeney; part of the north and west lines of the township of Charpeney to a line situated to the northwest and parallel to the northwest shore of the St. Lawrence River and running across a point situated at a distance of 9,66 km from the southern extremity of cap du Cormoran, a distance measured in an astronomical northerly direction; the said line parallel in a southwesterly direction to the astronomical northerly line whose starting point is the southern extremity of the said cape; the said parallel line in an astronomical southerly direction and its extension to the median line of the St. Lawrence River; the median line of the river downstream and extended into an irregular line running midway between the southwest shore of île d'Anticosti and the northeast shore of the Gaspé peninsula to its intersection with the extension of the north line of the township of Malbaie; that extension easterly to the 63°00' meridian of longitude west; that meridian southerly and the 48°40' parallel of latitude north easterly to the 61°00' meridian of longitude west; a straight line northwesterly to a point situated in the Gulf of St. Lawrence facing the mouth of the rivière Natashquan and whose coordinates are 50°07' of latitude north and 61°50' of longitude west; an irregular line heading first in an easterly direction, then skirting île Sainte-Hélène to the west and south and extended into the median line of the rivière Natashquan to its intersection with the extension of the north line of the township of Duval; the said extension and the said north line; the west and north lines of the township of Kégashka; the north line of the township of Musquaro; the west and north lines of the township of Bissot; the north line of the townships of Lalande, La Gorgendière, Duchesneau and Peuvret; the west and north lines of the

townships of Le Gardeur and Baune; the north line of the township of Bellecourt; the west and north lines of the townships of Saint-Vincent, Céry, Montesson and D'Audhebourg; the west line of the townships of Cook and Verrazzano; the north line of the townships of Verrazzano and Bougainville; the west and north lines of the township of Brouague; the north line of the townships of Marsal and Pontchartrain; the west and north lines of the township of Chevalier; the north line of the townships of Bonne-Espérance, Phélypeaux and Brest; lastly, the boundary of the province heading first northerly and the in a very general westerly direction to the starting point.

The regional county municipality comprises the municipalities of Aguanish, Baie-Johan-Beetz, Havre-Saint-Pierre, île d'Anticosti, Longue-Pointe, Rivière-au-Tonnerre and Rivière-Saint-Jean as well as the municipality of the township of Natashquan. It also includes the part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 13 October 1981

Gérard Tanguay,
Section director

SCHEDULE 20

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF MONTCALM

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Montcalm was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2607-81, dated 23 September 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Montcalm".

The boundaries of the regional county municipality of Montcalm are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Montcalm, dated 11 September 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Montcalm shall be determined in the following manner:

- From 0 to 10 000 inhabitants: 1 vote;
- From 10 001 to 20 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 20 000 inhabitants shall have one additional vote.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Montcalm shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place at the office of the corporation of the county of Montcalm.

Mr. Michel Sirois, Secretary-Treasurer of the corporation of the county of Montcalm, shall act as secretary-treasurer of the regional county municipality of Montcalm until the end of the first sitting of the council.

The regional county municipality of Montcalm succeeds the corporation of the county of Montcalm; the records of the corporation of the county of Montcalm

shall be filed in the office of the secretary-treasurer of the regional county municipality of Montcalm.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Montcalm or the corporation of the county of L'Assomption is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Montcalm shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Montcalm or of the corporation of the county of L'Assomption shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Montcalm shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Montcalm or by the corporation of the county of L'Assomption, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Montcalm shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Montcalm or of the corporation of the county of L'Assomption, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Montcalm shall collect sums thus owed and shall at that time repay

sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Montcalm or of the corporation of the county of L'Assomption, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

One aliquot share of the value, as it appeared in the most recent financial statements, of the movable property of the corporation of the county of Montcalm shall be paid as compensation to the municipalities that are not comprised within the boundaries of the regional county municipality of Montcalm but that formed part of the territory of the corporation of the county of Montcalm; the aliquot share shall be equal to the proportion of *their*(the) standardized assessment (of the municipalities) as defined in paragraph 40 of article 16 of the Municipal Code in respect of the standardized assessment as defined in the same article for the entire territory of the corporation of the county of Montcalm.

The officers and employees of the corporation of the county of Montcalm continue their service as officers and employees of the regional county municipality of Montcalm at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Montcalm or of the corporation of the county of L'Assomption remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MONTCALM

The regional county municipality of Montcalm comprises the territory delimited as follows: starting from the vertex of the north angle of lot D of range XI of the cadastre of the township of Kilkenny; thence successively, along the following lines and demarcations: the northeast line of the said lot and an irregular line separating the cadastre of the township of Rawdon from the cadastres of the township of Kilkenny and the parishes

of Sainte-Julienne and Saint-Liguori; another irregular line separating the cadastre of the parish of Saint-Liguori from the cadastres of the parishes of Saint-Ambroise-de-Kildare, Saint-Charles-Borromée, Saint-Paul and Saint-Jacques-de-l'Achigan, to the dividing line between ranges Continuation-du-Ruisseau-Vacher and Bas-du-Lac-Ouareau of the cadastre of the parish of Saint-Jacques-de-l'Achigan; the dividing line between the said ranges of that last cadastre and the dividing line between ranges Continuation-du-Haut-du-Ruisseau-Vacher and Bas-du-Lac-Ouareau of the cadastre of the parish of Sainte-Marie-Salomée to the southwest line of lot 177 of the cadastre of the parish of Saint-Paul; part of the said southwest line; with reference to the cadastre of the parish of Sainte-Marie-Salomée, the northwest line of lots 403 and 402; part of the southwest line of lot 402; the northwest and southwest lines of lot 401; an irregular line separating the cadastres of the parishes of Sainte-Marie-Salomée and Saint-Jacques-de-l'Achigan from the cadastres of the parishes of L'Assomption and L'Épiphanie; another irregular line separating the cadastres of the parishes of Saint-Roch-de-l'Achigan and Saint-Lin from the cadastres of the parishes of L'Épiphanie and Saint-Henri-de-Mascouche to the south corner of lot 57 of the cadastre of the parish of Saint-Lin; with reference to that cadastre, an irregular line bounding the said lot 57 to the south; the east line of lots 112 and 113; the north line of lots 112 and 114; the east line of lots 116 and 117; the south line of lots 117, 118 and 119; an irregular line bounding lot 119 to the southwest; the northeast line of lots 159 to 167 and an irregular line bounding lot 167 to the northwest, to the southwest line of lot 186; part of the southwest and northwest lines of the cadastre of the parish of Saint-Lin to the northeast line of lot 22 A of range IV of the cadastre of the township of Kilkenny; with reference to that cadastre, the northeast line of lots 22A and 22B in each of ranges IV to VII; lastly, an irregular line bounding the cadastre of the township of Kilkenny to the southwest and to the northwest to the starting point.

The regional county municipality comprises the following municipalities: the town of Les Laurentides; the villages of Saint-Alexis and Saint-Jacques; the parishes of Saint-Alexis, Saint-Esprit, Saint-Jacques, Sainte-Julienne, Saint-Liguori, Saint-Lin, Sainte-Marie-Salomée and Saint-Roch-de-l'Achigan; the municipalities of Saint-Calixte and Saint-Roch-Ouest.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 11 September 1981

Gérard Tanguay,
Section Director

SCHEDULE 21**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF MONTCALM**

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act;

WHEREAS the letters patent establishing the regional county municipality of Montcalm came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation made by the Minister of Municipal Affairs by Order in Council number 1123-84, dated 16 May 1984, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Montcalm, which came into force on 1 January 1982, are amended:

(1) by inserting the following after the fourteenth paragraph:

“Loan by-law number 47 of the corporation of the county of Montcalm is amended in order that the special tax decreed in article V of the by-law be charged on the aggregate of the taxable immovables of the local municipalities governed by the Municipal Code situated within the boundaries of the regional county municipality of Montcalm. The towns situated in the regional county municipality shall also contribute to the reimbursement of the expenditure decreed for the loan by-law, in accordance with the first paragraph of section 205 of the Act respecting land use planning and development.

The regional county municipality of Montcalm shall pay the sums listed in Schedule B to these letters patent to the municipal corporations that are not comprised within its boundaries but that formed part of the territory of the corporation of the county of Montcalm.

The municipalities that form part of the territory of the regional county municipality of Montcalm shall pay the sums mentioned in Schedule C to these letters patent to the regional county municipality.”

(2) by adding Schedules B and C to these letters patent.

SCHEDULE B

Entrelacs	\$3 179.04
Parish of Lac Paré	442.83
Notre-Dame-de-la-Merci	3 412.19
Township of Chertsey	3 124.01
Township of Rawdon	3 840.68
Village of Rawdon	2 378.02
Saint-Donat	9 786.38

SCHEDULE C

Parish of Saint-Alexis	\$ 1 620.16
Village of Saint-Alexis	770.55
Saint-Calixte	7 628.05
Parish of Saint-Esprit	3 412.99
Parish of Saint-Jacques	2 978.36
Village of Saint-Jacques	2 691.31
Parish of Sainte-Julienne	10 446.01
Parish of Saint-Liguori	2 330.47
Parish of Saint-Lin	20 740.90
Parish of Sainte-Marie-Salomée	1 788.14
Parish of Saint-Roch-de-l’Achigan	17 100.57
Saint-Roch-Ouest	2 626.39
Town of Les Laurentides	9 631.94

SCHEDULE 22**ESTABLISHMENT OF THE REGIONAL COUNTY
MUNICIPALITY OF MONTMAGNY**

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the

territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Montmagny was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2608-81, dated 23 September 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Montmagny".

The boundaries of the regional county municipality of Montmagny are those described by the ministre de l'Énergie et des Ressources in the official description of the regional county municipality of Montmagny, dated 11 September 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Montmagny shall be determined in the following manner:

- From 0 to 2 000 inhabitants: 1 vote;
- From 2 001 to 12 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 12 000 inhabitants shall have one additional vote; in addition, a right of veto shall be granted to the representative of the city of Montmagny.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance

with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Montmagny shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place at 159, rue Saint-Louis in Montmagny.

Mr. Bernard Létourneau, Secretary-Treasurer of the corporation of the county of Montmagny, shall act as secretary-treasurer of the regional county municipality of Montmagny until the end of the first sitting of the council.

The regional county municipality of Montmagny succeeds the corporation of the county of Montmagny and, consequently, becomes the owner of the movable property of the county corporation; the records of the corporation of the county of Montmagny shall be filed in the office of the secretary-treasurer of the regional county municipality of Montmagny.

The intermunicipal agreement by which the corporation of the county of Montmagny delegates its jurisdiction in real estate assessment to the corporation of the county of Bellechasse shall continue to apply, the regional county municipality of Bellechasse succeeding to the rights and obligations of the corporation of the county of Bellechasse for the purposes of the said agreement.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Montmagny shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Montmagny shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Montmagny shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the corporation of the county of Montmagny, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Montmagny shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Montmagny, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Montmagny shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Montmagny, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

The officers and employees of the corporation of the county of Montmagny continue their service as officers and employees of the regional county municipality of Montmagny at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Montmagny remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF MONTMAGNY

The regional county municipality of Montmagny comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River with the northeast line of the cadastre of the parish of Cap-Saint-Ignace; thence successively, along the following lines and demarcations: the said northeast line; part of the dividing line between ranges III and IV of the township of Bourdages; the northeast line and part of the southeast line of the township of Bourdages; the northeast line of the townships of Patton and Talon; the Québec/United States border southwesterly and southerly to the southwest line of the township of Panet; part of the said southwest line; with reference to the cadastre of that township, part of the dividing line between

ranges III and IV and the southwest line of lot 35 of ranges III, II and I; in the cadastre of the township of Rolette, the southwest line of lots 35b of ranges VII and VI, 35 of ranges V, IV, III and II and part of the dividing line between ranges I and II; part of the southwest line of the townships of Rolette and Montminy; part of the southeast line of the township of Armagh; with reference to the cadastre of that township, the median line of the rivière du Pin; part of the northwest line of lot 12 of range Est of the rivière du Pin; the southwest line of lot 44 of range I Sud-Est; the median line of the rivière du Sud northeasterly; the southwest and northwest lines of lot 30 of range I Nord-Ouest of the cadastre of the township of Montminy; the southwest line of lot 29 of ranges II Nord-Ouest to V Nord-Ouest and the southeast line of range VI Nord-Ouest of the cadastre of the township of Armagh; an irregular line separating the cadastres of the parishes of Saint-Raphaël and Saint-Vallier from the cadastres of the township of Armagh and the parishes of Saint-François-de-la-Rivière-du-Sud and Berthier, the last section extended to an irregular line running to the southeast of île Madame and île aux Ruaux; the said irregular line running to the southeast of île Madame and île aux Ruaux, to the northeast of all the islands forming part of the cadastre of the parish of Saint-Antoine-de-l'Île-aux-Grues and skirting île aux Oies to the northeast to another irregular line running midway between the southeast bank of île aux Oies and the shore of the river; the said irregular line southwesterly to the extension of the northeast line of the cadastre of the parish of Cap-Saint-Ignace; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the city of Montmagny; the parishes of Berthier-sur-Mer, Saint-Antoine-de-l'Isle-aux-Grues, Sainte-Apolline-de-Patton, Saint-Fabien-de-Panet, Saint-François-de-Sales-de-la-Rivière-du-Sud, and Saint-Pierre-de-la-Rivière-du-Sud; the township of Montminy; the municipalities of Cap-Saint-Ignace, Lac-Frontière, Notre-Dame-du-Rosaire, Sainte-Euphémie-sur-Rivière-du-Sud, Saint-Juste-de-Bretonnières and Sainte-Lucie-de-Beaugard; It also includes the part of the St. Lawrence River and the unorganized territory situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 11 September 1981

Gérard Tanguay,
Section Director

SCHEDULE 23**AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF MONTMAGNY**

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made pursuant to section 48 of the Act;

WHEREAS pursuant to section 48 of the Act, a recommendation was made to amend the letters patent of the regional county municipality of Montmagny that came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 1576-88, dated 19 October 1988, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Montmagny are amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The number of votes of the representative of a municipality on the council of the regional county municipality of Montmagny shall be determined in the following manner:

— From 0 to 2 000 inhabitants: 1 vote;

— From 2 001 to 10 000 inhabitants: 2 votes.”;

“The representative of any municipality having a population greater than 10 000 inhabitants shall have one additional vote; in addition, a right of veto shall be granted to the representative of the town of Montmagny.”;

(2) by inserting the following after the fifth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council of the regional county municipality of Montmagny are taken by the majority vote of the members present. Notwithstanding the foregoing, the warden is elected by the vote of the absolute majority of the members.”

SCHEDULE 24**ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF NICOLET-YAMASKA**

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Nicolet-Yamaska was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2609-81, dated 23 September 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Nicolet-Yamaska”.

The boundaries of the regional county municipality of Nicolet-Yamaska are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Nicolet-Yamaska, dated 11 September 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Nicolet-Yamaska shall be determined in the following manner:

— From 0 to 10 000 inhabitants: 1 vote;

— From 10 001 to 20 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 20 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; in addition, a right of veto shall be granted to the representative of the town of Nicolet.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Nicolet-Yamaska shall be held on the third juridical Thursday following the coming into force of the letters patent. It shall take place in the village of Sainte-Monique.

Mr. Claude Bouchard, Secretary-Treasurer of the municipality of Nicolet-Sud, shall act as secretary-treasurer of the regional county municipality of Nicolet-Yamaska until the end of the first sitting of the council.

The regional county municipality of Nicolet-Yamaska succeeds the corporation of the county of Yamaska; the records of the corporation of the county of Nicolet shall be filed in the office of the secretary-treasurer of the regional county municipality of Nicolet-Yamaska.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Nicolet or the corporation of the county of Yamaska is a part, shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Nicolet-Yamaska shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Nicolet or of the corporation of the county of Yamaska, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Nicolet-Yamaska shall collect sums thus owed and shall at that time repay sums

to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Nicolet or by the corporation of the county of Yamaska, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Nicolet-Yamaska shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Nicolet or of the corporation of the county of Yamaska, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Nicolet-Yamaska shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Nicolet or of the corporation of the county of Yamaska, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code.

The regional county municipality of Nicolet-Yamaska, owner of the movables and immovables of the corporation of the county of Yamaska, shall fix the value thereof; one aliquot share of the value shall be paid as compensation to the municipalities that are not comprised within the boundaries of the regional county municipality of Nicolet-Yamaska, but that formed part of the territory of the corporation of the county of Yamaska; the aliquot share shall be equal to the proportion of their standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code in respect of the standardized assessment, as defined in the same article, for the entire territory of the corporation of the county of Yamaska. The municipalities that did not form part of the territory of the corporation of the county of Yamaska but that are comprised in the territory of the regional county municipality of Nicolet-Yamaska shall pay, as compensation,

one aliquot share having the same value to the said regional county municipality; the aliquot share shall be equal to the proportion of their standardized assessment as defined in paragraph 40 of section 16 of the Code in respect of the standardized assessment, as defined in the same article, for all the municipalities comprised within the boundaries of the regional county municipality of Nicolet-Yamaska.

The officers and employees of the corporation of the county of Yamaska continue their service as officers and employees of the regional county municipality of Nicolet-Yamaska at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Nicolet or of the corporation of the county of Yamaska, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF NICOLET-YAMASKA

The regional county municipality of Nicolet-Yamaska comprises the territory delimited as follows: starting from the meeting point of the southwest line of lot 776 of the cadastre of the parish of Saint-François-du-Lac with the shore of baie Saint-François; thence successively, along the following lines and demarcations: with reference to the cadastre of that parish, the southwest line of lots 776, 775, 670 and 669; an irregular line separating concession Saint-Antoine from the concessions Est du Bois d'Yamaska, Ouest de Sainte-Anne and Est de Sainte-Anne to the south corner of lot 558; the west line of lot 559; part of the dividing line between the cadastres of the parishes of Saint-François-du-Lac and Saint-Pie-de-Guire to the median line of the rivière Saint-François; the median line of the said river upstream and skirting to the left the islands nearest to the left bank and to the right the islands nearest to the right bank to the extension of the dividing line between lots 787 and 788 of the cadastre of the parish of Saint-Thomas-de-Pierreville; the said extension and the said dividing line between lots; part of the northeast line of the cadastre of the parish of Saint-Thomas-de-Pierreville southeasterly to the northwest line of lot 699 of the cadastre of the parish of Saint-Zéphirin-de-Courval; with reference to that cadastre, the northwest and northeast lines of the said lot 699; the northwest line of lot 578; the northeast line of lots 578 to 603; part of the northeast line of lot 604; the northwest and northeast lines of lot 403; part of the northwest line of lot 401 and the northwest line of

lot 320; the northeast line of lots 320 to 329; the northwest line of lot 247; an irregular line separating the cadastre of the parish of Sainte-Brigitte from the cadastres of the parishes of Saint-Zéphirin-de-Courval, Sainte-Monique and Sainte-Perpétue to the northwest line of the township of Wendover; with reference to the cadastre of that township, part of the said northwest line; part of the dividing line between ranges X and XI to its first intersection with the median line of the rivière Nicolet; the median line of the said river upstream to the extension of the northeast line of lot 418; the said extension and the said northeast line; the northwest line of lots 373 and 385; part of the northeast line of lot 385; with reference to the cadastre of the parish of Saint-Léonard, the northwest line of lot 163; the northeast line of lots 163 to 173; the southeast line of lot 121 up to the median line of the rivière Nicolet; the median line of the said river easterly to the extension of the southeast line of lot 108; the said extension and the southeast line of lots 108, 107 and 106; with reference to the cadastre of the parish of Sainte-Eulalie, the southeast line of lots 94 to 103; the southwest line of lot 108 and the east side of the public road bounding lot 108 to the east; the south and east lines of lot 147; the northwest line of lots 148 to 156; the east line of lot 156; the southeast line of lots 157 and 158; with reference to the cadastre of the township of Bulstrode, part of the west line of lot 446 and the south and east lines of the west two-thirds of the north half of the said lot 446; part of the dividing line between ranges VII and VIII; the east line of lot 350; part of the dividing line between ranges VI and VII; the east line of lots 344 and 240; the south and west lines of the east half of lot 236; the north line of the west half of lot 236 and the north line of lot 237; the east line of lot 21; the north line of lots 21 to 32; part of the east line of the township of Aston up to the median line of the rivière Bécancour; the median line of the said river downstream and skirting to the east aux Ormes and Beaumier islands to the extension of the dividing line between ranges I and II of the township of Aston in the cadastre of the parish of Saint-Célestin; with reference to that cadastre, the said extension, part of the said dividing line between the ranges and the southeast side of a public road running between the two ranges to the extension of the dividing line between lots 15 and 16; the said extension and the said dividing line between the lots; an irregular line separating the cadastre of the parish of Saint-Grégoire from the cadastres of the parishes of Saint-Célestin, Sainte-Monique and Saint-Baptiste-de-Nicolet, the last section extended to the median line of the St. Lawrence River; the median line of the river upstream and the median line of lac Saint-Pierre skirting all the islands included in the cadastre of the parish of Saint-François-du-Lac to the northwest and île Plate to the south to the extension of the southwest line of the cadastre of the parish of Saint-François-du-

Lac; lastly, the said extension and part of the said southwest line extended across baie Saint-François to the starting point.

The regional county municipality comprises the following municipalities: the town of Nicolet; the villages of Annaville, Aston-Jonction, Baieville, Pierreville, Saint-François-du-Lac, Saint-Léonard-d'Aston, Sainte-Monique and Saint-Wenceslas; the parishes of La-Visitation-de-la-Bienheureuse-Vierge-Marie, Notre-Dame-de-Pierreville, Saint-Antoine-de-la-Baie-du-Febvre, Saint-Elphège, Saint-François-du-Lac, Saint-Jean-Baptiste-de-Nicolet, Sainte-Monique, Sainte-Perpétue, Saint-Raphaël-Partie-Sud, Saint-Thomas-de-Pierreville and Saint-Zéphirin-de-Courval; the municipalities of Grand-Saint-Esprit, Nicolet-Sud, Saint-Célestin, Sainte-Eulalie, Saint-Joseph-de-la-Baie-du-Febvre, Saint-Léonard and Saint-Wenceslas as well as a part of the St. Lawrence River.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 11 September 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 25

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF NICOLET-YAMASKA

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Nicolet-Yamaska were published in the Gazette officielle du Québec of 18 November 1981 and come into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3369-81, dated 9 December 1981, We have decreed and

ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

The letters patent establishing the regional county municipality of Nicolet-Yamaska, which were published in the Gazette officielle du Québec of 18 November 1981, are amended:

(a) by substituting the following for the eighth paragraph of the provisions:

“The regional county municipality of Nicolet-Yamaska succeeds the corporation of the county of Yamaska; the records of the corporation of the county of Yamaska shall be filed in the office of the secretary-treasurer of the regional county municipality of Nicolet-Yamaska”.

(b) by substituting the following for the fourteenth paragraph of the provisions:

“The regional county municipality of Nicolet-Yamaska, owner of the movables and immovables of the corporation of the county of Yamaska, shall increase the real value thereof; one aliquot share of the value shall be paid as compensation to the municipalities that formed part of the territory of the corporation of the county of Yamaska; the aliquot share shall be equal to the proportion of their standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code in respect of the standardized assessment, as defined in the same article, for the entire territory of the corporation of the county of Yamaska. The municipalities that are comprised in the territory of the regional county municipality of Nicolet-Yamaska shall pay, as compensation, one aliquot share having the same value to the said regional county municipality; the aliquot share shall be equal to the proportion of their standardized assessment as defined in paragraph 40 of section 16 of the Code in respect of the standardized assessment, as defined in the same article, for all the municipalities comprised within the boundaries of the regional county municipality of Nicolet-Yamaska”.

SCHEDULE 26

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF NICOLET-YAMASKA

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect,

with or without amendment, to the recommendations made pursuant to section 48 of the Act;

WHEREAS pursuant to section 48 of the Act, a recommendation was made to amend the letters patent of the regional county municipality of Nicolet-Yamaska that came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation made by the Minister of Municipal Affairs on 19 October 1988 by Order in Council number 1577-88, and amended by Order in Council 1927-88, dated 21 December 1988, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Nicolet-Yamaska are amended:

1) by substituting the following for the third and fourth paragraphs of the provisions:

“The representative of any municipality on the council of the regional county municipality of Nicolet-Yamaska shall have one vote for the first 959 inhabitants or less of the municipality and one additional vote per 959 inhabitants or less.”;

2) by inserting the following after the fourth paragraph of the provisions:

“Subject to the sixth paragraph and articles 10 and 678.0.1 of the Municipal Code of Québec, and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present.

The warden is elected by the vote of the absolute majority of the members. The decisions concerning the adoption of the parts of the budget of the regional county municipality contemplated in subparagraphs 2 and 3 of the second paragraph of article 975 of the Municipal Code of Québec, as well as the decisions concerning the exercise of a jurisdiction under article 10 of the Code are taken by a majority vote representing 66 2/3% of the members present”.

SCHEDULE 27

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF PABOK

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the

territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Pabok was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 538-81, dated 25 February 1981, amended by Order in Council 760-81, dated 11 March 1981, We have decreed and ordered and, by these letters patent, which shall come into force on the date of their publication in the Gazette officielle du Québec, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Pabok” and amending the territories of the county corporations of Gaspé-Est and Bonaventure.

The municipality is designated under the French name of “Municipalité régionale de comté de Pabok”.

The boundaries of the regional county municipality of Pabok are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Pabok, dated 5 March 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The new boundaries of the corporation of the county of Gaspé-Est are those that existed for the county prior to the coming into force of these letters patent, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Pabok, dated 5 March 1981, appearing in Schedule A to these letters patent, less the portion of the territory that forms part of

the corporation of the county of Bonaventure, as it existed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent and that is comprised within the boundaries described in Schedule A to these letters patent.

The new boundaries of the corporation of the county of Bonaventure are those that existed for the county prior to the coming into force of the letters patent establishing the regional county municipality of Avignon, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Avignon, dated 27 January 1981, appearing in Schedule A to these letters patent, and with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Pabok, dated 5 March 1981, appearing in Schedule A to these letters patent, less the portion of the territory that formed part of the corporation of the county of Gaspé-Est prior to the coming into force of these letters patent and that is comprised within the boundaries described in Schedule A to these letters patent.

The number of votes of the representative of a municipality on the council of the regional county municipality of Pabok shall be determined in the following manner:

— The representative of a municipality having a population of 2 499 inhabitants or less shall have one vote;

— The representative of a municipality having a population of 2 500 inhabitants or more shall have two votes.

For the purpose of these letters patent, the population of a municipality shall be that indicated in the last census taken for the whole of Québec or of the municipality and recognized as valid for that purpose, in accordance with article 16a of the Municipal Code and section 7 of the Cities and Towns Act (R.S.Q., c. C-19), as the case may be.

The first sitting of the council of the regional county municipality of Pabok shall be held on the second juridical Wednesday following the coming into force of the letters patent; it shall take place at 19:30 in a room of the town hall of the town of Chandler.

Mr. Owen Bouchard, Secretary-Treasurer of the corporation of the county of Gaspé-Est, shall act as secretary-treasurer of the regional county municipality of Pabok until the end of the first sitting of the council.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Gaspé-Est is a part on the coming into force of these letters patent shall remain a charge on the same municipalities comprised in the territory of the county corporation prior to the coming into force of the letters patent, according to the same criterion of apportionment: the council of the regional county municipality of Pabok shall collect sums thus owed by the municipalities situated on its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

The liabilities of the corporation of the county of Gaspé-Est on the coming into force of these letters patent shall remain a charge on the same municipalities comprised in the territory of the county corporation prior to the coming into force of the letters patent, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Pabok shall collect sums thus owed by the municipalities situated on its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Bonaventure is a part, signed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent, shall remain a charge on the same municipalities comprised in the territory of the corporation of the county of Bonaventure prior to the coming into force of these letters patent, according to the same criterion of apportionment; the council of the regional county municipality of Pabok shall collect sums thus owed by the municipalities situated on its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for one or more acts performed or for one or more omissions committed by the corporation of the county of Gaspé-Est as it existed prior to the coming into force of these letters patent, or by the corporation of the county of Bonaventure as it existed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent, shall be a charge on the aggregate of the taxable immovables of the municipalities comprised in the respective territories of the county corporations of Gaspé-Est and

Bonaventure prior to the coming into force of these letters patent, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Pabok shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt, on the coming into force of these letters patent, of the corporation of the county of Gaspé-Est or of the corporation of the county of Bonaventure, as it existed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent, the debt shall remain a charge on the aggregate of the taxable immovables of each of the municipalities for which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Pabok shall collect sums thus owed by the municipalities situated in its territory and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus, on the coming into force of these letters patent, of the corporation of the county of Gaspé-Est or of the corporation of the county of Bonaventure as it existed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code.

The movable property owned, on the coming into force of these letters patent, by the corporation of the county of Gaspé-Est or by the corporation of the county of Bonaventure, as it existed between the date of the coming into force of the letters patent establishing the regional county municipality of Avignon and the date of the coming into force of these letters patent shall remain the respective property of the corporation of the county of Gaspé-Est and the corporation of the county of Bonaventure as it shall exist on the coming into force of these letters patent.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Gaspé-Est and of the corporation of the county of Bonaventure, as

it existed between the date of the coming into force of the letters patent concerning the establishment of the regional county municipality of Avignon and the date of the coming into force of these letters patent, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF PABOK

The regional county municipality of Pabok comprises the territory delimited as follows: starting from the west corner of the township of Vondenvelden; thence successively, along the following lines and demarcations: the southwest line of the townships of Vondenvelden and Raudin; part of the northwest line of the township of Port-Daniel to the median line of the rivière Port-Daniel; the median line of that river downstream and the median line of baie de Port-Daniel; a straight line parallel to the northeast line of the township of Port-Daniel to the Québec/New Brunswick border into baie des Chaleurs; the said border in a general northeasterly direction and the boundaries of the province into the Gulf of St. Lawrence to the 63°00' meridian of longitude west; that meridian northerly to the extension of the north line of the township of Malbaie; the said extension and the north line of the townships of Malbaie, Fortin, Joncas and Power; lastly, part of the west line of the township of Power and the north line of the township of Vondenvelden to the starting point.

The regional county municipality comprises the following municipalities: the towns of Chandler, Grande-Rivière and Percé; the parish of Sainte-Germaine-de-l'Anse-aux-Gascons; the east part of the township of Port-Daniel; the municipalities of Newport, Pabos, Pabos-Mills, Saint-François-de-Pabos and Sainte-Thérèse-de-Gaspé. It also includes part of baie des Chaleurs and of the Gulf of St. Lawrence as well as the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 5 March 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 28**AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF PABOK**

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Pabok were issued on 11 March 1981 and came into force on 1 April 1981;

WHEREAS it is expedient to amend the letters patent in order to establish that the regional county municipality of Pabok succeeds the corporation of the county of Gaspé-Est;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2592-81, dated 23 September 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

The letters patent establishing the regional county municipality of Pabok, which came into force on 1 April 1981, are amended:

(1) by substituting the following for the sixteenth paragraph of the provisions:

“The movable property belonging on 31 March 1981 to the corporation of the county of Bonaventure, as it existed between 18 March 1981 and 1 April 1981, shall remain the property of the corporation of the county of Bonaventure, as it existed on 1 April 1981.”

(2) by adding the following after the sixteenth paragraph of the provisions:

“The regional county municipality of Pabok succeeds the corporation of the county of Gaspé-Est, as it exists between 1 April 1981 and the date of the coming into force of the letters patent establishing the regional county municipality of La Côte-de-Gaspé; the records of the corporation of the county of Gaspé-Est, as it exists be-

tween 1 April 1981 and the date of the coming into force of the letters patent establishing the regional county municipality of La Côte-de-Gaspé, shall be filed in the office of the secretary-treasurer of the regional county municipality of Pabok.

The officers and employees of the corporation of the county of Gaspé-Est, as it exists between 1 April 1981 and the date of the coming into force of the letters patent establishing the regional county municipality of La Côte-de-Gaspé, continue their service as officers and employees of the regional county municipality of Pabok at the same salary, retain their seniority and remain in office until they resign or are replaced.”

SCHEDULE 29**AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF PABOK**

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality;

WHEREAS it is expedient to amend the letters patent of the regional county municipality of Pabok that came into force on 1 April 1981;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 1068-89, dated 5 July 1989, the following is decreed and ordered:

THAT the letters patent establishing the regional county municipality of Pabok be amended:

(1) by substituting the following for the sixth paragraph of the provisions:

“The representative of a municipality on the council of the regional county municipality of Pabok shall have one vote for the first 10 000 inhabitants or less of the municipality and one additional vote per 10 000 inhabitants or less.”;

(2) by inserting the following after the seventh paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present representing the majority of the population of

the concerned municipalities. Notwithstanding the foregoing, the warden is elected by the vote of the absolute majority of the members.”

SCHEDULE 30

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF PAPINEAU

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Papineau was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2492-82, dated 3 November 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Papineau”.

The boundaries of the regional county municipality of Papineau are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Papineau, dated 1 October 1982, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Papineau shall be determined in the following manner:

— From 0 to 10 000 inhabitants: 1 vote;

— From 10 001 to 20 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 20 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Papineau shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at the Henri-Bourassa building in the village of Papineauville.

Mr. Hugues Servant, Secretary-Treasurer of the corporation of the county of Papineau, shall act as secretary-treasurer of the regional county municipality of Papineau until the end of the first sitting of the council.

The regional county municipality of Papineau succeeds the corporation of the county of Papineau; the records of the corporation of the county of Papineau shall be filed in the office of the secretary-treasurer of the regional county municipality of Papineau.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Papineau is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, of each of the municipalities by reason of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Papineau shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Papineau shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Papineau shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in

the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Papineau, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation; for those purposes, each municipality that formed part of the territory of the corporation of the county of Papineau shall be allocated one share of the debt, in proportion to the aliquot share each will have paid to the corporation of the county of Papineau for the 1982 fiscal year with respect to the total number of aliquot shares thus paid for that fiscal year; the charge on each owner in the same municipality shall be determined accordingly and the debt may be levied at a different rate for each municipality; the council of the regional county municipality of Papineau shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Notwithstanding the preceding paragraph, any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Papineau relative to the exercise of its jurisdiction in the field of assessment shall not be borne by the owners of taxable immovables situated in the territory of the municipalities of Val-des-Monts, Notre-Dame-de-la-Salette and l'Ange-Gardien.

In the case of an accumulated debt of the corporation of the county of Papineau, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which it has been accumulated; for those purposes, each municipality and territory referred to in article 27 of the said Code shall, by reason of which the debt has been accumulated, if applicable, be allocated one share of the debt, in proportion to the aliquot share each will have paid to the corporation of the county of Papineau for the 1982 fiscal year with respect to the total number of aliquot shares paid by the municipalities and territory contemplated in this paragraph for that fiscal year; the charge on each owner in the same municipality or territory shall be determined accordingly and the debt may be levied at a different rate for each municipality or territory; the council of the regional county municipality of Papineau shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Papineau, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the aliquot share of each of the municipalities to the corporation of the county of Papineau for the 1982 fiscal year with respect to the total number of aliquot shares thus paid for the same fiscal year by all the municipalities by reason of which the surplus has been accumulated; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

One aliquot share of the value, as it appeared in the latest financial statements, of the movable property of the corporation of the county of Papineau shall be paid, as compensation, to the municipalities that are not comprised within the boundaries of the regional county municipality of Papineau but that formed part of the territory of the corporation of the county of Papineau; the aliquot share shall be equal to the proportion of the aliquot share of each of the municipalities to the county corporation for the 1982 fiscal year with respect to the total number of aliquot shares thus paid for the same fiscal year.

The officers and employees of the corporation of the county of Papineau continue their service as officers and employees of the regional county municipality of Papineau at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Papineau remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF PAPINEAU

The regional county municipality of Papineau comprises the territory delimited as follows: starting from the northwest corner of the township of Papineau; thence successively, along the following lines and demarcations: the north line of the township of Papineau; part of the west line and the north line of the township of Preston; the north line and part of the east line of the township of Addington to the north line of lot 6B of range I of the cadastre of the township of Amherst; with reference to that cadastre, the north line of lots 6B and 6A of range I; part of the dividing line between ranges I

and II and part of the south line of lot I of range II; the dividing line between lots 8 and 9 of ranges A and B; part of the north line, the east line and part of the south line of the township of Ponsonby; the east line of the cadastre of the parish of Notre-Dame-de-Bonsecours and its extension to the Québec/Ontario border into the rivière des Outaouais; the said border upstream of the river to the extension of the east line of the township of Buckingham; the said extension and the said east line; the south and west lines of the township of Derry; the south line of the townships of Villeneuve and Bowman; the west line of the township of Bowman; the west shore of lac Poisson Blanc to the dividing line between the townships of Bowman and Bigelow in the said lake; the said dividing line between the townships; part of the south line of the township of Bigelow to the median line of lac à la Loutre; the median line of the said lake, northeasterly, up to the southern extension of the dividing line between ranges IV and I of the said township; with reference to the cadastre of the township of Bigelow, the said extension and part of the dividing line between the ranges; the dividing line between lots 5 and 6 of ranges IV and III; part of the dividing line between ranges II and III, northerly; the dividing line between lots 10 and 11 of range II; part of the dividing line between ranges I and II southerly to the north line of the township of Bowman; part of the north line of the said township easterly and part of the north line of the township of Villeneuve; lastly, the west line of the township of Papineau to the starting point.

The regional county municipality comprises the following municipalities: the town of Thurso; the villages of Chénéville, Montebello, Papineauville, Ripon and Saint-André-Avellin; the parishes of Notre-Dame-de-Bon-Secours Partie Nord, Notre-Dame-de-la-Paix, Saint-André-Avellin and Sainte-Angélique; the municipalities of the townships of Lochaber, Lochaber-Partie Ouest, Ponsonby and Ripon; the municipalities of the united townships of Mulgrave and Derry and Suffolk and Addington; the municipalities of Bowman, Duhamel, Fassett, Lac-des-Plages, Lac-Simon, Mayo, Montpellier, Namur, Plaisance, Sainte-Sixte, Val-des-Bois and Vinoy. It also includes part of the rivière des Outaouais and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 1 October 1982

GÉRARD TANGUAY,
Section Director

SCHEDULE 31

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF PAPINEAU

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued pursuant to section 166 of the Act;

WHEREAS the letters patent establishing the regional county municipality of Papineau came into force on 1 January 1983;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs, made by Order in Council 2618-84, dated 28 November 1984, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Papineau, which came into force on 1 January 1983, are amended by substituting the following for the second paragraph:

“The boundaries of the regional county municipality of Papineau are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Papineau, dated 15 November 1984, appearing in Schedule A to these letters patent, as if it were a part thereof.”

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF PAPINEAU

The regional county municipality of Papineau comprises the territory delimited as follows: starting from the northwest corner of the township of Papineau; thence successively, along the following lines and demarcations: the north line of the township of Papineau; part of the west and north lines of the township of Preston to the west line of lot 48 of range VII of the cadastre of the township of Gagnon; with reference to that cadastre, the west line of lots 48, 47, 46, 45, 44, 43, 42B, 41, 40, 39, 38, 37 and 36B of range VII; part of the north line of lot 36B of range VII and the west line of lots 35, 34, 33, 32, 31, 30, 29, 28B, 27, 26, 25 and 24B of range VI; the

north line of lots 24A and 24B of range VI, that line extended across the lake it intersects; the west line of lots 23, 22B, 21B, 20B, 19B, 18B, 17B, 16, 15 and 14 of range V; part of the north line of lot 14 of range V and the west line of lot 13 moving downward to lot 1 of range IV inclusively; part of the north line of the township of Gagnon to the dividing line between ranges II and III of the said township; the said dividing line between the ranges and its extension across the lakes it intersects; part of the north line of the township of Preston easterly; the north line and part of the east line of the township of Addington to the north line of lot 6B of range I of the cadastre of the township of Amherst; with reference to that cadastre, the north line of lots 6B and 6A of range I; part of the dividing line between ranges I and II and part of the south line of lot 1 of range II; the dividing line between lots 8 and 9 of ranges A and B; part of the north line, the east line and part of the south line of the township of Ponsonby; the east line of the cadastre of the parish of Notre-Dame-de-Bonsecours and its extension to the Québec/Ontario border into the rivière des Outaouais; the said border upstream of the river to the extension of the east line of the township of Buckingham; the said extension and the said east line; the south and west lines of the township of Derry; the south line of the townships of Villeneuve and Bowman; the west line of the township of Bowman, the west shore of lac Poisson Blanc to the dividing line between the townships of Bowman and Bigelow in the said lake; the said dividing line between the townships; part of the south line of the township of Bigelow to the median line of lac à la Loutre; the median line of the said lake, northeasterly, up to the southern extension of the dividing line between ranges IV and V of the said township; with reference to the cadastre of the township of Bigelow, the said extension and part of the said dividing line between the ranges; the dividing line between lots 5 and 6 in ranges IV and III; part of the dividing line between ranges II and III northerly; the dividing line between lots 10 and 11 of range II; part of the dividing line between ranges I and II southerly to the north line of the township of Bowman; part of the north line of the said township easterly and part of the north line of the township of Villeneuve; lastly, the west line of the township of Papineau to the starting point.

The regional county municipality comprises the following municipalities: the town of Thurso; the villages of Chénéville, Montebello, Papineauville, Ripon and Saint-André-Avellin; the parishes of Notre-Dame-de-Bon-Secours Partie Nord, Notre-Dame-de-la-Paix, Saint-André-Avellin and Sainte-Anélique; the municipalities of the townships of Lochaber, Lochaber Partie Ouest, Ponsonby and Ripon; the municipalities of the united townships of Mulgrave and Derry and Suffolk and Addington; the municipalities of Bowman, Duhamel,

Fassett, Lac-des-Plages, Lac-Simon, Mayo, Montpellier, Namur, Plaisance, Sainte-Sixte, Val-des-Bois and Vinoy. It also includes part of the rivière des Outaouais and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 15 November 1984

GÉRARD TANGUAY,
Section Head

SCHEDULE 32

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF PAPINEAU

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made by the Commission municipale du Québec pursuant to section 50 of the Act;

WHEREAS following the recommendations of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Papineau that came into force on 1 January 1983;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 995-89, dated 28 June 1989, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Papineau are amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Papineau shall have one vote for the first 2 000 inhabitants or less of the municipality and one additional vote per 2 000 inhabitants or less.

The representative of any municipality having a population greater than 4 000 inhabitants shall have one additional vote.”;

(2) by inserting the following after the fifth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present. Notwithstanding the foregoing, the warden is elected by the absolute majority of the members.

An administrative committee is established by these letters patent; it shall consist of five members, including the warden, the deputy warden and three other members appointed by resolution of the council of the regional county municipality from among the members of the council. The rules of operation of the committee shall be those that apply to an administrative committee established under the Municipal Code of Québec.”

SCHEDULE 33

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF PORTNEUF

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Portneuf was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2610-81, dated 23 September 1981, amended by Order in Council number 3241-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation

of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Portneuf”.

The boundaries of the regional county municipality of Portneuf are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Portneuf, dated 11 September 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of representatives of a municipality on the council of the regional county municipality of Portneuf shall be determined in the following manner:

— From 0 to 3 000 inhabitants: 1 representative;

— From 3 001 to 5 000 inhabitants: 2 representatives.

A municipality having a population greater than 5 000 inhabitants shall have one additional representative per 20 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

An administrative committee is established by these letters patent. It consists of seven members including the warden. The council shall appoint, by resolution, the six other members, whose term of office shall have a duration of two years and may be renewed; notwithstanding the foregoing, of the six members who shall be appointed when the council first exercises its powers of appointment following the coming into force of these letters patent, three shall have a term of office of a duration of a single year with the possibility of renewal, so that subsequently, three members shall be appointed each year. The three members so appointed for a single year shall be drawn by lot by the council of the regional county municipality of Portneuf during its last sitting preceding the end of their term of office. The council may replace any member of the administrative committee who is incapable of carrying out his office; a person so appointed as a replacement shall remain so for the duration of the mandate of the administrative committee member he is replacing.

The first sitting of the council of the regional county municipality of Portneuf shall be held on the second

juridical Wednesday following the coming into force of the letters patent. It shall take place at 185, route 138 in Cap-Santé.

Mr. Yvan Genest, Secretary-Treasurer of the corporation of the county of Portneuf, shall act as secretary-treasurer of the regional county municipality of Portneuf until the end of the first sitting of the council.

The regional county municipality of Portneuf succeeds the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982; the records of the corporation of the county shall be filed in the office of the secretary-treasurer of the regional county municipality of Portneuf.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Champlain is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, and by each of the municipalities, with the exception of the municipality of Haute-Mauricie, in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Portneuf shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, or of the corporation of the county of Champlain, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Portneuf shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, or by the corporation of the county of Champlain, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county mu-

nicipality of Portneuf shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, or of the corporation of the county of Champlain, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Portneuf shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code for each of the county corporations, it remains in the regional county municipality to the benefit of the territory.

In the case of an accumulated surplus of the corporation of the county of Champlain, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the contribution of each municipality to the accumulation of the surplus.

The regional county municipality of Portneuf shall put up for sale the former registration office building of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, and the proceeds of the sale shall be paid into the general fund of the said regional county municipality of Portneuf.

The regional county municipality of Portneuf shall put up for sale the former assessment office building of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982. The proceeds of the sale shall be apportioned in the following manner: one part, equivalent to the proportion of the real estate assessment on 1 January 1974 of the municipality of the parish of Sainte-Catherine and the municipality of Shannon in respect of the total real estate assessment of the

corporation of the county of Portneuf on the same date, shall be paid to the two municipalities, and shall be divided among the municipalities on the basis of their respective real estate assessment on that date; the balance shall be used to pay the expenditures incurred by the regional county municipality of Portneuf as regards the assessment roll.

Article 11 of loan by-law number 111 of the corporation of the county of Portneuf, amended by by-law number 114 of the corporation, is further amended by striking out the words “de même que les revenus provenant de la vente des ses actifs immobiliers”.

Loan by-law number 111 of the corporation of the county of Portneuf, amended by by-law number 114 of the same county corporation, is further amended in order that the special tax decreed in article 12 of the by-law be imposed on the aggregate of the owners of taxable immovables of the local municipalities governed by the Municipal Code and the territory referred to in article 27 of the said Code, comprised within the boundaries of the regional county municipality of Portneuf. The towns situated within the said regional county municipality shall also contribute to the reimbursement of the expenditure decreed for the loan by-law, in accordance with the first and second paragraphs of section 205 of the Act respecting land use planning and development.

The officers and employees of the corporation of the county of Portneuf, as it exists between 1 April 1981 and 1 January 1982, continue their service as officers and employees of the regional county municipality of Portneuf at the same salary, retain their seniority and remain in office until they resign or are replaced.

The council of the regional county municipality of Portneuf shall collect the sums which are a charge on the municipalities situated on its territory under the letters patent that established the regional county municipality of La Jacques-Cartier or, if applicable, apportion the sums that shall be paid to the municipalities under the letters patent.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Portneuf, as it exists between 1 January 1981 and 1 January 1982, or of the corporation of the county of Champlain, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF PORTNEUF

The regional county municipality of Portneuf comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River with the southwest boundary of the cadastre of the parish of Grondines; thence successively, along the following lines and demarcations: the southwest boundary of the cadastres of the parishes of Grondines and Saint-Casimir; part of the southwest boundary of the cadastre of the parish of Saint-Ubalde to the southeast line of lot 410 of that cadastre; with reference to the cadastre of the parish of Saint-Ubalde, the part comprised in seigneurie Grondines-Ouest, the southeast line of the said lot 410; a straight line across lac Sainte-Anne to the southwest extremity of the southeast line of lot 324; part of the said southeast line, namely to a point situated at eight hundred and eighteen and six-tenths metres (818,6 m, namely approx. 14 acres) from the northeast line of range I Price; a line across lot 323 parallel to and eight hundred and eighteen and six-tenths metres (818,6 m, namely 14 approx. acres) to the northeast line of range I Price and part of the southeast line of the said lot over a distance of eight hundred and eighteen and six-tenths metres (818,6 m, namely 14 approx. acres); in the cadastre of the parish of Saint-Ubalde, a part comprised in the township of Montauban, part of the southwest line of range I; the dividing line between lots 33 and 34 of ranges I and II; part of the southwest line of lot 16B of range III Sud-Ouest and its extension into a lake to the extension of the southeast line of range III Sud-Ouest; the said extension and the said southeast line; with reference to the cadastre of the parish of Notre-Dame-des-Anges, a part comprised in the township of Montauban, part of the southwest line of range A and the dividing line between lots 20 and 21 of that range; part of the dividing line between ranges A and B; the dividing line between lots 18 and 19B of range B; a line into lac Carillon to the southwest extremity of the southeast line of lot 10 of range I Nord-Est; the dividing line between ranges I Nord-Est and G and its extension into lac Montauban to the northeast line of the township of Montauban; the northeast line of the townships of Montauban, Chavigny and Marmier; part of the north line of seigneurie Perthuis to a point situated at a distance of nine hundred and ninety-seven and seventy-nine-hundredths metres (997,79 m) from the dividing line between the said seigniory and the township of Bois, that point being situated on one of the present boundaries of the Portneuf wildlife sanctuary; then, along the present boundaries of the said sanctuary, azimuth 332°50', two and six hundred and twenty-two-thousandths kilometres (2,622 km) to the south edge of the right-of-way of the road leading to Rivière-du-Milieu;

thence southwesterly, the said right-of-way to the intersection with the east edge of the right-of-way of the road leading to lac Jumeau, an approximate distance of two and nineteen-hundredths kilometres (2,19 km); thence azimuth 315°00', four and two hundred and sixty-four-thousandths kilometres (4,264 km); thence azimuth 271°30' to the dividing line between the townships of Hackett and Lapeyrère; thence azimuth 339°15', five and five hundred and fifty-one-thousandths kilometres (5,551 km); thence azimuth 3°10', three and one hundred and thirty-eight-thousandths kilometres (3,138 km); thence azimuth 21°25', five and eight hundred and seventy-three-thousandths kilometres (5,873 km); thence azimuth 6°15', four and nine hundred and seven-thousandths kilometres (4,907 km); thence azimuth 48°35', three and two hundred and ninety-eight-thousandths kilometres (3,298 km); thence azimuth 344°35', four and one hundred and eighty-four-thousandths kilometres (4,184 km); thence azimuth 45°00', two and eight hundred and sixteen thousandths kilometres (2,816 km); thence azimuth 180°40', one and seven hundred and seventy-thousandths kilometres (1,770 km); thence azimuth 127°15', four and five hundred and seven-thousandths kilometres (4,507 km); thence azimuth 179°00', six and thirty-five-thousandths kilometres (6,035 km); thence azimuth 92°00', four and one hundred and eighty-four-thousandths kilometres (4,184 km); thence azimuth 139°50', one and six hundred and ninety-thousandths kilometres (1,690 km); thence azimuth 34°15', three and one hundred and thirty-eight-thousandths kilometres (3,138 km); thence azimuth 116°20', two and eight hundred and sixteen-thousandths kilometres (2,816 km); thence azimuth 91°20' to the median line of the rivière Batiscan; then leaving the present boundaries of the Portneuf wildlife sanctuary, the median line of the said river upstream and the median line of the rivière aux Éclairs; the southeast shore of lac Batiscan and the northeast boundary of the township of Neilson and of fief Hubert; the northwest boundary and part of the southwest boundary of the cadastre of the parish of Saint-Gabriel-de-Valcartier to the southeast line of the township of Gosford; part of the said southeast line, namely to the northeast line of lot 757-2 of the cadastre of the parish of Sainte-Catherine; with reference to that cadastre, the northeast line and part of the southeast line of the said lot 757-2, namely to the extension of the dividing line between lots 10 and 11 of range I of the township of Gosford of the cadastre of the parish of Saint-Raymond; the said extension of the said dividing line between the lots into lot 757 to its intersection with the extension of the dividing line between and Onzième and Douzième concessions; the said extension; part of the southwest line of lot 757 to the dividing line between Neuvième and Dixième concessions; part of the said dividing line between the concessions, namely to the southwest side of a road bounding lot 545-A to the

northeast; the southwest side of the said road and the southeast line of lots 545-A and 544-A; part of the northeast line and the southeast line of lot 543-A-1; the southeast line of lot 543-A-2; part of the dividing line between lots 542 and 543, namely to the northwest side of the right-of-way of the Canadian National Railway Company railroad; the northwest side of the said right-of-way westerly and southwesterly to the dividing line between lots 538 and 539; the said dividing line between the lots and the southeast line of lots 538, 537, 536, 535-C, 535-B and 535-A; an irregular line separating the cadastre of the parish of Sainte-Catherine from the cadastres of the parishes of Saint-Raymond and Sainte-Jeanne-de-Neuveville; another irregular line separating the cadastre of the parish of Saint-Augustin from the parishes of Sainte-Jeanne-de-Neuveville and Pointe-aux-Trembles, the last section extended to the median line of the St. Lawrence River; the median line of the river upstream to the extension of the southwest boundary of the cadastre of the parish of Grondines; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the towns of Donnacona, Lac-Sergent, Portneuf and Saint-Raymond; the villages of Deschambault, Neuville, Pont-Rouge, Saint-Alban, Saint-Basile-Sud, Saint-Charles-des-Grondines and Saint-Marc-des-Carières; the parishes of Notre-Dame-de-Portneuf, Pointe-aux-Trembles, Saint-Alban, Saint-Basile, Saint-Casimir, Saint-Charles-des-Grondines, Sainte-Christine, Saint-Gilbert, Saint-Joseph-de-Deschambault, Saint-Raymond and Saint-Thuribe; the municipalities of Cap-Santé, Rivière-à-Pierre, Saint-Casimir, Sainte-Jeanne-de-Pont-Rouge, Saint-Léonard-de-Portneuf and Saint-Ubalde. It also includes part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 11 September 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 34

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF PORTNEUF

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec

(1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made pursuant to section 48 of the Act;

WHEREAS pursuant to section 48 of the Act, a recommendation was made to amend the letters patent of the regional county municipality of Portneuf that came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 1579-88, dated 19 October 1988, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Portneuf are amended:

(1) by inserting the following after the fifth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present representing the majority of the population of the concerned municipalities. Notwithstanding the foregoing, the warden is elected by the vote of the absolute majority of the members.”;

2) by substituting the following for the seventh paragraph of the provisions:

“An administrative committee is established by these letters patent; it consists of seven members including the warden, and six other members; the six members shall be appointed by resolution of the members of the council of the regional county municipality. The appointments shall take into account the following territorial representation: two members shall be selected in each of the three following geographical districts:

— West district: comprising the following municipalities:

- Village of Deschambault
- Parish of Saint-Joseph-de-Deschambault
- Parish of Saint-Gilbert
- Village of Saint-Marc-des-Carières
- Municipality of Grondines
- Village of Saint-Alban
- Parish of Saint-Alban
- Parish of Saint-Casimir

- Municipality of Saint-Casimir
- Parish of Saint-Thuribe
- Municipality of Saint-Ubalde

— Central district: comprising the following municipalities:

- Town of Donnacona
- Town of Portneuf
- Village of Saint-Basile-Sud
- Parish of Notre-Dame-de-Portneuf
- Parish of Pointe-aux-Trembles
- Parish of Saint-Basile
- Municipality of Cap-Santé
- Municipality of Neuville

— North district: comprising the following municipalities:

- Town of Lac-Sergent
- Town of Saint-Raymond
- Village of Pont-Rouge
- Parish of Sainte-Christine
- Parish of Saint-Raymond
- Municipality of Rivière-à-Pierre
- Municipality of Sainte-Jeanne-de-Pont-Rouge
- Municipality of Saint-Léonard-de-Portneuf

The rules of operation of the committee shall be those prescribed for an administrative committee established under the Municipal Code of Québec.”

SCHEDULE 35

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF RIMOUSKI-NEIGETTE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Rimouski-Neigette was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 858-82, dated 8 April 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Rimouski-Neigette".

The boundaries of the regional county municipality of Rimouski-Neigette are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rimouski-Neigette, dated 13 October 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Rimouski-Neigette shall be determined in the following manner:

- From 0 to 4 000 inhabitants: 1 vote;
- From 4 001 to 8 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 8 000 inhabitants but not exceeding 32 000 inhabitants shall have one additional vote per 4 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

- From 32 001 to 42 000 inhabitants: 9 votes;
- From 42 001 to 52 000 inhabitants: 10 votes.

The representative of any municipality having a population greater than 52 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

An administrative committee is established by these letters patent; it shall consist of five members including the warden, the deputy warden and three other members; the latter three shall be appointed by resolution from among the members of the council of the regional county municipality of Rimouski-Neigette. The appointments shall take into account, in respect of the total composition of the said committee, the following territorial representation: four members shall be from the councils of the municipalities forming part of the Rimouski, Neigette-Est, Neigette-Ouest and Neigette-Sud districts, designated hereafter in terms of one member per district; the other member shall be the warden of the council of the regional county municipality of Rimouski-Neigette. The Rimouski district comprises the town of Rimouski. The Neigette-Est district comprises the parish municipalities of Saint-Anaclet-de-Lessard, Sainte-Anne-de-la-Pointe-au-Père and the village of Rimouski-Est. The Neigette-Ouest district comprises the parish municipalities of Saint-Valérien, Saint-Eugène-de-Ladrière, Saint-Fabien and the municipality of Bic. The Neigette-Sud district comprises the parish municipalities of Sainte-Blandine, Sainte-Odile-sur-Rimouski, Saint-Narcisse-de-Rimouski, Saint-Marcellin, Trinité-des-Monts and the municipalities of Mont-Label and Esprit-Saint. The rules of operation of the committee shall be those applying to an administrative committee established under the Municipal Code.

The first sitting of the council of the regional county municipality of Rimouski-Neigette shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place at 105, rue Saint-Jean-Baptiste in Rimouski.

Mr. Charles Gosselin, a notary residing at 30, rue de L'Évêché Est in Rimouski, shall act as secretary-treasurer of the regional county municipality of Rimouski-Neigette until the end of the first sitting of the council.

The regional county municipality of Rimouski-Neigette succeeds the corporation of the county of Rimouski, as the county corporation has existed since 1 January 1982, and consequently, becomes the owner of the property of the county corporation; the records of the corporation of the county of Rimouski, as it has existed since 1 January 1982, shall be filed in the office of the secretary-treasurer of the regional county municipality of Rimouski-Neigette.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Rimouski is a part, as it has existed since 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for

each of the county corporations, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Rimouski-Neigette shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Rimouski, as it has existed since 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rimouski-Neigette shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Rimouski, as it has existed since 1 January 1982, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the corporation of the county of Rimouski, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Rimouski-Neigette shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Rimouski, as the county corporation has existed since 1 January 1982, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rimouski-Neigette shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Rimouski, as the county corporation has existed since 1 January 1982, the surplus shall

be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the real estate assessment for the 1981 fiscal year; where the surplus has been accumulated by reason of the territory referred to in article 27 of the Municipal Code, it remains in the regional county municipality to the benefit of the territory.

The officers and employees of the corporation of the county of Rimouski, as it has existed since 1 January 1982, continue their service as officers and employees of the regional county municipality of Rimouski-Neigette at the same salary, retain their seniority and remain in office until they resign or are replaced.

The council of the regional county municipality of Rimouski-Neigette shall collect the sums which, under the letters patent establishing the regional county municipality of Les Basques, are a charge on the municipalities situated on its territory or, if applicable, apportion the sums due under the letters patent among the municipalities.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Rimouski, as it has existed since 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF RIMOUSKI-NEIGETTE

The regional county municipality of Rimouski-Neigette comprises the territory delimited as follows: starting from the

intersection of the shore of the St. Lawrence River with the northeast boundary of the cadastre of the parish of Saint-Simon; thence successively, along the following lines and demarcations: with reference to that cadastre, part of the said northeast boundary to the median line of the waterway bounding lots 261 to 268 to the northwest; the median line of the waterway southwesterly to the dividing line between lots 253 and 270; the said dividing line between the lots; the northwest line of lots 270, 271 and 272; the dividing line between lots 272 and 273; an irregular line separating the cadastres of the parish of Saint-Mathieu from the cadastres of the parishes of Saint-Simon and Saint-Fabien, the last section of that line extending across an undivided part of seigneurie de Nicolas-Rioux, namely, to the northwest line of the township of Chénier; part of the said northwest line; the northeast line of the townships of Bédard, Biencourt and

Asselin; the Québec\New Brunswick border northerly and easterly to the meridian passing through a point situated on the extension of the dividing line between the townships of Flynn and Ouimet for a distance of twenty and one hundred and thirteen-thousandths kilometres (20,113 km) measured along the said extension from the southeast line of the township of Flynn; part of the said meridian; the extension and part of the dividing line between the townships of Flynn and Ouimet; with reference to the cadastre of the township of Ouimet, part of the dividing line between ranges I and II; the dividing line between lots 16B and 17 of range I; part of the line separating the township of Ouimet from the township of Neigette; with reference to the cadastre of the township of Neigette, the dividing line between lots 16 and 17 of range IX; part of the dividing line between lots 16 and 17 of range VIII and its extension to the median line of the rivière Neigette; the said median line downstream and skirting to the right the islands nearest to the left bank and to the left the islands nearest to the right bank to the extension of the dividing line between ranges III and IV; the said extension and part of the said dividing line between the ranges to the extension of the northeast line of lot 11 of range I; the said extension and the northeast line of the said lot; part of the southeast line, the northeast line and part of the north line of the cadastre of the parish of Sainte-Anaclet; the dividing line between lots 142 and 145 of the cadastre of the parish of Sainte-Luce and its extension to the median line of the St. Lawrence River; the said median line to the extension of the northeast boundary of the cadastre of the parish of Saint-Simon; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the town of Rimouski; the villages of Bic and Rimouski-Est; the parishes of Saint-Anaclet-de-Lessard, Sainte-Anne-de-le-Pointe-au-Père; Sainte-Blandine, Sainte-Eugène-de-Ladrière, Saint-Fabien, Saint-Marcellin, Saint-Narcisse-de-Rimouski, Saint-Odile-sur-Rimouski, Saint-Valérien and Trinité-des-Monts; the municipalities of Esprit-Saint and Mont-Label. It also includes the part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared by: JEAN FORTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 13 October 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 36

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF RIVIÈRE-DU-LOUP

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Rivière-du-Loup was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3242-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Rivière-du-Loup".

The boundaries of the regional county municipality of Rivière-du-Loup are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rivière-du-Loup, dated 13 October 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The representative of a municipality on the council of the regional county municipality of Rivière-du-Loup shall have one vote for the first 5 999 inhabitants or less of the municipality; the representative of any municipality having a population greater than 5 999 inhabitants but less than 12 001 inhabitants shall have one addi-

tional vote per 2 000 inhabitants of the municipality, determined in the following manner:

- From 6 000 to 8 000 inhabitants: 1 additional vote;
- From 8 001 to 10 000 inhabitants: 2 additional votes;
- From 10 001 to 12 000 inhabitants: 3 additional votes;

The representative of a municipality having a population between 12 001 and 20 000 inhabitants shall have five votes; lastly, the representative of a municipality whose population exceeds 20 000 inhabitants shall have, in addition to the five votes he already has, one additional vote per 5 000 inhabitants or less of the municipality; in addition, a right of veto shall be granted to the representative of the town of Rivière-du-Loup.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

An administrative committee is established by these letters patent; it shall consist of five members including four representatives from the rural municipalities appointed by resolution of the council and the other representative shall be from the town of Rivière-du-Loup.

The first sitting of the council of the regional county municipality of Rivière-du-Loup shall be held on the second juridical Thursday following the coming into force of the letters patent. It shall take place at the town hall of the town of Rivière-du-Loup.

Ms. Jeanne-D'Arc Ouellet, Secretary-Treasurer of the corporation of the county of Rivière-du-Loup, shall act as secretary-treasurer of the regional county municipality of Rivière-du-Loup until the end of the first sitting of the council.

The regional county municipality of Rivière-du-Loup succeeds the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, and consequently, becomes the owner of the movable property of the county corporation; the records of the corporation of the county of Rivière-du-Loup shall be filed in the office of the secretary-treasurer of the regional county municipality of Rivière-du-Loup.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Rivière-du-Loup is a part, as it exists on 1 April 1981, shall continue to be borne by the aggregate

of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Rivière-du-Loup shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rivière-du-Loup shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the municipalities comprised in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Rivière-du-Loup shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rivière-du-Loup shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, the surplus shall be apportioned among

each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code for each of the county corporations, it remains in the regional county municipality to the benefit of the territory.

The council of the regional county municipality of Rivière-du-Loup shall collect the sums that are, under the letters patent that established the regional county municipality of Les Basques, a charge on the municipalities situated on its territory or, as the case may be, apportion among the municipalities the sums owed under the letters patent.

The officers and employees of the corporation of the county of Rivière-du-Loup, as it exists on 1 April 1981, continue their service as officers and employees of the regional county municipality of Rivière-du-Loup at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Rivière-du-Loup, as it exists on 1 January 1981, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF RIVIÈRE-DU-LOUP

The regional county municipality of Rivière-du-Loup comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River with the northeast line of the cadastre of the parish of Saint-André; thence successively, along the following lines and demarcations: an irregular line separating the cadastres of the parishes of Saint-André and Saint-Alexandre from the cadastres of the parishes of Notre-Dame-du-Portage and Saint-Antonin; part of the northwest line of the township of Parke; part of the southwest line, the southeast line and part of the northeast line of the township of Whitworth; part of the south line of range IV and the south line of range V of the township of Demers; with reference to the cadastre of that township, part of the dividing line between ranges V and VI to the dividing line between lots 22 and 23 of range VI; the said dividing line between the lots and part of the dividing line between ranges VI and VII northeasterly to the southwest line of the township of Hocquart; part of the southwest and southeast lines of the said township to the

northeast line of lot 25 of range VII Lac Témiscouata of the cadastre of seigneurie de Madawaska; with reference to that cadastre, the said northeast line and part of the northeast line of lot 25 of range VIII Lac Témiscouata; the southeast line of lot 50 of range A Lac Témiscouata; the southwest side of road number 293 southeasterly and its extension to the median line of lac Témiscouata; the median line of the said lake, of the rivière Ashberish, of lac Les Sept-Lacs and of the rivière des Trois-Pistoles to the extension of the dividing line between ranges A and V of the cadastre of the township of Raudot; with reference to that cadastre, the said extension and the said dividing line between the ranges; an irregular line separating range IV from ranges A and III to the dividing line between lots 48 and 49 of range III; the said dividing line between the lots; part of the dividing line between ranges II and III; the dividing line between lots 44 and 45 of range II; part of the dividing line between ranges I and II; the dividing line between lots 43 and 44 of range I; part of the southeast line of the township of Bégon extended to the median line of the rivière des Trois-Pistoles; the median line of the said river southeasterly to the extension of the dividing line between lots 6 and 7A of range A of the cadastre of the township of Hocquart; with reference to that cadastre, the said extension and the dividing line between the lots; the line separating lot 7A from lots 6B and 6A of range B; the dividing line between ranges I and II; part of the southwest line of the township of Hocquart; part of the southwest line of the township of Viger and in that township, the dividing line between lots 45 and 46 of range IX and part of the dividing line between lots 45 and 46 of range VIII to the median line of the rivière Mariakèche; the median line of the said river northerly to the northeast line of the cadastre of the township of Denonville; that northeast line and part of the northwest line of the said cadastre to the dividing line between lots 732 and 733 of the cadastre of the parish of Saint-Jean-Baptiste-de-l'Isle-Verte; with reference to that cadastre, the said dividing line between the lots and the dividing line between lots 490 and 491; the northwest line of lots 490, 489, 488 and 487; part of the northeast and southeast lines of that cadastre, namely, to the dividing line between lots 34 and 35; the said dividing line between the lots; the northwest line of lots 34 and 32; the dividing line between lots 30 and 31; the northwest line of lots 30, 27, 23, 21, 20, 19, 18, 16 and 14, that last line extended across lot 11 to the dividing line between lots 10 and 11; an irregular line separating lot 10 from lots 11, 9 and 4; the southeast line of lots 4, 3, 2 and 1; the northeast line of lot 1 and its extension to the median line of the St. Lawrence River, that line skirting to the northeast all the islands forming part of the cadastre of the parish of Saint-Jean-Baptiste-de-l'Isle-Verte; the median line of the river upstream and skirting to the southeast île Blanche, île aux Lièvres and île du Pot à l'Eau-de-Vie to the

northeast extremity of lot 548 of the cadastre of the parish of Saint-André; lastly, the said northeast line and its extension southeasterly to the starting point.

The regional county municipality comprises the following municipalities: the city of Rivière-du-Loup; the villages of L'Isle-Verte and Saint-Georges-de-Cacouna; the parishes of Notre-Dame-des-Sept-Douleurs, Notre-Dame-du-Portage, Saint-Antonin, Saint-Arsène, Saint-Épiphanie, Saint-Georges-de-Cacouna, Saint-Hubert, Saint-Modeste, Saint-Paul-de-la-Croix and Saint-Patrice-de-la-Rivière-du-Loup; the municipalities of Saint-Cyprien, Saint-François-Xavier-de-Viger and Saint-Jean-Baptiste-de-l'Isle-Verte. It also includes the unorganized territories enclosed within the boundaries described above as well as part of the St. Lawrence River.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 13 October 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 37

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF RIVIÈRE-DU-LOUP

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made by the Commission municipale du Québec pursuant to section 50 of the Act;

WHEREAS, following the recommendations of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Rivière-du-Loup that came into force on 1 January 1982;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council number 267-89, dated 1 March 1989, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Rivière-du-Loup are amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Rivière-du-Loup shall have one vote for the first 1 500 inhabitants or less of the municipality and one additional vote per 1 500 inhabitants.”;

(2) by inserting the following after the fourth paragraph of the provisions:

“Subject to articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of two-thirds of the members.

The following decisions shall be taken by the majority vote of two-thirds of the members present:

— those respecting the exercise of a jurisdiction by the regional county municipality under article 10 of the Municipal Code of Québec in respect of which article 10.1 of the said Code applies as well as those respecting the adoption of the budget related thereto;

— those respecting the exercise of a jurisdiction by the regional county municipality under article 678.0.1 of the Municipal Code of Québec as well as those respecting the adoption of the budget related thereto.”.

SCHEDULE 38

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF ROBERT-CLICHE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Robert-Cliche was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3243-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Robert-Cliche".

The boundaries of the regional county municipality of Robert-Cliche are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Robert-Cliche, dated 3 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Robert-Cliche shall be determined in the following manner:

- From 0 to 10 000 inhabitants: 1 vote;
- From 10 001 to 20 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 20 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Robert-Cliche shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at the centre culturel of the town of Beauceville.

Mr. Héliodore Rodrigue, 277, avenue Saint-Lambert, Beauceville, shall act as secretary-treasurer of the regional county municipality of Robert-Cliche until the end of the first sitting of the council.

The regional county municipality of Robert-Cliche succeeds the corporation of the county of Beauce and, consequently, becomes the owner of the movable and immovable property of the county corporation; the records of the corporation of the county of Beauce shall be filed in the office of the secretary-treasurer of the regional county municipality of Robert-Cliche.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Beauce is a part shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Robert-Cliche shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Beauce or the corporation of the county of Dorchester shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Robert-Cliche shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Beauce or the corporation of the county of Dorchester, shall be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the county corporations, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Robert-Cliche shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Beauce or the corporation of the county of Dorchester, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code for each of the county corporations or by each of the

municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Robert-Cliche shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Beauce or the corporation of the county of Dorchester, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code for each of the county corporations, it remains in the regional county municipality to the benefit of the territory.

The officers and employees of the corporation of the county of Beauce continue their service as officers and employees of the regional county municipality of Robert-Cliche at the same salary, retain their seniority and remain in office until they resign or are replaced.

The proceeds from the rental of the building situated at 277, avenue Lambert in the town of Beauceville shall be apportioned among each of the municipalities that formed part of the corporation of the county of Beauce in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code. The apportionment shall be carried out over a period of three years starting from the date on which these letters patent come into force.

If the regional county municipality of Robert-Cliche decides to sell the movable or immovable property of the corporation of the county of Beauce, the proceeds of the sale shall be apportioned among each of the municipalities that formed part of the county corporation prior to the coming into force of these letters patent, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code. Prior to the sale, the regional county municipality shall consult the said municipalities regarding the expediency thereof.

Notwithstanding the foregoing, the movables of the assessment section of the corporation of the county of Beauce shall not be covered by the compensation provided for in the preceding paragraph so long as the first annual assessment role referred to in section 503 of Chapter 72 of the Statutes of 1979 has not been filed for

all the municipalities that formed part of the territory of the corporation of the county of Beauce.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Beauce or the corporation of the county of Dorchester remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF ROBERT-CLICHE

The regional county municipality of Robert-Cliche comprises the territory delimited as follows: starting from the north corner of lot 40 of the cadastre of the township of Cranbourne: thence successively, along the following lines and demarcations: with reference to that cadastre, the northeast line of lots 40, 120, 185, 202, 313, 352, 443, 491, 571 and 619 to 623; part of the dividing line between ranges X and XI southwesterly and part of the southwest line of the township of Cranbourne; with reference to the cadastre of the parish of Saint-François, the northwest line of lots 820, 774, 697, 567, 566, 565, 564 and 563; the northeast line of lot 562; the north line of lots 393, 394 and 395; the median line of the road bounding lot 395 to the southeast; the median line of another road bounding range Saint-Charles to the southwest, to the extension of the southeast line of lot 228; the said extension and an irregular line separating lots 233, 235 and 1636 from lots 228, 230, 234, 232 and 1635; a broken line bounding Premier rang Sud-Ouest to the southwest; the northwest line of lots 1781, 1782, 1783 and 1784; a broken line bounding range Saint-Joseph to the west and southwest; part of the southeast line of concession Saint-Jean; the southwest line of lots 2294, 2226 and 2225; part of the southeast line of concession Saint-Guillaume Nord-Ouest; the median line of the road bounding lots 2206 and 2145 to the southwest, to the extension of the dividing line between lots 143 and 144 of range I of the cadastre of the parish of Saint-Victor-de-Tring; with reference to that cadastre, the said extension and the said dividing line between the lots; part of the dividing line between ranges I and II southeasterly; the northwest line of lots 167 and 418; part of the dividing line between ranges III and IV southeasterly; the southeast line of lot 427; part of the dividing line between ranges IV and V; the southeast line of lot 630; part of the dividing line between ranges V and VI; the southeast line of lot 670; part of the dividing line between ranges VI and VII of the township of Tring; the southeast line of the northwest half of lot 708; part of the dividing line between ranges V and VI; part of the southeast line of the town-

ship of Broughton and part of the dividing line between ranges III and IV of that township; an irregular line separating the cadastres of the parish of Saint-Séverin from the cadastres of the townships of Broughton and Leeds and from the parishes of Saint-Sylvestre and Saint-Elzéar; part of the southwest and southeast lines of the cadastre of the parish of Sainte-Marie; part of the dividing line between the cadastres of the parishes of Saint-Frédéric and Saint-Joseph; with reference to the cadastre of the parish of Saint-Joseph, the southeast line of lot 35 extended to the median line of the rivière Chaudière; the median line of the said river upstream to the extension of the southeast line of lot 718; the said extension and the southeast line of lots 718, 719 and 723; part of the southwest line and the southeast line of lot 724; the northeast line of lots 724, 725B, 725A and 725; the east line of lots 733, 748, 749, 750, 759 and 760; the northwest line of lots 796 and 796A; the southwest line of lots 1134, 1133, 1132 and 1130 moving downwards to lot 1120; part of the southeast line of lot 1120 and the southwest line of lot 1107; the southeast line of lot 1107 and part of the southeast line of lot 1106; the northeast side of the road situated between Saint-Jean and Sainte-Marie concessions; the southeast line of lot 1073 and its extension across lot 1086; the southeast line of lot 1266; part of the southwest line of the cadastre of the parish of Saint-Édouard-de-Frampton and with reference to that cadastre, the northwest line of lot 98 and part of the dividing line between ranges I and II southeasterly; lastly, part of the north line of the township of Cranbourne northeasterly to the starting point.

The regional county municipality comprises the following municipalities: the towns of Beauceville and Saint-Joseph-de-Beauce; the villages of Saint-Victor and Tring-Junction; the parishes of Saint-Frédéric, Saint-Joseph-de-Beauce, Saint-Jules, Saint-Odilon-de-Cranbourne and Saint-Séverin; the municipalities of Saint-Alfred, Saint-François-de-Beauce, Saint-François-Ouest, Saint-Joseph-des-Érables and Saint-Victor-de-Tring.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 3 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 39

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF ROBERT-CLICHE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q. c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Robert-Cliche were published in the *Gazette officielle du Québec* of 30 December 1981 and came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2384-82, dated 20 October 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Robert-Cliche, which came into force on 1 January 1982, are amended by substituting the following for the fifteenth paragraph of the provisions:

"The rental income from the building situated at 111, 107^e Rue de la Station in the town of Beauceville shall be apportioned among each of the municipalities that formed part of the corporation of the county of Beauce in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code. The apportionment shall be carried out over a period of three years starting from the date on which these letters patent come into force."

SCHEDULE 40

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF ROBERT-CLICHE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q. c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify

the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act;

WHEREAS the letters patent establishing the regional county municipality of Robert-Cliche came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 375-85, dated 27 February 1985, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Robert-Cliche, which came into force on 1 January 1982 and which were amended by letters patent that came into force on 24 November 1982, are amended by substituting the the following for the sixteenth and seventeenth paragraphs:

“The value of the immovable situated at 111, 107^e Rue de la Station in Beauceville is established at \$ 95 000. One aliquot share of the value shall be paid, as compensation, to the municipalities that formed part of the corporation of the county of Beauce; the aliquot share shall be equal to the proportion of the standardized assessment of the municipalities as defined in paragraph 37 of article 25 of the Municipal Code with respect to the standardized assessment, as defined in the same article, of the entire territory of the corporation of the county of Beauce. The municipalities comprised in the territory of the regional county municipality of Robert-Cliche shall pay, as compensation, one aliquot share of the same value to the said regional county municipality; the aliquot share shall be equal to the proportion of the standardized assessment of the municipalities as defined in paragraph 37 of article 25 of the Municipal Code with respect to the standardized assessment, as defined in the same article, of all the municipalities comprised within the boundaries of the regional county municipality of Robert-Cliche.”

SCHEDULE 41

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF ROUVILLE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Rouville was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2611-81, dated 23 September 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Rouville”.

The boundaries of the regional county municipality of Rouville are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rouville, dated 11 September 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Rouville shall be determined in the following manner:

- From 0 to 10 000 inhabitants: 1 vote;
- From 10 001 to 20 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 20 000 inhabitants shall have one additional vote per 10 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; in addition, a right of veto shall be granted to the representative of the town of Marieville and the representative of the parish of Saint-Paul-d'Abbotsford.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance

with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Rouville shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place in the town of Marieville.

Ms. Rita Rondeau, Secretary-Treasurer of the corporation of the county of Rouville, shall act as secretary-treasurer of the regional county municipality of Rouville until the end of the first sitting of the council.

The regional county municipality of Rouville succeeds the corporation of the county of Rouville and, consequently, becomes the owner of the movable and immovable property of the county corporation; the records of the corporation of the county of Rouville shall be filed in the office of the secretary-treasurer of the regional county municipality of Rouville.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Rouville is a part shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Rouville shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Rouville shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Rouville shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Rouville shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the corporation of the county of Rouville, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Rouville shall collect sums thus owed

and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Rouville, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rouville shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Rouville, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code.

The officers and employees of the corporation of the county of Rouville continue their service as officers and employees of the regional county municipality of Rouville at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Rouville remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF ROUVILLE

The regional county municipality of Rouville comprises the territory delimited as follows: starting from the intersection of the median line of the rivière Richelieu with the extension of the northeast line of the cadastre of the parish of Saint-Mathias; thence along the following lines and demarcations: the said extension and part of the said northeast line to the dividing line between des Étangs and des Trente ranges of the cadastre of the parish of Saint-Hilaire; with reference to that cadastre, part of the said dividing line between the ranges to the northeast line of lot 435; part of the said northeast line to the southeast side of chemin des Étangs; the southeast side of the said road northeasterly and easterly to the southeast line of lot 415; an irregular line separating the cadastre of the parish of Saint-Jean-Baptiste from the

cadastres of the parishes of Saint-Hilaire, Sainte-Madeleine and Saint-Damase; part of the dividing line between the cadastres of the parishes of Saint-Césaire and Saint-Damase to the southeast angle of lot 410 of the cadastre of the parish of Saint-Damase; with reference to that cadastre, part of the west line of range Vingt de Corbin; the northeast line of lots 355, 354, 353 and 303; an irregular line separating the cadastres of the parishes of Saint-Césaire and Saint-Paul-d'Abbotsford from the cadastres of the parishes of Saint-Damase and Saint-Pie; the east line of the cadastres of the parishes of Saint-Paul-d'Abbotsford and l'Ange-Gardien; the southwest line of the cadastre of the parish of l'Ange-Gardien; an irregular line separating the cadastre of the parish of Saint-Césaire from the cadastres of the parishes of Saint-Romuald-de-Farnham-Ouest and Sainte-Brigide to the southwest line of lot 232 of the cadastre of the parish of Sainte-Brigide; with reference to that cadastre, part of the southwest line of lot 232 and the north line of lot 449; the median line of a road bounding lots 243, 244, 245, 215 and 216 to the northeast; an irregular line separating the cadastres of the parishes of Sainte-Brigide, Saint-Grégoire and Saint-Athanase from the cadastres of the parishes of Sainte-Angèle, Sainte-Marie-de-Monnoir and Notre-Dame-de-Bonsecours, the last section extended to the median line of the rivière Richelieu; lastly, the median line of the rivière Richelieu downstream to the starting point.

The regional county municipality comprises the following municipalities: the towns of Marieville, Richelieu and Saint-Césaire; the villages of Ange-Gardien and Rougemont; the parishes of Notre-Dame-de-Bonsecours, Saint-Ange-Gardien, Sainte-Angèle-de-Monnoir, Saint-Césaire, Saint-Jean-Baptiste, Sainte-Marie-de-Monnoir, Saint-Mathias, Saint-Michel-de-Rougemont and Saint-Paul-d'Abbotsford.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 11 September 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 42

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF ROUYN-NORANDA

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional

county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Rouyn-Noranda was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 541-81, dated 25 February 1981, amended by Order in Council number 761-81, dated 11 March 1981, We have decreed and ordered and, by these letters patent, which shall come into force on the date of their publication in the *Gazette officielle du Québec*, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Rouyn-Noranda" and modifying the territories of the county corporations of Témiscamingue and Abitibi.

The regional county municipality is designated under the French name of "Municipalité régionale de comté de Rouyn-Noranda".

The boundaries of the regional county municipality of Rouyn-Noranda are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rouyn-Noranda, dated 5 March 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The new boundaries of the corporation of the county of Témiscamingue are those that existed for the county prior to the coming into force of these letters patent, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rouyn-

Noranda, dated 5 March 1981, appearing as Schedule A to these letters patent, less the portion of the territory that formed part of the corporation of the county of Abitibi prior to the coming into force of these letters patent and which is comprised within the boundaries described in Schedule A to these letters patent.

The new boundaries of the corporation of Abitibi are those that existed for the county prior to the coming into force of these letters patent, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Rouyn-Noranda, dated 5 March 1981, appearing as Schedule A to these letters patent, less the portion of the territory that formed part of the corporation of the county of Témiscamingue prior to the coming into force of these letters patent and which is comprised within the boundaries described in Schedule A to these letters patent.

The representative of a municipality on the council of the regional county municipality of Rouyn-Noranda shall have one vote for the first 30 000 inhabitants or less of the municipality and one additional vote per 30 000 inhabitants; in addition, a right of veto shall be granted to the representative of the town of Rouyn on the council of the regional county municipality of Rouyn-Noranda.

In accordance with the Act, the Government may amend the contents of these letters patent, including the provision respecting representation on the council of the regional county municipality of Rouyn-Noranda.

For the purpose of these letters patent, the population of a municipality shall be that indicated in the last census taken for the whole of Québec or of the municipality and recognized as valid for that purpose, in accordance with article 16*a* of the Municipal Code and section 7 of the Cities and Towns Act (R.S.Q., c. C-19), as the case may be.

The first sitting of the council of the regional county municipality of Rouyn-Noranda shall be held on the second juridical Thursday 45 days after the coming into force of the letters patent; it shall take place in the town of Rouyn.

Mr. Claude Arcand, Secretary-Treasurer of the municipality of Saint-Joseph-de-Cléricky, shall act as secretary-treasurer of the regional county municipality of Rouyn-Noranda until the end of the first sitting of the council.

An inventory of all the movable and immovable property of the corporation of the county of Témiscamingue,

as it existed prior to the coming into force of these letters patent, shall be made within six months of the coming into force.

The conditions of the division of powers, rights and obligations of the regional county municipality of Rouyn-Noranda, the corporation of the county of Témiscamingue, the corporation of the county of Abitibi, the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Rouyn-Noranda, shall be determined according to the following mechanism:

(a) 1. the warden and the secretary-treasurer of the regional county municipality of Rouyn-Noranda, as well as the warden and secretary-treasurer of the regional county municipality of Témiscamingue, to be established by letters patent following Orders in Council number 542-81, dated 25 February 1981, and number 762-81, dated 11 March 1981, shall draw up a report to be sent to the Minister of Municipal Affairs within six months following the coming into force of these letters patent determining the conditions of the division of powers, rights and obligations of the corporation of the county of Témiscamingue, the regional county municipality of Rouyn-Noranda in respect of the corporation of the county of Témiscamingue, the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Rouyn-Noranda in respect to the corporation of the county of Témiscamingue;

2. a committee composed of the mayors of each of the municipalities forming part of the corporation of the county of Abitibi, as it existed prior to the coming into force of these letters patent, shall draw up a report to be sent to the Minister of Municipal Affairs within six months following the coming into force of these letters patent and determining the conditions of the division of the powers, rights and obligations of the corporation of the county of Abitibi, of the regional county municipality of Rouyn-Noranda in respect of the corporation of the county of Abitibi, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Rouyn-Noranda in respect of the corporation of the county of Abitibi;

(b) the Minister of Municipal Affairs shall approve the reports, with or without amendment, and the approval may be partial or limited;

(c) the contents of the reports thus approved by the Minister of Municipal Affairs shall be included in an amendment to these letters patent.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and

other acts of the county corporations of Témiscamingue and Abitibi remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF ROUYN-NORANDA

The regional county municipality of Rouyn-Noranda comprises the territory delimited as follows: starting from the intersection of the north line of the township of Montbray and the Québec/Ontario border; thence successively, along the following lines and demarcations: the north line of the townships of Montbray and Duprat; part of the north line of the township of Dufresnoy to the west line of the township of Destor; part of the west line of the township of Destor to the dividing line between ranges IX and X of the said township; part of that dividing line between the ranges to the extension of the dividing line between lots 15 and 16 of range I of the cadastre of the township of Poularies; that extension to the north line of the township of Destor; part of the north line and part of the east line of the township of Destor to the dividing line between ranges VIII and IX of the cadastre of the township of Aiguebelle; with reference to the cadastre of that township, part of the irregular line separating the said ranges VIII and IX to the dividing line between lots 44 and 45 of range IX; the said dividing line between the lots and its extension to the median line of lac Lois; the median line of the said lake in easterly and northeasterly directions and skirting islands numbers 16, 17, 19 and 20 to the north to the dividing line between the townships of Aiguebelle and Privat; that dividing line between the townships and the east line of the township of Aiguebelle; part of the north line of the township of La Pause to the dividing line between lots 31 and 32 of range X of the cadastre of that township; the dividing line between lots 31 and 32 of ranges X, IX, VIII, VII and VI, 31B and 32B of range V, 31A and 32A of range V and 31 and 32 of ranges IV, III, II and I of the said cadastre, the lines extended across the roads and waterways found there; part of the median line of the township of Bousquet to the third milliary post on that line; an astronomical easterly line to the dividing line between the townships of Bousquet and Cadillac; part of the said dividing line between the townships northerly and extended to the median line of lac Preissac; the median line of lac Preissac to the extension of the dividing line between lots 37 and 38 of range IV of the cadastre of the township of Preissac; the said extension and the said dividing line between the lots in ranges IV, III, II and I of the said township; with reference to the cadastre of the township of Cadillac, the dividing line between lots 37 and 38 of range X and its extension across range IX; the dividing line between lots 37 and

38 of range VIII; a straight line across an undivided part of the township and lot 38 of range VI to the vertex of the northeast angle of lot 37-1 of range VI; the east line of lots 37-1, 36-1 and 36-2 of range VI and 44-1, 43-1 and 42-1 of range V; the south line of lot 42-1 of range V and the west line of lots 41, 40, 39, 38, 37 and 36 of the said range V; the west line of lots 44B and 43 of range IV; part of the south line of lot 43 of range IV to the west bank of the rivière Héva; an astronomical southerly straight line across an undivided part of the township to the dividing line between the townships of Cadillac and Surimau; a straight line in the township of Surimau to the intersection of the east side of chemin Cadillac-Rapide-Sept and the north side of the extension of the road of 4e rang Ouest of the township of Fournière; the east side of chemin Cadillac-Rapide-Sept southerly to the north line of the township of Béraud; part of the north line and the east line of the township of Béraud; the east and south lines of the township of Landanet; the south and west lines of the township of Chabert; part of the west line of the township of Darlens to the dividing line between ranges II and III of the first survey of the township of Basserode; the said dividing line between the ranges westerly; the dividing line between ranges II and III of the cadastre of the township of Caire; part of the dividing line between ranges II and III of the cadastre of the township of Desandrouins to the dividing line between lots 39 and 40 of range II of the said township; the said dividing line between the lots in ranges II and I of that township; part of the south line of the townships of Desandrouins and Pontleroy to an east line, parallel and nine and sixty-five-hundredths kilometres (9,65 km) from the west line of the township of Pontleroy; the said parallel line northerly over a distance of 6,44 km; a straight line in an astronomical westerly direction to the west line of the said township; lastly, part of the said west line northerly and the west line of the township of Montbray to the starting point.

The regional county municipality comprises the following municipalities: the cities of Noranda and Rouyn; the town of Cadillac; the municipalities of Arntfield, Beaudry, Bellecombe, Cloutier, D'Alembert, Destor, Évain, Lac-Dufault, McWatters, Montbeillard, Rollet, Saint-Guillaume-de-Granada, Saint-Joseph-de-Clérycy and Saint-Norbert-de-Montbrun as well as unorganized territories.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 5 March 1981

GÉRARD TANGUAY,
Service Director

SCHEDULE 43**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF ROUYN-NORAND**

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Rouyn-Noranda were published in the *Gazette officielle du Québec* of 1 April 1981 and came into force on 1 April 1981;

WHEREAS under the said letters patent, the conditions of the division of the powers, rights and obligations of the regional county municipality of Rouyn-Noranda, of the corporation of the county of Témiscamingue, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Rouyn-Noranda, shall be determined by the warden and secretary-treasurer of the regional county municipality of Rouyn-Noranda, as well as by the warden and secretary-treasurer of the regional county municipality of Témiscamingue;

WHEREAS, pursuant to the said letters patent, the wardens and secretary-treasurers of the regional county municipalities of Rouyn-Noranda and Témiscamingue have drawn up the said report on 2 October 1981 and submitted the report on the same day to the Minister of Municipal Affairs for approval with or without amendment;

WHEREAS the contents of the said report approved by the Minister of Municipal Affairs shall be included in an amendment to the letters patent;

WHEREAS the Minister of Municipal Affairs amended and approved the said report on 28 January 1982;

Whereas it is expedient to amend accordingly the letters patent establishing the regional county municipality of Rouyn-Noranda to give effect to the said report;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 755-82, dated 31 March 1982, We have decreed and

ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

The conditions of the division of powers, rights and obligations of the regional county municipality of Rouyn-Noranda, of the corporation of the county of Témiscamingue, as it exists on 31 March 1981, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Rouyn-Noranda, shall be determined in the following manner:

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Témiscamingue is a part, as it exists on 31 March 1981, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or, if applicable, under section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Témiscamingue, as it exists on 31 March 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code for the 1981 fiscal period; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Témiscamingue, as it exists on 31 March 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code for the 1981 fiscal period; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Notwithstanding the preceding paragraph, any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Témiscamingue, as it exists on 31 March 1981, and which concerns the sale of an immovable due to a default in payment of taxes made under articles 726 and 753 of the Municipal Code, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the regional county municipality where the immovable is situated in respect of which the legal proceeding or transaction is made, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code for the 1981 fiscal period.

In the case of an accumulated debt of the corporation of the county of Témiscamingue, as it exists on 31 March 1981, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code for the 1981 fiscal period; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Témiscamingue, as it exists on 31 March 1981, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code for the 1981 fiscal period; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

Notwithstanding the preceding paragraph, the part of the accumulated surplus resulting from the contract respecting assessment shall not be apportioned among the municipalities, but shall be paid entirely to the regional county municipality of Témiscamingue to decrease the expenses related to the assessment contract.

The letters patent establishing the regional county municipality of Rouyn-Noranda that came into force on 1 April 1981 shall be amended accordingly.

SCHEDULE 44

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF ROUYN-NORANDA

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Rouyn-Noranda were published in the *Gazette officielle du Québec* of 1 April 1981 and came into force on 1 April 1981;

WHEREAS the letters patent were amended by letters patent that came into force on 5 May 1982 and published in the *Gazette officielle du Québec* on the same date;

WHEREAS it is expedient to further amend the letters patent establishing the regional county municipality of Rouyn-Noranda;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 2385-82, dated 20 October 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

The letters patent establishing the regional county municipality of Rouyn-Noranda, which came into force on 1 April 1981 and amended by the letters patent that came into force on 5 May 1982, are amended by inserting the following at the end of the provisions:

“The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Abitibi is a part, as it existed on 31 March 1981, shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code, or by each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of Chapter F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus

owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Abitibi, as it existed on 31 March 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Abitibi, as it existed on 31 March 1981, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Abitibi, as it existed on 31 March 1981, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of the territory referred to in article 27 of the Municipal Code or by each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Rouyn-Noranda shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Abitibi, as it existed on 31 March 1981, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code for 1981; where the surplus has been accumulated by reason of the territory referred to in article 27 of the said Code, it remains in the regional county municipality to the benefit of the territory.

Within three months following the coming into force of the letters patent establishing the regional county municipality of Abitibi, the regional county municipality of Abitibi, owner of the immovable property of the corporation of the county of Abitibi, as it has existed since 1 January 1982, shall:

(1) have a professional assessor establish the market value of the immovable situated at 571, 1^{re} Rue Est in Amos;

(2) fix the fair value of the immovable, taking into account the market value established in accordance with subparagraph 1;

(3) submit the value fixed under subparagraph 2 for the approval of the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;

(4) decide whether or not to sell the immovable, if at least two of the regional county municipalities mentioned in subparagraph 3 give their approval at least ten days before the expiry of the three-month period; if approval is not given, the regional county municipality of Abitibi shall sell the immovable.

In the case of a sale referred to in the preceding paragraph, the sale of the immovable shall be carried out within fifteen months following the coming into force of the letters patent establishing the regional county municipality of Abitibi. Prior to the sale, the regional county municipality of Abitibi shall have the sale price approved by at least two of the following regional county municipalities: Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest.

Proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Abitibi on 31 March 1981, in proportion to the contribution of each municipality for payment of the former courthouse situated at 101, 3^e Avenue Est, in Amos, between 1 January 1920 and 31 December 1945.

If the regional county municipality of Abitibi decided, when it had the option, not to sell the immovable situated at 571, 1^{re} Rue Est in Amos, one aliquot share of the value of the immovable approved in the manner prescribed above, shall be paid as compensation to the municipalities that formed part of the corporation of the county of Abitibi on 31 March 1981; the aliquot share shall be equal to the proportion of the contribution of each municipality for payment of the former courthouse situated at 101, 3^e Avenue Est in Amos, between 1 January 1920 and 31 December 1945.

Immovables situated in a territory referred to in article 27 of the Municipal Code that were acquired by the corporation of the county of Abitibi, as it existed on 31 March 1981, through default of payment of taxes, shall become the property of the regional county municipality in the territory in which the immovable is situated.

Within three months following the coming into force of the letters patent establishing the regional county municipality of Abitibi, the regional county municipality of Abitibi, owner of the movable property of the corporation of the county of Abitibi, as it has existed since 1 January 1982, shall:

- (1) have the market value of the movable property established;
- (2) fix the fair value of the immovable property, taking into account the market value established in accordance with subparagraph 1;
- (3) submit the value fixed under subparagraph 2 for the approval of the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;
- (4) decide whether or not to sell the movables, if at least two of the regional county municipalities mentioned in subparagraph 3 give their approval at least ten days before the expiry of the three-month period; if approval is not given, the regional county municipality of Abitibi shall sell the movable property.

In the case of a sale referred to in the preceding paragraph, the sale of the movable property shall be carried out within six months following the coming into force of the letters patent establishing the regional county municipality of Abitibi. Prior to the sale, the regional county municipality of Abitibi shall have the sale price approved by at least two of the following regional county municipalities: Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest. Proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Abitibi on 31 March 1981, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code of 1981 in respect of the standardized assessment as defined in the same article of 1981 for all the municipalities comprised in the territory of the corporation of the county of Abitibi, as it existed on 31 March 1981.

If the regional county municipality of Abitibi decided, when it had the option, not to sell the movable property, one aliquot share of the value of the movable property, approved in the manner prescribed above, shall be paid as compensation to the municipalities that formed

part of the corporation of the county of Abitibi on 31 March 1981; the aliquot share shall be equal to the proportion of the standardized assessment of each municipality as defined in paragraph 40 of article 16 of the Municipal Code of 1981 in respect of the standardized assessment as defined in that same article of 1981 for all the municipalities comprised in the territory of the corporation of the county of Abitibi, as it existed on 31 March 1981.

The officers and employees of the corporation of the county of Abitibi, as it exists on 1 January 1982, continue their service as officers and employees of the regional county municipality of Abitibi at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Abitibi, as it exists on 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed."

SCHEDULE 45

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF ROUYN-NORANDA

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under the same section, the Government may amend the letters patent;

WHEREAS the letters patent establishing the regional county municipality of Rouyn-Noranda came into force on 1 April 1981 and were amended by letters patent issued on 31 March 1982 and on 31 October 1982;

WHEREAS a petition for the amendment of the letters patent was made by the council of the regional county municipality;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 801-90, dated 13 June 1990, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Rouyn-Noranda are amended:

(1) by substituting the following for the sixth paragraph of the provisions:

“The representative of a municipality on the council of the regional county municipality of Rouyn-Noranda shall have one vote for the first 4 000 inhabitants or less of the municipality and one additional vote per 4 000 inhabitants or less up to a limit of 20 000 inhabitants. Where the population of a municipality exceeds 20 000 inhabitants, the representative shall have one additional vote.”;

(2) by inserting the following after the eighth paragraph of the provisions:

“Subject to the tenth paragraph, articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present.

The following decisions are taken by a majority vote of 65 % of all the members:

— those concerning the election of the warden;

— those concerning the adoption of the parts of the budget referred to in subparagraphs 2 and 3 of the second paragraph of article 975 of the Municipal Code of Québec.”.

SCHEDULE 46

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF SEPT-RIVIÈRES

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Sept-Rivières was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 539-81, dated 25 February 1981, We have decreed and ordered and, by these letters patent which shall come into force on the date of their publication in the *Gazette officielle du Québec*, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

These letters patent are issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Sept-Rivières” and modifying the territory of the corporation of the county of Saguenay.

The regional county municipality is designated under the French name “Municipalité régionale de comté de Sept-Rivières”.

The boundaries of the regional county municipality of Sept-Rivières are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Sept-Rivières, dated 6 February 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The new boundaries of the corporation of the county of Saguenay are those that existed for the county prior to the coming into force of these letters patent, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Sept-Rivières, dated 6 February 1981, appearing as Schedule A to these letters patent.

The representative of a municipality on the council of the regional county municipality of Sept-Rivières shall have one vote for the first 12 000 inhabitants or less and one additional vote per 12 000 inhabitants of the municipality.

In accordance with the Act, the Government may amend the contents of these letters patent, including the provision respecting representation within the regional county municipality of Sept-Rivières.

For the purpose of these letters patent, the population of a municipality shall be that indicated in the last census taken for the whole of Québec or of the municipality

and recognized as valid for that purpose, in accordance with articles 16a of the Municipal Code and section 7 of the Cities and Towns Act (R.S.Q., c. A-19.1), as the case may be.

The first sitting of the council of the regional county municipality of Sept-Rivières shall be held on the second juridical Tuesday following the thirty days from the coming into force of the letters patent. It shall take place in the municipality of Moisie.

Mr. Pierre Kennedy, 801, d'Astous, Hauterive, shall act as secretary-treasurer of the regional county municipality of Sept-Rivières until the end of the first sitting of the council.

The conditions of the division of the powers, rights and obligations of the regional county municipality of Sept-Rivières, of the corporation of the county of Saguenay, of the municipalities and the other persons affected directly or indirectly by the establishment of the regional county municipality of Sept-Rivières shall be determined according to the following mechanism:

(a) within six months following the coming into force of these letters patent, the advisory committee of zone 12 (Côte-Nord), established by Order in Council 1206-80, dated 28 April 1980, shall prepare a report to be forwarded to the Minister of Municipal Affairs determining the conditions of the division;

(b) the Minister of Municipal Affairs shall approve the report with or without amendment and the approval may be partial or restricted;

(c) the terms of the report as approved by the Minister of Municipal Affairs shall be contained in an amendment to these letters patent.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Saguenay remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF SEPT-RIVIÈRES

The regional county municipality of Sept-Rivières comprises the territory delimited as follows: starting from the intersection of the south line of the township of Cannon with the shore of the St. Lawrence River; thence successively, along the following lines and demarca-

tions: the south line and part of the west line of the township of Cannon; the north line and part of the west line of the township of Fafard; the northeast boundary of the township of Godbout to the 68° meridian of longitude west; that meridian northerly to the south line of the township of Jauffret; part of the south line of the township of Jauffret and the south line of the townships of Belle-Roche, Forgues, Villeray and Cormier; the east line of the townships of Cormier and Chevré; the south line of the townships of Bolduc and Ashini; the east line of the township of Ashini; the south line and the east line of the township of Laclède, the east line extended to the provincial boundary; that boundary in general northerly, southeasterly and easterly directions to the 65°30' meridian of longitude west; that meridian southerly to the northern boundary of the township of Charpeney; part of the northern and western boundaries of the township of Charpeney to a line situated to the northwest of and parallel to the northwest shore of the St. Lawrence River and passing through a point situated 9,66 km from the southern extremity of cap du Cormoran, a distance measured in an astronomical northerly direction; the said parallel line southwesterly to a line in an astronomical northerly direction whose starting point is the southern extremity of the said cape; the said line in an astronomical southerly direction and its extension to the median line of the St. Lawrence River; the median line of the river upstream to the 67° meridian of longitude west; that meridian northerly to its intersection with the extension of the south line of the township of Cannon; lastly, that extension to the starting point.

The regional county municipality comprises the following municipalities: the towns of De Grasse, Port-Cartier and Sept-Îles; the township of Letellier; the municipalities of Gallix, Moisie, Rivière-Pentecôte and Rivière-Pigou. It also includes the part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 6 February 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 47

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF SEPT-RIVIÈRES

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the

Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Sept-Rivières were issued on 25 February 1981 and came into force on 18 March 1981;

WHEREAS the conditions of the division of the powers, rights and obligations of the regional county municipality of Sept-Rivières, of the corporation of the county of Saguenay, of the municipalities and the other persons affected directly or indirectly by the establishment of the regional county municipality of Sept-Rivières shall, under the said letters patent, be determined by the advisory committee of zone 12 (Côte-Nord) established by Order in Council 1206-80, dated 28 April 1980;

WHEREAS pursuant to the said letters patent, the advisory committee of zone 12 (Côte-Nord) prepared the said report on 17 September 1981 and submitted it on the same day to the Minister of Municipal Affairs for approval, with or without amendment;

WHEREAS the terms of the said report as approved by the Minister of Municipal Affairs shall be contained in an amendment to the letters patent;

WHEREAS the Minister of Municipal Affairs amended the said report and approved it on 19 November 1981;

WHEREAS it is expedient, therefore, to amend the letters patent establishing the regional county municipality of Sept-Rivières in order to give effect to the said report;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council 3245-81, dated 25 November 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

(1) The conditions of the division of the powers, rights and obligations of the regional county municipality of Sept-Rivières, of the corporation of the county of Saguenay, as it existed on 17 March 1981, of the municipalities and the other persons affected directly or

indirectly by the establishment of the regional county municipality of Sept-Rivières shall be determined in the following manner:

“The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Saguenay is a part, as it existed on 17 March 1981, shall be borne by the owners of taxable immovables of the regional county municipality of La Haute Côte-Nord, which was established under the letters patent issued on 25 November 1981, which come into force on 1 January 1982. Notwithstanding the foregoing, the owners of the immovables of the municipality of the town of Forestville, which shall form part of the regional county municipality of La Haute Côte-Nord on the date on which the letters patent issued on 25 November 1981 come into force, shall not be obliged to pay the expenditures.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Saguenay, as it exists on 17 March 1981, shall be borne by the aggregate of owners of taxable immovables of the regional county municipality of La Haute Côte-Nord, which was established under the letters patent issued on 25 November 1981, which come into force on 1 January 1982. Notwithstanding the foregoing, the owners of the immovables of the municipality of the town of Forestville, which shall form part of the regional county municipality of La Haute Côte-Nord on the date on which the letters patent issued on 25 November 1981 come into force, shall not be obliged to pay the debt.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Saguenay, as it exists on 17 March 1981, shall be borne by the owners of taxable immovables of the regional county municipality of La Haute Côte-Nord, which was established pursuant to the letters patent issued on 25 November 1981, which come into force on 1 January 1982. Notwithstanding the foregoing, the owners of the immovables of the municipality of the town of Forestville, which shall form part of the regional county municipality of La Haute Côte-Nord on the date on which the letters patent issued on 25 November 1981 come into force, shall not contribute to the payment of the debt.

In the case of an accumulated debt of the corporation of the county of Saguenay, as it existed on 17 March 1981, the debt shall be borne by the owners of taxable immovables of the regional county municipality of La Haute Côte-Nord, which was established under the letters patent issued on 25 November 1981, which come into force on 1 January 1982. Notwithstanding the foregoing, the municipality of the town of Forestville, which

shall form part of the regional county municipality of La Haute Côte-Nord on the date on which the letters patent issued on 25 November 1981 come into force, shall not be obliged to pay the debt.

In the case of an accumulated surplus of the corporation of the county of Saguenay, as it exists on 17 March 1981, the surplus shall be paid into the general fund of the regional county municipality of La Haute Côte-Nord, which was established under the letters patent issued on 25 November 1981, which come into force on 1 January 1982. Notwithstanding the foregoing, the owners of taxable immovables of the municipality of the town of Forestville, which shall form part of the regional county municipality of La Haute Côte-Nord on the date on which the letters patent issued on 25 November 1981 come into force, may not benefit from the surplus.”

The letters patent establishing the regional county municipality of Sept-Rivières, which came into force on 18 March 1981, are amended accordingly.

(2) The letters patent are amended:

(a) by substituting the following for the third paragraph of the provisions:

The boundaries of the regional county municipality of Sept-Rivières are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Sept-Rivières, dated 17 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

(b) by substituting the following for the fourth paragraph:

The new boundaries of the corporation of the county of Saguenay are those which existed for the county prior to the coming into force of these letters patent, with the exception of the boundaries described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Sept-Rivières, dated 17 November 1981, appearing as Schedule A to these letters patent.

(c) by substituting the description appearing as Schedule A to these letters patent for the description appearing in Schedule A to the letters patent.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF SEPT-RIVIÈRES

The regional county municipality of Sept-Rivières comprises the territory delimited as follows: starting

from the intersection of the south line of the township of Cannon and the shore of the St. Lawrence River; thence successively, along the following lines and demarcations: the south line of the township of Cannon and its extension to the western boundary of the Côte-Nord Crown Lands; following the boundaries of the said Crown Lands, part of the said western boundary northerly, that boundary coinciding with the survey line established on the site by land-surveyors, Henri Bélanger in 1947, Paul Joncas and R.-H. Houde in 1928, Henri Bélanger in 1927 and J.-A.-L. Doyon and J.-Adrien Chalifour in 1926 and illustrated on the maps conserved among the archives of the service de l'Arpentage of the MER (S.F. 460-69-D. Ex. 103, S.F. 444-D and S.F. 421-D), to a line situated to the north of and near the 50°15' parallel of latitude north; the said line westerly to the east bank of the rivière Toulustoue; the east bank of the said river northerly, the east shore of lakes Bouffard, Fortin, Caron, Brûlé, Bardoux and Dechêne and the watershed line between the rivière Gobeil and the rivière Déchene to the survey line established on the site by land-surveyor, Roger Baron in 1971, and illustrated on the map conserved among the archives of the service de l'Arpentage du MER (S.F. 460-226-D-2); the said survey line westerly to the extension of the dividing line between the townships of Belle-Roche and Jauffret; then the said extension to the south line of the said townships beyond the boundaries of the Côte-Nord Crown Lands; the south line of the townships of Belle-Roche, Forgues, Villeray and Cormier; the east line of the townships of Cormier and Chevré; the south line of the townships of Bolduc and Ashini; the east line of the township of Ashini; the south line and the east line of the township of Laclède, the east line extended to the provincial boundary; that boundary in general northerly, southeasterly and easterly directions to the 65°30' meridian of longitude west; that meridian southerly to the northern boundary of the township of Charpeney; part of the northern and western boundaries of the township of Charpeney to a line situated to the northwest and parallel to the northwest shore of the St. Lawrence River and passing through a point situated 9,66 km from the southern extremity of cap du Cormoran, a distance measured in an astronomical northerly direction; the said parallel line southwesterly to a line in an astronomical northerly direction whose starting point is the southern extremity of the said cape; the said line in an astronomical southerly direction and its extension to the median line of the St. Lawrence River; the median line of the river upstream to the 67°00' meridian of longitude west; that meridian northerly to its intersection with the extension of the south line of the township of Cannon; lastly, that extension to the starting point.

The regional county municipality comprises the following municipalities: the towns of De Grasse, Port-

Cartier and Sept-Îles; the township of Letellier; the municipalities of Gallix, Moisie, Rivière-Pentecôte and Rivière-Pigou. It also includes the part of the St. Lawrence River and the unorganized territories situated within the perimeter described above.

Prepared By: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 17 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 48

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF SEPT-RIVIÈRES

WHEREAS under section 52 of the Act to amend the Act respecting land use planning and development, the Cities and Towns Act and the Municipal Code of Québec (1987, c. 102), the Government may amend the letters patent of a regional county municipality to give effect, with or without amendment, to the recommendations made pursuant to section 48 of the Act;

WHEREAS pursuant to section 48 of the Act, a recommendation was made to amend the letters patent of the regional county municipality of Sept-Rivières that came into force on 18 March 1981;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, in accordance with the recommendation of the Minister of Municipal Affairs made by Order in Council 1581-88, dated 19 October 1988, the following is decreed and ordered:

The letters patent establishing the regional county municipality of Sept-Rivières are amended:

(1) by substituting the following for the sixth and seventh paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Sept-Rivières shall have one vote for the first 100 inhabitants or less of the municipality and one additional vote per 100 inhabitants.”;

(2) by inserting the following after the sixth paragraph of the provisions:

“Subject to the eighth paragraph and articles 10 and 678.0.1 of the Municipal Code of Québec and section 166 of the Act respecting land use planning and development, the decisions of the council are taken by the majority vote of the members present.”;

“The warden is elected by the vote of the absolute majority of the members. The following decisions are taken by the majority vote representing 94 % of the votes of the members present:

— those respecting the exercise of a jurisdiction by the regional county municipality concerning the application of articles 10 and 678.0.1 of the Municipal Code of Québec;

— those concerning the adoption of all parts of the budget.”

SCHEDULE 49

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF SHERBROOKE

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS under section 167 of the Act, before issuing letters patent, the Government shall consult the councils and citizens of the local municipalities and county municipalities on the delimitation of the territory of the regional county municipalities, taking into account the territory of the county municipalities, and on the terms and conditions of representation of the local municipalities on the council of each of the regional county municipalities and on the other relevant elements to be included in the letters patent;

WHEREAS such a consultation respecting the establishment of the regional county municipality of Sherbrooke was held;

WHEREAS the Commission de toponymie was in agreement;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 3306-81, dated 2 December 1981, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

These letters patent are issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Sherbrooke".

The boundaries of the regional county municipality of Sherbrooke are those described by the ministre de l'Énergie et des Ressources in the official description of the regional county municipality of Sherbrooke, dated 17 November 1981, appearing in Schedule A to these letters patent, as if it were a part thereof.

The number of votes of the representative of a municipality on the council of the regional county municipality of Sherbrooke shall be determined in the following manner:

- From 0 to 24 000 inhabitants: 1 vote;
- From 24 001 to 48 000 inhabitants: 2 votes.

The representative of any municipality having a population greater than 48 000 inhabitants shall have one additional vote per 24 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.

For the purpose of these letters patent, the population of a municipality shall be determined in accordance with section 242 of the Act respecting land use planning and development.

The first sitting of the council of the regional county municipality of Sherbrooke shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place at the town hall of the town of Sherbrooke.

Mr. Gilles Moreau, Secretary-Treasurer of the corporation of the county of Sherbrooke, shall act as secretary-treasurer of the regional county municipality of Sherbrooke until the end of the first sitting of the council.

The regional county municipality of Sherbrooke succeeds the corporation of the county of Sherbrooke; the records of the corporation of the county of Sherbrooke shall be filed in the office of the secretary-treasurer of the regional county municipality of Sherbrooke.

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Sherbrooke is a part shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities in respect of which the expenditures are incurred, according to the criterion of apportionment established under section 10 or section 11 of

Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Sherbrooke shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Sherbrooke shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the said Code; the council of the regional county municipality of Sherbrooke shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

Any debt that may arise following a legal proceeding or a transaction, for an act performed or for an omission committed by the corporation of the county of Sherbrooke, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the county corporation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Sherbrooke shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated debt of the corporation of the county of Sherbrooke, the debt shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities by reason of which the debt has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code; the council of the regional county municipality of Sherbrooke shall collect sums thus owed and shall at that time repay sums to whomever is entitled, in the same manner and with the same rights and obligations as for its own tax collection.

In the case of an accumulated surplus of the corporation of the county of Sherbrooke, the surplus shall be apportioned among each of the municipalities by reason of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code.

The regional county municipality of Sherbrooke shall take an inventory of the movable property of the corporation of the county of Sherbrooke.

The regional county municipality of Sherbrooke, the owner of the movable property of the corporation of the

county of Sherbrooke, shall fix the value thereof; one aliquot share of the value shall be paid, as compensation, to the municipalities that formed part of the corporation of the county of Sherbrooke; the aliquot share shall be equal to the proportion of the standardized assessment of the municipalities as defined in paragraph 40 of article 16 of the Municipal Code in respect of the standardized assessment as defined in the same article for the entire territory of the corporation of the county of Sherbrooke. The municipalities comprised in the territory of the regional county municipality of Sherbrooke shall pay, as compensation, one aliquot share of the same value to the said regional county municipality; the aliquot share shall be equal to the proportion of the standardized assessment of the municipalities as defined in paragraph 40 of article 16 of the Municipal Code in respect of the standardized assessment, as defined in the same article, for all the municipalities comprised within the boundaries of the regional county municipality of Sherbrooke.

The regional county municipality of Sherbrooke shall take an inventory of the documents that are part of the records of the corporation of the county of Sherbrooke within three months from the date of the coming into force of these letters patent; a copy of each of the documents shall be forwarded to the regional county municipalities on the territory in which the municipalities that formed part of the territory of the corporation of the county of Sherbrooke are situated.

The officers and employees of the corporation of the county of Sherbrooke continue their service as officers and employees of the regional county municipality of Sherbrooke at the same salary, retain their seniority and remain in office until they resign or are replaced.

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Sherbrooke remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF SHERBROOKE

The regional county municipality of Sherbrooke comprises the territory delimited as follows: starting from the northwest corner of lot 730 of the cadastre of the township of Orford; thence successively, along the following lines and demarcations: with reference to that cadastre, the north line of lots 730, 693, 660-1 and its extension across lac Montjoie; the north line of lots 661-1, 661-2, 629-1, 629-2, 630-1, 630-2, 630-3, 631-1 and 631-2; part of the west line of lot 573-2 and part of the dividing line between

ranges IX and X; the north line of lots 566-1, 435, 344-2, 344-1, 247, 248-1, 249-1, 182 and 185; the west line of lot 120; part of the north line of the township of Orford and its extension to the median line of the rivière Saint-François; the median line of the said river northwesterly to the extension of the north line of the township of Ascot; the said extension and part of the said north line to the dividing line between ranges III and IV of the said township; with reference to the cadastre of the township of Ascot, part of the said dividing line between the ranges; the north line of lot 18C of range III and its extension across the rivière Saint-François; the north line of lot 18A of range III; part of the dividing line between ranges II and III northerly; the north line of lot 21E of range II and its extension across the rivière Saint-François; the north line of lots 21D and 21B of range II and 21D, 21C, 21B and 21A of range 1; part of the east and south lines of the township of Ascot to the dividing line between ranges IV and V of the township of Compton; with reference to the cadastre of the village of Waterville, the east line of lots 351, 350, 350A, 341, 340, 337 and 336; part of the south line of lot 336 and the east line of lot 335A; the south line of lots 335A, 335 and 332, the last line extended across part of the rivière Coaticook into the south line of lot 333 (island) and to the median line of the said river, southwest of the said island; the median line of the said river downstream to the extension of the east line of lot 315; the said extension and the east line of lots 315, 328, 328-1 and 329; the south line of lots 329, 357, 330, 9, 8 and 6; the west side of the public road bounding lot 6 to the west; the south line of lots 2 and 1; the west line of lots 1 and 5; the north line of lot 5; the west line of lots 279, 280, 281 and 286; the north line of lots 286, 283, 357, and 285; the west line of lots 297, 358, 290 and 287; part of the south line of the townships of Ascot and Orford to the dividing line between ranges XI and XII of the township of Orford; with reference to that cadastre, part of the said dividing line between the ranges; the south line of lots 712, 763 and 764; lastly, part of the dividing line between ranges XIII and XIV to the starting point.

The regional county municipality comprises the following municipalities: the towns of Lennoxville, Sherbrooke and Waterville; the village of Deauville; the parish of Saint-Élie-d'Orford; the municipality of the township of Ascot; the municipalities of Fleurimont and Rock-Forest.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 17 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 50**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF SHERBROOKE**

WHEREAS under section 166 of the Act respecting land use planning and development (1979, c. 51), the Government may, by letters patent, establish regional county municipalities and, for that purpose, modify the territory of the county municipalities or erect territories as regional county municipalities;

WHEREAS the Government may amend the letters patent issued under section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Sherbrooke were published in the *Gazette officielle du Québec*, dated 30 December 1981, and came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

THEREFORE, with the consent and advice of Our Conseil exécutif, expressed in Order in Council number 683-82, dated 24 March 1982, We have decreed and ordered and, by these letters patent, do hereby decree and order, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Sherbrooke, which came into force on 1 January 1982, are amended by substituting the following for the fourth paragraph of the provisions:

“The representative of any municipality having a population greater than 48 000 inhabitants shall have one additional vote per 24 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph; in addition, a right of veto shall be granted to the representative of the town of Sherbrooke”.

Notice of the issuance of the above letters patent is given in accordance with the provisions of section 175 of the Act respecting land use planning and development (R.S.Q., c. A-19.1).

In accordance with section 3 of the Act respecting judgments rendered by the Supreme Court of Canada on the language of statutes and other instruments of a legislative nature (R.S.Q., c. J-1.1),

— the letters patent establishing the regional county municipality of Maria-Chapdelaine, reproduced in Sched-

ule 1 to the above letters patent, come into force on 1 January 1983;

— the letters patent to amend the letters patent establishing the regional county municipality of Maria-Chapdelaine, reproduced in Schedule 2 to the above letters patent, come into force on 29 March 1989;

— the letters patent to amend the letters patent establishing the regional county municipality of Maria-Chapdelaine, reproduced in Schedule 3 to the above letters patent, come into force on 17 January 1990;

— the letters patent establishing the regional county municipality of Maskinongé, reproduced in Schedule 4 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Maskinongé, reproduced in Schedule 5 to the above letters patent, come into force on 31 May 1989;

— the letters patent establishing the regional county municipality of Matane, reproduced in Schedule 6 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Matane, reproduced in Schedule 7 to the above letters patent, come into force on 24 November 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Matane, reproduced in Schedule 8 to the above letters patent, come into force on 26 October 1983;

— the letters patent establishing the regional county municipality of Matawinie, reproduced in Schedule 9 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Matawinie, reproduced in Schedule 10 to the above letters patent, come into force on 22 December 1982;

— the letters patent establishing the regional county municipality of Les Pays-d'en-Haut, reproduced in Schedule 11 to the above letters patent, come into force on 1 January 1983;

— the letters patent to amend the letters patent establishing the regional county municipality of Matawinie and those of the regional county municipality of Les-

Pays-d'en-Haut, reproduced in Schedule 12 to the above letters patent, come into force on 13 February 1991;

— the letters patent establishing the regional county municipality of Mékinac, reproduced in Schedule 13 to the above letters patent, come into force on 1 January 1982;

— the letters patent establishing the regional county municipality of Memphrémagog, reproduced in Schedule 14 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Memphrémagog, reproduced in Schedule 15 to the above letters patent, come into force on 27 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Memphrémagog, reproduced in Schedule 16 to the above letters patent, come into force on 15 September 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Memphrémagog, reproduced in Schedule 17 to the above letters patent, come into force on 9 November 1988;

— the letters patent to amend the letters patent establishing the regional county municipality of Memphrémagog, reproduced in Schedule 18 to the above letters patent, come into force on 17 January 1990;

— the letters patent establishing the regional county municipality of Minganie, reproduced in Schedule 19 to the above letters patent, come into force on 1 January 1982;

— the letters patent establishing the regional county municipality of Montcalm, reproduced in Schedule 20 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Montcalm, reproduced in Schedule 21 to the above letters patent, come into force on 13 June 1984;

— the letters patent establishing the regional county municipality of Montmagny, reproduced in Schedule 22 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Montmagny,

reproduced in Schedule 23 to the above letters patent, come into force on 9 November 1988;

— the letters patent establishing the regional county municipality of Nicolet-Yamaska, reproduced in Schedule 24 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Nicolet-Yamaska, reproduced in Schedule 25 to the above letters patent, come into force on 30 December 1981;

— the letters patent to amend the letters patent establishing the regional county municipality of Nicolet-Yamaska, reproduced in Schedule 26 to the above letters patent, come into force on 25 January 1989;

— the letters patent establishing the regional county municipality of Pabok, reproduced in Schedule 27 to the above letters patent, come into force on 1 April 1981;

— the letters patent to amend the letters patent establishing the regional county municipality of Pabok, reproduced in Schedule 28 to the above letters patent, come into force on 18 November 1981;

— the letters patent to amend the letters patent establishing the regional county municipality of Pabok, reproduced in Schedule 29 to the above letters patent, come into force on 2 August 1989;

— the letters patent establishing the letters patent establishing the regional county municipality of Papineau, reproduced in Schedule 30 to the above letters patent, come into force on 1 January 1983;

— the letters patent to amend the letters patent establishing the regional county municipality of Papineau, reproduced in Schedule 31 to the above letters patent, come into force on 19 December 1984;

— the letters patent to amend the letters patent establishing the regional county municipality of Papineau, reproduced in Schedule 32 to the above letters patent, come into force on 2 August 1989;

— the letters patent establishing the regional county municipality of Portneuf, reproduced in Schedule 33 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Portneuf, reproduced in Schedule 34 to the above letters patent, come into force on 9 November 1988;

— the letters patent establishing the regional county municipality of Rimouski-Neigette, reproduced in Schedule 35 to the above letters patent, come into force on 26 May 1982;

— the letters patent establishing the regional county municipality of Rivière-du-Loup, reproduced in Schedule 36 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Rivière-du-Loup, reproduced in Schedule 37 to the above letters patent, come into force on 29 March 1989;

— the letters patent establishing the regional county municipality of Robert-Cliche, reproduced in Schedule 38 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Robert-Cliche, reproduced in Schedule 39 to the above letters patent, come into force on 24 November 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Robert-Cliche, reproduced in Schedule 40 to the above letters patent, come into force on 27 March 1985;

— the letters patent establishing the regional county municipality of Rouville, reproduced in Schedule 41 to the above letters patent, come into force on 1 January 1982;

— the letters patent establishing the regional county municipality of Rouyn-Noranda, reproduced in Schedule 42 to the above letters patent, come into force on 1 April 1981;

— the letters patent to amend the letters patent establishing the regional county municipality of Rouyn-Noranda, reproduced in Schedule 43 to the above letters patent, come into force on 5 May 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Rouyn-Noranda, reproduced in Schedule 44 to the above letters patent, come into force on 15 December 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Rouyn-Noranda, reproduced in Schedule 45 to the above letters patent, come into force on 18 July 1990;

— the letters patent establishing the regional county municipality of Sept-Rivières, reproduced in Schedule

46 to the above letters patent, come into force on 18 March 1981;

— the letters patent to amend the letters patent establishing the regional county municipality of Sept-Rivières, reproduced in Schedule 47 to the above letters patent, come into force on 30 December 1981;

— the letters patent to amend the letters patent establishing the regional county municipality Sept-Rivières, reproduced in Schedule 48 to the above letters patent, come into force on 9 November 1988;

— the letters patent establishing the regional county municipality of Sherbrooke, reproduced in Schedule 49 to the above letters patent, come into force on 1 January 1982;

— the letters patent to amend the letters patent establishing the regional county municipality of Sherbrooke, reproduced in Schedule 50 to the above letters patent, come into force on 28 April 1982;

This notice replaces, from their respective date, the notices given following the issuance of each of the letters patent replaced by the above letters patent.

Québec, 22 March 1996

RÉMY TRUDEL,
Minister of Municipal Affairs

9679

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

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