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Part 2 Laws and Regulations

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Summary

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Coming into force of Acts

Gouvernement du Québec

O.C. 275-97, 5 March 1997

An Act respecting the Régie de l'énergie (1996, c. 61)
— Coming into force of the provisions of section 134

COMING INTO FORCE of the provisions of section 134 of the Act respecting the Régie de l'énergie (1996, c. 61)

WHEREAS the Act respecting the Régie de l'énergie (1996, c. 61) was assented to on 23 December 1996;

WHEREAS section 173 of that Act provides that the provisions of the Act come into force on the date or dates to be fixed by the Government, excluding section 139, which came into force on 23 December 1996, with the exception of paragraph *d* of subparagraph 1 of the third paragraph of section 45.1 of the Act respecting the use of energy products (R.S.Q., c. U-1.1);

WHEREAS under Order in Council 144-97 dated 5 February 1997, sections 8 and 165 of that Act came into force on 5 February 1997;

WHEREAS it is expedient to fix the date of the coming into force of section 134 of that Act, with the exception of the first paragraph of section 16 of the Act respecting municipal and private electric power systems (R.S.Q., c. S-41), made by that section 134;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for Natural Resources:

THAT 1 May 1997 be fixed as the date of the coming into force of section 134 of the Act respecting the Régie de l'énergie, with the exception of the first paragraph of section 16 of the Act respecting municipal and private electric power systems, made by that section 134.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

1278

Gouvernement du Québec

O.C. 282-97, 5 March 1997

An Act to amend the Act respecting income security (1996, c. 78)
— Coming into force of certain provisions

COMING INTO FORCE of certain provisions of the Act to amend the Act respecting income security

WHEREAS the Act to amend the Act respecting income security (1996, c. 78) was assented to on 23 December 1996;

WHEREAS section 7 of that Act provides that the provisions of that Act will come into force on the date or dates to be fixed by the Government;

WHEREAS it is expedient to fix the date of coming into force of the provisions of that Act;

IT IS ORDERED, therefore, on the recommendation of the Minister of State for Employment and Solidarity and Minister of Income Security:

THAT 1 April 1997 be fixed as the date of coming into force of sections 2 to 5 and paragraphs 2 to 4 of section 6 of the Act to amend the Act respecting income security (1996, c. 78);

THAT 1 October 1997 be fixed as the date of coming into force of section 1 and paragraph 1 of section 6 of the Act to amend the Act respecting income security (1996, c. 78).

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

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Regulations and Other Acts

Gouvernement du Québec

O.C. 276-97, 5 March 1997

Hydro-Québec Act
(R.S.Q., c. H-5)

Conditions and rates for open access transmission service

Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service

WHEREAS under section 22.0.1 of the Hydro-Québec Act (R.S.Q., c. H-5), the rates and conditions upon which power is supplied are fixed by by-law of the Corporation, subject to the approval of the Government;

WHEREAS at its meeting of 14 February 1997, the board of directors of Hydro-Québec made Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service, which revokes Hydro-Québec By-law number 652 respecting the conditions and rates for wholesale electric transmission service approved by Order in Council 1559-96 dated 11 December 1996;

WHEREAS under section 12 of the Regulations Act (R.S.Q., c. R-18.1), a proposed regulation may be approved without having been published, as provided for in section 8 of that Act, if the authority approving it is of the opinion that the urgency of the situation requires it;

WHEREAS under section 18 of that Act, a regulation may come into force within a period of time shorter than that prescribed in section 17 of that Act where the authority that has approved it is of the opinion that the urgency of the situation requires it;

WHEREAS under sections 13 and 18 of that Act, the reason justifying the absence of prior publication and such coming into force shall be published with the Regulation;

WHEREAS the Government is of the opinion that the urgency due to the following circumstances justifies the absence of prior publication and such coming into force in respect of the revocation of Hydro-Québec By-law number 652 respecting the conditions and rates for wholesale electric transmission service:

— Hydro-Québec will soon table with the Federal Energy Regulatory Commission a new application to obtain the status of electricity wholesaler together with Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service, approved by the Government;

— Hydro-Québec will be able to profit from new sales opportunities in the United States as soon as it can take advantage of the conditions of the new American regulations;

— it is expedient for the Government to approve Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service and to revoke Hydro-Québec By-law number 652 respecting the conditions and rates for wholesale electric transmission service, as soon as possible;

WHEREAS it is expedient to approve the Regulation;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for Natural Resources:

THAT Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service, attached to this Order in Council, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Hydro-Québec By-law number 659 respecting the conditions and rates for open access transmission service

Hydro-Québec Act
(R.S.Q., c. H-5, s. 22.0.1)

1. Applicable conditions for transmission service provided by Hydro-Québec on its network are set forth in Schedule A entitled “Hydro-Québec Open Access Transmission Tariff”.

2. Firm and non-firm transmission service rates indicated in Schedule A are as follows:

(1) Firm service:

- (a) Yearly delivery: \$71.09/kW/year;
- (b) Monthly delivery: \$8.01/kW/month;
- (c) Weekly delivery: \$2.00/kW/week;
- (d) Daily delivery: \$0.40/kW/day;

(2) Non-firm service:

- (a) Monthly delivery: \$8.01/kW/month;
- (b) Weekly delivery: \$2.00/kW/week;
- (c) Daily delivery: \$0.40/kW/day;
- (d) Hourly delivery: \$16.69/MW/hour.

3. Hydro-Québec By-law number 652 respecting the conditions and rates for wholesale electric transmission service, approved by Order in Council 1559-96 dated 11 December 1996, is revoked.

4. This By-law comes into force on 1 May 1997, except for section 3, which comes into force on 14 March 1997.

APPENDIX A

HYDRO-QUÉBEC OPEN ACCESS TRANSMISSION TARIFF

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I. COMMON SERVICE PROVISIONS

1. Definitions

1.1. Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

1.2. Annual Transmission Costs: The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by the Transmission Provider or modified by the Régie.

1.3. Application: A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

1.4. Commission: The (United States) Federal Energy Regulatory Commission, pursuant to the Federal Power Act, 16 U.S.C.

1.5. Completed Application: An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

1.6. Control Area: An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

(1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);

(2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.7. Curtailment: A reduction in firm or non-firm transmission service in response to a transmission capacity shortage as a result of system reliability conditions.

1.8. Delivering Party: The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

1.9. Designated Agent: Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the Tariff.

1.10. Direct Assignment Facilities: Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Régie approval.

1.11. Dollar: the lawful currency of Canada.

1.12. Eligible Customer: *i* any electric utility (including the Transmission Provider and any power marketer), power marketing agency, or any person generat-

ing electric energy for sale for resale; electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico; however, such entity is not eligible for transmission service that would be prohibited by Section 212 *h* (2) of the Federal Power Act, 16 U.S.C.; and *ii* any retail customer taking unbundled Transmission Service pursuant to a state retail access program or pursuant to a voluntary offer of unbundled retail transmission service by the Transmission Provider.

1.13. Facilities Study: An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

1.14. Firm Point-To-Point Transmission Service: Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

1.15. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.16. Interruption: A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

1.17. Load Ratio Share: Ratio of a Transmission Customer's Network Load to the Transmission Provider's total load computed in accordance with Sections 34.2 and 34.3 of the Network Integration Transmission Service under Part III the Tariff and calculated on a rolling twelve month basis.

1.18. Load Shedding: The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

1.19. Long-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

1.20. Native Load Customers: The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

1.21. Network Customer: An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of the Tariff.

1.22. Network Integration Transmission Service: The transmission service provided under Part III of the Tariff.

1.23. Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where a Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

1.24. Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

1.25. Network Operating Committee: A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

1.26. Network Resource: Any designated generating resource owned or purchased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

1.27. Network Upgrades: Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System.

1.28. Non-Firm Point-To-Point Transmission Service: Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

1.29. Open Access Same-Time Information System (OASIS): The information system and standards of conduct contained in Part 37 of the Commission's regulations, 18 C.F.R. (1996).

1.30. Part I: Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

1.31. Part II: Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.32. Part III: Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.33. Parties: The Transmission Provider and the Transmission Customer receiving service under the Tariff.

1.34. Point(s) of Delivery: Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement.

1.35. Point(s) of Receipt: Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement.

1.36. Point-To-Point Transmission Service: The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

1.37. Power Purchaser: The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

1.38. Receiving Party: The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

1.39. Régie: Régie de l'énergie (Energy Board) as determined in the Act respecting the Régie de l'énergie (1996, c. 61).

1.40. Regional Transmission Group (RTG): A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

1.41. Reserved Capacity: The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

1.42. Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

1.43. Service Commencement Date: The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

1.44. Short-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

1.45. System Impact Study: An assessment by the Transmission Provider of *i* the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and *ii* whether any additional costs may be incurred in order to provide transmission service.

1.46. Third-Party Sale: Any sale for resale in interstate, interprovincial or international commerce to a

Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

1.47. Transmission Customer: Any Eligible Customer (or its Designated Agent) that *i* executes a Service Agreement, or *ii* requests in writing that the Transmission Provider file with the Régie, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

1.48. Transmission Provider: Hydro-Québec (or its Designated Agent).

1.49. Transmission Provider's Monthly Transmission System Peak: The maximum firm usage of the Transmission Provider's Transmission System in a calendar month.

1.50. Transmission Service: Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.51. Transmission System: The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II and Part III of the Tariff.

2. Initial Allocation and Renewal Procedures

2.1. Initial Allocation of Available Transmission Capability: For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.

2.2. Reservation Priority For Existing Firm Service Customers: Existing firm service customers (wholesale requirements and transmission-only, with a contract term of one-year or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase

capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Régie, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.

3. Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide, and the Transmission Customer is required to purchase, the following Ancillary Services *i* Scheduling, System Control and Dispatch, and *ii* Reactive Supply and Voltage Control from Generation Sources.

The Transmission Provider is required to offer to provide the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area *i* Regulation and Frequency Response, *ii* Energy Imbalance, *iii* Operating Reserve — Spinning, and *iv* Operating Reserve — Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply. The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider.

3456 In the event of an unauthorized use of Ancillary Services by the Transmission Customer, the latter shall pay to the Transmission Provider 150 % of the applicable Schedule 1 through 6 charges.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff. If the Transmission Provider offers an affiliate a rate discount, or attributes a discounted Ancillary Service rate to its own transactions, the Transmission Provider must offer at the same time the same discounted Ancillary Service rate to all Eligible Customers. Information regarding

any discounted Ancillary Service rates must be posted on the OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates must be offered in a not unduly discriminatory manner. Sections 3.1 through 3.6 below list the six Ancillary Services.

3.1. Scheduling, System Control and Dispatch Service: The rates and/or methodology are described in Schedule 1.

3.2. Reactive Supply and Voltage Control from Generation Sources Service: The rates and/or methodology are described in Schedule 2.

3.3. Regulation and Frequency Response Service: Where applicable the rates and/or methodology are described in Schedule 3.

3.4. Energy Imbalance Service: Where applicable the rates and/or methodology are described in Schedule 4.

3.5. Operating Reserve — Spinning Reserve Service: Where applicable the rates and/or methodology are described in Schedule 5.

3.6. Operating Reserve — Supplemental Reserve Service: Where applicable the rates and/or methodology are described in Schedule 6.

4. Open Access Same-Time Information System (OASIS)

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). In the event available transmission capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

5. Jurisdiction

5.1. Applicable Law: This Tariff shall be governed by and construed in accordance with the laws of the province of Québec.

5.2. Modification of the Tariff: The rates, terms and conditions of this Tariff are subject to decisions, orders, rules and regulations from the Régie as can be amended from time to time.

6. Reciprocity

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service to the Transmission Provider on similar terms and conditions over facilities used for the transmission of electric energy in interstate, interprovincial or international commerce owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy in interstate, interprovincial or international commerce owned, controlled or operated by the Transmission Customer's corporate affiliates. A Transmission Customer that is a member of a power pool or Regional Transmission Group also agrees to provide comparable transmission service to the members of such power pool and Regional Transmission Group on similar terms and conditions over facilities used for the transmission of electric energy in interstate, interprovincial or international commerce owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy in interstate, interprovincial or international commerce owned, controlled or operated by the Transmission Customer's corporate affiliates. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

The Transmission Customer must also demonstrate, upon submitting its Application, that owners or lessees of the transmission systems that will wheel the capacity and energy of Delivering Parties and Receiving Parties undertake to provide comparable transmission service to the Transmission Provider, on similar terms and conditions, over facilities used in their respective transmission systems. For the purpose of this paragraph, such demonstration is deemed to be met when the owners or lessees of the transmission systems have an open access transmission tariff approved by the Commission pursuant to Order 888 dated April 24, 1996 (hereafter "Order 888"), or when an affiliate of such owners or lessees have received authorization from the Commission to sell at market-based rates.

7. Billing and Payment

7.1. Billing Procedure: Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the

Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

7.2. Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be at a rate two percentage points higher than the prime commercial rate per annum as then in effect and announced from time to time by the Bank of Montréal, at its principal office in Montréal, Québec. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3. Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Régie to terminate service but shall not terminate service until the Régie so approves any such request. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer *i* continues to make all payments not in dispute, and *ii* pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Régie policy.

8. Accounting for the Transmission Provider's Use of the Tariff

The Transmission Provider shall record the following amounts, as outlined below.

8.1. Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

8.2. Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that

are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

9. Regulatory Filings

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to unilaterally make application to the Régie for a change in rates, terms and conditions, charges, classification of service, Service Agreement, decision, order, rule or regulation under the Act Respecting the Régie de l'énergie and pursuant to the Régie's decisions, orders, rules and regulations promulgated thereunder.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Act respecting the Régie de l'énergie and pursuant to the Régie's decisions, orders, rules and regulations promulgated thereunder.

10. Force Majeure and Indemnification

10.1. Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2. Indemnification: The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under

this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

11. Creditworthiness

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Tariff, or an alternative form of security proposed by the Transmission Customer and acceptable to the Transmission Provider and consistent with commercial practices established under the law of Quebec, that protects the Transmission Provider against the risk of non-payment.

12. Dispute Resolution Procedures

12.1. Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and the Transmission Provider involving Transmission Service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Régie for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days [or such other period as the Parties may agree upon] by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

12.2. External Arbitration Procedures: Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall

generally conduct the arbitration in accordance with the Code of Civil Procedure of Québec (R.S.Q., c. C-25), and any applicable Régie regulations, if any, or Regional Transmission Group rules. The arbitration proceeding shall be conducted in Montréal, Québec.

12.3. Arbitration Decisions: Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Code of Civil Procedure of Québec. The final decision of the arbitrator must also be filed with the Régie .

12.4. Costs: Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

(A) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or

(B) one half the cost of the single arbitrator jointly chosen by the Parties.

12.5. Rights Under The Act Respecting the Régie de l'Énergie: Nothing in this section shall restrict the rights of any party to file a Complaint with the Régie under relevant provisions of the Act respecting the Régie de l'énergie.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

13. Nature of Firm Point-To-Point Transmission Service

13.1. Term: The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

13.2. Reservation Priority: Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service. Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. After the deadline, service will commence pursuant to the terms of Part II of the Tariff. Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

13.3. Use of Firm Transmission Service by the Transmission Provider: The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under *i* agreements executed on or after the effective date of the Tariff or *ii* agreements executed prior to the aforementioned date that the Régie requires to be unbundled, by the date specified by the Régie. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

13.4. Service Agreements: The Transmission Provider shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Firm Point-To-Point Transmission Service. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Régie in compliance with applicable Régie regulations.

13.5. Transmission Customer Obligations for Facility Additions or Redispatch Costs: In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching the Transmission Provider's resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer under the Tariff will be specified in the Service Agreement prior to initiating service.

13.6. Curtailment of Firm Transmission Service: In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, Curtailments will be proportionally allocated among the Transmission Provider's Native Load Customers, Network Customers, and Transmission Customers taking Firm Point-To-Point Transmission Service. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

13.7. Classification of Firm Transmission Service:

(a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.

(b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

(c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement along with a corresponding capacity reservation associated with each Point of Receipt. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement along with a corresponding capacity reservation associated with each Point of Delivery. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. In the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider 150 % of the applicable Schedule 7 charges, for the amount of capacity that exceeded the firm Reserved Capacity.

13.8. Scheduling of Firm Point-To-Point Transmission Service: Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour.

Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14. Nature of Non-Firm Point-To-Point Transmission Service

14.1. Term: Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

14.2. Reservation Priority: Non-Firm Point-To-Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned to reservations with a longer duration of service. In the event the Transmission System is constrained, competing requests of equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term reservation before being preempted. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

14.3. Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider: The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under *i* agreements executed on or after the effective date of the Tariff or *ii* agreements executed prior to the aforementioned date that the Régie requires to be unbundled, by the date specified by the Régie. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

14.4. Service Agreements: The Transmission Provider shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Régie in compliance with applicable Régie regulations.

14.5. Classification of Non-Firm Point-To-Point Transmission Service: Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. In the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider, 150 % of the applicable Schedule 8 charges for the amount of capacity that exceeded the non-firm Reserved Capacity. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

14.6. Scheduling of Non-Firm Point-To-Point Transmission Service: Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW

per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14.7. Curtailment or Interruption of Service: The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when, an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, or (4) transmission service for Network Customers from non-designated resources. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-

Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

15. Service Availability

15.1. General Conditions: The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

15.2. Determination of Available Transmission Capability: A description of the Transmission Provider's specific methodology for assessing available transmission capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.

15.3. Initiating Service in the Absence of an Executed Service Agreement: If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, the Transmission Provider shall file with the Régie, within thirty (30) days after the date the Transmission Customer provides written notification directing the Transmission Provider to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for such requested Transmission Service. The Transmission Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to *i* compensate the Transmission Provider at whatever rate the Régie ultimately determines to be just and reasonable, and *ii* comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3.

15.4. Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System: If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate

the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

15.5. Deferral of Service: The Transmission Provider may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

15.6. Other Transmission Service Schedules: Eligible Customers receiving transmission service under other agreements on file with the Régie may continue to receive transmission service under those agreements until such time as those agreements may be modified by the Régie.

15.7. Real Power Losses: Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors are as follows: a rate of 7 % of the maximum hourly flow, as measured at the Point(s) of Receipt.

The Transmission Provider may replace this rate by specific rates, which may vary for different transmission paths and different time periods. The new rates are posted on OASIS..

16. Transmission Customer Responsibilities

16.1. Conditions Required of Transmission Customers: Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

- (a) The Transmission Customer has pending a Completed Application for service;
- (b) The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- (c) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to

the Transmission Provider prior to the time service under Part II of the Tariff commences;

(d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation; and

(e) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

16.2. Transmission Customer Responsibility for Third-Party Arrangements: Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

17. Procedures for Arranging Firm Point-To-Point Transmission Service

17.1. Application: A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: Hydro-Québec, 75 West René-Lévesque Bd., Montréal, Québec, H2Z 1A4, at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by *i* transmitting the required information to the Transmission Provider by telefax, or *ii* providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the priority of the Application.

17.2. Completed Application: A Completed Application shall provide all of the information included in Régie decisions, orders, rules and regulations including but not limited to the following:

- i. The identity, address, telephone number and facsimile number of the entity requesting service;
- ii. A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- iii. The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- iv. The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;
- v. A description of the supply characteristics of the capacity and energy to be delivered;
- vi. An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- vii. The Service Commencement Date and the term of the requested Transmission Service; and
- viii. The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

17.3. Deposit: A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in

connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be computed at a rate two percentage points higher than the prime commercial rate per annum as then in effect and announced from time to time by the Bank of Montréal, at its principal office in Montréal, Québec, and shall be calculated from the day the deposit check is credited to the Transmission Provider's account.

17.4. Notice of Deficient Application: If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

17.5. Response to a Completed Application: Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transmission capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application

either *i* if it will be able to provide service without performing a System Impact Study or *ii* if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1.

17.6. Execution of Service Agreement: Whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7. Extensions for Commencement of Service: The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

18. Procedures for Arranging Non-Firm Point-To-Point Transmission Service

18.1. Application: Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by *i* transmitting the required information to the Transmission Provider by telefax, or *ii* providing the

information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

18.2. Completed Application: A Completed Application shall provide all of the information included in Régie decisions, orders, rules and regulations including but not limited to the following:

- i. The identity, address, telephone number and facsimile number of the entity requesting service;
- ii. A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- iii. The Point(s) of Receipt and the Point(s) of Delivery;
- iv. The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- v. The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:

- vi. The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- vii. The electrical location of the ultimate load.

The Transmission Provider will treat this information in *vi* and *vii* as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

18.3. Reservation of Non-Firm Point-To-Point Transmission Service: Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service

shall be submitted no earlier than 8:00 a.m. the day before service is to commence. Requests for service received later than 10:00 a.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.4. Determination of Available Transmission Capability: Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service *i* thirty (30) minutes for hourly service, *ii* thirty (30) minutes for daily service, *iii* four (4) hours for weekly service, and *iv* two (2) days for monthly service.

19. Additional Study Procedures For Firm Point-To-Point Transmission Service Requests

19.1. Notice of Need for System Impact Study: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

19.2. System Impact Study Agreement and Cost Reimbursement:

i. The System Impact Study Agreement will clearly specify the maximum charge, based on the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer

will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

ii. If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be prorated among the Eligible Customers.

iii. For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

19.3. System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

19.4. Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System

Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of *i* the cost of Direct Assignment Facilities to be charged to the Transmission Customer, *ii* the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and *iii* the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established under the law of Quebec. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

19.5. Facilities Study Modifications: Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

19.6. Due Diligence in Completing New Facilities: The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission Sys-

tem within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

19.7. Partial Interim Service: If the Transmission Provider determines that it will not have adequate transmission capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.8. Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

20. Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1. Delays in Construction of New Facilities: If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete

them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2. Alternatives to the Original Facility Additions: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Régie for resolution.

20.3. Refund Obligation for Unfinished Facility Additions: If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Section 17.3. However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

21. Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities

21.1. Responsibility for Third-Party System Additions: The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or

distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2. Coordination of Third-Party System Additions: In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by the Transmission Provider of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Régie for resolution.

22. Changes in Service Specifications

22.1. Modifications On a Non-Firm Basis: The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement (“Secondary Receipt and Delivery Points”), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

(a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by the Transmission Provider on behalf of its Native Load Customers.

(b) The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not

exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.

(c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.

(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

22.2. Modification On a Firm Basis: Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23. Sale or Assignment of Transmission Service

23.1. Procedures for Assignment or Transfer of Service: Subject to Régie approval of any necessary filings, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the higher of *i* the original rate paid by the Reseller, *ii* the Transmission Provider's maximum rate on file at the time of the assignment, or *iii* the Reseller's opportunity cost. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify the Transmission Provider as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reserva-

tion priority of service will be determined by the Transmission Provider pursuant to Section 13.2.

23.2. Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

23.3. Information on Assignment or Transfer of Service: In accordance with Section 4, Resellers may use the Transmission Provider's OASIS to post transmission capacity available for resale.

24. Metering and Power Factor Correction at Receipt and Delivery Point(s)

24.1. Transmission Customer Obligations: Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer. Notwithstanding the foregoing, for security reasons, when any such equipment is to be installed or maintained or otherwise required access to the Transmission Provider's system, such installation, maintenance or access shall be made by the Transmission Provider only, at Transmission Customer's costs.

Furthermore, the Transmission Provider may offer to the Transmission Customer full metering and communications services, at the latter's cost, when metering and communications equipment are to be installed on the Transmission Provider's system.

24.2. Transmission Provider Access to Metering Data: The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3. Power Factor: Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

25. Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

26. Stranded Cost Recovery

The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth by the Régie. However, the Transmission Provider must separately file any specific proposed stranded cost charge to the Régie.

27. Compensation for New Facilities and Redispatch Costs

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Régie policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching the Transmission Provider's resources than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Régie policy.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a man-

ner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff.

28. Nature of Network Integration Transmission Service

28.1. Scope of Service: Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

28.2. Transmission Provider Responsibilities: The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by the Transmission Provider to calculate available transmission capability. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Native Load Customers.

28.3. Network Integration Transmission Service: The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve its Native Load Customers.

28.4. Secondary Service: The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

28.5. Real Power Losses: Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors are as follows: a rate of 5 % of the maximum hourly flow, as measured at the Point(s) of Receipt.

The Transmission provider may replace this rate by specific rates, which may vary for different transmission paths and different time periods. The new rates are posted on OASIS. .

28.6. Restrictions on Use of Service: The Network Customer shall not use Network Integration Transmission Service for *i* sales of capacity and energy to non-designated loads, or *ii* direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

29. Initiating Service

29.1. Condition Precedent for Receiving Service: Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that *i* the Eligible Customer completes an Application for service as provided under Part III of the Tariff, *ii* the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, *iii* the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Régie, and *iv* the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.

29.2. Application Procedures: An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by *i* transmitting the required information to the Transmission Provider by telefax, or *ii* providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in Régie decisions, orders, rules and regulations, including but not limited to the following:

- i. The identity, address, telephone number and facsimile number of the party requesting service;
- ii. A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- iii. A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- iv. The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to *iii* above;

v. A description of Network Resources (current and 10-year projection), which shall include, for each Network Resource:

— Unit size and amount of capacity from that unit to be designated as Network Resource

— VAR capability (both leading and lagging) of all generators

— Operating restrictions

— Any periods of restricted operations throughout the year

— Maintenance schedules

— Minimum loading level of unit

— Normal operating level of unit

— Any must-run unit designations required for system reliability or contract reasons

— Approximate variable generating cost (\$/MWH) for redispatch computations

— Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource

— Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery point(s) to the Transmission Provider's Transmission System;

vi. Description of Eligible Customer's transmission system:

— Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider

— Operating restrictions needed for reliability

— Operating guides employed by system operators

— Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources

— Location of Network Resources described in subsection v above

— 10 year projection of system expansions or upgrades

— Transmission System maps that include any proposed expansions or upgrades

— Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; and

vii. Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

29.3. Technical Arrangements to be Completed Prior to Commencement of Service: Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4. Network Customer Facilities: The provision of Network Integration Transmission Service shall be

conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5. Filing of Service Agreement: The Transmission Provider will file Service Agreements with the Régie in compliance with applicable Régie regulations.

30. Network Resources

30.1. Designation of Network Resources: Network Resources shall include all generation owned or purchased by the Network Customer designated to serve Network Load under the Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

30.2. Designation of New Network Resources: The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource must be made by a request for modification of service pursuant to an Application under Section 29.

30.3. Termination of Network Resources: The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time but should provide notification to the Transmission Provider as soon as reasonably practicable.

30.4. Operation of Network Resources: The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load plus losses.

30.5. Network Customer Redispatch Obligation: As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the

Transmission Provider pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and the Transmission Provider.

30.6. Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider: The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

30.7. Limitation on Designation of Network Resources: The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

30.8. Use of Interface Capacity by the Network Customer: There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Load Ratio Share.

30.9. Network Customer Owned Transmission Facilities: The Network Customer that owns existing transmission facilities that are integrated with the Transmission Provider's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the planning and operations of the Transmission Provider to serve all of its power and transmission customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III of the Tariff, the Network Customer shall receive credit where such facilities are jointly planned and installed in coordination with the Transmission Provider. Calculation of the credit shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

31. Designation of Network Load

31.1. Network Load: The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

31.2. New Network Loads Connected With the Transmission Provider: The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer in accordance with Régie policies.

31.3. Network Load Not Physically Interconnected with the Transmission Provider: This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.4. New Interconnection Points: To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable.

31.5. Changes in Service Requests: Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new

Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement. However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6. Annual Load and Resource Information Updates: The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

32. Additional Study Procedures For Network Integration Transmission Service Requests

32.1. Notice of Need for System Impact Study: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

32.2. System Impact Study Agreement and Cost Reimbursement:

i. The System Impact Study Agreement will clearly specify the maximum charge, based on the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge

shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

ii. If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

iii. For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

32.3. System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispach options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

32.4. Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of *i* the cost of Direct Assignment Facilities to be charged to the Eligible Customer, *ii* the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and *iii* the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established under the law of Quebec. The Eligible Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

33. Load Shedding and Curtailments

33.1. Procedures: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.2. Transmission Constraints: During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3. Cost Responsibility for Relieving Transmission Constraints: Whenever the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

33.4. Curtailments of Scheduled Deliveries: If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.

33.5. Allocation of Curtailments: The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.

33.6. Load Shedding: To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall

shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7. System Reliability: Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to *i* limit the extent or damage of the adverse condition(s) or disturbance(s), *ii* prevent damage to generating or transmission facilities, or *iii* expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

34. Rates and Charges

The Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, consistent with Régie policy, along with the following:

34.1. Monthly Demand Charge: The Network Customer shall pay a monthly Demand Charge, which shall be determined by multiplying its Load Ratio Share times one twelfth (1/12) of the Transmission Provider's Annual Transmission Revenue Requirement specified in Attachment *H*.

34.2. Determination of Network Customer's Monthly Network Load: The Network Customer's monthly Network Load is its hourly load (including its designated Network Load not physically interconnected with the Transmission Provider under Section 31.3) coincident with the Transmission Provider's Monthly Transmission System Peak.

34.3. Determination of Transmission Provider's Monthly Transmission System Load: The Transmission Provider's monthly Transmission System load is the Transmission Provider's Monthly Transmission System Peak minus the coincident peak usage of all Firm Point-To-Point Transmission Service customers pursuant to Part II of this Tariff plus the Reserved Capacity of all Firm Point-To-Point Transmission Service customers.

34.4. Redispatch Charge: The Network Customer shall pay a Load Ratio Share of any redispatch costs allocated between the Network Customer and the Transmission Provider pursuant to Section 33. To the extent that the Transmission Provider incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33, such amounts shall be credited against the Network Customer's bill for the applicable month.

34.5. Stranded Cost Recovery: The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth by the Régie. However, the Transmission Provider must separately file any proposal to recover stranded costs to the Régie.

35. Operating Arrangements

35.1. Operation under The Network Operating Agreement: The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

35.2. Network Operating Agreement: The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to *i* operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), *ii* transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), *iii* use software programs required for data links and constraint dispatching, *iv* exchange data on forecasted loads and resources neces-

sary for long-term planning, and *v* address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either *i* operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and the Northeast Power Coordinating Council (NPCC), *ii* satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or *iii* satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the NPCC requirements. The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

35.3. Network Operating Committee: A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

SCHEDULE 1

SCHEDULING, SYSTEM CONTROL AND DISPATCH SERVICE

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider. The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below.

At present, the Transmission Provider does not have a separate charge for this service.

SCHEDULE 2

REACTIVE SUPPLY AND VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities (in the Control

Area where the Transmission Provider's transmission facilities are located) are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation Sources Service is to be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider. The charges for such service will be based on the rates set forth below.

At present, the Transmission Provider does not have a separate charge for this service.

SCHEDULE 3

REGULATION AND FREQUENCY RESPONSE SERVICE

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The amount of and charges for Regulation and Frequency Response Service are set forth below.

At present, the Transmission Provider does not have a separate charges for this service.

SCHEDULE 4

ENERGY IMBALANCE SERVICE

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation.

The Transmission Provider shall establish a deviation band of +/- 1.5 percent (with a minimum of 1 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s). Parties should attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days. If an energy imbalance is not corrected within thirty (30) days, the Transmission Customer will compensate the Transmission Provider for such service. Energy imbalances outside the deviation band will be subject to charges to be specified by the Transmission Provider. The charges for Energy Imbalance Service are set forth below.

(1) Energy supplied by the Transmission Provider to compensate a shortfall in delivery:

150 % of the hourly energy price determined in accordance with section 214 of Hydro-Québec Bylaw Number 642 Establishing Electricity Rates and their Conditions of Application (S.R.Q. H-5, r. 11.4) approved by Order in Council number 461-96 of April 17, 1996 and amended by Hydro-Québec Bylaw number 644 approved by Order in Council number 608-96 of May 22, 1996 ("Bylaw").

(2) Energy supplied to the Transmission Provider in an excess of delivery:

50 % of the hourly energy price determined in accordance with section 214 of the said Bylaw.

SCHEDULE 5

OPERATING RESERVE — SPINNING RESERVE SERVICE

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum

output. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth below.

0,32 \$/MWh for each MWh delivered at Point(s) of Receipt.

SCHEDULE 6

OPERATING RESERVE — SUPPLEMENTAL RESERVE SERVICE

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth below.

0,16 \$/MWh for each MWh delivered at Point(s) of Receipt.

SCHEDULE 7

LONG-TERM FIRM AND SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

The Transmission Customer shall compensate the Transmission Provider each month for Reserved Capacity at the sum of the applicable charges set forth below:

1) Yearly delivery: one-twelfth of the demand charge of

\$ 71,09/KW of Reserved Capacity per year.

2) Monthly delivery: \$ 8,01/KW of Reserved Capacity per month.

3) Weekly delivery: \$ 2,00/KW of Reserved Capacity per week.

4) Daily delivery: \$ 0,40/KW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

5) Discounts: If the Transmission Provider offers an affiliate a rate discount or attributes a discounted transmission rate to its own transactions, the Transmission Provider must offer at the same time the same discounted Firm Point-To-Point Transmission Service rate to all Eligible Customers on the same path and on all unconstrained transmission paths. Information regarding any firm transmission discounts must be posted on the OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates must be offered in a not unduly discriminatory manner.

SCHEDULE 8

NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

1) Monthly delivery: \$ 8,01/KW of Reserved Capacity per month.

2) Weekly delivery: \$ 2,00/KW of Reserved Capacity per week.

3) Daily delivery: \$ 0,40/KW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

4) Hourly delivery: The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$ 16,69/MWH. The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

5) Discounts: If the Transmission Provider offers an affiliate a rate discount or attributes a discounted transmission rate to its own transactions, the Transmission Provider must offer at the same time the same discounted Non-Firm Point-To-Point Transmission Service rate to all Eligible Customers on the same path and on all unconstrained transmission paths. Information regarding any non-firm transmission discounts must be posted on the OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates must be offered in a not unduly discriminatory manner.

ATTACHMENT A

FORM OF SERVICE AGREEMENT FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between Hydro-Québec (the Transmission Provider), and _____ ("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$_____, in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Régie. Service under this agreement shall terminate on _____.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
 Name Title Date

Transmission Customer:

By: _____
 Name Title Date

Specifications For Firm Point-To-Point Transmission Service

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

3.0 Point(s) of Receipt: _____

Delivering Party: _____

4.0 Point(s) of Delivery: _____

Receiving Party: _____

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): _____

6.0 Designation of party(ies) subject to reciprocal service obligation: _____

7.0 Name(s) of any Intervening Systems providing transmission service: _____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

8.2 System Impact and/or Facilities Study Charge(s): _____

8.3 Direct Assignment Facilities Charge: _____

8.4 Ancillary Services Charges: _____

8.5 Redispatch Charges: _____

8.6 Network Upgrade Charges: _____

ATTACHMENT B

**FORM OF SERVICE AGREEMENT FOR
NON-FIRM POINT-TO-POINT TRANSMISSION
SERVICE**

1.0 This Service Agreement, dated as of _____, is entered into, by and between Hydro-Québec (the Transmission Provider), and _____ (Transmission Customer).

2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
 Name Title Date

ATTACHMENT C

METHODOLOGY TO ASSESS AVAILABLE TRANSMISSION CAPABILITY

1. Available Transmission Capability (ATC) is the amount of unused Total Transfer Capability (TTC) after consideration of system reliability margin and requirements to:

(a) meet obligations of existing Transmission Service for the delivery of Transmission Provider's generation resources to its Native Load Customers;

(b) meet obligations of existing contracts under which Transmission Service is provided;

(c) meet obligations of existing firm and pending valid Applications for Transmission Service.

2. The following guidelines and principles are applied to assess ATC:

(a) Good Utility Practice;

(b) Northeast Power Coordinating Council (NPCC) criteria and guidelines;

(c) Transmission Provider's applicable criteria and rules.

3. To estimate TTC, the Transmission Provider uses off-line computer simulations of its Transmission System under a specific set of assumed operating conditions. Outages of generation and transmission equipment must appear in a simulated system configuration. The Total Transfer Capability (TTC), based on contingency analysis, is the transfer capability remaining after the most critical contingency while maintaining thermal, voltage and stability performance of the system consistent with Transmission Provider rules and practices and NPCC guidelines. In the case of radial interconnections (loads or generating units) or High Voltage Direct Current (HVDC) interconnections, no contingency is considered in the TTC calculation due to the particular arrangement of these facilities. The Transmission Customer will be advised of this situation by the Transmission Provider. However, planned or actual outages must appear in the calculation.

When estimating ATC, appropriate adjustments are made for firm reservations.

Estimated transmission capability takes account only of constraints relating to transmission equipment. Thus, at interconnections where generating units are isolated on the neighboring system, posted capability (TTC and ATC) may be higher than transferable local generating capability on the neighboring system. Analysis of the costs, limits and constraints of resource redispatch is required for every Application for reservation of Transmission Service over such interconnections. Such interconnections are posted on OASIS.

When it has been determined that sufficient transmission capability may not exist to accommodate an Application for Transmission Service, the Eligible Customer may request a System Impact Study.

ATTACHMENT D

METHODOLOGY FOR COMPLETING A SYSTEM IMPACT STUDY

1. The System Impact Study is conducted in the following manner:

(1) System Impact will be estimated based on reliability requirements to:

(a) meet obligations under Service Agreements entered into prior to the effective date of the Tariff;

(b) meet obligations of existing firm and pending valid Applications in accordance with this Tariff;

(c) meet planned emergency generation import requirements;

(d) account for power flows reasonably expected to occur on the Transmission System to supply Native Load Customers;

(e) maintain thermal, voltage and stability performance of the system in accordance with the guidelines and principles;

(f) consider the ability of the system to withstand, under transfer conditions, severe but credible disturbances without experiencing cascading outages, voltage collapse or widespread blackouts, in accordance with the guidelines and principles.

(2) The Transmission System will be tested in accordance with the following guidelines and principles:

(a) explore the adequacy of the Transmission System to accommodate an Application for Transmission Service;

(b) determine whether any additional costs must be incurred in order to provide Transmission Service;

(c) discover any other potential problems.

(3) If the requested use cannot be accommodated without impairing system reliability, the System Impact Study analyzes the impact of the proposed Application for Transmission Service on thermal capability, transient and voltage stability of the Transmission System. Where operating guides can be used to increase the available transmission capability, such guides are to be used and if the operating procedure is to be exercised in another Control Area, the applicant for Transmission Service must contact the other Control Area to determine the general availability of the operating procedure.

(4) If the System Impact Study indicates that Network Upgrades or Direct Assignment Facilities are needed to supply the applicant's Application for service, the procedures will be the same as those used by the Transmission Provider for its own system expansion. The least cost transmission expansion plan including, but not limited to, present value cost, losses, environmental aspects, reliability, will be developed for consideration by the Transmission Provider. Based on the study results, the Transmission Customer can decide whether to proceed, modify or cancel its request.

(5) Immediately upon receipt of a Facilities Study agreement, the Transmission Provider performs a more precise engineering estimate of the costs of the Network Upgrades and Direct Assignment Facilities.

2. Guidelines and principles followed by the Transmission Provider — The Transmission Provider is a member of NPCC. When performing a System Impact Study, the Transmission Provider applies the following rules, as amended and/or adopted from time to time:

(a) Good Utility Practice;

(b) NPCC criteria and guidelines; and

(c) Hydro-Québec's criteria and rules.

3. Transmission System model representation — The Transmission Provider estimates Total Transfer Capability (TTC) using Transmission System models based on a library of loadflow cases prepared by the Transmission Provider for studies of the Transmission Provider Control Area. The models may include representations

of other NPCC and neighboring systems. This library of loadflow cases is maintained and updated as appropriate by the Transmission Provider and NPCC. The Transmission Provider uses system models that it deems appropriate for study of the Application for Transmission Service. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for conditions not available in the library of loadflow cases. The system models may be modified, if necessary, to include additional system information on load, transfers and configuration, as it becomes available.

4. System conditions — The loading on all Transmission System elements must be within normal ratings for pre-contingency conditions and within emergency conditions for post-contingency conditions. Transmission System voltage must be within the applicable normal and emergency limits for pre- and post-contingency conditions respectively.

5. Short circuit — Transmission System short-circuit currents must be within the applicable equipment design ratings.

6. Loss evaluation — The impact of losses on the Transmission Provider's Transmission System is taken into account in the System Impact Study to ensure Good Utility Practice in the evaluation of the costs to meet the Application for Transmission Service.

7. System protection — Protection requirements are evaluated by the Transmission Provider to determine the impact on existing system protection.

ATTACHMENT E

INDEX OF POINT-TO-POINT TRANSMISSION SERVICE CUSTOMERS

Customer	Date of Service Agreement
_____	_____

ATTACHMENT F

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between Hydro-Québec (the Transmission Provider), and _____ ("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Ap-

plication for Network Integration Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$ _____, in accordance with the provisions of Section 29.2 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) _____, or (2) the date on which construction of all Interconnection Equipment, any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) the date on which a Network Operating Agreement is executed and all requirements of said Agreement have been completed or (4) such other date as it is permitted to become effective by the Régie. Service under this agreement shall terminate on _____.

5. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

Specifications For Network Integration Transmission Service

1.0 Terms of Transaction:

Start Date:

Termination Date:

2.0 General description of capacity and energy to be transmitted by the Transmission Provider including the electric Control Area in which the transaction originates.

3.0 Detailed description and forecast of Network Load at each delivery point:

4.0 Detailed description of each Network Resource, including any operating restrictions:

5.0 Detailed description of the Transmission Customer's anticipated use of Transmission Provider's interfaces:

6.0 Description of any transmission system owned or controlled by the Transmission Customer:

7.0 Name(s) of any Intervening Transmission Providers:

8.0 The Network Integration Service Customer agrees to take the following ancillary services from the Transmission Provider.

		Source
1. Scheduling, System Control and Dispatch	Yes	H.Q._
2. Reactive Supply and Voltage Control	Yes	H.Q._
3. Regulation and Frequency Response	___*	___
4. Energy Imbalance	___*	___
5. Spinning Reserve	___*	___
6. Supplemental Reserve	___*	___

* If "No", indicate source of this service.

9.0 Description of required Direct Assignment Facilities:

10.0 In addition to the charge for Transmission Service and charges for Ancillary Services as set forth in the Tariff, the customer will be subject to the following charges:

10.1 System Impact and/or Facilities Study Charge(s):

10.2 Direct Assignment Facilities Charges:

10.3 Redispatch Charges:

10.4 Network Upgrade Charges:

ATTACHMENT G

NETWORK OPERATING AGREEMENT

This Network Operating Agreement is part of the Transmission Provider's Open Access Transmission Tariff and is subject to and in accordance with all provisions of said Tariff. All definitions and terms and conditions of the Tariff are incorporated herein by reference.

1.0 General Terms and Conditions

The Transmission Provider agrees to provide transmission service to the Transmission Customer subject to the Transmission Customer operating its facilities in accordance with applicable Transmission Provider, or its affiliates, NERC and NPCC criteria, rules, standards, procedures or guidelines as they may be changed from time to time. In addition, service to the Transmission Customer is provided subject to the terms and conditions contained herein.

1.1 Character of Service

All Network Transmission service shall be in the form of three phase sixty (60) hertz alternating current at a delivery voltage agreed to by both parties.

1.2 Maintenance Scheduling

The Transmission Provider, as appropriate, shall consult the Transmission Customer regarding the timing of any scheduled maintenance of the Transmission System that would affect service to the Transmission Customer.

1.3 Information Requirements

The Transmission Customer shall be responsible for providing all information required by NPCC, NERC and the Transmission Provider necessary for planning, operations, maintenance and regulatory filings. This information may include, but not be limited to:

Load related data:

- Ten (10) year forecast of Network Load at each delivery point:
 - hourly for the first week, daily updated for the three days before operation;
 - weekly for the first year;
 - monthly for the following nine (9) years.
- Power Factor.
- Amount of Interruptible Load under contract, including interruption terms, and actual level of this load.
- Load Shedding capability by delivery point.
- Capability to shift load between delivery points.
- Disturbance reports.

- Results of periodic metering and protection equipment tests and calibration.

- Planned changes to interconnection equipment or protection system.

- Voltage Reduction capability.

Network Resources and interconnected generation:

- Resource operating characteristics, including ramp rate limits, minimum run times, under and over frequency relaying, etc.

- Generation schedule if two or more generating sites are used.

- Ten year forecast of resource additions, retirements and capability changes.

- Generator reactive capability.

- Results of periodic metering and protection equipment tests and calibration.

- Planned changes to generation parameters or protection system.

Failure of the Transmission Customer to respond promptly and completely to the Transmission Provider's reasonable request for information shall result in a fine of 100 \$ per day payable to the Transmission Provider. Continued failure to respond shall constitute default.

In addition to the types of information shown above, the Transmission Customer shall supply accurate and reliable operating information to the Transmission Provider. Such information might include, but not be limited to, metered values for kWh, kW, KVAR, voltage, current, frequency, breaker status data and all other data necessary for reliable operation. The Transmission Provider can require such information to be provided electronically using a method such as Supervisory Control And Data Acquisition (SCADA), Remote Terminal Units (RTU), remote access metering or be capable of interfacing directly with the Transmission Provider's dispatch computer system. All equipment used for such purposes must be approved by the Transmission Provider.

The Transmission Customer shall advise the Transmission Provider if its Network Resource is capable of participation in system restoration and/or if it has black start capability.

1.4 Operating Requirements

The Transmission Customer shall not conduct any switching or other activity likely to affect the Transmission Provider's system without first contacting and receiving permission from the Transmission Provider.

The Transmission Customer shall balance the load at its Network Loads such that the difference in the individual phase currents are acceptable to the Transmission Provider.

The Transmission Customer's equipment must comply with all environmental requirements to the extent they impact the operation of the Transmission Provider system.

The Transmission Customer shall operate all of its equipment and facilities connected to the Transmission Provider's system, either directly or indirectly, in a safe, reliable and efficient manner. Such operations shall also conform to Good Utility Practice and all requirements and guidelines of the Transmission Provider, NERC, and NPCC.

The Transmission Customer shall be responsible for operating and maintaining security of its electric system in a manner that avoids adverse impact to the Transmission Provider system or the integrated regional system and complies with all applicable NPCC and Transmission Provider operating criteria, rules, procedures, guidelines and interconnection standards as may be amended or adopted from time to time. These actions include, but are not limited to:

- Voltage Reduction Load Shedding
- Underfrequency Load Shedding
- Block Load Shedding
- Transferring Load
- Implementing Voluntary Load Reductions Including Interruptible Customers
- Starting Stand-by Generation
- Permitting the Transmission Provider Controlled Service Restoration Following Supply Delivery Contingencies on the Transmission Provider Facilities.

The Transmission Provider reserves the right to specify turbine and/or generator control (e.g., droop) settings as determined by the System Impact Study, Facilities Study

or any subsequent studies. The Transmission Customer agrees to comply with such specifications at the Transmission Customer's expense.

Unless directed otherwise, the Transmission Customer will operate its existing interconnected generation facilities with automatic voltage regulators. The voltage regulator will control voltage at the Network Resource consistent with the range of voltage required by the Transmission Provider or NPCC.

1.5 Discontinuance of Service

If at any point in time, it is the Transmission Provider's judgment that the Transmission Customer is operating its equipment in a manner that would adversely impact the quality of service, reliability or safe operation of the Transmission Provider's system, the Transmission Provider may discontinue transmission service until the condition has been corrected.

If it is the Transmission Provider's judgment that an emergency exists or that significant adverse impact is imminent, service to the Transmission Customer may be discontinued without notice. Otherwise, the Transmission Provider shall provide the Transmission Customer with reasonable notice of a request to reduce generation or any intent to discontinue service. When practical, the Transmission Provider will also allow suitable time for the Transmission Customer to correct the problem.

1.6 Emergency Operations

The Transmission Customer shall be subject to all applicable emergency operation standards and practices required of the Transmission Provider.

The Transmission Provider reserves the right to require customers to provide actions required under the Transmission Provider Operating Procedures. These actions might include, but are not limited to, running generation at maximum or minimum capability, voltage reduction, load shedding, transferring load between points of delivery, public appeals for load reduction, implementation of interruptible load programs and starting stand-by and idle generation.

2.0 Metering

The Transmission Provider will provide Network Integration service to each Point of Delivery specified in the Transmission Customer's Service Agreement. Each Point of Delivery shall have a unique identifier, meter location and meter number.

2.1 Equipment

All metering equipment and installations used to measure energy and capacity delivered to the Transmission Customer must be approved by the Transmission Provider. The Transmission Provider may require the installation of telemetering equipment for the purposes of billing, power factor measurements and to allow the Transmission Provider to operate its system reliably and efficiently. All such equipment will be installed and maintained at the Transmission Customer's expense.

All meters shall be capable of measuring the instantaneous kW within each hour, net flow in kWh and reactive power flow.

2.2 Seals

All meters shall be sealed, and the seals shall not be broken without prior approval by the Transmission Provider.

2.3 Access

The Transmission Customer shall provide access, including telecommunications access, for a representative of the Transmission Provider, to the meters at reasonable times for the purposes of reading, inspecting and testing. The Transmission Provider shall use its best efforts not to interfere with normal business operations.

2.4 Calibration and Maintenance

Unless otherwise mutually agreed, the meters shall not be tested or recalibrated or any of the connections, including those of the transformers, disturbed or changed except in the presence of duly authorized representatives of the Transmission Provider and the Transmission Customer or under Emergency Conditions or unless either party, after reasonable notice fails or refuses to have its representatives present.

2.5 Testing

The Transmission Provider will make tests of the metering equipment using Transmission Provider's standards of accuracy and procedures. The Transmission Provider shall notify the Transmission Customer prior to conducting any metering tests, and the Customer may observe the test. If the meter is found to be inaccurate or otherwise defective, it shall be repaired, adjusted, or replaced at the Transmission Customer's expense.

3.0 Interconnection Equipment

The Transmission Customer's Interconnection Equipment shall meet all standards of Good Utility Practice.

3.1 Cost

The Transmission Customer will install, maintain and repair all Interconnection Equipment at its expense.

The Transmission Provider will not bear any costs of the interconnection with the Transmission Customer, including any changes as required by this Agreement. The cost of Direct Assignment Facilities will be paid in accordance with the Tariff and the Service Agreement. In the event that the Transmission Provider would incur any expense in connection with the Direct Assignment Facilities, prior to the Transmission Provider incurring any such expense, the Transmission Customer shall be responsible for forwarding to the Transmission Provider funds sufficient to cover that expense, as estimated by the Transmission Provider. The Transmission Provider will provide the customer with the actual expenses associated with the funding of Direct Assignment Facilities within sixty (60) days of completion of construction. Adjustments will be made within thirty (30) days thereafter.

3.2 Inspection

The Transmission Provider may inspect the Transmission Customer's Interconnection Equipment to determine if all standards of Good Utility Practice are met. The Transmission Provider shall not be required to deliver to, or receive electricity from, the Transmission Customer until those requirements are met.

The Transmission Provider shall have the right, at the Transmission Customer's expense, to monitor the factory acceptance test, the field acceptance test, and the installation of any metering, data acquisition, transmission, protective or other equipment or software connected to the Transmission Provider system.

3.3 New Resources

The Transmission Customer shall not connect any generators after the execution of this agreement without first informing the Transmission Provider in writing one-hundred-eighty (180) days in advance of any such connection. Any Third Party Generating Facilities connected after the date of the execution of this Agreement shall comply with the Transmission Provider's then-existing Technical Requirements for Non-Utility Generation as it applies to generation connected directly to the Transmission Provider system. The Transmission Customer shall be responsible to ensure compliance with these requirements.

In the event that the Transmission Customer or any Third Party Generating Facilities incorporate a synchro-

nous generator after the date of the execution of the Agreement, the Transmission Customer shall furnish, install and maintain equipment necessary to establish and maintain synchronism with the Transmission Provider's system.

3.4 Protection Equipment

In order to protect the Transmission Provider's system from damage, to minimize the likelihood of injury to operating personnel and third parties, and to allow the Transmission Provider to maintain service to its non-generating customers in the event the Transmission Customer's system encounters operating difficulties, the Transmission Customer shall at its expense, provide, install, and maintain the following equipment insofar as required by Good Utility Practice and, after consultation with the Transmission Provider:

A. A three-phase, load-break, lockable main disconnect switch that allows isolation of the Transmission Customer's facilities from the Transmission Provider's system.

B. An automatic circuit breaker which can be tripped by the protective relay system under all system conditions. The circuit breaker must also be suitable for use in synchronizing generation of the Transmission Customer system to the Transmission Provider's system.

C. Underfrequency and overfrequency protective relays to be used in conjunction with the required automatic circuit breaker.

D. Undervoltage and overvoltage protective relays to be used in conjunction with the required automatic circuit breaker.

E. Overcurrent protective relays to be used in conjunction with the required automatic circuit breaker.

F. Potential and current transformers to be used for the above relaying, sized and connected as approved by the Transmission Provider.

G. Such other equipment as may be reasonably required by Good Utility Practice, as recommended by the Transmission Provider.

H. The Transmission Customer shall provide to the Transmission Provider complete documentation of the Transmission Customer's Interconnection Equipment, including, but not limited to, power one-line diagrams, relaying diagrams, plans, sectional and elevation views, grading plans, conduit plans, foundation plans, fence and grounding plans and detailed steel erection dia-

grams. In addition, the Transmission Customer agrees to provide to the Transmission Provider complete documentation of any changes to the Transmission Customer's Interconnection Equipment.

I. The protective relay system required to detect faults on the Transmission Provider's system and the breaker required to disconnect the Transmission Customer's generation to protect the general public and the Transmission Provider's personnel must be approved by the Transmission Provider. The Transmission Provider shall provide relay settings and recommendations for design, equipment selection, and routine maintenance. The Transmission Customer shall purchase, install, and maintain the protective relay system, and maintain and make available to the Transmission Provider all maintenance and test records. The Transmission Provider shall perform functional test(s), at reasonable intervals, of the protective relay system to determine whether the system functions in a manner acceptable to the Transmission Provider and shall notify the Transmission Customer in writing of the test results. The Transmission Customer shall bear the cost of this testing and any other assistance that may be requested of the Transmission Provider before and after the system is made operational.

J. The Transmission Customer shall, at its own expense, repair and maintain its protective relay system and any other equipment owned or operated by the Transmission Customer.

3.5 Maintenance and Modifications To The Interconnection

A. The Transmission Customer shall repair and maintain during the term hereof all of the Transmission Customer's Interconnection Equipment on the Transmission Customer's side of the visible disconnect that isolates the Transmission Customer's Facilities from the Transmission Provider's system, in accordance with established practices and standards for the operation and maintenance of power system equipment.

B. The Transmission Customer shall maintain its own generation in accordance with Good Utility Practice. The Transmission Customer shall ensure that all Third Party Generation Facilities connected to the Transmission Customer system is maintained in accordance with the Transmission Provider's Technical Interconnection Requirements for Non-Utility Generation.

C. The Transmission Customer shall arrange with the Transmission Provider an initial functional testing and intertie inspection, to be completed prior to the Effective Date of this Agreement. In addition, the Transmission Customer shall arrange with the Transmission

Provider for an annual, visual inspection of all interconnection facilities and associated maintenance records. Every two years, the Transmission Customer shall arrange a relay calibration test and operational test of the Transmission Customer's Interconnection Equipment. The relay calibration test must be performed by a qualified contractor approved by the Transmission Provider and acceptable to the Transmission Customer or by the Transmission Provider itself. After the relay calibration tests are completed, the Transmission Provider may perform a relay system functional test. The Transmission Customer shall bear the cost of any relay testing and any other assistance that may be requested by the Transmission Provider before and after the system is made operational.

D. Before April 1 of each year, the Transmission Provider shall provide the Transmission Customer with recommended dates for scheduling maintenance of the Transmission Customer's generating facilities and Third Party Generating Facilities greater than 20MW and the Transmission Customer transmission facilities operating at 44kV or greater. The Transmission Customer shall provide to the Transmission Provider on or before May 1 of each year a list of periods, in order of preference and in accordance with the Transmission Provider's recommended dates, during which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year. If the Transmission Provider does not provide the Transmission Customer with recommended dates before April 1 of any year, the Transmission Customer shall nonetheless provide the Transmission Provider on or before May 1 of that year, a list of periods, in order of preference, in which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year, and the Transmission Provider will attempt to accommodate the Transmission Customer's proposed schedule of maintenance periods if the Transmission Provider can do so without adverse operational or economic effect on the Transmission Provider or its customers. By June 1 of each year, the Transmission Customer and the Transmission Provider will agree on maintenance periods for the Interconnection Equipment.

E. If the Transmission Provider in its reasonable judgment determines that the Transmission Customer's Interconnection Equipment is, in any substantial respect, being maintained otherwise than in accordance with Good Utility Practice, the Transmission Provider may so notify the Transmission Customer in writing. Within thirty (30) days of the date of notification, the Transmission Customer shall conform its maintenance practices to the requirements of Good Utility Practice and of this Agreement. In the event that the Transmission Customer fails to bring its maintenance practices into conform-

ance with the requirements of Good Utility Practice within that thirty (30) day period, the Transmission Provider may de-energize the Interconnection between the Transmission Customer and the Transmission Provider until the Transmission Customer has conformed its maintenance practices as provided herein.

F. The Transmission Customer shall give the Transmission Provider adequate written notice of any modification or replacement of the Transmission Customer's Interconnection Equipment. All additions, modifications or replacements must meet the requirements of this Agreement and all standards of Good Utility Practice. If the Transmission Customer makes changes without notice to the Transmission Provider, and if the Transmission Provider has reasonable cause to believe that the changes may create dangerous conditions, the Transmission Provider may de-energize the interconnection between the Transmission Customer and the Transmission Provider.

G. The Transmission Customer, at its expense, shall change the Transmission Customer's Interconnection Equipment as may be reasonably required by the Transmission Provider or as may otherwise be required to conform to Good Utility Practice to meet changing requirements of the Transmission Provider's system.

H. In the event that de-energization of the interconnection is required by the provisions of this Agreement, the Transmission Provider will only de-energize the interconnection at the affected Point or Points of Delivery.

4.0 Power Factor

To prevent degradation of voltage to the Transmission Provider's customers, to prevent unnecessary system losses, and to maintain the Transmission Provider voltage levels and area reactive support, the Transmission Customer shall maintain at 97 % or higher power factor. Should the Transmission Provider be required to maintain a higher level than 97 %, the Transmission Customer shall be required to do so as well. Failure by the Transmission Customer to maintain acceptable Power Factor may result in additional Direct Assigned Facilities charges associated with installing any equipment needed to maintain the designated power factor or additional charges to compensate for reactive power delivery.

5.0 Voltage Control

The Transmission Customer's automatic voltage control equipment shall ensure that no more than a 3 % instantaneous variation in voltage shall occur at the

interconnection during connection or disconnection of a synchronous generator, an induction generator, or any motor, load, capacitor or other equipment.

6.0 Harmonics

The Transmission Customer must operate and maintain its system in a manner that avoids the generation of harmonic frequencies exceeding the limits established in the standards used by the Transmission Provider.

7.0 Default

The Transmission Customer's failure to meet the terms and conditions of the Agreement shall be deemed to be a default resulting in the Transmission Provider seeking, consistent with Regie decisions, orders, rules and regulations, immediate termination of service.

ATTACHMENT H

ANNUAL TRANSMISSION REVENUE REQUIREMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1. The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be 2 260 000 000 \$.

2. The amount in (1) shall be effective until amended by the Transmission Provider or modified by the Régie.

ATTACHMENT I

INDEX OF NETWORK INTEGRATION TRANSMISSION SERVICE CUSTOMERS

Customer	Date of Service Agreement
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1266

Gouvernement du Québec

O.C. 283-97, 5 March 1997

An Act respecting income security
(R.S.Q., c. S-3.1.1)

Income security — Amendments

Regulation to amend the Regulation respecting income security

WHEREAS in accordance with section 91 of the Act respecting income security (R.S.Q., c. S-3.1.1), the Government, by Order in Council 922-89 dated 14 June 1989, made the Regulation respecting income security;

WHEREAS it is expedient to further amend that Regulation;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the text of the Regulation attached to this Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 8 January 1997, with a notice that it could be made by the Government at the expiry of 45 days following that publication;

WHEREAS those 45 days have expired;

WHEREAS it is expedient to make the Regulation, with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of State for Employment and Solidarity and Minister of Income Security:

THAT the Regulation to amend the Regulation respecting income security, attached to this Order in Council, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting income security

An Act respecting income security
(R.S.Q., c. S-3.1.1, s. 91, 1st par., subpars. 4, 5, 8, 16.01, 22.1, 23 to 24.1 and 25, and 2nd par.; 1995, c. 69, s. 20, pars. 4, 7 and 9; 1996, c. 78, s. 6, pars. 1 to 4)

1. The Regulation respecting income security, made by Order in Council 922-89 dated 14 June 1989 and amended by the Regulations made by Orders in Council 1917-89 dated 13 December 1989, 1051-90 dated 18 July 1990, 1733-90 and 1734-90 dated 12 December 1990, 1793-90 dated 19 December 1990, 567-91 dated 24 April 1991, 1721-91 dated 11 December 1991, 285-92 dated 26 February 1992, 379-92 and 380-92 dated 18 March 1992, 868-92 dated 10 June 1992, 1155-92 dated 5 August 1992, 1798-92 and 1799-92 dated 9 December 1992, 123-93 dated 3 February 1993, 825-93 dated 9 June 1993, 1287-93 dated 8 September 1993, 1780-93 dated 8 December 1993, 159-94 dated 19 January 1994, 249-94 dated 9 February 1994, 827-94 dated 8 June 1994, 1160-94 dated 20 July 1994, 260-95 dated 1 March 1995, 1354-95 dated 11 October 1995, 202-96 dated 14 February 1996, 266-96 dated 28 February 1996, 761-96 dated 19 June 1996, 926-96 dated 17 July 1996, 1290-96 dated 9 October 1996, 1480-96 dated 27 November 1996 and 1566-96 dated 11 December 1996, is further amended, in section 13:

(1) by substituting the following for subparagraph 1:

“(1) Scale based on unavailability:

Adult(s)	Dependent children	Scale of needs	Work income excluded
1	0	577	84
1	1	822	71
1	2 or more	943	80
2	0	913	79
2	1	1 034	68
2	2 or more	1 130	73”;

(2) by substituting the following for subparagraphs 3 to 5:

“(3) Scale based on participation:

Adult(s)	Dependent children	Scale of needs	Work income excluded
1	0	597	110
1	1	842	97
1	2 or more	963	107
2	0	933	130
2	1	1 054	141
2	2 or more	1 150	147;

(4) Scale based on non-participation:

Adult(s)	Dependent children	Scale of needs	Work income excluded
1	0	477	184
1	1	722	170
1	2 or more	843	180
2	0	738	231
2	1	859	242
2	2 or more	955	247;

(5) Mixed scale:

Adult(s)	Dependent children	Scale of needs	Work income excluded
1 non-participant and 1 participant	0	836	181
	1	957	192
	2 or more	1 053	197
1 non-participant and 1 unavailable	0	826	155
	1	947	155
	2 or more	1 043	160
1 unavailable and 1 participant	0	923	105
	1	1 044	105
	2 or more	1 140	110.”.

2. The following is inserted before paragraph 1 of section 13.1:

“(0.1) for the purposes of subparagraph 3 of the first paragraph of section 16 of the Act, an adult member of a family having the care of a dependent child who is less than five years of age on 30 September or who is five years of age on that date, where no full-time kindergarten class is available for the child;”.

3. The following is substituted for the table in section 14.1:

“Category of needs	Scale of needs	Work income excluded
Unavailability	231	84
Participation	251	110
Non-participation	131	184”.

4. Section 18 is revoked.

5. The fourth paragraph of section 25 is struck out.

6. Section 35 is amended

(1) by substituting “\$275” for “\$250” in the first paragraph;

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

“Where such transportation is by ambulance, the benefits shall be granted, in the case of an adult, if the need for transportation is attested to by a certificate signed by a physician or by a person designated for that purpose by an establishment that operates a centre referred to in section 79 of the Act respecting health services and social services (R.S.Q., c. S-4.2) to which the beneficiary is taken, or if the transportation is authorized by a centre for the coordination of emergency calls set up under the Act respecting health services and social services for Cree Native persons (R.S.Q., c. S-5).

An application for payment of transportation by ambulance may be made by the carrier. The application shall be accompanied by a document proving that the transportation took place and indicating, except for a centre referred to in the third paragraph, whether transportation by ambulance was needed. The Minister shall then pay the carrier irrespectively, for the sole purposes of payment, of whether such transportation was needed. Such payment shall not be deemed to be an acknowledgment by the Minister of the need for the transportation. Where the need is not attested to, benefits thus granted shall be deemed to have been received without entitlement by the adult.”;

(3) by adding the following at the end of the next paragraph, after the words “means of transportation.”: “In respect of a beneficiary of the work and employment incentives program, the special benefits for the expenses for each occasion where an adult is transported by taxi shall be granted minus \$20 or 20 % of the transportation cost, whichever is less. The maximum for that deduction shall be \$20 per month but shall not exceed \$100 per year per adult. It shall be computed on the basis of the date of receipt of the application for payment or on the basis of any advance authorization given by the Minister.”.

7. The following is added at the end of section 119:

“(3) if the recoverable amount results from a statement containing false information or from a document containing false information, made or sent more than once by a person so as to render himself or his family eligible for benefits under a last resort assistance program or so as to receive, or cause his family to receive, benefits greater than the benefits which would otherwise have been granted to him or his family, the payments may not be less than \$224 per month.”.

8. The following is added after section 120.1:

“**120.2** For the purposes of the second paragraph of section 35 of the Act, a person shall reimburse, in addition to the amount of the benefits, the amount of the interest accrued to the value of the right he has realized.

Where the amount of the benefits is less than the value of the realized right, the interest shall be computed in proportion to the amount of the benefits and on the basis of the period for which they were granted.

120.3 A debtor of support is liable for the payment to the Minister of costs of \$100 where the Minister is subrogated under section 39 of the Act and a support payment is not made by the debtor when due. Those costs may not be collected before the arrears have been paid.

Those costs shall be collected by the Minister of Revenue where he is in charge of the collection of support under the Act to facilitate the payment of support (1995, c. 18).”.

9. The following is added to section 123:

“(3) a recoverable amount resulting from a statement containing false information or from a document containing false information, made or sent more than once by a person so as to render himself or his family eligible for benefits under a last resort assistance program or so

as to receive, or cause his family to receive, benefits greater than the benefits which would otherwise have been granted to him or his family, in which case the maximum shall be \$224; however, such compensation and any reduction imposed under section 83 shall not exceed 50 % of the benefits that would have been received by the adult or his family without those reductions, in which case only the compensation amount shall be reduced, without being reduced to less than \$112.”.

10. Section 124 is amended by substituting, in the second paragraph, the words “except where a recoverable amount is owed by a person having made a statement containing false information or having sent a document containing false information so as to render himself or his family eligible for benefits under a last resort assistance program or so as to receive, or cause his family to receive, benefits greater than the benefits which would otherwise have been granted to him or his family, subparagraph 2 of the first paragraph ceases to apply in respect of the recoverable amount” for the words “subparagraph 2 of the first paragraph ceases to apply in respect of that amount”.

11. The following is inserted before subparagraph 1 of section 124.1:

“(0.1) \$100 for any formal notice sent under section 41 of the Act, where the recoverable amount is owed by a person having made a statement containing false information or having sent a document containing false information so as to render himself or his family eligible for benefits under a last resort assistance program or so as to receive, or cause his family to receive, benefits greater than the benefits which would otherwise have been granted to him or his family;”.

12. This Regulation comes into force on 1 April 1997, except section 2, which will come into force on 1 October 1997.

1277

M.O., 1997

Minister’s Order 97-01 of the Minister of Health and Social Services dated 26 February 1997

Regulation respecting the procedure for the election and appointment of the members of the boards of directors of regional boards

CONSIDERING section 397.3 of the Act respecting health services and social services (R.S.Q., c. S-4.2) enacted by section 38 of Chapter 36 of the Statutes of

1996, which provides that the Minister of Health and Social Services shall determine, by regulation, the procedure to be followed for the election of the persons referred to in subparagraphs 1 to 5 of the first paragraph of section 397 of that Act;

CONSIDERING sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) and the fact that a draft of the Regulation respecting the procedure for the election and appointment of the members of the boards of directors of regional boards was published in Part 2 of the *Gazette officielle du Québec* of 8 January 1997, on page 148;

CONSIDERING section 18 of that Act;

CONSIDERING the urgency owing to the following circumstances:

- the need to elect the members of the boards of directors of the regional boards as soon as possible so that the new boards of directors may hold a meeting at the earliest date possible to appoint coopted members;
- the importance for the members of these boards of directors to receive adequate training before the beginning of summer to ensure that the boards of directors are operational in the fall at the latest;
- the fact that the current members of the boards of directors of the regional boards have been in office since 1 October 1992 and that their term of office has been extended for one year;
- the minimum of 65 days between the coming into force of the Regulation and the date of the elections;

CONSIDERING that it is necessary to make the Regulation with amendments;

THEREFORE, the Minister of Health and Social Services makes the Regulation respecting the procedure for the election and appointment of the members of the boards of directors of regional boards, the text of which is attached to this Order.

JEAN ROCHON,
Minister of Health and Social Services

Regulation respecting the procedure for the election and appointment of the members of the boards of directors of regional boards

An Act respecting health services and social services (R.S.Q., c. S-4.2, s. 397.3; 1996, c. 36, s. 38)

DIVISION I GENERAL

§1. Scope

1. This Regulation applies to the election of the members of the boards of directors of regional health and social services boards by electoral colleges referred to in subparagraphs 1 to 5 of the first paragraph of section 397 of the Act respecting health services and social services (R.S.Q., c. S-4.2), replaced by section 37 of Chapter 36 of the Statutes of 1996.

§2. Returning officer

2. The Minister of Health and Social Services shall appoint a returning officer for each regional board not later than 65 days prior to the date of the elections.

3. A returning officer may appoint the deputy returning officers and scrutineers he needs to perform his duties.

4. The duties of a returning officer are to

- (1) give notice of an election;
- (2) accept or refuse nominations;
- (3) draw up a list of the nominated candidates;
- (4) inform the voters and candidates of the election procedure;
- (5) supervise the conduct of the election;
- (6) count the votes;
- (7) declare the candidates elected; and
- (8) forward the election documents to the regional board and a copy of the nomination papers of elected candidates to the Minister.

5. A deputy returning officer shall perform the following duties under the authority of the returning officer:

(1) he receives candidacies and forwards them to the returning officer;

(2) he informs the voters and candidates of the election procedure;

(3) he supervises the conduct of the election;

(4) he counts the votes; and

(5) he informs the returning officer of the results of the election.

6. The regional board shall provide the returning officer and his deputy returning officers with the technical and administrative support required for the elections to be held and shall keep the election documents for at least one year from the date on which the votes are counted.

DIVISION II **ELECTIONS BY INSTITUTIONS IN THE REGION**

§1. Election notice and nominations

7. Not later than 60 days prior to the date of the election, the returning officer shall forward to the chairman of the board of directors of each public institution and to the chairman of the board of directors or the permit holder of each private institution in the region a notice mentioning that they are entitled to take part in the election of the members of the board of directors of the regional board and describing the procedure to make nominations. The election notice shall indicate the number of members to be elected by the institutions in the region, according to the group composition determined by the Minister under section 397.2 of the Act, made by section 38 of Chapter 36 of the Statutes of 1996.

The election notice shall mention the requirement in subparagraph 1 of the first paragraph of section 397 of the Act and the restrictions provided for in section 398.1 of the Act, replaced by sections 37 and 40 of Chapter 36 of the Statutes of 1996.

8. A nomination shall be made by means of a certified true copy of a resolution of the board of directors, together with a nomination paper drawn up in accordance with the one in Schedule I or, in the case of an institution that is not a legal person, by means of a letter together with the nomination paper.

It shall be received by the returning officer not later than 35 days prior to the date of the election, before 5:00 p.m.

9. At the end of the nomination period, the returning officer shall draw up a list of the nominated candidates in respect of each group.

For each candidate, he shall indicate the name of the institution that nominated him.

§2. Election by acclamation

10. At the close of nominations for a group determined by the Minister, where the number of candidates is less than or equal to the number of members to be elected, the returning officer shall declare the candidates elected. The returning officer shall then complete the certificate of election by acclamation in Schedule II and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the institutions concerned.

§3. Voting

11. At the close of nominations for a group determined by the Minister, where the number of candidates is greater than the number of members to be elected, the returning officer shall forward a list of the candidates to the institutions composing the group not later than 30 days prior to the date of the election. Such list shall be accompanied by a notice indicating the date, time and place of the election and the number of candidates to be elected and by a voting envelope.

12. Institutions shall send their vote to the returning officer not later than the day preceding the election, before 5:00 p.m., by means of a certified true copy of a resolution of the board of directors inserted in the envelope provided or, in the case of an institution that is not a legal person, by means of a letter inserted in the envelope provided.

§4. Counting of votes

13. The returning officer shall open the envelopes on the date and at the time and place indicated in the notice.

Each candidate or, in his absence, a representative designated in writing by him may be present when the votes are being counted.

The returning officer shall count the votes and indicate, on the list of candidates, beside each name, the number of votes received.

14. The returning officer shall declare elected the candidates who have obtained the greatest number of votes, considering the group composition determined by the Minister.

Where there is a tie-vote resulting in the election of more candidates than the number required in a group, the returning officer shall draw lots among the candidates who obtained an equal number of votes and who are the closest to the candidate who obtained the greatest number of votes.

15. The returning officer shall complete the certificate of election provided in Schedule III and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the institutions concerned.

§5. Recount

16. At the request of a candidate or his representative, the returning officer shall recount the votes.

Such request shall be made in writing and be received by the returning officer not later than 5 days following the date of the election.

The returning officer shall recount the votes within 5 days of receiving the request.

The candidates and their representatives may be present when the votes are being recounted.

DIVISION III ELECTIONS BY REGIONAL COMMUNITY ORGANIZATIONS

§1. Election notice and nominations

17. Not later than 60 days prior to the date of the election, the returning officer shall forward to each regional community organization designated in accordance with subparagraph 2 of the first paragraph of section 397 of the Act a notice mentioning that they are entitled to take part in the election of the members of the board of directors of the regional board and describing the procedure to make nominations. The election notice shall indicate the number of members to be elected by those organizations.

The election notice shall mention the requirement in subparagraph 2 of the first paragraph of section 397 of the Act and the restrictions provided for in section 398.1 of the Act.

18. A nomination shall be made by means of a certified true copy of a resolution of the board of directors, together with a nomination paper drawn up in accordance with the one in Schedule I.

It shall be received by the returning officer not later than 35 days prior to the date of the election, before 5:00 p.m.

19. At the end of the nomination period, the returning officer shall draw up a list of the nominated candidates and shall indicate on it, in respect of each candidate, the name of the organization on whose board of directors he sits and the type of services provided by that organization. The returning officer may also indicate the municipality where the organization is located.

§2. Election by acclamation

20. At the close of nominations, where the number of candidates is less than or equal to the number of members to be elected, the returning officer shall declare the candidates elected. The returning officer shall then complete the certificate of election by acclamation in Schedule II and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the community organizations.

§3. Voting

21. At the close of nominations, where the number of candidates is greater than the number of members to be elected, the returning officer shall forward a list of the candidates to each community organization not later than 30 days prior to the date of the election. Such list shall be accompanied by a notice indicating on what date and at what time and place votes will be counted and by a voting envelope.

22. Community organizations shall send their vote to the returning officer not later than the day preceding the election, before 5:00 p.m., by means of a certified true copy of a resolution of their board of directors inserted in the envelope provided.

§4. *Counting of votes*

23. The returning officer shall open the envelopes on the date and at the time and place indicated in the notice.

Each candidate or, in his absence, a representative designated in writing by him may be present when the votes are being counted.

The returning officer shall count the votes and indicate, on the list of candidates, beside each name, the number of votes received.

24. The returning officer shall declare elected the candidates who have obtained the greatest number of votes, considering the groups determined by the Minister.

Where there is a tie-vote resulting in the election of more candidates than required, considering the group composition determined by the Minister, the returning officer shall draw lots among the candidates who obtained an equal number of votes and who are the closest to the candidate who obtained the greatest number of votes.

If complying with the representation determined by the Minister results in the impossibility of electing the determined number of members on the board of directors of the regional board by community organizations, the other candidates having obtained the greatest number of votes shall be declared elected, regardless of the representation, until the required number of members is reached.

25. The returning officer shall complete the certificate of election provided in Schedule III and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the community organizations.

§5. *Recount*

26. At the request of a candidate or his representative, the returning officer shall recount the votes.

Such request shall be made in writing and be received by the returning officer not later than 5 days following the date of the election.

The returning officer shall recount the votes within 5 days of receiving the request.

The candidates and their representatives may be present when the votes are being recounted.

DIVISION IV ELECTIONS BY REGIONAL COUNTY MUNICIPALITIES, URBAN COMMUNITIES, VILLE DE MONTRÉAL AND VILLE DE LAVAL

§1. *Election notice and nominations*

27. Not later than 60 days prior to the date of the election, the returning officer shall forward to each regional county municipality whose territory is comprised in the region, to the urban communities, to Ville de Montréal and to Ville de Laval a notice mentioning that they are entitled to take part in the election of the members of the board of directors of the regional board and describing the procedure to make nominations. The election notice shall indicate the number of members to be elected by regional county municipalities, urban communities, Ville de Montréal and Ville de Laval.

The election notice shall mention the requirements in subparagraph 3 of the first paragraph of section 397 of the Act and the restrictions provided for in section 398.1 of the Act.

In the case of urban communities, Ville de Montréal and Ville de Laval, the notice of election shall indicate that each of them takes part individually in the election and that, consequently, the elected municipal officers whose names will be forwarded to the returning officer will be declared elected, provided that the requirements and restrictions mentioned in the second paragraph are complied with.

28. A nomination shall be made by means of a certified true copy of a resolution, together with a nomination paper drawn up in accordance with the one in Schedule I.

It shall be received by the returning officer not later than 35 days prior to the date of the election, before 5:00 p.m.

29. At the end of the nomination period, the returning officer shall draw up a list of the nominated candidates and shall indicate on it, in respect of each candidate, the name of the local municipality in which he is an elected officer and the name of the regional county municipality or of the urban community in which such local municipality is comprised, where applicable.

§2. Election by acclamation

30. At the close of nominations, where the number of candidates is less than or equal to the number of members to be appointed, the returning officer shall declare the candidates elected by complying with the requirements of subparagraph 3 of the first paragraph of section 397 of the Act and with the group composition determined by the Minister under section 397.2 of the Act. The returning officer shall then complete the certificate of election by acclamation in Schedule II and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to each regional county municipality, each urban community, Ville de Montréal and Ville de Laval.

§3. Voting

31. At the close of nominations, where the number of candidates is greater than the number of members to be elected, the returning officer shall forward a list of the candidates to each regional county municipality not later than 40 days prior to the date of the election. Such list shall be accompanied by a notice indicating on what date and at what time and place votes will be counted and by a voting envelope.

32. Regional county municipalities shall send their ballot paper to the returning officer not later than the day preceding the election, before 5:00 p.m., by means of a certified true copy of a resolution inserted in the envelope provided for that purpose.

§4. Counting of votes

33. The returning officer shall open the envelopes on the date and at the time and place indicated in the notice.

Each candidate or, in his absence, a representative designated in writing by him may be present when the votes are being counted.

The returning officer shall count the votes and indicate, on the list of candidates, beside each name, the number of votes received.

34. The returning officer shall declare elected the candidates who have obtained the greatest number of votes in accordance with the requirements of subparagraph 3 of the first paragraph of section 397 of the Act and with the group composition determined by the Minister under section 397.2 of the Act.

Where there is a tie-vote resulting in the election of more candidates than the number required, the returning officer shall draw lots among the candidates who obtained an equal number of votes and who are the closest to the candidate who obtained the greatest number of votes.

35. The returning officer shall complete the certificate of election provided in Schedule III and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the regional county municipalities.

§5. Recount

36. At the request of a candidate or his representative, the returning officer shall recount the votes.

Such request shall be made in writing and be received by the returning officer not later than 5 days following the date of the election.

The returning officer shall recount the votes within 5 days of receiving the request.

The candidates and their representatives may be present when the votes are being recounted.

DIVISION V ELECTIONS BY REGIONAL EDUCATIONAL INSTITUTIONS

§1. Election notice and nominations

37. Not later than 60 days prior to the date of the election, the returning officer shall forward to the board of directors of the educational institutions having their head office in the region a notice mentioning that they are entitled to take part in the election of the members of the board of directors of the regional board.

The election notice shall mention the requirement in subparagraph 2 of the first paragraph of section 397 of the Act and the restrictions provided for in section 398.1 of the Act.

38. A nomination shall be made by means of a certified true copy of a resolution of the board of directors, together with a nomination paper drawn up in accordance with the one in Schedule I.

It shall be received by the returning officer not later than 35 days prior to the date of the election, before 5:00 p.m.

39. At the end of the nomination period, the returning officer shall draw up a list of the nominated candidates and shall indicate on it, in respect of each candidate, the name of the educational institution in which he is an administrator or a member of the board of directors.

§2. Election by acclamation

40. At the close of nominations, where the number of candidates is less than or equal to the number of members to be elected, the returning officer shall declare the candidates elected. The returning officer shall then complete the certificate of election by acclamation in Schedule II and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the educational institutions.

§3. Voting

41. At the close of nominations, where the number of candidates is greater than the number of members to be elected, the returning officer shall forward a list of the candidates to each educational institution not later than 30 days prior to the date of the election. Such list shall be accompanied by a notice indicating on what date and at what time and place votes will be counted and by a voting envelope.

42. Educational institutions shall send their vote to the returning officer not later than the day preceding the election, before 5:00 p.m., by means of a certified true copy of a resolution of the board of directors inserted in the envelope provided.

§4. Counting of votes

43. The returning officer shall open the envelopes on the date and at the time and place indicated in the notice.

Each candidate or, in his absence, a representative designated in writing by him may be present when the votes are being counted.

The returning officer shall count the votes and indicate, on the list of candidates, beside each name, the number of votes received.

44. The returning officer shall declare elected the candidates who have obtained the greatest number of votes.

Where there is a tie-vote resulting in the election of more candidates than the number required, the returning officer shall draw lots among the candidates who obtained an equal number of votes and who are the closest to the candidate who obtained the greatest number of votes.

45. The returning officer shall complete the certificate of election provided in Schedule III and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the educational institutions.

§5. Recount

46. At the request of a candidate or his representative, the returning officer shall recount the votes.

Such request shall be made in writing and be received by the returning officer not later than 5 days following the date of the election.

The returning officer shall recount the votes within 5 days of receiving the request.

The candidates and their representatives may be present when the votes are being recounted.

DIVISION VI ELECTIONS BY REGIONAL ORGANIZATIONS REPRESENTING SOCIO-ECONOMIC GROUPS AND BY ORGANIZATIONS AND ASSOCIATIONS WHOSE ACTIVITIES ARE RELATED TO THE FIELD OF HEALTH AND SOCIAL SERVICES

§1. Election notice and nominations

47. Not later than 60 days prior to the date of the election, the returning officer shall forward to each regional organization and association designated in accordance with subparagraph 5 of the first paragraph of section 397 of the Act a notice mentioning that they are entitled to take part in the election of the members of the board of directors of the regional board and describing the procedure to make nominations. The election notice shall indicate the number of members to be elected by those organizations and associations.

The election notice shall mention the restrictions provided for in section 398.1 of the Act.

48. A nomination shall be made by means of a certified true copy of a resolution of the board of directors, together with a nomination paper drawn up in accordance with the one in Schedule I or, in the case of an association not incorporated as a legal person, by means of a letter from its representative, together with the nomination paper.

It shall be received by the returning officer not later than 35 days prior to the date of the election, before 5:00 p.m.

49. At the end of the nomination period, the returning officer shall draw up a list of the nominated candidates and shall indicate on it, in respect of each candidate, the name of the organization or association that nominated him. He may also indicate the municipality in which the organization or association is located.

§2. Election by acclamation

50. At the close of nominations, where the number of candidates is less than or equal to the number of members to be appointed, the returning officer shall declare the candidates elected. The returning officer shall then complete the certificate of election by acclamation in Schedule II and forward it to the regional board within 5 days, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to each organization and association.

§3. Voting

51. At the close of nominations, where the number of candidates is greater than the number of members to be elected, the returning officer shall forward a list of the candidates to each organization and association not later than 30 days prior to the date of the election. Such list shall be accompanied by a notice indicating on what date and at what time and place votes will be counted and by a voting envelope.

52. Organizations and associations shall send their vote to the returning officer not later than the day preceding the election, before 5:00 p.m., by means of a certified true copy of a resolution of the board of directors inserted in the envelope provided for that purpose or, in the case of an association not incorporated as a

legal person, by means of a letter from its representative inserted in the envelope provided.

§4. Counting of votes

53. The returning officer shall open the envelopes on the date and at the time and place indicated in the notice.

Each candidate or, in his absence, a representative designated in writing by him may be present when the votes are being counted.

The returning officer shall count the votes and indicate, on the list of candidates, beside each name, the number of votes received.

54. The returning officer shall declare elected the candidates who have obtained the greatest number of votes.

Where there is a tie-vote resulting in the election of more candidates than the number required, the returning officer shall draw lots among the candidates who obtained an equal number of votes and who are the closest to the candidate who obtained the greatest number of votes.

55. The returning officer shall complete the certificate of election provided in Schedule III and forward it to the regional board within 5 days of the election, with the elected candidates' nomination papers. He shall also forward a copy of those documents to the Minister.

Within 5 days of the election, the returning officer shall forward a notice of the election containing the names of the persons elected to the organizations and associations concerned.

§5. Recount

56. At the request of a candidate or his representative, the returning officer shall recount the votes.

Such request shall be made in writing and be received by the returning officer not later than 5 days following the date of the election.

The returning officer shall recount the votes within 5 days of receiving the request.

The candidates and their representatives may be present when the votes are being recounted.

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



Gouvernement du Québec
Ministère de la Santé et des Services sociaux
Cabinet du sous-ministre - Secrétariat

**Schedule I
(ss.8, 18, 28, 38 and 48)**

NOMINATION PAPER OF A CANDIDATE

Please complete in "BLACK" block letters

Name of the regional board ▶																																									
Section I - Nomination																																									
Surname and given name of candidate		Sex M <input type="checkbox"/> F <input type="checkbox"/>	Date of birth Y M D	Social insurance N°																																					
Address (N°, street, municipality, county, province)																																									
Postal code		Telephone home Area code	Telephone office Area code																																						
Section II - Nominator																																									
A) Resolution in the case of a legal person																																									
At the sitting of _____ 19____ the board of directors of _____,																																									
which is a member of the electoral college _____ Name of the legal person																																									
adopted the following resolution: that _____ Surname and given name of																																									
be nominated for the position of member of the board of directors _____ Name of the regional board																																									
_____ Signature of authorized person																																									
B) In the case of a private institution or of an association not incorporated as a legal person																																									
1- Name of the institution or association		Telephone		2- Surname and given name of the signee																																					
Address		Address		Telephone																																					
Signature				Signature																																					
Section III - Candidate's consent																																									
I, the undersigned, agree to be a candidate for the position of member of the board of directors																																									
_____ Name of the regional board			_____ Name of the electoral college																																						
I authorize the transmission of the information entered in this paper to the regional board and, if I am elected, to the ministère de la Santé et des Services sociaux. The information transmitted to the regional board and to the Department is governed by the Act respecting Access to documents held by public bodies and the Protection of personal information.																																									
In witness whereof, I have signed at: _____ on _____ 19 _____																																									
_____ Signature of candidate																																									
Section IV - For use of the regional board																																									
1- Transaction Registration Correction Cancellation		1 2 3	2- Method of election Vote 1 Accla- mation 2		2 1 2																																				
3- Terms of office Number			4- Start of term of office		5- Year of term of office 19																																				
6- Electoral college * (see list below)					_____																																				
Date Y M D		Signature of the executive director																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="6" style="text-align: center; font-weight: bold; font-size: small;">*LISTE OF CODES</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">15- Institutions</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">16- Community organizations</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">17- Regional county municipalities or municipalities</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">18- Educational institutions</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">19- Organizations and associations</td> </tr> </table>						*LISTE OF CODES						15- Institutions						16- Community organizations						17- Regional county municipalities or municipalities						18- Educational institutions						19- Organizations and associations					
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IN COMPLIANCE WITH SECTIONS 64 AND 65 OF THE ACT RESPECTING ACCESS TO DOCUMENTS HELD BY PUBLIC BODIES AND THE PROTECTION OF PERSONAL INFORMATION.

Please note that:
1- The information on this form is gathered for the regional board and, if the candidate is elected, for the ministère de la Santé et des Services sociaux.
2- The information transmitted to the regional board and the MSSS is used to make up the file of the members of the boards directors of the regional boards.

3- The following will have access to that information:
- the employees of the regional board and the MSSS within the scope of their office;
- any other user meeting the requirements of this Act.
4- The information on the form is compulsory.
5- The masculine form used in the text designates women as well as men.



Gouvernement du Québec
Ministère de la Santé et des Services sociaux
Cabinet du sous-ministre - Secrétariat

Schedule II
(ss.10, 20, 30, 40 and 50)

CERTIFICATE OF ELECTION BY ACCLAMATION

I, the undersigned, the Returning Officer, hereby declare that I have received and accepted the candidacies of the following persons for the positions that must be filled within the board of directors of:

_____ Name of the regional board

following election by: _____ Name of the electoral college

	Name	Address	Telephone
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above candidates are declared elected.

In witness whereof, I have signed this certificate on _____ 19____
Day Month Year

at _____ at _____
Time Place

Signature: _____

Address: _____

Telephone: _____



Gouvernement du Québec
Ministère de la Santé et des Services sociaux
Cabinet du sous-ministre - Secrétariat

Schedule III
(ss.15, 25, 35, 45 and 55)

CERTIFICATE OF ELECTION

Electoral college _____

Name of the regional board

I, the undersigned, _____ acting as Returning

Officer, hereby declare that:

THE FOLLOWING CANDIDATES HAVE BEEN ELECTED:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

1. SIGNATURE

Returning Officer

Signature _____ Date _____

Address _____ Telephone _____

Notice

Amendments to the Rules of practice of the Superior Court of Québec in civil matters

Notice is hereby given that the Rules to amend the Rules of practice of the Superior Court of Québec in civil matters, the text of which appears below, were made by the judges of the Superior Court of Québec by way of a consultation by mail, on 31 January 1997, in accordance with article 47 of the Code of Civil Procedure (R.S.Q., c. C-25).

Montréal, 25 February 1997

LYSE LEMIEUX,
Chief Justice

Rules to amend the Rules of practice of the Superior Court of Québec in civil matters

Code of Civil Procedure
(R.S.Q., c. C-25, s. 47)

1. The rules of practice of the Superior Court of Québec in civil matters (R.R.Q., 1981, c. C-25, r. 8), amended by the decisions dated 29 February 1984, 19 October 1984, 12 March 1986, 22 December 1986, 8 May 1987, 7 March 1988, 3 May 1989, 11 December 1989, 18 June 1990, 21 June 1991, 1 June 1992, 23 June 1994, 20 September 1995 and 7 August 1996, are further amended by adding the following paragraph after the first paragraph of Rule 3:

“All proceedings relating to the simplified procedure and the backings therefor shall contain the words “Simplified Procedure” immediately above the designation of “Superior Court”.”.

2. The word “application” is substituted for the word “writ” in subparagraph *iii* of paragraph *d* of Rule 14.

3. Rule 15 is amended

(1) by substituting the following for the first paragraph:

“No proceeding introduced by a declaration and contested on the merits shall be placed on the roll for hearing unless a certificate complying with Form I and issued by the clerk is filed in the record. As soon as the certificate is filed, notice thereof shall be given by the clerk to the parties and their attorneys.”; and

(2) by substituting the following for the fourth paragraph:

“The party upon whom the declaration of inscription on the roll is served has 60 days to serve and file its own declaration of inscription on the roll; when the simplified procedure is used, the 60-day period is reduced to 30 days. Failing that, the party is foreclosed from doing so. Upon the expiry of the period, the clerk shall issue the certificate of readiness. The foreclosed party may not file its declaration after such issuance without the Court’s authorization.”.

4. The following paragraph is added at the end of Rule 16:

“In matters governed by the simplified procedure, the one-year period is reduced to 3 months and the 90-day period is reduced to 30 days.”.

5. The following is substituted for Rule 27:

“**27.** A case shall be inscribed on the roll for urgent matters where it must be heard and decided by preference by reason of a provision of law or of a decision of the Chief Justice or a judge designated by him for such purpose (article 275), particularly the following matters:

(1) those incidental to the compulsory execution of judgments (article 576);

(2) those to contest a claim filed by a creditor in a seizure by garnishment (article 646);

(3) those to contest a claim filed in the case of voluntary deposits (article 659); and

(4) those relating to applications for seizure before judgment (article 740).”.

6. The following is substituted for paragraph 1 of Form I:

“1. The first declaration of inscription on the roll was served more than

60 days
30 days

before the issuance of this certificate and was filed in the record with the list of exhibits.

The following parties are foreclosed from filing their declaration:

—
—
—

and the other parties have filed their duly completed declaration of inscription on the roll for hearing and the list of exhibits.”.

7. Form V is amended

(1) by deleting the words “writ and of” in paragraph 1; and

(2) by substituting the word “declaration” for the word “writ” in paragraph 3.

8. Section 12 of the Rules to amend the Rules of practice of the Superior Court of Québec in civil matters, published on 2 October 1996 in Part 2 of the *Gazette officielle du Québec*, is revoked.

9. These Rules come into force 10 days after their publication in the *Gazette officielle du Québec*.

1269

Notice

Amendments to the Rules of practice of the Superior Court of Québec in family matters

Notice is hereby given that the Rules to amend the Rules of practice of the Superior Court of Québec in family matters, the text of which appears below, were made by the judges of the Superior Court of Québec by way of a consultation by mail, on 31 January 1997, in accordance with article 47 of the Code of Civil Procedure (R.S.Q., c. C-25).

Montréal, 25 February 1997

LYSE LEMIEUX,
Chief Justice

Rules to amend the Rules of practice of the Superior Court of Québec in family matters

Code of Civil Procedure
(R.S.Q., c. C-25, s. 47)

1. The Rules of practice of the Superior Court of Québec in family matters (R.R.Q., 1981, c. C-25, r. 9), amended by the decisions of the judges of the Superior Court of Québec dated 29 October 1982, 19 October 1984, 28 February 1986, 23 October 1986, 7 March 1988, 15 April 1989, 18 June 1990, 21 June 1991, 1 June 1992, 23 June 1994 and 7 August 1996, are further

amended by substituting the following for the first paragraph of Rule 23.2:

“The judge may only issue a psycho-social evaluation order with the consent of the parties, after having ascertained that such evaluation is expedient.”.

2. The following is substituted for Rule 23.3:

“**23.3** At the interim stage, a judge who orders such evaluation shall mention whether the report must be forwarded to the Chief Justice or to the judge designated by the Chief Justice, unless he remains seized of the matter personally.

In any other case, the judge shall remain seized of the matter.”.

3. Rule 23.4 is amended

(1) by substituting the following for the first paragraph:

“The order shall be issued from the bench, in the presence of the parties. The judge may give reasons for his decision later.”;

(2) by deleting the words “If no liaison officer is available” in the second paragraph.

4. The following is substituted for Rule 23.5:

“**23.5** The order, drawn up as closely as possible to Form VII, shall indicate the specific object of the evaluation. Where expedient, the Court may issue an order under section 19 of the Act respecting health services and social services (R.S.Q., c. S-4.2) in compliance with Form VIII.”.

5. The words “mentioned in it” are substituted for the words “who ordered it” in Rule 24.

6. The following is substituted for section 25 of the Rules to amend the Rules of practice of the Superior Court of Québec in family matters, published on 2 October 1996 in Part 2 of the *Gazette officielle du Québec*:

“**25.** Sections 8, 9, 12, 13 and 20 of these Rules do not apply to cases before the Court on 30 September 1995.”.

7. Form VI is amended

(1) by deleting the words “as a result of an application for custody or access” at the end of the first paragraph; and

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

“We consent to cooperate on the conduct of interviews with each one of us and our child or children if the expert deems it expedient.”

8. The following is substituted for the words “and that its report in writing be made on or before _____ or as soon as possible.” in Form VII at the end of the text of the order:

“, that it file a written report on or before _____ and that the report be forwarded to
— the Chief Justice; or
— the judge designated by the Chief Justice; or
— the undersigned judge.”

9. Form VIII is amended

(1) by inserting the following after “Order (Rule 23.5)”:

“COMMUNICATION OF RECORDS ORDER (s. 19 of the Act respecting health services and social services (R.S.Q., c. S-4.2)); and

(2) by substituting the following for the words “in conformity with Section 7 of An Act respecting Health services and Social services (R.S.Q., c. S-5)” after the words “FOR THESE REASONS:”:

“in accordance with section 19 of the Act respecting health services and social services (R.S.Q., c. S-4.2)”.

10. These Rules come into force 10 days after their publication in the *Gazette officielle du Québec*.

1268

Notice

Amendments to the Rules of practice of the Superior Court of the district of Montréal in civil and family matters

Notice is hereby given that the Rules to amend the Rules of practice of the Superior Court of the district of Montréal in civil and family matters, the text of which appears below, were made by the judges of the Superior Court of the district of Montréal by way of a consultation by mail, on 31 January 1997, in accordance with article 47 of the Code of Civil Procedure (R.S.Q., c. C-25).

Montréal, 25 February 1997

LYSE LEMIEUX,
Chief Justice

Rules to amend the Rules of practice of the Superior Court of the district of Montréal in civil and family matters

Code of Civil Procedure
(R.S.Q., c. C-25, s. 47)

1. The Rules of practice of the Superior Court of the district of Montréal in civil and family matters (R.R.Q., 1981, c. C-25, r. 6), amended by the decisions of the judges of the Superior Court of the district of Montréal dated 19 October 1984, 23 June 1994 and 7 August 1996, are further amended by revoking Rule 12.

2. The following is substituted for Rule 15:

“**15.** The Chief Justice shall determine the number of sections of the Practice Division. The distribution of cases therein shall be made according to his instructions.”

3. The following is substituted for Rule 16:

“**16.** Unless the Chief Justice decides otherwise, notice of presentation of any proceeding shall be given for 9:15 a.m. in the rooms designated respectively for civil matters, family matters or for the special clerk.”

4. Rule 17 is revoked.

5. These Rules come into force 10 days after their publication in the *Gazette officielle du Québec*.

1270

Draft Regulations

Draft Regulation

Automobile Insurance Act
(R.S.Q., c. A-25)

Insurance contributions — 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 Regulation to amend the Regulation respecting insurance contributions, the text of which appears below, may be submitted to the Government for approval upon the expiry of 45 days following this publication.

The insurance contribution payable upon the issue of a learner's licence authorizing the driving of a passenger vehicle shall be increased from \$10.09 to \$14.68 considering that the validity period of the licence is extended from 12 to 18 months.

The insurance contribution payable upon the issue of a learner's licence authorizing the driving of a motorcycle shall be increased from \$1.83 to \$16 considering that accompanied driving on a public road will be allowed during 18 months instead of the current 4 hours.

The Regulation respecting insurance contributions establishes that the insurance contribution payable upon the issue of a probationary licence of a duration of less than 24 months shall be computed on a monthly basis. Considering that the probationary licence issued to a person of 23 years of age or over extends to his 25th birthday, the Regulation is amended in order to apply that rule of computation to the probationary licence.

Further information may be obtained by contacting Mrs. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, C.P. 19600, Québec (Québec), G1K 8J6.

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 Chairman of the Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, N-6-2, C.P. 19600, Québec (Québec), G1K 8J6.

JEAN-YVES GAGNON,
*Chairman of the Société de
l'assurance automobile du Québec*

Regulation to amend the Regulation respecting insurance contributions

Automobile Insurance Act
(R.S.Q., c. A-25, s. 151 and s. 151.2, 1st par., subpar. 1)

1. The Regulation respecting insurance contributions, approved by Order in Council 1422-91 dated 16 October 1991 and amended by the Regulations approved by Orders in Council 1123-92 dated 29 July 1992, 1512-93 dated 27 October 1993 and 718-96 dated 12 June 1996, is further amended by substituting the following for section 88:

“**88.** The insurance contribution payable upon the first issue of a learners' licence of a given class is \$14.68.

The fees payable upon the subsequent issue of a learner's permit of the same class is \$10.09.”

2. Section 98 is amended:

(1) by substituting the following for the first paragraph:

“**98.** The insurance contribution payable upon issue of a probationary licence by a person covered under section 92.0.1 of the Highway Safety Code or being 23 years of age or over is the product of multiplying the monthly contribution set under the second paragraph by the number of full months, plus one, between the issue date of the probationary licence and its date of expiry.”;

(2) by striking out the word “new” in the second paragraph.

3. The Regulation comes into force on 30 June 1997.

1257

Draft Decree

An Act respecting collective agreement decrees
(R.S.Q., c. D-2)

Flat glass industry — Revocation of the decree

Notice is hereby given, under section 8 of the Act respecting collective agreement decrees (R.S.Q., c. D-2), that the Minister of Labour, following the re-

sults of various consultations held in the flat glass and wordworking sectors, intends to recommend to the Government that the Decree revoking the Decree respecting the flat glass industry be made. Under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the Draft Decree, 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 Decree is to revoke the Decree respecting the flat glass industry.

The proposed revocation eliminates, among other things, the double requirement for the window products sector, facilitates diversification of production and makes the organization of work more flexible. During the consultation period, the impact of the revocation will be clarified. The Decree governs 881 employers, 251 artisans and 4,004 employees.

Further information may be obtained by contacting Ms. Denise Plante, Direction des décrets, ministère du Travail, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec), G1R 5S1 (Téléphone: 418-643-4415; fax: 418-528-0559).

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Deputy Minister of Labour, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec), G1R 5S1.

JEAN-MARC BOILY,
Deputy Minister of Labour

Decree revoking the Decree respecting the flat glass industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2, s. 8)

1. The Decree respecting the flat glass industry (R.R.Q., 1981, c. D-2, r. 52), amended by Decrees 89-82 dated 13 January 1982 (Suppl., p. 466), 516-82 dated 3 March 1982 (Suppl., p. 470), 1105-83 dated 25 May 1983, 2781-84 dated 12 December 1984, 2029-85 dated 3 October 1985, 51-86 dated 29 January 1986, 1124-87 dated 22 July 1987, 1030-90 dated 11 July 1990, 1621-92 dated 4 November 1992 and 1376-94 dated 7 September 1994, is revoked.

2. This Decree comes into force on the date fixed by the Government.

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Demerits points — 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 Regulation to amend the Regulation respecting demerit points, the text of which appears below, may be made by the Government at the expiry of 45 days following this publication.

Driver behaviour is one of the major causes of road accidents amongst beginning drivers.

The Draft Regulation attached hereto imposes more stringent conditions in respect of beginning drivers. It fixes at four the number of demerit points that entail the suspension of a learner's licence, a probationary licence or the right to obtain such licence for a period of three months. It provides that four demerit points will be entered in the record of the holder of a learner's licence or a probationary licence who is sentenced after driving under the influence of alcohol.

These measures will promote behaviour modification through a process of self-control and should have a positive impact on accident statistics, given that the risk of an accident increases with the number of offences. These two measures will in no way affect the mobility of beginning drivers, inasmuch as they adopt safe driving habits.

Further information may be obtained by contacting Ms. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, N-4-3, C.P. 19600, Québec (Québec), G1K 8J6; tel. (418) 528-3512.

Any interested person having comments to make on this matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Transport, 700, boulevard René-Lévesque Est, 29^e étage, Québec (Québec), G1R 5H1.

JACQUES BRASSARD,
Minister of Transport

Regulation to amend the Regulation respecting demerit points

Highway Safety Code
(R.S.Q., c. C-24.2, s. 619, pars. 9, 9.2 and 9.3)

1. The Regulation respecting demerit points, made by Order in Council 1424-91 dated 16 October 1991, is amended by striking out the second paragraph of section 4.

2. The following is substituted for the second paragraph of section 5:

“In the case of a person mentioned in section 191.2 of the Code, a total of at least 4 demerit points must be entered in his record to entail the suspension of his licence or the suspension of his right to obtain a licence.”

3. The following is substituted for the first paragraph of section 6:

“6. The provisions of Division IV of Chapter II of Title II of the Highway Safety Code, except those in the first paragraph of section 111 and section 114, apply to the holder of a learner’s licence or a probationary licence.”

4. Schedule I to the Regulation is amended

(1) by inserting “1.1 Driving with the presence of alcohol in the body or failure to provide a sample of breath” after Point 1, in the column entitled “Summary description of offence for reference purposes only”;

(2) by inserting “202.2 or 202.9” after Point 1, in the column entitled “Description”;

(3) by inserting “202.9” after Point 1, in the column entitled “Penal provisions”; and

(4) by inserting the figure “4” after Point 1, in the column entitled “Points”.

5. This Regulation comes into force on 30 June 1997.

1272

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Driving Schools

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 to revoke the Driving Schools Regulation, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

Studies carried out in Québec and elsewhere have shown that the fact of following driving lessons had no impact on the rate of accidents of new drivers.

Bill 12 assented to on 23 December 1996 under the name Act to amend the Highway Safety Code and other legislative provisions, Chapter 56 of the Statutes of 1996, repeals as of 30 June 1997 the legislative provisions respecting driving schools. The draft regulation revokes as of 30 June 1997 the provisions respecting driving school permits and teaching permits.

Further information may be obtained by contacting Mrs. Huguette Dugas, Société de l’assurance automobile du Québec, 333, boulevard Jean-Lesage, C.P. 19600, Québec (Québec), G1K 8J6, tel.: (418) 528-3512.

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 Transport, 700, boulevard René-Lévesque Est, 29^e étage, Québec (Québec), G1R 5H1.

JACQUES BRASSARD,
Minister of Transport

Regulation to revoke the Driving Schools Regulation

Highway Safety Code
(R.S.Q., c. C-24.2, s. 619, pars. 1, 3, 6, 10 to 22)

1. The Driving Schools Regulation made by Order in Council 1765-89 dated 15 November 1989 is revoked.

2. This Regulation comes into force on 30 June 1997.

1273

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Duties payable for driving school and instructors' licences, registers and security — Amendment

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 to amend the Regulation respecting the duties payable for driving school and instructors' licences, registers and security, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

Studies carried out in Québec and elsewhere have shown that the fact of following driving lessons had no impact on the rate of accidents of new drivers.

Bill 12 assented to on 23 December 1996 under the name Act to amend the Highway Safety Code and other legislative provisions, Chapter 56 of the Statutes of 1996, repeals as of 30 June 1997 the legislative provisions respecting driving schools. The draft regulation revokes as of 30 June 1997 the provisions respecting the security required of a driving school.

Further information may be obtained by contacting Mrs. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, P.O. Box 19600, Québec, QC, G1K 8J6 Tel.: (418) 528-3512.

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 chairman of the Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, N-6-2, C.P. 19600, Québec (Québec), G1K 8J6.

JEAN-YVES GAGNON,
*Chairman of the Société de
l'assurance automobile du Québec*

Regulation to amend the Regulation respecting the duties payable for driving school and instructors' licences, registers and security

Highway Safety Code
(R.S.Q., c. C-24.2, s. 624, 1st par., subpar. 6)

1. The Regulation respecting the duties payable for driving school and instructors' licences, registers and security, made by Order in Council 1876-86 dated 10 December 1986 and amended by the Regulation made by Order in Council 646-91 dated 8 May 1991, is further amended by revoking Division III.

2. Schedules I, II and III to the Regulation are revoked.

3. This Regulation comes into force on 30 June, 1997.

1255

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Duties payable for driving school and instructors' licences, registers and security

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 to revoke the Regulation respecting the duties payable for driving school and instructors' licences, registers and security, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

Studies carried out in Québec and elsewhere have shown that the fact of following driving lessons has no impact on the rate of accidents of new drivers.

Bill 12 assented to on 23 December 1996 under the name Act to amend the Highway Safety Code and other legislative provisions, Chapter 56 of the Statutes of 1996, repeals as of 30 June 1997 the legislative provisions respecting driving schools. The draft regulation revokes as of 30 June 1997 the Regulation respecting the duties payable for driving school and instructors' licences, registers and security.

Further information may be obtained by contacting Mrs. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, C.P. 19600, Québec (Québec), G1K 8J6, tel.: (418) 528-3512.

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 Transport, 700, boulevard René-Lévesque Est, 29^e étage, Québec (Québec), G1R 5H1.

JACQUES BRASSARD,
Minister of Transport

Regulation to revoke the Regulation respecting the duties payable for driving school and instructors' licences, registers and security

Highway Safety Code
(R.S.Q., c. C-24.2, s. 619, par. 14)

1. The Regulation respecting duties payable for driving school and instructors' licences, registers and security, made by Order in Council 1876-86 dated 10 December 1986 and amended by the Regulation made by Order in Council 646-91 dated 8 May 1991, is revoked.

2. This Regulation comes into force on 30 June 1997.

1274

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Fees exigible and return of confiscated objects — Amendment

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 to amend the Regulation respecting the fees exigible under the Highway Safety Code and the return of confiscated objects, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

Studies carried out in Québec and elsewhere have shown that the fact of following driving lessons had no impact on the rate of accidents of new drivers.

Bill 12 assented to on 23 December 1996 under the name Act to amend the Highway Safety code and other

legislative provisions, Chapter 56 of the Statutes of 1996, repeals as of 30 June 1997 the legislative provisions respecting driving schools. The draft Regulation revokes as of 30 June 1997 the fees of a permit respecting a schoolroom used by a driving school.

Further information may be obtained by contacting Mrs. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, C.P. 19600, Québec (Québec), G1K 8J6, tel.: (418) 528-3512.

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 chairman of the Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, N-6-2, C.P. 19600, Québec (Québec), G1K 8J6.

JEAN-YVES GAGNON,
*Chairman of the Société de
l'assurance automobile du Québec*

Regulation to amend the Regulation respecting fees exigible under the Highway Safety Code and the return of confiscated objects

Highway Safety Code
(R.S.Q., c. C-24.2, s. 624, 1st par., subpar. 6)

1. The Regulation respecting fees exigible under the Highway Safety Code and the return of confiscated objects, approved by Order in Council 646-91 dated 8 May 1991 and amended by the Regulations approved by Orders in Council 1423-91 dated 16 October 1991, 1877-92 dated 16 December 1992, 532-95 dated 12 April 1995 and 295-96 dated 6 March 1996 is further amended by revoking section 4.1.

2. This Regulation comes into force on 30 June 1997.

1256

Draft Regulation

Highway Safety Code
(R.S.Q., c. C-24.2)

Licences

— 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 Regulation to amend the Regulation respecting licences, the text of which appears below, may be made by the Government at the expiry of 45 days following this publication.

Driver behaviour is one of the major causes of road accidents amongst new drivers.

The Draft Regulation attached hereto will extend by 3 to 12 months the period during which a person must hold a learner's licence before obtaining a probationary licence or, where he is 25 years of age or more, before obtaining a driver's licence. That period is eight months if the person has taken a course in driver training.

The duties payable to obtain a learner's licence are increased from \$8 to \$12, in proportion to the increase in the period of validity of the licence, from 12 to 18 months.

This extension in the length of time that a person retains a learner's licence will encourage the acquisition of experience in a controlled context, as the supervision of an experienced person holding a driver's licence is required. The extension has no impact on businesses.

Further information may be obtained by contacting Ms. Huguette Dugas, Société de l'assurance automobile du Québec, 333, boulevard Jean-Lesage, C.P. 19600, Québec (Québec), G1K 8J6; tel. (418) 528-3512.

Any interested person having comments to make on this matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Transport, 700, boulevard René-Lévesque Est, 29^e étage, Québec (Québec), G1R 5H1.

JACQUES BRASSARD,
Minister of Transport

Regulation to amend the Regulation respecting licences

Highway Safety Code
(R.S.Q., c. C-24.2, s. 619, pars. 1, 6 and 6.4, and s. 619.2)

1. The Regulation respecting licences, made by Order in Council 1421-91 dated 16 October 1991 and amended by the Regulations made by Orders in Council 1122-92 dated 29 July 1992, 1511-93 dated 27 October 1993, 531-95 dated 12 April 1995, 719-96 dated 12 June 1996 and 1262-96 dated 2 October 1996, is further amended, in section 10,

(1) by substituting the following for paragraph 1:

“(1) submit a document proving his identity, in particular, his name, the day, month and year of his birth and, where applicable, a French or English translation of the document that he submits;” and

(2) by striking out paragraph 4.

2. The following is substituted for section 13:

“**13.** A learner's licence of a given class is valid for a period of 18 months when issued for the first time. A learner's licence of the same class issued subsequently is valid for a period of one year.

A learner's licence is valid from the time of its coming into force.”

3. The following is substituted for paragraph 1 of section 17:

“(1) submit a document proving his identity, in particular, his name, the day, month and year of his birth and, where applicable, a French or English translation of the document that he submits;”

4. The following is substituted for section 20:

“**20.** A person wishing to obtain a class 6A, 6B or 6C probationary licence for the first time must submit his class 6A learner's licence, which he must have held for 12 months, or for eight months in the case of a person who submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for.”

5. The following is substituted for section 22:

“**22.** A person wishing to obtain a class 5 probationary licence must:

(1) in the case of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, submit his class 5 learner's licence, which he must have held for 12 months, or for eight months where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for;

(2) in cases other than that of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, where he holds a class 5 learner's licence, on 30 June 1997, submit his class 5 learner's licence, which he must have held for 12 months, or for one month where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for."

6. Section 23 is revoked.

7. The following is substituted for paragraph 1 of section 24:

"(1) have held a class 5 probationary licence for a total of 12 months;"

8. The following is substituted for section 27:

"**27.** A probationary licence is valid for a period of two years from its date of issue, where the holder is less than 23 years of age. In the case of a holder 23 years of age or more, a probationary licence is valid from the date of its issue until the end of the day preceding the holder's twenty-fifth birthday.

Notwithstanding the foregoing, a probationary licence obtained subsequently to a probationary licence that was cancelled by the Société or at the holder's request is valid for the length of time that completes the period determined in the first paragraph.

Where a probationary licence is suspended, its period of validity shall be extended for a length of time equal to the duration of the suspension, but no later than the end of the day preceding the holder's twenty-fifth birthday.

A probationary licence issued to a person referred to in section 92.0.1 of the Highway Safety Code is valid for the length of time that completes the period determined in the first paragraph."

9. Section 31 is revoked.

10. The following is substituted for paragraph 1 of section 32:

"(1) submit a document proving his identity, in particular, his name, the day, month and year of his birth and, where applicable, a French or English translation of the document that he submits;"

11. The following is substituted for section 35:

"**35.** A person wishing to obtain a class 6A, 6B or 6C driver's licence for the first time must:

(1) where he is less than 25 years of age, in the case of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, have held a probationary licence of the class applied for during the period determined in the first paragraph of section 27;

(2) where he is 25 years of age or more, or in cases other than that of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, submit his class 6A learner's licence, which he must have held for 12 months, or for eight months where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for;

(3) in cases other than that of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, where he holds a class 6A learner's licence, on 30 June 1997, submit his class 6A learner's licence, which he must have held for 12 months, or for one month where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for;

(4) where he is a person referred to in section 92.0.1 of the Highway Safety Code, have held, for the length of time that completes the period determined in the first paragraph of section 27, a probationary licence of the class applied for."

12. Sections 36 to 38 are revoked.

13. The following is substituted for section 39:

"**39.** A person wishing to obtain a class 5 driver's licence for the first time must:

(1) where he is less than 25 years of age, in the case of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, have held a probationary licence of the class applied for during the period determined in the first paragraph of section 27;

(2) where he is 25 years of age or more, or in cases other than that of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, submit his class 5 learner's licence, which he must have held for 12 months, or for eight months where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for;

(3) in cases other than that of a first probationary licence authorizing him to drive a motor vehicle other than a moped or a farm tractor, where he holds a class 5 learner's licence, on 30 June 1997, submit his class 5 learner's licence, which he must have held for 12 months, or for one month where he submits a document issued by a driving school recognized by a body certified by the Société and attesting to his successful completion of a driving course appropriate to the class of licence applied for;

(4) where he is a person referred to in section 92.0.1 of the Highway Safety Code, have held, for the length of time that completes the period determined in the first paragraph of section 27, a probationary licence of the class applied for.”

14. Sections 40 and 41 are revoked.

15. The following is substituted for section 42:

“**42.** A person wishing to obtain a class 4B or 4C driver's licence must:

(1) hold a probationary licence of the class applied for and have completed the period of validity determined in the first paragraph of section 27; or

(2) fulfil the following conditions:

(a) hold or have held a class 5 driver's licence and have held such licence or a class 5 probationary licence for a total of 12 months;

(b) furnish a medical or optometrical report to the Société.”

16. The following is substituted for section 43:

“**43.** A person wishing to obtain a class 4A driver's licence must:

(1) hold a probationary licence of the class applied for and have completed the period of validity determined in the first paragraph of section 27;

(2) fulfil the following conditions:

(a) hold or have held a class 5 driver's licence and have held such licence or a class 5 probationary licence for a total of 24 months;

(b) furnish a medical or optometrical report to the Société.”; or

(3) fulfil the following conditions:

(a) hold or have held a class 5 driver's licence;

(b) have successfully completed the emergency vehicle driving course offered by the Institut de police du Québec;

(c) furnish a medical or optometrical report to the Société.”

17. The following is substituted for paragraph 3 of section 44:

“(3) hold or have held a class 5 driver's licence and have held such licence or a class 5 probationary licence for a total of 24 months.”

18. The following is substituted for paragraph 3 of section 45:

“(3) hold or have held a class 5 driver's licence and have held such licence or a class 5 probationary licence for a total of 24 months.”

19. The following is substituted for paragraph 3 of section 46:

“(3) hold or have held a class 5 driver's licence and have held such licence or a class 5 probationary licence:

(a) for a total of 36 months; or

(b) for a total of 24 months, if he has successfully completed 300 hours of training on public highways, driving a motor vehicle authorized by the licence applied for.”

20. Section 47 is amended

(1) by substituting the number “90” for the number “90.1”; and

(2) by substituting the number “39” for the number “41”.

21. Section 48 is amended

(1) by striking out subparagraph 1 of the first paragraph;

(2) by substituting the following for subparagraph 2 of the first paragraph:

“(2) submit a document proving his identity, in particular, his name, the day, month and year of his birth and, where applicable, a French or English translation of the document that he submits;”;

(3) by substituting the number “39” for the number “41”.

22. The following is substituted for section 56:

“56. The duties payable to obtain for the first time a learner’s licence of a given class are \$12.

The duties payable subsequently to obtain a learner’s licence of the same class are \$8.”.

23. Section 57 is amended by adding the following after subparagraph 2 of the second paragraph:

“(3) he is 23 years of age or more.”.

24. The following is substituted for section 85:

“85. The Société furnishes the documents that a person must fill out or have filled out for the purposes of paragraph 2 of section 24, paragraph 3 of section 25, section 34, subparagraph *b* of paragraph 2 of section 42, subparagraph *b* of paragraph 2 and subparagraph *c* of paragraph 3 of section 43, paragraph 2 of section 44, paragraph 2 of section 45 and paragraph 2 of section 46.”.

25. This Regulation comes into force on 30 June 1997.

1271

Draft Decree

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

Woodworking industry — Revocation of the decree

Notice is hereby given, under section 8 of the Act respecting collective agreement decrees (R.S.Q., c. D-2), that the Minister of Labour, following the results of various consultations held in the flat glass and woodworking sectors, intends to recommend to the Government that the Decree revoking the Decree respecting

the woodworking industry be made. Under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the Draft Decree, 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 Decree is to revoke the Decree respecting the woodworking industry.

The proposed revocation eliminates, among other things, the double requirement for the window products sector, facilitates diversification of production and makes the organization of work more flexible. During the consultation period, the impact of the revocation will be clarified. The Decree governs 1,096 employers, 351 artisans and 9,021 employees.

Further information may be obtained by contacting Ms. Denise Plante, Direction des décrets, ministre du Travail, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec), G1R 5S1 (Téléphone: 418-643-4415; fax: 418-528-0559).

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Deputy Minister of Labour, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec) G1R

JEAN-MARC BOILY,
Deputy Minister of Labour

Decree revoking the Decree respecting the woodworking industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2, s. 8)

1. The Decree respecting the woodworking industry (R.R.Q., 1981, c. D-2, r. 3), amended by Decrees 1103-83 dated 25 May 1983, 1124-87 dated 22 July 1987 and 1029-90 dated 11 July 1990, extended by Decrees 393-92 dated 18 March 1992, 1411-92 dated 23 September 1992, 1886-92 dated 16 December 1992, 874-93 dated 16 June 1993, 1719-93 dated 1 December 1993, amended by Decree 306-94 dated 2 March 1994, extended by Decree 319-95 dated 15 March 1995, amended by Decrees 605-95 dated 3 May 1995 and 989-95 dated 19 July 1995, and extended by Decrees 1168-95 dated 30 August 1995 and 273-96 dated 28 February 1996, is revoked.

2. This Decree comes into force on the date fixed by the Government.

1280

Municipal Affairs

Gouvernement du Québec

O.C. 162-97, 12 February 1997

An 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)

Replacement of certain Orders in Council related to regional county municipalities

WHEREAS it is expedient to replace the text of certain Orders in Council concerning regional county municipalities under 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);

IT IS ORDERED, therefore, on the recommendation of the Minister of Municipal Affairs:

THAT each of the Orders in Council listed below be replaced, from the indicated date, by the text of the Schedule mentioned to the right of each Order in Council:

MRC	Order in Council		
Témiscamingue	542-81	25 February 1981	Schedule 1
Témiscamingue	762-81	11 March 1981	Schedule 2
Témiscamingue	1290-81	13 May 1981	Schedule 3
Témiscamingue	756-82	31 March 1982	Schedule 4
Témiscamingue	1012-92	8 July 1992	Schedule 5
Témiscouata	2612-81	23 September 1981	Schedule 6
Témiscouata	3027-81	6 November 1981	Schedule 7
Témiscouata	1307-83	22 June 1983	Schedule 8
Témiscouata	238-90	28 February 1990	Schedule 9
Thérèse-De Blainville	859-82	8 April 1982	Schedule 10
Vallée-de-l'Or	767-81	11 March 1981	Schedule 11
Vallée-de-l'Or	1291-81	13 May 1981	Schedule 12
Vallée-de-l'Or	2386-82	20 October 1982	Schedule 13
Vallée-de-l'Or	3013-82	21 December 1982	Schedule 14
Vallée-de-l'Or	3014-82	21 December 1982	Schedule 15
Vallée-de-l'Or	2620-84	28 December 1984	Schedule 16
Vallée-de-l'Or	1069-89	5 July 1989	Schedule 17
Vaudreuil-Soulanges	300-82	17 February 1982	Schedule 18
Vaudreuil-Soulanges	1568-91	20 November 1991	Schedule 19
Les Basques	763-81	11 March 1981	Schedule 20
Les Chutes-de-la-Chaudière	2597-81	23 September 1981	Schedule 21

MRC

Order in Council

Les Collines-de-l'Outaouais	1356-91	9 October 1991	Schedule 22
Les Etchemins	3230-81	25 November 1981	Schedule 23
Les Îles-de-la-Madeleine	765-81	11 March 1981	Schedule 24
Les Jardins-de-Napierville	3374-81	9 December 1981	Schedule 25
Les Laurentides	2379-82	20 October 1982	Schedule 26
Les Laurentides	3012-82	21 December 1982	Schedule 27
Les Laurentides	2616-84	28 November 1984	Schedule 28
Les Maskoutains	3238-81	25 November 1981	Schedule 29
Les Maskoutains	1851-88	14 December 1988	Schedule 30
Les Maskoutains	268-89	1 st March 1989	Schedule 31
Les Moulins	3377-81	9 December 1981	Schedule 32
Le Centre-de-la-Mauricie	1451-82	16 June 1982	Schedule 33
Le Centre-de-la-Mauricie	1562-88	19 October 1988	Schedule 34
Le Domaine-du-Roy	3004-82	21 December 1982	Schedule 35
Le Domaine-du-Roy	1125-83	1 st June 1983	Schedule 36
Le Domaine-du-Roy	269-89	1 st March 1989	Schedule 37
Le Fjord-du-Saguenay	3005-82	21 December 1982	Schedule 38
Le Fjord-du-Saguenay	1126-83	1 st June 1983	Schedule 39
Le Fjord-du-Saguenay	270-89	1 st March 1989	Schedule 40
Le Granit	857-82	8 April 1982	Schedule 41
Le Granit	271-89	1 st March 1989	Schedule 42
Le Haut-Richelieu	3297-81	2 December 1981	Schedule 43
Le Haut-Richelieu	2377-82	20 October 1982	Schedule 44
Le Haut-Saint-François	3298-81	2 December 1981	Schedule 45
Le Haut-Saint-Laurent	3372-81	9 December 1981	Schedule 46
Le Haut-Saint-Laurent	411-89	22 March 1989	Schedule 47
Le Haut-Saint-Maurice	3299-81	2 December 1981	Schedule 48
Le Haut-Saint-Maurice	3011-82	21 December 1982	Schedule 49
Le Haut-Saint-Maurice	1067-89	5 July 1989	Schedule 50

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

SCHEDULE 1

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCAMINGUE

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 said 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 Témiscamingue was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Témiscamingue";

The municipality shall be designated under the French name of "Municipalité régionale de comté de Témiscamingue";

The boundaries of the regional county municipality of Témiscamingue shall be those officially described by the ministère de l'Énergie et des Ressources on 6 February 1981; the description appears as Schedule A to this Order in Council;

The representative of a municipality on the council of the regional county municipality of Témiscamingue shall have one vote for the first 3 000 inhabitants or less and one additional vote per 3 000 inhabitants of the municipality;

In accordance with the Act, the Government may amend the contents of the letters patent to be issued following this Order in Council, including the provision respecting representation on the council of the regional county municipality of Témiscamingue;

For the purpose of this Order in Council, 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 Témiscamingue shall be held on the third juridical Tuesday following 45 days from the coming into force of the letters patent. It shall take place in the town of Ville-Marie;

Mr. Denis Clermont, Secretary-Treasurer of the corporation of the county of Témiscamingue, shall act as secretary-treasurer of the regional county municipality of Témiscamingue until the end of the first sitting of the council;

The regional county municipality of Témiscamingue succeeds the corporation of the county of Témiscamingue as it exists between the date of the coming into force of the letters patent to be issued following Order in Council number 541-81, dated 25 February 1981, respecting the establishment of the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council; the records of the corporation of the county of Témiscamingue shall be filed in the office of the secretary-treasurer of the regional county municipality of Témiscamingue;

An inventory of all the movable and immovable property of the corporation of the county of Témiscamingue, as it exists between the date of the coming into force of the letters patent to be issued following Order in Council number 541-81, dated 25 February 1981, respecting the establishment of the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, may be taken within six months following the coming into force of the latter letters patent;

The conditions of the division of the powers, rights and obligations of the regional county municipality of Témiscamingue, of the corporation of the county of Témiscamingue as it exists between the date of the coming into force of the letters patent to be issued following Order in Council number 541-81, dated 25 February 1981, respecting the establishment of the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Témiscamingue shall be determined according to the following mechanism:

(a) within six months following the coming into force of the letters patent to be issued following this Order in Council, the warden and the secretary-treasurer of the regional county municipality of Témiscamingue as well as the warden and the secretary-treasurer of the regional

county municipality of Rouyn-Noranda that shall be established following Order in Council number 541-81, dated 25 February 1981, 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 limited;

(c) the contents of the report as approved by the Minister of Municipal Affairs shall appear in an amendment to the letters patent to be issued following this Order in Council;

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Témiscamingue, as it exists between the date of the coming into force of the letters patent to be issued following Order in Council 541-81, dated 25 February 1981, respecting the establishment of the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 TÉMISCAMINGUE

The regional county municipality of Témiscamingue comprises the territory delimited as follows: starting from the meeting point of the Québec/Ontario border and the north line of the township of Montreuil; thence successively, along the following lines and demarcations: the west line of the townships of Montreuil and Nédelec; the Québec/Ontario border into lac Témiscamingue and the rivière des Outaouais to the extension of the east bank of the rivière Dumoine; the said extension; the east bank of the rivière Dumoine, of lac Dumoine, of the outlet of lac Antiquois, of lac Antiquois and of the stream that flows into the northern extremity of lac Antiquois; then along the portage leading to lac Cawasachouane and then the east shore of that lake to the portage leading to Grand lac Victoria; the said portage and the east shore of Grand lac Victoria to the south line of the township of Granet; the south line of the townships of Granet, Péliissier, Jourdan, Mazérac, Landanet and Chabert; the west line 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 original 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 a line to the east, parallel and at a distance of 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 southerly to the starting point.

The regional county municipality comprises the following municipalities: the towns of Belletre, Témiscaming and Ville-Marie; the villages of Angliers and Lorrainville; the parishes of Laverlochère, Notre-Dame-de-Lourdes-de-Lorrainville, Saint-Bruno-de-Guigues and Saint-Édouard-de-Fabre; the townships of Guérin and Nédelec; the municipality of the united townships of Latulipe and Gaboury; the municipalities of Duhamel-Ouest, Fugèreville, Laforce, Letang, Moffet, Notre-Dame-du-Nord, Réminy, Saint-Eugène-de-Guigues and Saint-Placide-de-Béarn. It also includes 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 2

AMENDMENT TO ORDER IN COUNCIL NUMBER 542-81, DATED 25 FEBRUARY 1981, RESPECTING THE ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCAMINGUE

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 pursuant to section 166 of the Act respecting land use planning and development;

WHEREAS it is expedient to amend Order in Council number 542-81, dated 25 February 1981, in order to give effect to Order in Council number 761-81, dated 11 March 1981, concerning an amendment to Order in Council number 541-81, dated 25 February 1981.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

Order in Council number 542-81, dated 25 February 1981, respecting the establishment of the regional county municipality of Témiscamingue is amended:

1- by substituting the following for the ninth paragraph of the provisions:

“The regional county municipality of Témiscamingue succeeds the corporation of the county of Témiscamingue as it exists between the date of the coming into force of the letters patent to be issued following Order in Council number 767-81, dated 11 March 1981, respecting the establishment of the regional county municipality of Vallée-de-l’Or and the date of the coming into force of the letters patent to be issued following this Order in Council; the records of the corporation of the county of Témiscamingue shall be filed in the office of the secretary-treasurer of the regional county municipality of Témiscamingue;”;

2- by substituting the following for the tenth paragraph of the provisions:

“An inventory of all the movable and immovable property of the corporation of the county of Témiscamingue, as it exists between the date of the coming into force of the letters patent to be issued following Order in Council number 767-81, dated 11 March 1981, respecting the establishment of the regional county municipality of Vallée-de-l’Or and the date of the coming into force of the letters patent to be issued following this Order in Council, may be taken within six months following the coming into force of the latter letters patent;”;

3- by substituting the following for that part preceding subparagraph *a* of the eleventh paragraph:

“The conditions of the division of the powers, rights and obligations of the regional county municipality of Témiscamingue, of the corporation of the county of Témiscamingue as it exists between the date of the coming into force of the letters patent to be issued following Order in Council 767-81, dated 11 March 1981, establishing the regional county municipality of Vallée-de-l’Or and the date of the coming into force of the

letters patent to be issued following this Order in Council, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Témiscamingue shall be determined according to the following mechanism:”;

4- by substituting the following for subparagraph *a* of the eleventh paragraph of the provisions:

“(a) within six months following the coming into force of the letters patent to be issued following this Order in Council, the warden and the secretary-treasurer of the regional county municipality of Témiscamingue as well as the warden and the secretary-treasurer of the regional county municipality of Rouyn-Noranda to be established following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, shall prepare a report to be forwarded to the Minister of Municipal Affairs determining the conditions of the division;”;

5- by substituting the following for the twelfth paragraph of the provisions:

“Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Témiscamingue, as it exists between the date of the coming into force of the letters patent to be issued following Order in Council 767-81, dated 11 March 1981, respecting the establishment of the regional county municipality of Vallée-de-l’Or and the date of the coming into force of the letters patent to be issued following this Order in Council, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.”.

SCHEDULE 3

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCAMINGUE

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 pursuant to section 166 of the Act respecting land use planning and development;

WHEREAS letters patent establishing the regional county municipality of Témiscamingue came into force on 15 April 1981;

WHEREAS it is expedient to amend the letters patent and change the date of the first sitting of the council of the regional county municipality of Témiscamingue.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

1- The first sitting of the council of the regional county municipality of Témiscamingue shall be held on the first juridical Tuesday following the coming into force of the letters patent to be issued following this Order in Council; it shall take place in the town of Ville-Marie;

2- The letters patent establishing the regional county municipality of Témiscamingue, which came into force on 15 April 1981, shall be amended by striking out the seventh paragraph of the provisions.

SCHEDULE 4

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCAMINGUE

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 pursuant to section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Témiscamingue came into force on 15 April 1981;

WHEREAS the conditions of the division of the powers, rights and obligations of the regional county municipality of Témiscamingue, of the corporation of the county of Témiscamingue as it existed on 14 April 1981, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Témiscamingue shall, under the said letters patent, be determined by the warden and the secretary-treasurer of the regional county municipality of Témiscamingue as well as by the warden and the secretary-treasurer of the regional county municipality of Rouyn-Noranda;

WHEREAS pursuant to the said letters patent, the warden and the secretary-treasurer of the regional county municipality of Témiscamingue as well as the warden and the secretary-treasurer of the regional county mu-

nicipality of Rouyn-Noranda prepared the said report and submitted it to the Minister of Municipal Affairs for approval with or without amendment;

WHEREAS the contents of the said report as approved by the Minister of Municipal Affairs shall appear in an amendment to the letters patent;

WHEREAS the Minister of Municipal Affairs approved the said report on 28 January 1982;

WHEREAS it is expedient to amend accordingly the letters patent establishing the regional county municipality of Témiscamingue to give effect to the said report;

IT IS ORDERED, 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 the powers, rights and obligations of the regional county municipality of Témiscamingue, of the corporation of the county of Témiscamingue as it existed on 14 April 1981, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Témiscamingue 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 14 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 Témiscamingue 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 existed on 14 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 Témiscamingue 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 existed on 14 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 Témiscamingue 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 existed on 31 March 1981, and respecting the sale of an immovable for default of payment of taxes carried out pursuant to 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 in which is situated the immovable related to the legal proceeding or transaction, 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 existed on 14 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 Témiscamingue 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 existed on 14 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, it remains in the regional county municipality to the benefit of the territory;

The officers and employees of the corporation of the county of Témiscamingue, as it existed on 14 April 1981, continue their service as officers and employees of the

regional county municipality of Témiscamingue at the same salary, retain their seniority and remain in office until they resign or are replaced;

The letters patent establishing the regional county municipality of Témiscamingue, which came into force on 15 April 1981, shall therefore be amended.

SCHEDULE 5

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCAMINGUE

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may amend the letters patent of a regional county municipality;

WHEREAS a petition to amend the letters patent of the regional county municipality of Témiscamingue was made by the council of the regional county municipality;

WHEREAS it is expedient to amend the letters patent that came into force on 15 April 1981;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs, the following:

THAT the letters patent establishing the regional county municipality of Témiscamingue be amended by substituting the following for the fourth paragraph of the provisions:

“The representative of a municipality on the council of the regional county municipality of Témiscamingue shall have one vote for the first 1 500 inhabitants or less and one additional vote per 1 500 inhabitants of the municipality.”

SCHEDULE 6

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

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 said 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 terri-

tory 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 Témiscouata was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Témiscouata”;

The boundaries of the regional county municipality of Témiscouata shall be those officially described by the ministère de l'Énergie et des Ressources on 11 September 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Témiscouata shall be determined in the following manner:

- From 0 to 8 000 inhabitants: 1 vote;
- From 8 001 to 16 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 16 000 inhabitants shall have one additional vote per 8 000 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 each of the towns of Pohénégamook, Notre-Dame-du-Lac, Dégelis and Cabano;

For the purpose of this Order in Council, 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 the letters patent which shall be issued following this Order in Council; it shall consist of at least one member representing a town municipality;

The first sitting of the council of the regional county municipality of Témiscouata shall be held on the second juridical Monday following the coming into force of the letters patent. It shall take place at the town hall of the town of Notre-Dame-du-Lac;

Ms. Rachel Charest, Secretary-Treasurer of the corporation of the county of Témiscouata, shall act as secretary-treasurer of the regional county municipality of Témiscouata until the end of the first sitting of the council;

The regional county municipality of Témiscouata succeeds the corporation of the county of Témiscouata; the records of the corporation of the county of Témiscouata shall be filed in the office of the secretary-treasurer of the regional county municipality of Témiscouata;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski is a part, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 Témiscouata 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 Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 Témiscouata 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 Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 Témiscouata 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 Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 Témiscouata 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 Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, 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 Témiscouata continue their service as officers and employees of the regional county municipality of

Témiscouata 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 Témiscouata shall collect the sums which, under the letters patent that established the regional county municipality of Les Basques, are a charge on the municipalities situated in its territory or, if applicable, apportion the sums owed 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 Témiscouata, the corporation of the county of Kamouraska or the corporation of the county of Rimouski, as the latter county corporation exists between 1 April 1981 and the date of the coming into force of the letters patent to be issued following this Order in Council, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

The regional county municipality of Témiscouata comprises the territory delimited as follows: starting from the intersection of the dividing line between ranges II and III of the township of Bédard with the dividing line between the townships of Bédard and Chénier; thence successively, along the following lines and demarcations: part of the northeast line of the township of Bédard southeasterly and the northeast line of the townships of Biencourt and Asselin; the Québec/New Brunswick border southerly and southwesterly and the Québec/United States border upstream of lac Beau and the rivière Saint-François to lac Pohénégamook; the southeast line of the township of Pohénégamook; the southeast, southwest and northwest lines of the township of Chabot; the southwest and northwest lines of the township of Parke; an irregular line separating the cadastre of the township of Whitworth from the cadastres of the parishes of Saint-Antonin and Saint-Modeste and the townships of Viger and Demers; part of the south line 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 west bank of lac Témiscouata; the west and north banks of lac Témiscouata, northerly and easterly to the median line of the rivière Ashberish; the median line of the said river and of Sept-Lacs to its intersection with the irregular line separating seigneurie de Madawaska from the township of Raudot; the said irregular line easterly and southeasterly; the dividing line between the townships of Raudot and Robitaille; part of the southeast line of the township of Bédard; lastly, in that township, the northeast line of lot 35 of ranges I and II and part of the dividing line between ranges II and III to the starting point.

The regional county municipality comprises the following municipalities: the towns of Cabano, Dégelis, Notre-Dame-du-Lac and Pohénégamook; the parishes of Packington, Saint-Eusèbe, Saint-Louis-du-Ha! Ha!, Saint-Marc-du-Lac-Long and Saint-Michel-du-Squatec; the municipalities of Auclair, Biencourt, Lac-des-Aigles, Rivière-Bleue, Saint-Athanase, Saint-Elzéar, Saint-Godard-de-Lejeune, Saint-Honoré, Saint-Jean-de-la-Lande, Saint-Juste-du-Lac and Saint-Pierre-de-Lamy. It also includes the unorganized territories contained within the boundaries 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 7

AMENDMENT TO ORDER IN COUNCIL 2612-81, DATED 23 SEPTEMBER 1981, ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

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 it is expedient to amend Order in Council 2612-81, dated 23 September 1981, establishing the regional county municipality of Témiscouata;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

Order in Council 2612-81, dated 23 September 1981, establishing the regional county municipality of Témiscouata shall be amended:

(a) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Témiscouata are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Témiscouata, dated 13 October 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 this Order in Council for the description appearing in Schedule A to the Order in Council.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

The regional county municipality of Témiscouata comprises the territory delimited as follows: starting from the intersection of the dividing line between ranges II and III of the township of Bédard with the dividing line between the townships of Bédard and Chénier; thence successively, along the following lines and demarcations: part of the northeast line of the township of Bédard southeasterly and the northeast line of the townships of Biencourt and Asselin; the Québec/New Brunswick border southerly and southwesterly and the Québec/United States border upstream of lac Beau and the rivière Saint-François to lac Pohénégamook; the southeast line of the township of Pohénégamook; the southeast, southwest and northwest lines of the township of Chabot; the southwest and northwest lines 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 lac Témiscouata, of the rivière Ashberish and of Sept-Lacs to its intersection with the irregular line separating seigneurie de Madawaska from the township of Raudot; the said irregular line easterly and southeasterly; the dividing line between the townships of Raudot and Robitaille; part of the southeast line of the township of Bédard; lastly, in that township, the northeast line of lot 35 of ranges I and II and part of the dividing line between ranges II and III to the starting point.

The regional county municipality comprises the following municipalities: the towns of Cabano, Dégelis, Notre-Dame-du-Lac and Pohénégamook; the parishes of Packington, Saint-Eusèbe, Saint-Louis-du-Ha! Ha!, Saint-Marc-du-Lac-Long and Saint-Michel-du-Squatek; the municipalities of Auclair, Biencourt, Lac-des-Aigles, Rivière-Bleue, Saint-Athanase, Saint-Elzéar, Saint-Godard-de-Lejeune, Saint-Honoré, Saint-Jean-de-la-Lande, Saint-Juste-du-Lac and Saint-Pierre-de-Lamy. It also includes the unorganized territories contained within the boundaries described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 13 October 1981

SCHEDULE 8

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

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 Témiscouata came into force on 1 January 1982;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Témiscouata, which came into force on 1 January 1982, shall be amended:

(1) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Témiscouata are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Témiscouata, dated 1 October 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 this Order in Council for the description appearing in Schedule A to the letters patent.

SCHEDULE A

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

The regional county municipality of Témiscouata comprises the territory delimited as follows: starting from the intersection of the dividing line between ranges II and III of the township of Bédard with the dividing line between the townships of Bédard and Chénier; thence successively, along the following lines and demarcations: part of the northeast line of the township of Bédard southeasterly and the northeast line of the townships of Biencourt and Asselin; the Québec/New Brunswick border southerly and southwesterly and the Québec/United States border upstream of lac Beau and the rivière Saint-François to lac Pohénégamook; the southeast line of the township of Pohénégamook; the southeast, southwest and northwest lines of the township of Chabot; the southeast line and part of the northeast line of the township of Parke; 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 lac Témiscouata, of the rivière Ashberish and of Sept-Lacs to its intersection with the irregular line separating seigneurie de Madawaska from the township of Raudot; the said irregular line easterly and south-easterly; the dividing line between the townships of Raudot and Robitaille; part of the southeast line of the township of Bédard; lastly, in that township, the north-east line of lot 35 of ranges I and II and part of the dividing line between ranges II and III to the starting point.

The regional county municipality comprises the following municipalities: the towns of Cabano, Dégelis, Notre-Dame-du-Lac and Pohénégamook; the parishes of Packington, Saint-Eusèbe, Saint-Louis-du-Ha! Ha!, Saint-Marc-du-Lac-Long and Saint-Michel-du-Squatek; the municipalities of Auclair, Biencourt, Lac-des-Aigles, Rivière-Bleue, Saint-Athanase, Saint-Elzéar, Saint-Godard-de-Lejeune, Saint-Honoré, Saint-Jean-de-la-Lande, Saint-Juste-du-Lac and Saint-Pierre-de-Lamy. It also includes the unorganized territories contained within the boundaries described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 1 October 1982

SCHEDULE 9

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF TÉMISCOUATA

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may amend the letters patent of a regional county municipality;

WHEREAS a petition to amend the letters patent of the regional county municipality of Témiscouata was made by the council of the regional county municipality;

WHEREAS it is expedient to amend the letters patent that came into force on 1 January 1982;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Témiscouata be 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 Témiscouata shall have one vote for the first 1 000 inhabitants or less of the municipality and one additional vote per 1 000 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 absolute majority vote of the members.”.

SCHEDULE 10

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF THÉRÈSE-DE BLAINVILLE

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 said 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 Thérèse-De Blainville was held;

WHEREAS pursuant to section 265 of the said Act, the letters patent respecting the municipalities referred to in the Act respecting the vicinity of the new international airport (1970, c. 48) or a group thereof may include special provisions respecting the preparation, adoption and coming into force of a development plan;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté de Thérèse-De Blainville”;

The boundaries of the regional county municipality of Thérèse-De Blainville shall be those officially described by the ministère de l'Énergie et des Ressources on 18 March 1982; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Thérèse-De Blainville shall be determined in the following manner:

- From 0 to 100 000 inhabitants: 1 vote;
- From 100 001 to 200 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 200 000 inhabitants shall have one additional vote per 100 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Thérèse-De Blainville 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 Sainte-Thérèse;

Mr. Charles-Édouard Desjardins, Clerk of the town of Sainte-Thérèse, shall act as secretary-treasurer of the regional county municipality of Thérèse-De Blainville 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 Terrebonne is a part, as it exists on 1 January 1982, shall continue to be borne by 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;

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Terrebonne, as it exists on 1 January 1982, shall continue to be borne by the owners of taxable immovables of each of the municipalities comprised in the territory of the corporation of the county of Terrebonne, in proportion to the

standardized assessment as defined in paragraph 40 of article 16 of the said Code;

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 Terrebonne, as it exists on 1 January 1982, shall be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised in the territory of the corporation of the county of Terrebonne, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code;

In the case of an accumulated debt of the corporation of the county of Terrebonne, as it exists on 1 January 1982, the debt shall continue to be borne by 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;

In the case of an accumulated surplus of the corporation of the county of Terrebonne, as it exists on 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;

The following does not apply to the regional county municipality of Thérèse-De Blainville:

(a) sections 9 to 14 of the Act respecting land use planning and development;

(b) the words, “After receiving the opinions of the municipalities,” appearing in the first line of the first paragraph of section 15 of the Act;

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Terrebonne, 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF THÉRÈSE-DE BLAINVILLE

The regional county municipality of Thérèse-De Blainville comprises the territory delimited as follows: starting from the north corner of lot 466 of the cadastre of the parish of Sainte-Anne-des-Plaines; thence successively, along the following lines and demarcations: with reference to that cadastre, the southwest line of

lots 467 and 468 and part of the south line of the said cadastre, namely, to the dividing line between lots 586 and 587 of the cadastre of the parish of Saint-Louis-de-Terrebonne; with reference to that cadastre, the said dividing line between the lots and its extension to the median line of the rivière Mascouche; the median line of the said river southwesterly to its intersection with the extension of the east line of lot 500; the said extension and the east line of lots 500 and 501; the south line of lots 500, 499 and 497; an irregular line separating the cadastre of the parish of Saint-Louis-de-Terrebonne from the cadastres of the parishes of Sainte-Anne-des-Plaines and Sainte-Thérèse-de-Blainville to the extension of the northwest line of lot 4 of the cadastre of the parish of Saint-Louis-de-Terrebonne; with reference to that cadastre, the said extension and an irregular line bounding lots 4, 5, 12, 13, 14, 16, 17 and 18 to the northwest; part of the northeast line of lot 18 to the west corner of lot 19; an irregular line bounding lots 19, 20, 23, 24 and 25 to the northwest; the northeast line of lot 25; part of the northwest line of lot 26; the northwest and east lines of lot 30, that last line extended across chemin Adolphe Chapleau; the east line of lots 29, 28 and 27 extended to the median line of the rivière des Mille Îles; the median line of the said river upstream and skirting to the southeast islands bearing numbers 923 and 923a and to the south and southeast all the islands forming part of the cadastre of the parish of Sainte-Thérèse-de-Blainville to its intersection with a straight line to the most western extremity of island number 946 of the said cadastre and starting at the intersection of the southwest boundary of the cadastre of the parish of Sainte-Thérèse-de-Blainville with the north bank of the rivière des Mille Îles; the said straight line and an irregular line separating the cadastre of the parish of Sainte-Thérèse-de-Blainville from the cadastres of the parish of Sainte-Eustache, the parish of Saint-Augustin and Mirabel to the southeast line of lot 600 of the cadastre of the parish of Sainte-Thérèse-de-Blainville; with reference to that cadastre, the said southeast line; the dividing line between lots 601 and 603; the southeast line of lot 601; an irregular line bounding lot 599 to the south and southeast; part of the north line of lot 599 to the south side of chemin de la Côte Nord; the south side of the said road easterly to the northeast line of lot 590; the northeast line of the said lot, and the northeast line of lot 591, that last line extended to the median line of the rivière aux Chiens; the median line of the said river downstream to the extension of the southwest line of lot 577; the southwest, north and northeast lines of the said lot 577, the last line extended to the median line of the rivière aux Chiens; the median line of the said river downstream to its intersection with the extension of the southeast line of lot 573; the said extension and part of the said southeast line to the northeast side of autoroute des Laurentides (no. 15); the northeast side of the said highway north-

westerly to the northwest line of lot 672; an irregular line separating the cadastre of the parish of Sainte-Thérèse-de-Blainville from the cadastre of the parish of Saint-Janvier; the southwest line of the cadastre of the parish of Sainte-Anne-des-Plaines; the southwest and northwest lines of lot 12 of the cadastre of Mirabel; lastly, part of the dividing line between the cadastres of the parishes of Sainte-Sophie and Sainte-Anne-des-Plaines to the starting point.

The regional county municipality comprises the following municipalities: the towns of Blainville, Bois-des-Filion, Boisbriand, Lorraine, Rosemère and Sainte-Thérèse and the parish of Sainte-Anne-des-Plaines.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 18 March 1982

GÉRARD TANGUAY,
Section Director

SCHEDULE 11

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 said 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 Vallée-de-l'Or was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Vallée-de-l'Or" and modifying the territory of the county corporations of Abitibi and Témiscamingue;

The municipality shall be designated under the French name "Municipalité régionale de comté de Vallée-de-l'Or";

The boundaries of the regional county municipality of Vallée-de-l'Or shall be those officially described by the ministère de l'Énergie et des Ressources on 5 March 1981; the description appears as Schedule A to this Order in Council;

The new boundaries of the corporation of the county of Abitibi shall be those which exist for the county prior to the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda, with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the said regional county municipality of Rouyn-Noranda, appearing as Schedule A to Order in Council 761-81, dated 11 March 1981, less the portion of territory that forms part of the corporation of the county of Témiscamingue prior to the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality and which is comprised within the boundaries described in Schedule A to Order in Council 761-81, dated 11 March 1981, and with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the establishment of the regional county municipality of Vallée-de-l'Or, appearing as Schedule A to this Order in Council, less the portion of territory that forms part of the corporation of the county of Témiscamingue, as it exists between the date of the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, and which is comprised within the boundaries described in Schedule A to this Order in Council;

The new boundaries of the corporation of the county of Témiscamingue shall be those which exist for the county prior to the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda, with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the said regional county municipality of Rouyn-Noranda, appearing as Schedule A to Order in Council 761-81, dated 11 March 1981, less the portion of territory that forms part of the corporation of the county of Abitibi prior to the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality and which is comprised within the boundaries described in Schedule A to Order in Council 761-81, dated 11 March 1981, and with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the establishment of the regional county municipality of Vallée-de-l'Or, appearing as Schedule A to this Order in Council, less the portion of territory that forms part of the corporation of the county of Abitibi, as it exists between the date of the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, and which is comprised within the boundaries described in Schedule A to this Order in Council;

The representative of a municipality on the council of the regional county municipality of Vallée-de-l'Or shall have one vote for the first 25 000 inhabitants or less of the municipality and one additional vote per 25 000 inhabitants;

In accordance with the Act, the Government may amend the contents of the letters patent to be issued following this Order in Council, including the provision respecting representation on the council of the regional county municipality of Vallée-de-l'Or;

For the purpose of this Order in Council, 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 Vallée-de-l'Or shall be held on the third juridical Thursday following 45 days from the coming into force of the letters patent. It shall take place in Dubuisson;

Mr. Jean Fortin, R.R. 2, Dubuisson, Val-d'Or, shall act as secretary-treasurer of the regional county municipality of Vallée-de-l'Or 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 Abitibi, as it exists between the date of the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, shall be taken by the members of the administrative committee of the corporation of the county of Abitibi, as it exists prior to the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda; in addition, the members of the administrative committee shall suggest division conditions to the committee, which shall draw up the report determining the conditions according to the mechanism described hereafter;

The conditions of the division of the powers, rights and obligations of the regional county municipality of Vallée-de-l'Or, of the county corporations of Abitibi and Témiscamingue, as the county corporations exist between the date of the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, of the municipalities and other persons affected directly or indirectly by the establishment of the regional county municipality of Vallée-de-l'Or shall be determined according to the following mechanism:

(a) a committee consisting of the mayors of each of the municipalities forming part of the corporation of the county of Abitibi, as it exists between the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, shall draw up a report to be forwarded to the Minister of Municipal Affairs

within 12 months following the coming into force of the letters patent to be issued following this Order in Council and 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 limited;

(c) the contents of the report thus approved by the Minister of Municipal Affairs shall appear in an amendment to the letters patent to be issued following this Order in Council;

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the county corporations of Abitibi and Témiscamingue, as the county corporations exist between the date of the coming into force of the letters patent to be issued following Orders in Council 541-81, dated 25 February 1981, and 761-81, dated 11 March 1981, establishing the regional county municipality of Rouyn-Noranda and the date of the coming into force of the letters patent to be issued following this Order in Council, shall 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 VALLÉE-DE-L'OR

The regional county municipality of Vallée-de-l'Or comprises the territory delimited as follows: starting from the northeast corner of the township of Senneville; thence successively, along the following lines and demarcations: the north line of the townships of Senneville and Vassan; part of the north line of the township of Malartic extended to the median line of lac Malartic; the median line of the said lake in a general southwesterly direction to its intersection with the extension of the dividing line between ranges VIII and IX of the cadastre of the township of Malartic; the said extension westerly and the said dividing line between the ranges; part of the dividing line between ranges VIII and IX of the cadastre of the township of Cadillac and part of the west line of lot 57 of range IX to the median line of lac Cadillac; the median line of lac Cadillac in a general northwesterly direction and the median line of the river linking lac Cadillac to lac Preissac and 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 de Cadillac-Rapide-Sept with the north side of the extension of chemin du 4^e 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 west and south lines of the township of Mazérac; the south line of the townships of Jourdan, Pélissier and Granet; the east line of the township of Granet; the south line of the townships of Villebon and Denain; the east and north lines of the township of Denain; the east and north lines of the township of Vauquelin; part of the north line of the township of Louvicourt to the east line of lot 28 of range I of the cadastre of the township of Pascalis; with reference to that cadastre, the east line of lots 28 of range I, 28C, 28B and 28A of range II and 28 of range III; part of the south line of block A westerly to the east line of lot 13 of range III; part of the said east line northerly to the dividing line between ranges III and IV; the said dividing line between the ranges westerly and extended across lac Larder; lastly, part of the east line of the township of Senneville to the starting point.

The regional county municipality comprises the towns of Malartic and Val-d'Or; the municipalities of Sullivan, Val-Senneville and Vassan. It also includes 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 12

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 Vallée-de-l'Or came into force on 8 April 1981;

WHEREAS it is expedient to amend the letters patent and change the date of the first sitting of the council of the regional county municipality of Vallée-de-l'Or.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

(1) The first sitting of the council of the regional county municipality of Vallée-de-l'Or shall be held on the first juridical Tuesday following the coming into force of the letters patent to be issued following this Order in Council; it shall take place in Dubuisson;

(2) The letters patent establishing the regional county municipality of Vallée-de-l'Or, which came into force on 8 April 1981, shall be amended by striking out the ninth paragraph of the provisions.

SCHEDULE 13

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 Vallée-de-l'Or came into force on 8 April 1981;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Vallée-de-l'Or, which came into force on 8 April 1981, shall be amended:

(1) by substituting the following for the third, fourth and fifth paragraphs of the provisions:

“The boundaries of the regional county municipality of Vallée-de-l'Or are those officially described by the ministère de l'Énergie et des Ressources on 1 October 1982; the description appears as Schedule A to these letters patent.”;

(2) by substituting the following for the sixth paragraph of the provisions:

“The number of votes of the representative of a municipality on the council of the regional county municipality of Vallée-de-l'Or shall be determined in the following manner:

— From 0 to 14 999 inhabitants: 1 vote;

— From 15 000 to 29 999 inhabitants: 2 votes.

The representative of any municipality having a population greater than 29 999 inhabitants shall have one additional vote; in addition, a right of veto shall be granted to the representative of the town of Val-d'Or.”

(3) by substituting the following for the eleventh, twelfth and thirteenth paragraphs of the provisions:

“The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Abitibi or the corporation of the county of Témiscamingue is a part, as the county corporations existed on 7 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 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 Vallée-de-l'Or 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;

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 Vallée-de-l'Or 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 or the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the 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 Vallée-de-l'Or 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 Vallée-de-l'Or 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 or by the corporation of the county of Témiscamingue, as the county corporations existed on 7 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 Vallée-de-l'Or 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 Vallée-de-l'Or 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 or the corporation of the county of Témiscamingue, as the county corporations existed on 7 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 Vallée-de-l'Or 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 Vallée-de-l'Or 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 or the corporation of the county of Témiscamingue, as the county corporations existed on 7 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 a 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 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 a 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, the 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^{er} Rue Est in Amos;

(2) taking into account the market value established in accordance with subparagraph 1, fix the fair value of the immovable;

(3) submit for approval the value fixed under subparagraph 2 to the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;

(4) if at least two of the regional county municipalities mentioned in subparagraph 3 give their approval at least 10 days before the expiry of the three-month period, decide whether or not to sell the immovable; 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 15 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, which were acquired through default of payment of taxes by the corporation of the county of Abitibi, as it existed on 31 March 1981, shall become the property of the regional county municipality in whose territory 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, the 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) taking into account the market value established in accordance with subparagraph 1, fix the fair value of the movable property;
- (3) submit for approval the value fixed under subparagraph 2 to the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;
- (4) 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, decide whether or not to sell the movables; 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 of each

municipality as defined in paragraph 40 of article 16 of the Municipal Code for 1981, in respect of the standardized assessment as defined in the same article for 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 for 1981 in respect of the standardized assessment as defined in the same article for 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 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;

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 exists on 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 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 Vallée-de-l'Or 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 has existed since 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immov-

ables 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 Vallée-de-l'Or 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 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 Vallée-de-l'Or 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 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 Vallée-de-l'Or 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 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 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 Abitibi, 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.

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 or the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.”

(4) by substituting the description appearing as Schedule A to this Order in Council for the description appearing in Schedule A to the letters patent.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

The regional county municipality of Vallée-de-l'Or comprises the territory delimited as follows: starting from the northeast corner of the township of Senneville; thence successively, along the following lines and demarcations: the north line of the townships of Senneville and Vassan; part of the north line of the township of Malartic extended to the median line of lac Malartic; the median line of the said lake in a general southwesterly direction, that median line skirting islands 22 and 21 of the township of Malartic to the northwest to the intersection of the extension of the dividing line between ranges VIII and IX of the township of Malartic with an astronomical northerly straight line whose starting point is the intersection of the dividing line between ranges V and VI of the said township with the west shore of lac Malartic; the said extension and the said dividing line between ranges VIII and IX; part of the dividing line between ranges VIII and IX of the cadastre of the township of Cadillac and part of the west line of lot 57 of range IX to the median line of lac Cadillac; the median line of lac Cadillac in a general northwesterly direction and the median line of the river linking that lake to lac Preissac and 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 de Cadillac-Rapide-Sept with the north side of the extension of chemin du 4^e 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 west and south lines of the township of Mazérac; the south line of the townships of Jourdan, Péliissier and Granet to the east shore of Grand Lac Victoria; the east shore of Grand Lac Victoria; the portage leading to lac Cawasachouane; the east shore of lac Cawasachouane; the portage leading to the stream that flows into the northern extremity of lac Antiquois; the east bank of that stream, the east shores of lac Antiquois and lac Dumoine to the south line of the township of Lorimier; part of the said south line easterly and the south line of the townships of Jamot, Horan, Houdet and Lorrain to the west shore of lac Byrd; then, along the boundaries of the La Vérendrye Wildlife Sanctuary, the west, south and east shores of the said lake; the left bank of a stream linking lac Byrd to the portage of lac Saint-Castin and that portage; the southwest and south shores of lac Saint-Castin, the right bank of the effluent of lac Saint-Castin, the southwest shore of lac Kondiaronk and the right bank of its effluent; the south shore of lac Barker, the east shore of lac Delahey, the north and east shores of lac Putnam to the southern extremity of the southeast bay of the said lake; the west side of the portage to the Tomasine farm, the right bank of ruisseau Fraser, the normal high-water mark of lac Savary and of Petit lac Savary skirting them to the south; the right bank of the effluent of lac Savary, of the rivière Tomasine, of lac Tomasine, of the effluent of lac Tomasine and of du Pont lakes to the intersection of the southeast edge of the right-of-way of chemin du dépôt Tomasine; the southeast edge of the right-of-way of the said road to the southern boundary of the township of Mitchell; then leaving the boundaries of the La Vérendrye Wildlife Sanctuary, the southern boundary of the said township easterly to the dividing line between ranges IV and V of the said township; part of the said dividing line between the ranges over a distance of one hundred and ninety-seven and thirty-four-hundredths chains (197.34 chains, namely 3.97 km), namely to aluminum stake 222; an astronomical easterly direction line and an irregular line through the centre of a bay of réservoir Mercier, the centre line between two land spits and extending into réservoir Mercier to the dividing line

between the townships of Baskatong and Mitchell; the said dividing line between the townships; the dividing line between the townships of Briand and Mitchell into Mercier and Gens-de-Terre bays, namely to the extension of the north shore of baie Gens-de-Terre to the mouth of the rivière Gens-de-Terre; the said extension to the left bank of the rivière Gens-de-Terre; the left bank of that river upstream to the east line of the township of Harris; part of the said east line and the east line of the township of Aux; the northeast line of the townships of Aux, Devine and Foligny; part of the northeast line of the township of Champrodon, namely to a line to the southeast parallel and four and eight hundred and twenty-seven-thousandths kilometres (4,827 km) from the southeast bank of the rivière Chochocouane; along the present northern boundaries of the Capitachouane and Festubert controlled zones, the said line parallel to the southeast bank of the rivière Chochocouane to its intersection with the southeast shore of lac Nieuport; northeasterly, the normal high-water mark of lac Nieuport to its intersection with a tributary of the said lake, the geographical coordinates of the said point being 47°52'30" latitude north, 76°41'30" longitude west; northeasterly, a straight line linking the last point to the northern extremity of lac Malone; northeasterly, a straight line linking the northern extremity of lac Malone to the western extremity of the lake situated to the west of lac Masnières; easterly, the normal high-water mark of the said lake and of lac Masnières skirting the lakes to the north to the most northerly extremity of lac Masnières; easterly, to the dividing line between the townships of Vimy and Cambrai; southerly, the dividing line between the said townships to the right bank of the tributary of lac Nattaway; the right bank of the tributary of lac Nattaway and the north shore of lac Nattaway; the northern boundary of the portage leading to the rivière Capitachouane; the north bank of the rivière Capitachouane; the western limit of the road skirting lac Muskey southwesterly; southerly, easterly and northerly along the following coordinates: 5304000 m N and 396400 m E; 5300350 m N and 395750 m E; 5297450 m N and 396500 m E; 5295150 m N and 395575 m E; 5292150 m N and 398425 m E; 5292150 m N and 401100 m E; 5295950 m N and 403500 m E; 5295050 m N and 409450 m E; 5296000 m N and 412550 m E; the southeast shore of lac du Hibou and the southeast bank of the rivière Camachigama; northeasterly, a series of lakes and streams linking lac Old Man to lac Obabcata; the southeast shores of Obabcata and Diaz lakes; the south and east shores of lac Mirande; the south bank of the stream linking lac Mirande to lac Karr; the southeast shore of lac Karr; southerly, the east right-of-way of the road skirting Suarez, Moon, Kumel, Zaza, Jeanette, de la Fourche and Nope lakes to the south line of the township of Chouart; then leaving the present boundaries of the

Festubert Controlled Zone, part of the south line of the township of Chouart and the south line of the township of Radisson; the east line of the townships of Radisson, Le Breton, Chassigne, Brécourt, Bernier, Deschamps, Kalm and Bailly to the 49°00' parallel of latitude north; the said parallel westerly to the median line of road 113; the median line of the said road southerly to the south line of the township of Ducros; part of the south line of the said township and part of the south line of the township of Rochebaucourt to the east line of the township of Carpentier; the east line and the dividing line between ranges V and VI of the said township; lastly, part of the east line of the township of Barraute and the east line of the township of Fiedmont to the starting point.

The coordinates mentioned above 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 towns of Malartic, Senneterre and Val-d'Or; the parish of Senneterre; the municipalities of Belcourt, Dubuisson, Rivière-Héva, Sullivan, Val-Senneville and Vassan. It also includes 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 Head

SCHEDULE 14

AMENDMENT TO ORDER IN COUNCIL 2386-82, DATED 20 OCTOBER 1982, RESPECTING THE AMENDMENT OF LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 Vallée-de-l'Or came into force on 8 April 1981;

WHEREAS it is expedient to amend Order in Council 2386-82, dated 20 October 1982, respecting an amendment to the letters patent establishing the regional county municipality of Vallée-de-l'Or.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

Order in Council 2386-82, dated 20 October 1982, respecting an amendment to the letters patent establishing the regional county municipality of Vallée-de-l'Or shall be amended:

(a) by substituting the following for subparagraph 1:

“(1) by substituting the following for the third, fourth and fifth paragraphs of the provisions:

“The boundaries of the regional county municipality of Vallée-de-l'Or are those officially described by the ministère de l'Énergie et des Ressources on 26 November 1982; the description appears as Schedule A to these letters patent.”;

(b) by substituting the description appearing as Schedule A to this Order in Council for the description appearing as Schedule A to the Order in Council.

This Order in Council is substituted for Order in Council 2539-82, dated 10 November 1982.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

The regional county municipality of Vallée-de-l'Or comprises the territory delimited as follows: starting from the northeast corner of the township of Senneville; thence successively, along the following lines and demarcations: the north line of the townships of Senneville and Vassan; part of the north line of the township of Malartic extended to the median line of lac Malartic; the median line of the said lake in a general southwesterly direction, that median line skirting islands 22 and 21 of the township of Malartic to the northwest to the intersection of the extension of the dividing line between ranges VIII and IX of the township of Malartic with an astronomical northerly straight line whose starting point is the intersection of the dividing line between ranges V

and VI of the said township with the west shore of lac Malartic; the said extension and the said dividing line between ranges VIII and IX; part of the east line of the townships of Cadillac and Preissac to the dividing line between ranges I and II of the township of Preissac; part of the said dividing line between the ranges and its extension to the median line of the river linking lac Cadillac to lac Preissac; the median line of that river and 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 de Cadillac-Rapide-Sept and the north side of the extension of chemin du 4^e 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 west and south lines of the township of Mazérac; the south line of the townships of Jourdan, Péliissier and Granet to the east shore of Grand Lac Victoria; the east shore of Grand Lac Victoria; the portage leading to lac Cawasachouane; the east shore of lac Cawasachouane; the portage leading to the stream that flows into the northern extremity of lac Antiquois; the east bank of that stream, the east shores of lac Antiquois and lac Dumoine to the south line of the township of Lorimier; part of the said south line easterly and the south line of the townships of Jamot, Horan and Houdet; the east line of the township of Houdet; the south line of the townships of Gaillard, Émard, Cardinal and Harris; part of the south line of the township of By to the left bank of the rivière Gens-de-Terre; the left bank of that river upstream to the east line of the township of Harris; part of the said east line and the east line of the township of Aux; the northeast line of the townships of Aux, Devine and Foligny; part of the northeast line of the township of Champrodon, namely to a line to the southeast parallel and four and eight hundred and twenty-seven-thousandths kilometres (4,827 km) from the south-

east bank of the rivière Chochocouane; along the present northern boundaries of the Capitachouane and Festubert controlled zones, the said line parallel to the southeast bank of the rivière Chochocouane to its intersection with the southeast shore of lac Nieuport; northeasterly, the normal high-water mark of lac Nieuport to its intersection with a tributary of the said lake, the geographical coordinates of the said point being 47°52'30" latitude north, 76°41'30" longitude west; northeasterly, a straight line linking the last point to the northern extremity of lac Malone; northeasterly, a straight line linking the northern extremity of lac Malone to the western extremity of the lake situated to the west of lac Masnières; easterly, the normal high-water mark of the said lake and of lac Masnières skirting the lakes to the north to the most northerly extremity of lac Masnières; easterly, to the dividing line between the townships of Vimy and Cambrai; southerly, the dividing line between the said townships to the right bank of the tributary of lac Nattaway; the right bank of the tributary of lac Nattaway and the north shore of lac Nattaway; the northern boundary of the portage leading to the rivière Capitachouane; the north bank of the rivière Capitachouane; the west limit of the road skirting lac Muskey southwesterly; southerly, easterly and northerly along the following coordinates: 5304000 m N and 396400 m E; 5300350 m N and 395750 m E; 5297450 m N and 396500 m E; 5295150 m N and 395575 m E; 5292150 m N and 398425 m E; 5292150 m N and 401100 m E; 5295950 m N and 403500 m E; 5295050 m N and 409450 m E; 5296000 m N and 412550 m E; the southeast shore of lac du Hibou and the southeast bank of the rivière Camachigama; northeasterly, a series of lakes and streams linking lac Old Man to lac Obabcata; the southeast shores of Obabcata and Diaz lakes; the south and east shores of lac Mirande; the south bank of the stream linking lac Mirande to lac Karr; the southeast shore of lac Karr; southerly, the east right-of-way of the road skirting Suarez, Moon, Kumel, Zaza, Jeanette, de la Fourche and Nope lakes to the south line of the township of Chouart; then leaving the present boundaries of the Festubert Controlled Zone, part of the south line of the township of Chouart and the south line of the township of Radisson; the east line of the townships of Radisson, Le Breton, Chassaigne, Brécourt, Bernier, Deschamps, Kalm and Bailly to the 49°00' parallel of latitude north; the said parallel westerly to the west side of road 113; the west side of the said road southerly to the south line of the township of Ducros; part of the south line of the said township and part of the south line of the township of Rochebaucourt to the east line of the township of Carpentier; the east line and the dividing line between ranges V and VI of the said township; lastly, part of the east line of the township of Barraute and the east line of the township of Fiedmont to the starting point.

The coordinates mentioned above 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 towns of Malartic, Senneterre and Val-d'Or; the parish of Senneterre; the municipalities of Belcourt, Dubuisson, Rivière-Héva, Sullivan, Val-Senneville and Vassan. It also includes 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 15

AMENDMENT TO ORDER IN COUNCIL 2386-82, DATED 20 OCTOBER 1982, RESPECTING THE ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 letters patent establishing the regional county municipality of Vallée-de-l'Or came into force on 8 April 1981;

WHEREAS Order in Council 2386-82 respecting an amendment to the letters patent establishing the regional county municipality of Vallée-de-l'Or was made on 20 October 1982;

WHEREAS it is expedient to amend the Order in Council.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

Order in Council 2386-82, dated 20 October 1982, respecting an amendment to the letters patent establishing the regional county municipality of Vallée-de-l'Or

shall be amended by substituting the following for subparagraph 3:

“(3) by substituting the following for the eleventh, twelfth and thirteenth paragraphs of the provisions:

“The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Abitibi, the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, or the corporation of the county of Pontiac 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, 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 Vallée-de-l'Or 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.

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 Vallée-de-l'Or 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, the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, or the corporation of the county of Pontiac shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the 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 Vallée-de-l'Or 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 Vallée-de-l'Or 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, the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, or by the corporation of the county of Pontiac, 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 Vallée-de-l'Or 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 Vallée-de-l'Or 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, the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, or the corporation of the county of Pontiac, 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 Vallée-de-l'Or shall collect sums thus owed and shall at that time repay sums to whomever is en-

titled, 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 Vallée-de-l'Or 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, the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1981, or the corporation of the county of Pontiac, 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 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, the 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) taking into account the market value established in accordance with subparagraph 1, fix the fair value of the immovable;

(3) submit for approval the value fixed under subparagraph 2 to the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;

(4) if at least two of the regional county municipalities mentioned in subparagraph 3 give their approval at least 10 days before the expiry of the three-month period, decide whether or not to sell the immovable; 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 15 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^{er} 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 and which were acquired through default of payment of taxes by the corporation of the county of Abitibi, as it existed on 31 March 1981, shall become the property of the regional county municipality in whose territory 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, the 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) taking into account the market value established in accordance with subparagraph 1, fix the fair value of the movable property;

(3) submit for approval the value fixed under subparagraph 2 to the regional county municipalities of Rouyn-Noranda, Vallée-de-l'Or and Abitibi-Ouest;

(4) if at least two of the regional county municipalities mentioned in subparagraph 3 give their approval at least 10 days before the expiry of the three-month period, decide whether or not to sell the movables; 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 of each municipality as defined in paragraph 40 of article 16 of the Municipal Code for 1981, in respect of the standardized assessment as defined in the same article for 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 for 1981 in respect of the standardized assessment as defined in the same article for 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 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.

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 exists on 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 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 Vallée-de-l'Or 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 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 Vallée-de-l'Or 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 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 Vallée-de-l'Or 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 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 Vallée-de-l'Or 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 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 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 Abitibi, 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.

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 or the corporation of the county of Témiscamingue, as the county corporations existed on 7 April 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

The council of the regional county municipality of Vallée-de-l'Or shall collect the sums which, under the letters patent establishing the regional county municipality of Matawinie and those that shall establish the regional county municipality of La Vallée-de-la-Gatineau, are a charge on the territories referred to in article 27 of the Municipal Code which are situated in the territory of the regional county municipality of Vallée-de-l'Or and which formed part of the territory of the regional county municipality of Matawinie, or on the corporation of the county of Gatineau; where sums, under the letters patent mentioned above, are owed to a regional county municipality to the benefit of a territory referred to in article 27 of the Municipal Code, the sums are paid, for the territories mentioned in the preceding paragraph, to the

regional county municipality of Vallée-de-l'Or according to what is owed by each territory under the letters patent.”.

SCHEDULE 16

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 Vallée-de-l'Or came into force on 8 April 1981;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Vallée-de-l'Or, which came into force on 8 April 1981, amended by letters patent that came into force on 27 May 1981 and on 1 January 1983, are amended by substituting the following for the third paragraph:

“The boundaries of the regional county municipality of Vallée-de-l'Or are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Vallée-de-l'Or, dated 15 November 1984, appearing as Schedule A to these letters patent, as if it were a part thereof.”.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

The regional county municipality of Vallée-de-l'Or comprises the territory delimited as follows: starting from the northeast corner of the township of Senneville; thence successively, along the following lines and demarcations: the north line of the townships of Senneville and Vassan; part of the north line of the township of Malartic extended to the median line of lac Malartic; the median line of the said lake in a general southwesterly direction, that median line skirting islands 22 and 21 of

the township of Malartic to the northwest to the intersection of the extension of the dividing line between ranges VIII and IX of the township of Malartic with an astronomical northerly straight line whose starting point is the intersection of the dividing line between ranges V and VI of the said township with the west shore of lac Malartic; the said extension and the said dividing line between ranges VIII and IX; part of the east line of the townships of Cadillac and Preissac to the dividing line between ranges I and II of the township of Preissac; part of the said dividing line between the ranges and its extension to the median line of the river linking lac Cadillac to lac Preissac; the median line of that river and 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 de Cadillac-Rapide-Sept with the north side of the extension of chemin du 4^e 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 west and south lines of the township of Mazérac; the south line of the townships of Jourdan, Pélissier and Granet to the east shore of Grand Lac Victoria; the east shore of Grand Lac Victoria; the portage leading to lac Cawasachouane; the east shore of lac Cawasachouane and the portage leading to the stream flowing into the northern extremity of lac Antiquois to the north line of the township of Maupassant; part of the north line of the township of Maupassant and the north line of the township of Gonthier; part of the west line and the north and east lines of the township of La Rabeyre; the south line of the township of Ryan; the south and east lines of the township of Beaumouchel; the north line of the townships of Gaillard and Émard; the west line of the township of Loubias; the west line and part of the northeast line of the township of Devine, namely to its intersection with the southeastern bound-

ary of the Capitachouane Controlled Zone; starting in a northeasterly direction along the southeastern and southern boundaries of the Capitachouane Controlled Zone as established in a regulation published in Part 2 of the *Gazette officielle du Québec* of 18 June 1979, page 3449, and also along the southern and eastern boundaries of the Festubert Controlled Zone as established in a regulation published in Part 2 of the *Gazette officielle du Québec* of 9 July 1979, page 4003, to the south line of the township of Chouart; then leaving the present boundaries of the Festubert Controlled Zone, part of the south line of the township of Chouart and the south line of the township of Radisson; the east line of the townships of Radisson, Le Breton, Chassaigne, Brécourt, Bernier, Deschamps, Kalm and Bailly to the 49°00' parallel of latitude north; the said parallel westerly to the west side of road 113; the west side of the said road southerly to the south line of the township of Ducros; part of the south line of the said township and part of the south line of the township of Rochebaucourt to the east line of the township of Carpentier; the east line and the dividing line between ranges V and VI of the said township; lastly, part of the east line of the township of Barraute and the east line of the township of Fiedmont to the starting point.

The regional county municipality comprises the following municipalities: the towns of Malartic, Senneterre and Val-d'Or; the parish of Senneterre; the municipalities of Belcourt, Dubuisson, Rivière-Héva, Sullivan, Val-Senneville and Vassan. It also includes 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 17

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF VALLÉE-DE-L'OR

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 Vallée-de-l'Or that came into force on 8 April 1981;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Vallée-de-l'Or be amended:

(1) by substituting the following for the fourth and fifth paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Vallée-de-l'Or shall have one vote for the first 3 000 inhabitants or less of the municipality and one additional vote per 3 000 inhabitants or less.”;

(2) by inserting the following after the seventh paragraph of the provisions:

“Subject to the ninth 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 two-thirds of the members present. Notwithstanding the foregoing, the warden is elected by the majority vote of two-thirds of all of the members. The decisions contemplated in the second paragraph of section 188 of the Act respecting land use planning and development are taken by the majority vote of the members present.”.

SCHEDULE 18

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF VAUDREUIL-SOULANGES

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 said 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 Vaudreuil-Soulanges was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté de Vaudreuil-Soulanges";

The boundaries of the regional county municipality of Vaudreuil-Soulanges shall be those officially described by the ministère de l'Énergie et des Ressources on 23 November 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Vaudreuil-Soulanges shall be determined in the following manner:

- From 0 to 20 000 inhabitants: 1 vote;
- From 20 001 to 40 000 inhabitants: 2 votes.

The representative of a municipality having a population greater than 40 000 inhabitants shall have one additional vote per 20 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Vaudreuil-Soulanges shall be held on the fourth juridical Wednesday following the coming into force of the letters patent. It shall take place at the community centre in the village of Les Cèdres;

Mr. Édouard Béliveau, notary, residing at 71, rue Rudolphe in Dorion, shall act as secretary-treasurer of the regional county municipality of Vaudreuil-Soulanges until the end of the first sitting of the council;

The regional county municipality of Vaudreuil-Soulanges succeeds the county corporations of Vaudreuil and Soulanges; the records of the corporation of the county of Vaudreuil shall be filed in the building owned by the corporation of the county of Vaudreuil, 420, boulevard Roche, Vaudreuil; the records of the corporation of the county of Soulanges shall be filed in the building owned by the corporation of the county of Soulanges, 199, rue Principale, Coteau-Landing;

All the movable and immovable property owned by the county corporations of Vaudreuil and Soulanges shall become the property of the regional county municipality of Vaudreuil-Soulanges. In the case of the sale of an immovable, the proceeds of the sale shall be apportioned among the municipalities of the county corporation that previously owned the immovable; the regional county municipality of Vaudreuil-Soulanges shall pay the aliquot shares in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Vaudreuil or the corporation of the county of Soulanges 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 Vaudreuil-Soulanges 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 Vaudreuil or of the corporation of the county of Soulanges shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised 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 Vaudreuil-Soulanges 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 Vaudreuil or by the corporation of the county of Soulanges, shall be borne by the aggregate of the owners of taxable

immovables of each of the municipalities comprised 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 Vaudreuil-Soulanges 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 Vaudreuil or of the corporation of the county of Soulanges, 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 Vaudreuil-Soulanges 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 Vaudreuil or of the corporation of the county of Soulanges, 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 Vaudreuil and of the corporation of the county of Soulanges continue their service as officers and employees of the regional county municipality of Vaudreuil-Soulanges 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 Vaudreuil and of the corporation of the county of Soulanges remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF SOULANGES-VAUDREUIL

The regional county municipality of Vaudreuil-Soulanges comprises the territory delimited as follows: starting from the meeting point of the shore of the St. Lawrence River with the southwest boundary of the

cadastre of the parish of Saint-Zotique; thence successively, along the following lines and demarcations: the Québec/Ontario border to the median line of the Ottawa River; the median line of the said river downstream, skirting to the south all the islands that form part of the cadastre of the parish of Saint-Andrews and an irregular line following the median line of lac des Deux-Montagnes, skirting to the south Île Hay, to the northeast all the islands forming part of the cadastres of the parishes of Saint-Michel-de-Vaudreuil and Sainte-Jeanne-de-l'Île-Perrot to another irregular line running midway between Île de Montréal and Perrot and Dowker islands; the said irregular line into lac Saint-Louis and into the St. Lawrence River, skirting Île Perrot to the east and running midway between the said island and the islands forming part of the cadastres of the parishes of Saint-Joachim-de-Châteauguay and Saint-Clément, to the south of all the islands forming part of the cadastre of the parish of Saint-Joseph-des-Cèdres, to the east of Dondaine and Maricourt islands, to the east, north and west of Île d'Aloigny, to the east of Île Serigny, to the south of Serigny and Longueuil islands and continuing into the median line of lac Saint-François to the extension of the southwest boundary of the cadastre of the parish of Saint-Zotique; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the towns of Dorion, Hudson, Île-Cadieux, Île-Perrot, Pincourt, Pointe-du-Moulin, Rigaud and Vaudreuil; the villages of Coteau-du-Lac, Coteau-Landing, La Station-du-Coteau, Les Cèdres, Pointe-des-Cascades, Pointe-Fortune, Rivière-Beaudette, Saint-Polycarpe, Saint-Zotique and Vaudreuil-sur-le-Lac; the parish municipalities of Notre-Dame-de-l'Île-Perrot, Rivière-Beaudette, Saint-Ignace-du-Coteau-du-Lac, Saint-Joseph-de-Soulanges, Sainte-Justine-de-Newton, Saint-Lazare, Sainte-Madeleine-de-Rigaud, Saint-Polycarpe, Saint-Télesphore and Très-Saint-Rédempteur; the municipalities of Saint-Clet, Sainte-Marthe and Terrasse-Vaudreuil. It also includes part of the St. Lawrence River and the Ottawa River.

Prepared by: JEAN FORTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 23 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 19**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF VAUDREUIL-SOULANGES**

WHEREAS under section 166 of the Act respecting land use planning and development (R.S.Q., c. A-19.1), the Government may amend the letters patent of a regional county municipality;

WHEREAS a petition to amend the letters patent of the regional county municipality of Vaudreuil-Soulanges was made by the council of the regional county municipality;

WHEREAS it is expedient to amend the letters patent that came into force on 14 April 1982;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Vaudreuil-Soulanges be 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 (R.S.Q., c. C-27.1) 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 the majority of the population of the municipalities represented. Notwithstanding the foregoing, the warden is elected by a secret ballot by the absolute majority of the votes of the members.

An administrative committee is established by these letters patent; it consists of seven members appointed by the affirmative vote of the majority of the council members present. The rules of operation of the committee shall be those applying to an administrative committee established under the Municipal Code of Québec. Notwithstanding the foregoing, the notice of convocation and the notice of adjournment prescribed in article 156 of the Code shall be given 24 hours prior to the sittings of the administrative committee.”;

(2) by substituting the following for the eighth paragraph of the provisions:

“The regional county municipality of Vaudreuil-Soulanges succeeds the county corporations of Vaudreuil and Soulanges; the records of the county corporations shall be filed in the office of the secretary-treasurer of the regional county municipality of Vaudreuil-Soulanges.”

SCHEDULE 20**ESTABLISHMENT OF THE REGIONAL COUNTY
MUNICIPALITY OF LES BASQUES**

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 said 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 Basques was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté des Basques”;

The regional county municipality shall be designated under the French name of “Municipalité régionale de comté des Basques”;

The boundaries of the regional county municipality of Les Basques shall be those officially described by the ministère de l'Énergie et des Ressources on 5 March 1981; the description appears as Schedule A to this Order in Council;

The new boundaries of the corporation of the county of Rimouski shall be those that exist for the county prior to the coming into force of the letters patent to be issued following this Order in Council, with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the establishment of the regional county municipality of

Les Basques, appearing as Schedule A to this Order in Council, less the portion of territory that forms part of the corporation of the county of Rivière-du-Loup prior to the coming into force of the letters patent to be issued following this Order in Council and that is comprised within the boundaries described in Schedule A to this Order in Council;

The new boundaries of the corporation of the county of Rivière-du-Loup shall be those that exist for the county prior to the coming into force of the letters patent to be issued following this Order in Council, with the exception of the boundaries officially described by the ministère de l'Énergie et des Ressources on 5 March 1981 for the establishment of the regional county municipality of Les Basques, appearing as Schedule A to this Order in Council, less the portion of territory that forms part of the corporation of the county of Rivière-du-Loup prior to the coming into force of the letters patent to be issued following this Order in Council and that is comprised within the boundaries described in Schedule A to this Order in Council;

The representative of a municipality on the council of the regional county municipality of Les Basques shall have one vote for the first 6 000 inhabitants or less and one additional vote per 6 000 inhabitants of the municipality;

For the purpose of this Order in Council, 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 Les Basques shall be held on the second juridical Tuesday following the 30 days of the coming into force of the letters patent. It shall take place in a room of the town hall of the town of Trois-Pistoles;

Ms. Hélène Renaud, 2210, chemin des Foulons in Sillery, shall act as secretary-treasurer of the regional county municipality of Les Basques until the end of the first sitting of the council;

An inventory of all the movable property of the corporation of the county of Rimouski and the corporation of the county of Rivière-du-Loup, as they exist prior to the coming into force of the letters patent to be issued following this Order in Council, may be taken within three months of the coming into force;

The movable property belonging, on the coming into force of the letters patent to be issued following this Order in Council, to the corporation of the county of Rimouski or to the corporation of the county of Rivière-du-Loup, as the county corporations exist prior to the coming into force of the letters patent to be issued following this Order in Council, shall remain the respective properties of the corporation of the county of Rimouski and the corporation of the county of Rivière-du-Loup, as the county corporations shall exist on the coming into force of the letters patent to be issued following this Order in Council, subject to the obligation of the county corporations to pay a compensation, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code, to each of the municipalities no longer comprised within their respective territorial boundaries;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Rimouski or the corporation of the county of Rivière-du-Loup is a part, on the coming into force of the letters patent to be issued following this Order in Council, shall continue to be a charge on the same municipalities comprised in the respective territories of the county corporations 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 Les Basques 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 Rimouski or of the corporation of the county of Rivière-du-Loup, on the coming into force of the letters patent to be issued following this Order in Council, shall continue to be a charge on the same municipalities comprised in the respective territories of the county corporations 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 Les Basques 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 Rimouski or the corporation of the county of Rivière-du-Loup, as they existed prior to the coming into force of the letters patent to be issued following this

Order in Council, shall be a charge on the aggregate of the taxable immovables of the municipalities comprised in the respective territories of the county corporations 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 Les Basques 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;

In the case of an accumulated debt, on the coming into force of the letters patent to be issued following this Order in Council, of the corporation of the county of Rimouski or of the corporation of the county of Rivière-du-Loup, the debt shall continue to be a charge on the aggregate of the taxable immovables of each of the municipalities in respect 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 Les Basques 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;

In the case of an accumulated surplus, on the coming into force of the letters patent to be issued following this Order in Council, of the corporation of the county of Rimouski or of the corporation of the county of Rivière-du-Loup, the surplus shall be apportioned among each of the municipalities in respect of which it has been accumulated, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code;

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 and the corporation of the county of Rivière-du-Loup 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 BASQUES

The regional county municipality of Les Basques comprises the territory delimited as follows: starting from the intersection of the shore of the St. Lawrence River and 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 watercourse bounding lots 261 to 268 to the northwest; the median line of that watercourse 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 cadastre of the parish of Saint-Mathieu from the cadastres of the parishes of Saint-Simon and Saint-Fabien; the last section of that line extended across an undivided part of the seigneurie de Nicolas-Rioux, namely to the northwest line of the township of Chénier; part of the said northwest line and part of the northeast line of the township of Bédard to the dividing line between ranges II and III of the said township; with reference to the cadastre of the township, part of the said dividing line between the ranges to the northeast line of lot 35 of range II; the northeast line of lot 35 of ranges II and I; part of the southeast line of the township of Bédard; the southeast and south lines of the township of Raudot to the median line of the widening of the rivière des Trois-Pistoles, called Les Sept Lacs; the said median line westerly 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 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 said 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'Île-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 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; the median line of the river downstream to its intersection with 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 Trois-Pistoles; the parishes of Notre-Dame-des-Neiges-des-Trois-Pistoles, Saint-Clément, Saint-Éloi, Saint-Mathieu-de-Rioux, Saint-Simon and Sainte-Françoise; the municipalities of Saint-Guy, Saint-Jean-de-Dieu, Saint-Médard and Sainte-Rita. It also includes an unorganized territory comprised of a section of seigneurie de Nicolas-Rioux as well as part of the St. Lawrence River.

SCHEDULE 21

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES CHUTES-DE-LA-CHAUDIÈRE

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 said 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 Chutes-de-la-Chaudière was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Chutes-de-la-Chaudière";

The boundaries of the regional county municipality of Les Chutes-de-la-Chaudière shall be those officially described by the ministère de l'Énergie et des Ressources on 23 March 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Les Chutes-de-la-Chaudière shall be determined in the following manner:

— From 0 to 8 000 inhabitants: 1 vote;

— From 8 001 to 16 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 16 000 inhabitants shall have one additional vote per 8 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Chutes-de-la-Chaudière 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 Saint-Romuald;

Mr. Jacques Defoy, 191, rue du Sault, Saint-Romuald, shall act as secretary-treasurer of the regional county municipality of Les Chutes-de-la-Chaudière until the end of the first sitting of the council;

The regional county municipality of Les Chutes-de-la-Chaudière succeeds the corporation of the county of Lévis; the records of the corporation of the county of Lévis shall be filed in the office of the secretary-treasurer of the regional county municipality of Les Chutes-de-la-Chaudière;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Lévis is a part shall continue to be borne by the aggregate of the owners of each of the municipali-

ties 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 Les Chutes-de-la-Chaudière 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 Lévis, on the coming into force of the letters patent to be issued following this Order in Council, shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised in the territory of the corporation of the county of Lévis, 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 Chutes-de-la-Chaudière 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 Lévis, shall be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised in the territory of the corporation of the county of Lévis, 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 Chutes-de-la-Chaudière 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 Lévis, on the coming into force of the letters patent to be issued following this Order in Council, 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 Les Chutes-de-la-Chaudière 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 Lévis, on the coming into force of the letters patent to be issued following this Order in

Council, 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 officers and employees of the corporation of the county of Lévis continue their service as officers and employees of the regional county municipality of Les Chutes-de-la-Chaudière 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 Lévis remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES CHUTES-DE-LA-CHAUDIÈRE

The regional county municipality of Les Chutes-de-la-Chaudière comprises the territory delimited as follows: starting from the meeting point of the shore of the St. Lawrence River and the southwest boundary of the cadastre of the parish of Saint-Nicolas; thence successively, along the following lines and demarcations: the southwest boundary of the cadastres of the parishes of Saint-Nicolas, Saint-Étienne-de-Lauzon and Saint-Lambert; an irregular line separating the cadastre of the parish of Saint-Lambert from the cadastres of the parishes of Saint-Narcisse, Saint-Bernard, Saint-Isidore and Saint-Henri-de-Lauzon; part of the dividing line between the cadastres of the parishes of Saint-Henri-de-Lauzon and Saint-Jean-Chrysostome to the vertex of the northwest angle of lot 729 of the cadastre of the parish of Saint-Henri-de-Lauzon; the extension of the west line of the said lot 729 across a public road to the north side of the right-of-way of the said public road bounding lot 730 of the said cadastre to the south; the north side of the said right-of-way westerly to the northwest line of the said lot 730; part of the dividing line between the cadastres of the parishes of Saint-Henri-de-Lauzon and Saint-Jean-Chrysostome northerly to the vertex of the southwest angle of lot 792 of the cadastre of the parish of Saint-Henri-de-Lauzon; with reference to that cadastre, the south, east and northwest lines of the said lot 792; part of the southeast line of lot 793 and the west line of lots 793, 798, 799 and 800; the dividing line between lots 800 and 801 and its extension to the median line of the rivière Etchemin; the median line of the said river downstream and skirting to the south the island bearing numbers 396, 397 and 398 of the cadastre of the parish of Saint-David-de-l'Auberivière to the extension of the northwest line of lot 373 of the said

cadastre; with reference to that cadastre, the said extension and part of the said northwest line; part of the southwest line of lot 362, namely to the line running midway between the two roadways of highway no. 20; that median line northeasterly to the southwest side of the right-of-way of route des Îles; that southwest side northwesterly to the median line of the rivière à la Scie; the median line of the said river southwesterly and skirting to the southwest an island facing lot 356 to its intersection with the southwest line of lot 361; part of the said southwest line northwesterly and the southwest line of lot 360 to the peak of the cape; with reference to the cadastre of the parish of Saint-Télesphore, an irregular line bounding to the west, the north or the northwest, as the case may be, lots 1, 6, 10, 15, 21, 24, 26 and 37; the southwest line of lot 37 and part of the northwest and southwest lines of lot 38 to the north side of the right-of-way of route 132, that side merging with the north line of lots 652-432 and 652-360-20 of the cadastre of the town of Lévis (Quartier Saint-Laurent); the north side of the said right-of-way westerly to the northeast line of lot 43 of the cadastre of the parish of Saint-Télesphore; with reference to that cadastre, part of the said northeast line and the northeast line of lot 42; the southeast side of a former public road (rue Gravel) bounding to the north lots 42, 43, and 46 to 52 southwesterly to the extension of the northeast line of lot 703 of the cadastre of the town of Lévis (Quartier Saint-Laurent); with reference to that cadastre, the said extension and part of the said northeast line to the southeast line of lot 640; the southeast and northeast lines of the said lot; the southeast line of lots 635, 634 and 631, that line extended across lot 702; the northeast line of lots 631, 630, 639-1 and 637, that line extended across lot 703 and 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 Saint-Nicolas; lastly, that extension to the starting point.

The regional county municipality comprises the following municipalities: the city of Saint-Romuald-d'Étchemin; the towns of Charny, Saint-Jean-Chrysostome and Saint-Nicolas; the village of Saint-Rédempteur; the parishes of Sainte-Hélène-de-Breakeyville and Saint-Lambert-de-Lauzon; the municipalities of Bernières and Saint-Étienne. It also includes the part of the St. Lawrence River situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 23 March 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 22

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF COLLINES-DE-L'OUTAOUAIS

WHEREAS under section 124 of the Act to amend various legislation respecting the Outaouais intermunicipal bodies (1990, c. 85), a regional county municipality was established under the name of "Municipalité régionale de comté des Collines-de-l'Outaouais";

WHEREAS under section 125 of the Act, the territory of the regional county municipality of Collines-de-l'Outaouais shall consist of the territories of the municipalities of Cantley, Chelsea, L'Ange-Gardien, La Pêche, Notre-Dame-de-la-Salette, Pontiac and Val-des-Monts;

WHEREAS under section 131 of the Act, the Government may, in accordance with the Act respecting land use planning and development (R.S.Q., c. A-19.1), establish a regional county municipality whose territory includes the territories of all or some of the local municipalities listed in section 125 mentioned above;

WHEREAS under section 132 of the Act, the regional county municipality established by section 124 mentioned above shall cease to exist on the date of the coming into force of the letters patent establishing the regional county municipality which succeeds it, in accordance with the Act respecting land use planning and development;

WHEREAS under section 166 of the Act respecting land use planning and development, 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 Collines-de-l'Outaouais was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs:

THAT letters patent establishing a regional county municipality under the name of "Municipalité régionale de comté des Collines-de-l'Outaouais" be issued;

THAT the territory of the regional county municipality of Collines-de-l'Outaouais be that described by the ministère de l'Énergie et des Ressources on 16 May 1991; the description appears as Schedule A to this Order in Council;

THAT the representative of a municipality on the council of the regional county municipality of Collines-de-l'Outaouais shall have:

- (1) one vote where the population of the municipality is equal to or less than 12 500 inhabitants;
- (2) two votes where the population of the municipality is greater than 12 500 inhabitants;

THAT the first sitting of the council of the regional county municipality of Collines-de-l'Outaouais be held on 16 January 1992, and that it take place in the basement of the library of the municipality of Chelsea, located on chemin Old Chelsea in Chelsea;

THAT Mr. Normand Vachon, who resides at route rurale numéro 1, chemin Monaghan in the municipality of Mayo, act as secretary-treasurer of the regional county municipality of Collines-de-l'Outaouais until the end of the first sitting of the council;

THAT the regional county municipality of Collines-de-l'Outaouais established by the letters patent succeed the regional county municipality of Collines-de-l'Outaouais established under section 124 of the Act to amend various legislation respecting the Outaouais intermunicipal bodies, and that the records of the latter regional county municipality be filed in the office of the secretary-treasurer of the regional county municipality of Collines-de-l'Outaouais established by the letters patent.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF COLLINES-DE-L'OUTAOUAIS

The regional county municipality of Collines-de-l'Outaouais comprises the territory delimited as follows: starting from the northeast corner of the township of Portland; thence successively, along the following lines and demarcations: the east line of the township of Portland; part of the north and east lines of the township

of Buckingham to the dividing line between ranges IV and V of the said township; with reference to the cadastre of that township, part of the said dividing line between the ranges and the north side of the right-of-way of a public road situated on the said dividing line between the ranges to the west line of lot 8C of range V; part of the said west line to the north line of lot 9B-62 of range V; the north line of lots 9B-62, 9B-1-1 and 9B-12 of the said range to the west line of lot 9B of range V; part of the said west line northerly to the south line of lot 10A of the said range; the south line of lots 10A, 11A and 11B of range V, the latter extended into the rivière du Lièvre to the extension of the line separating lot 11C from lots 12B and 12A of range V; the said extension and part of the said dividing line between the lots to the median line of ruisseau McFaul; the median line of the said stream in a southwesterly direction until it meets with a straight line in lots 12A and 12B of range V passing through a point situated on the dividing line between lots 12A and 12B of the said range, to a distance of 250,30 m from the eastern extremity of the said dividing line between the lots and another point on the south line of lot 12B of range V, to a distance of 250,07 m from the southeast corner of the said lot 12B; that straight line southerly to the north side of the right-of-way of a public road situated on the dividing line between ranges IV and V; the north side of the said right-of-way westerly to the extension of the east line of lot 15A of range IV; the said extension and the said east line; the north side of the right-of-way of a public road situated on the dividing line between ranges III and IV westerly to the east line of lot 16 of range III; the said east line; the south side of the right-of-way of a public road situated on the dividing line between ranges II and III easterly to the east line of lot 15A of range II; the east line of lots 15A and 15B of the said range, that line extended across the public road it meets; part of the dividing line between ranges I and II westerly to the west line of the township of Buckingham; part of the west line of the said township to the northeast corner of lot 1A of range VI of the cadastre of the township of Templeton; with reference to that cadastre, the north line of the said lot and the dividing line between lots 1A, 1B and 1D of lot 2A of range VI; part of the dividing line between ranges V and VI westerly to the dividing line between lots 22B and 23B of range VI and the median line of the public road situated on the said dividing line between the ranges to the dividing line between lots 23B and 24B of range VI; part of the said dividing line between the lots southerly to the dividing line between ranges V and VI; part of the said dividing line between the ranges westerly to the east line of lot 26A-15 of range V; the east line of lots 26A-15 and 26A-7 (street) of the said range; the south line of the said lot 26A-7 (street) and its extension to the median line of the public road (montée Saint-Amour) bounding

the foresaid lot to the west; the said median line northerly to the extension of the south line of lot 26A-18 of range V; the said extension and the south and west lines of the said lot; part of the dividing line between ranges V and VI westerly to the dividing line between the townships of Hull and Templeton; part of the said dividing line between the townships southerly and the median line of the public road situated on the foresaid dividing line facing range X of the township of Hull to the extension of the median line of the public road situated on the dividing line between ranges X and IX of the cadastre of the township of Hull; with reference to that cadastre, the extension and the median line of the public road situated partly on the said dividing line between the ranges to a line to the east, parallel and at a distance of 60,00 m from the east side of the right-of-way of chemin Denis, that road bounding lot 7-63 of range X to the west; the said parallel line to the said distance southwesterly to the dividing line between the original lots 7 and 8A of range IX; part of the said dividing line between the lots southerly to the northeast side of the right-of-way of road number 307; the northeast side of the right-of-way of the said road southeasterly until it meets a line parallel to the southeast line of lot 7-44 (street) of range IX and whose starting point is the vertex of the southeast angle of the said lot 7-44 (street); the said parallel line across the road and the dividing line between lots 7-35 and 7-44 (street) extended to the dividing line between lots 7 and 8A of range IX; part of the said dividing line between the lots southerly to the bank of the rivière Gatineau; a straight line perpendicular to that bank to the median line of the rivière Gatineau; the median line of the said river 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 northwest side of pont Alonzo-Wright; the northwest side of the said bridge and the northwest side of a public road linking the said bridge to road number 105 to the northeast side of road number 105; the northeast side of the said road southeasterly to the dividing line between ranges VI and VII; the said dividing line between the ranges westerly to the southwest line of lot 1200 (railroad right-of-way); part of the said southwest line northwesterly to the median line of ruisseau Chelsea; the median line of the said stream in general southwesterly and northwesterly directions to the dividing line between ranges VII and VIII; part of the said dividing line between the ranges westerly; the east and south lines and part of the west line of lot 10A of range VII to the median line of the south fork of ruisseau Chelsea; the median line of the said south fork in a westerly direction to the west line of lot 11B of range VII; part of the west line of the said lot southerly to the southwest side of the right-of-way of chemin de la Mine; the southwest side of the right-of-way of the said road in a southeasterly direction to the east line of lot 11A of range VI; part of

the said east line and the east line of lots 11B and 11D of range VI; part of the dividing line between ranges V and VI westerly to the line separating lots 12A and 12B from lots 13A and 13B of range VI; the said dividing line between the lots; part of the dividing line between ranges VI and VII; the line separating lot 19A from lots 18A and 18B of range VII; part of the dividing line between ranges VII and VIII westerly; part of the east line of the township of Eardley southerly and its extension into the Ottawa River to the Québec/Ontario border; the said border upstream to the extension of the west line of the township of Onslow; the said extension and the said west line; the west line, the north line and part of the east line of the township of Aldfield; the north line of the townships of Masham and Wakefield; lastly, part of the west line and the north line of the township of Portland to the starting point.

The regional county municipality comprises the following municipalities: Ange-Gardien, Cantley, Chelsea, La Pêche, Notre-Dame-de-la-Salette, Pontiac and Val-des-Monts.

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 16 May 1991

Prepared by: GILLES CLOUTIER,
Land-Surveyor

SCHEDULE 23

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES ETCHÉMINS

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 said 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 Etchemins was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Etchemins";

The boundaries of the regional county municipality of Les Etchemins shall be those officially described by the ministère de l'Énergie et des Ressources on 3 November 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Les Etchemins 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 this Order in Council, 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 Etchemins shall be held on the second juridical Thursday following the coming into force of the letters patent. It shall take place at the municipal hall of the parish of Sainte-Justine;

Mr. Gérald Fournier, Secretary-Treasurer of the parish of Sainte-Justine, shall act as secretary-treasurer of the regional county municipality of Les Etchemins until the end of the first sitting of the council;

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Bellechasse 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 territory of the corporation of the county of Dorchester, 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 Etchemins shall collect sums thus owed and shall at that time repay sums to whom-ever 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 Bellechasse or the corporation of the county of Dorchester, shall be borne by the aggregate of the owners of taxable immovables situated in the territory of the corporation of the county of Dorchester, 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 Etchemins 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 Bellechasse 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 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 Etchemins 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 Bellechasse 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 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 Bellechasse 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES ETCHEMINS

The regional county municipality of Les Etchemins comprises the territory delimited as follows: starting from the north corner of the township of Standon; thence successively, along the following lines and demarcations: part of the northeast line of the township of Standon to the dividing line between ranges I and II of the township of Roux; with reference to the cadastre of that township, the dividing line between ranges I and II and the dividing line between lots 8 and 9 of Sud-Ouest and Nord-Est ranges of chemin Mailloux; part of the southwest line of the township of Rolette; with reference to the cadastre of that township, part of the dividing line between ranges I and II and the northeast line of lot 36 of ranges II to V and lot 36A of ranges VI and VII; with reference to the cadastre of the township of Panet, the northeast line of lots 36 of range I, 36A and 36B of range II and 36 of range III; the northeast line of the townships of Bellechasse and Daaquam; the Québec/United States border southerly and southwesterly to the dividing line between the townships of Metgermette-Sud and Metgermette-Nord; the said dividing line between the townships and the median line of lac Metgermette and the rivière Metgermette-Sud; the southwest line and part of the northwest line of the township of Metgermette-Nord; with reference to the cadastre of the township of Watford, the south line of lots 29 of range A and 29B of range B; part of the west line of range B; the southwest line of lot 17 of range VIII Sud-Ouest; the southwest line of lots 17B and 17A of range VII Sud-Ouest; part of the southeast line of range VI Sud-Ouest and part of the southwest line of the township of Watford; with reference to the cadastre of the parish of Saint-Georges, the southeast line of lot 872 and the dividing line between ranges V and VI; part of the northwest line of lot 880A; with reference to the cadastre of the parish of Saint-François, the dividing line between Saint-Georges and Saint-Gustave ranges and the northwest line of lot 820; part of the southwest line of the township of Cranbourne; with reference to the cadastre of that township, part of the dividing line between ranges X and XI; the southwest line of lots 612 to 618, 577, 576, 575, 574, 573, 572, 490, 444, 351 and 314; the southeast line of lots 201, 200, 199, 78 and 198 moving downwards to lot 189; part of the southwest line of the township of Standon northwesterly to the median line of the rivière des Fleurs; the median line of the said river in a general northeasterly direction and crossing ranges I to IV of the said township of Standon; with reference to the cadastre of the parish of Saint-Léon-de-Standon, part of the dividing line between ranges IV and V northwesterly to the northwest line of lot 690; the northwest line of lots 690 and 782; part of the dividing line between ranges VI and VII northwest-

erly; lastly, part of the northwest line of the township of Standon northeasterly to the starting point.

The regional county municipality comprises the following municipalities: the town of Lac-Etchemin; the village of Saint-Zacharie; the parishes of Saint-Camille-de-Lellis, Saint-Cyprien, Sainte-Germaine-du-Lac-Etchemin, Sainte-Justine, Saint-Luc and Sainte-Sabine; the municipalities of Sainte-Aurélie, Saint-Benjamin, Saint-Louis-de-Gonzague, Saint-Magloire-de-Bellechase, Saint-Prosper, Sainte-Rose-de-Watford and Saint-Zacharie.

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 24

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES ÎLES-DE-LA-MADELEINE

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 said 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 Îles-de-la-Madeleine was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development and Minister for Housing, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Îles-de-la-Madeleine";

The municipality shall be designated under the French name of "Municipalité régionale de comté des Îles-de-la-Madeleine";

The boundaries of the regional county municipality of Les Îles-de-la-Madeleine shall be those officially described by the ministère de l'Énergie et des Ressources on 5 March 1981; the description appears as Schedule A to this Order in Council;

The representative of a municipality on the council of the regional county municipality of Les Îles-de-la-Madeleine shall have one vote for the first 10 000 inhabitants or less, and one additional vote per 10 000 inhabitants of the municipality;

For the purpose of this Order in Council, 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 Les Îles-de-la-Madeleine shall be held on the second juridical Wednesday following the coming into force of the letters patent; it shall take place in the municipality of the village of Cap-aux-Meules;

The secretary-treasurer of the corporation of the county of Les Îles-de-la-Madeleine shall act as secretary-treasurer of the regional county municipality of Les Îles-de-la-Madeleine until the end of the first sitting of the council;

The regional county municipality of Les Îles-de-la-Madeleine succeeds the corporation of the county of Les Îles-de-la-Madeleine; the records of the corporation of the county of Les Îles-de-la-Madeleine shall be filed in the office of the secretary-treasurer of the regional county municipality of Les Îles-de-la-Madeleine;

The officers and employees of the corporation of the county of Les Îles-de-la-Madeleine, continue their service as officers and employees of the regional county municipality of Les Îles-de-la-Madeleine at the same salary, retain their seniority and remain in office until they resign or are replaced;

The by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of

the county of Les Îles-de-la-Madeleine, 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 ÎLES-DE-LA-MADELEINE

The regional county municipality of Les Îles-de-la-Madeleine comprises the territory delimited as follows: starting from the intersection of meridian of longitude 63°00' longitude west with the parallel of latitude 48°40' north; thence successively, along the following lines and demarcations: the said parallel of latitude easterly to the boundaries of the province in the Gulf of St. Lawrence; the boundaries of the province in southerly, southwesterly and westerly directions to the meridian of longitude 63°00' west; lastly, that meridian northerly to the starting point.

The regional county municipality comprises the following municipalities: the villages of Cap-aux-Meules and Île-d'Entrée; the municipalities of Fatima, Grande-Entrée, Grosse-Île, Havre-aux-Maisons, Île-du-Havre-Aubert and L'Étang-du-Nord. It also includes the part of the Gulf of St. Lawrence situated within the perimetre 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 25

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES JARDINS-DE-NAPIERVILLE

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 said 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 Jardins-de-Napierville was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Jardins-de-Napierville";

The boundaries of the regional county municipality of Les Jardins-de-Napierville shall be those officially described by the ministère de l'Énergie et des Ressources on 23 November 1981; the description appears as Schedule A to this Order in Council;

The representative of a municipality on the council of the regional county municipality of Les Jardins-de-Napierville shall have one vote for the first 4 999 inhabitants or less of the municipality, and one additional vote where the population of the municipality is greater than 4 999 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 Jardins-de-Napierville shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at 361, rue Saint-Jacques in Napierville;

Mr. Yves Dupont, who resides at 349, rue Saint-Jacques in Napierville, shall act as secretary-treasurer of the regional county municipality of Les Jardins-de-Napierville until the end of the first sitting of the council;

The regional county municipality of Les Jardins-de-Napierville succeeds the corporation of the county of Napierville and, consequently, becomes the owner of

the movable and immovable property of the county corporation; the records of the corporation of the county of Napierville shall be filed in the office of the secretary-treasurer of the regional county municipality of Les Jardins-de-Napierville;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon 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 Les Jardins-de-Napierville 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 Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised 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 Jardins-de-Napierville 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 Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon, 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 Jardins-de-Napierville 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 Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon, 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 Les Jardins-de-Napierville 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 Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon, 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 Napierville continue their service as officers and employees of the regional county municipality of Les Jardins-de-Napierville 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 Napierville, the corporation of the county of Laprairie, the corporation of the county of Saint-Jean, the corporation of the county of Châteauguay or the corporation of the county of Huntingdon remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES JARDINS-DE-NAPIERVILLE

The regional county municipality of Les Jardins-de-Napierville comprises the territory delimited as follows: starting from the vertex of the north angle of lot 1 of the cadastre of the parish of Saint-Rémi; thence successively, along the following lines and demarcations: an irregular line separating the cadastre of that parish from the cadastres of the parishes of Saint-Isidore and Saint-Urbain-Premier; part of the dividing line between the cadastres of the parishes of Saint-Urbain-Premier and Saint-Jean-Chrysostome to the southwest line of lot 223 of that last cadastre; with reference to the cadastre of the parish of Saint-Jean-Chrysostome, the said southwest line and its extension to the median line of ruisseau

Norton; the median line of the said stream northeasterly to the extension of the northeast line of lot 925; the said extension and the northeast line of lots 925 and 960; part of the northwest and northeast lines of lot 977; the northeast line of lot 1023; the southeast line of lots 1023, 1022, 1021 and 1020; the dividing line between ranges V and VI; part of the north line of the township of Hemmingford and an irregular line separating the cadastre of that township from the cadastre of the township of Havelock; the Québec/United States border easterly to the dividing line between Troisième and Quatrième concessions Sud du Domaine of the cadastre of the parish of Lacolle; with reference to that cadastre, the said dividing line between the concessions; the south line of lot 357; the dividing line between Troisième and Quatrième concessions Sud du Domaine; part of the north line of lot 415 to the dividing line between Troisième and Quatrième concessions Nord du Domaine; the said dividing line between the concessions; part of the irregular line separating the cadastre of the parish of Saint-Cyprien from the cadastres of the parishes of Lacolle and Saint-Valentin to the northeast line of lot 261 of the cadastre of the parish of Saint-Cyprien; with reference to that cadastre, the said northeast line and part of the northeast line of lot 262 to the southeast line of lot 239; the southeast and northeast lines of the said lot; the southeast line of lot 176; the irregular line separating the cadastre of the parish of Sainte-Marguerite-de-Blairfindie from the cadastres of the parishes of Saint-Cyprien and Saint-Jacques-le-Mineur; an irregular line separating the cadastre of the parish of Saint-Philippe from the cadastres of the parishes of Saint-Jacques-le-Mineur and Saint-Édouard to the southeast line of lot 193 of that last cadastre; with reference to the cadastre of the parish of Saint-Édouard, the southeast line of lots 193 to 196; the southwest line of lots 196 and 197 and part of the southwest line of lot 199; an irregular line separating lots 218 to 224 on one side from lots 174 to 180 on the other side; lastly, an irregular line separating the cadastre of the parishes of Saint-Michel-Archange and Saint-Rémi from the cadastres of the parishes of Saint-Édouard, Saint-Philippe and Saint-Constant to the starting point.

The regional county municipality comprises the following municipalities: the town of Saint-Rémi; the villages of Hemmingford and Napierville; the parishes of Saint-Bernard-de-Lacolle, Sainte-Clothilde, Saint-Cyprien, Saint-Édouard, Saint-Jacques-le-Mineur, Saint-Michel and Saint-Patrice-de-Sherrington and the municipality of the township of Hemmingford.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 23 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 26**ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES LAURENTIDES**

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 said 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 Laurentides was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté des Laurentides”;

The boundaries of the regional county municipality of Les Laurentides shall be those officially described by the ministère de l'Énergie et des Ressources on 27 September 1982; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Les Laurentides shall be determined in the following manner:

- From 0 to 50 000 inhabitants: 1 vote;
- From 50 001 to 100 000 inhabitants: 2 votes;

The representative of a municipality having a population greater than 100 000 inhabitants shall have one

additional vote per 50 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Laurentides 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 municipality of the village of Saint-Jovite;

Mr. André Tassé, Secretary-Treasurer of the corporation of the county of Terrebonne, shall act as secretary-treasurer of the regional county municipality of Les Laurentides 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 Labelle, the corporation of the county of Papineau or the corporation of the county of Terrebonne is a part, as the latter has existed since 26 May 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 F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Les Laurentides 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, of the corporation of the county of Labelle, the corporation of the county of Papineau or of the corporation of the county of Terrebonne, as the latter 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 Laurentides 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 Labelle or the corporation of the county of Terrebonne, as the latter 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 Laurentides 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 corporation of the county of Papineau; for those purposes, each municipality that formed part of the territory of the corporation of the county of Papineau shall be allocated a part of the debt, in proportion to the aliquot share paid to the corporation of the county of Papineau for the 1982 fiscal period in respect of the total aliquot shares thus paid for the 1982 fiscal period; the charge on each owner in the same municipality shall be fixed accordingly and the deduction shall be levied at a different rate for each municipality; the council of the regional county municipality of Les Laurentides 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 above 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, in respect of its jurisdiction in the field of assessment, shall not be borne by the aggregate of the owners of taxable immovables situated in the territory of the municipalities of Val-des-Monts, Notre-Dame-de-la-Salette and Ange-Gardien;

In the case of an accumulated debt of the corporation of the county of Argenteuil, of the corporation of the county of Labelle or of the corporation of the county of Terrebonne, as the latter 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 Laurentides 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 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, if applicable, by reason of which the debt has been accumulated, shall be allocated a part of the debt, in proportion to the aliquot share paid to the corporation of the county of Papineau for the 1982 fiscal period in respect of the total aliquot shares paid by the municipalities and the territory referred to in this paragraph for the 1982 fiscal period; the charge on each owner in the same municipality or territory shall be fixed accordingly and the deduction shall be levied at a different rate for each municipality or territory; the council of the regional county municipality of Les Laurentides 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, of the corporation of the county of Labelle or of the corporation of the county of Terrebonne, as the latter has existed since 26 May 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 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 period in respect of the total aliquot shares thus paid 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 Municipal Code, it remains in the regional county municipality to the benefit of the territory;

One aliquot share of the value of the movable property of the corporation of the county of Papineau, as it appears in the last financial statements, shall be paid, as compensation, to the municipalities that are not comprised within the boundaries of the regional county municipality of Papineau but that were 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 paid to the county corporation for the 1982 fiscal period in respect of the total of the aliquot shares paid for the 1982 fiscal period;

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, of the corporation of the county of Labelle, of the corporation of the county of Papineau or of the corporation of the county of Terrebonne, as the latter 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES LAURENTIDES

The regional county municipality of Les Laurentides comprises the territory delimited as follows: starting from the north corner of the township of Rolland; thence successively, along the following lines and demarcations: the northeast line and part of the southeast line of the said township to the northeast line of lot 34 of range X of the cadastre of the township of Archambault; with reference to the cadastre of that township, 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; the northeast line of lot 34 of ranges III and II and of lot 34A of range I, that line extended across lac de la Montagne Noire; part of the northwest line, the northeast line and 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 of 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 extension to the east 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 south line and part of the west line of the township of Arundel to the south line of the township of Amherst; part of the said south line to the dividing line between lots 8 and 9 of range B of the cadastre of the township of Amherst; with reference to that cadastre, the said dividing line between the lots and the dividing line between lots 8 and 9 of range A; part of the south line of lot 1 of range II and part of the dividing line between ranges I and II to the south line of lot 7A of range I; the south line of lots 7A and 7B of range I; part of the west line of the township of Amherst northerly to the south line of the township of Labelle; part of the south line of the said township westerly to the dividing line between lots 30 and 31 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 north line of range I; part of the west line of range C; the south line of lot 21 of ranges V, VI, VII and VIII; the dividing line between ranges VIII and IX; part of the south line and the west and north lines of the township of La Minerve; the north line of the township of Joly; lastly, part of the southwest line and the northwest line of the township of Rolland to the starting point.

The regional county municipality comprises the following municipalities: the towns of Barkmere and Sainte-Agathe-des-Monts; the villages of Lac-Carré, Sainte-Agathe-Sud, Saint-Jovite and Val-David; the parishes of Brébeuf, Sainte-Agathe and Saint-Jovite; the municipalities of the townships of Amherst, Arundel, La Minerve and Montcalm; the municipalities of Huberdeau, Ivry-sur-le-Lac, Labelle, La Conception, Lac-Supérieur, Lac-Tremblant-Nord, Lantier, Mont-Tremblant, Saint-Faustin, Sainte-Lucie-des-Laurentides, Val-des-Lacs and Val-Morin. It also includes an unorganized territory formed of the township of Rolland.

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 27**AMENDMENT TO ORDER IN COUNCIL 2379-82,
DATED 20 OCTOBER, RESPECTING THE
ESTABLISHMENT OF THE REGIONAL COUNTY
MUNICIPALITY OF LES LAURENTIDES**

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 Order in Council number 2379-82 respecting the establishment of the regional county municipality of Les Laurentides was made on 20 October 1982;

WHEREAS it is expedient to amend the Order in Council.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

Order in Council number 2379-82, dated 20 October 1982, respecting the establishment of the regional county municipality of Les Laurentides is amended by inserting the following after the seventeenth paragraph of the provisions:

“The council of the regional county municipality of Les Laurentides shall collect sums which are, under the letters patent establishing the regional county municipality of Matawinie, a charge on the territories referred to in article 27 of the Municipal Code that are situated in the territory of the regional county municipality of Les Laurentides and that formed part of the territory of the regional county municipality of Matawinie; where the sums, under the letters patent mentioned above, shall remain in the regional county municipality of Matawinie to the benefit of a territory referred to in article 27 of the Municipal Code, the sums, for those territories mentioned in this paragraph, shall remain in the regional county municipality of Les Laurentides, according to what is owed by each territory under the letters patent to the benefit of each such territory.”.

SCHEDULE 28**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF LES LAURENTIDES**

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 re-

gional 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 respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Les Laurentides came into force on 1 January 1983;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Les Laurentides, 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 Les Laurentides are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Les Laurentides, dated 15 November 1984, appearing in Schedule A to these letters patent, as if it were a part thereof.”.

**OFFICIAL DESCRIPTION OF THE REGIONAL
COUNTY MUNICIPALITY OF LES
LAURENTIDES**

The regional county municipality of Les Laurentides comprises the territory delimited as follows: starting from the north corner of the township of Rolland; thence successively, along the following lines and demarcations: the northeast line and part of the southeast line of the said township to the northeast line of lot 34 of range X of the cadastre of the township of Archambault; with reference to the cadastre of that township, 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; the northeast line of lot 34 of ranges III and II and of lot 34A of range I, that line extended across lac de la Montagne Noire; part of the northwest line, the northeast line and 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 of 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 extension to the east 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 south line and part of the west line of the township of Arundel to the south line of the township of Amherst; part of the said south line to the dividing line between lots 8 and 9 of range B of the cadastre of the township of Amherst; with reference to that cadastre, the said dividing line between the lots and the dividing line between lots 8 and 9 of range A; part of the south line of lot 1 of range II and part of the dividing line between ranges I and II to the south line of lot 7A of range I; the south line of lots 7A and 7B of range I; part of the west line of the township of Amherst northerly to the south line of the township of Labelle; part of the south line of the said township westerly and part of the south line of the township of Gagnon to the dividing line between ranges II and III of the cadastre of that township; the said dividing line between the ranges and part of the north line of the township of Gagnon; the west and north lines of the townships of La Minerve; the north line of the township of Joly; lastly, part of the southwest line and the northwest line of the township of Rolland to the starting point.

The regional county municipality comprises the following municipalities: the towns of Barkmere and Sainte-Agathe-des-Monts; the villages of Lac-Carré, Sainte-Agathe-Sud, Saint-Jovite and Val-David; the parishes of Brébeuf, Sainte-Agathe and Saint-Jovite; the municipalities of the townships of Amherst, Arundel, La Minerve and Montcalm; the municipalities of Huberdeau, Ivry-sur-le-Lac, Labelle, La Conception, Lac-Supérieur,

Lac-Tremblant-Nord, Lantier, Mont-Tremblant, Saint-Faustin, Sainte-Lucie-des-Laurentides, Val-des-Lacs and Val-Morin. It also includes 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 29

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES MASKOUTAINS

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 said 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 Maskoutains was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Maskoutains";

The boundaries of the regional county municipality of Les Maskoutains shall be those officially described by the ministère de l'Énergie et des Ressources on

13 October 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Les Maskoutains shall be determined in the following manner:

- From 0 to 15 000 inhabitants: 1 vote;
- From 15 001 to 30 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 30 000 inhabitants shall have one additional vote per 15 000 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 Saint-Hyacinthe;

For the purpose of this Order in Council, 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 Maskoutains shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place in the parish of Saint-Thomas-d'Aquin;

Mr. Michel Gaudet, Secretary-Treasurer of the corporation of the county of Saint-Hyacinthe, shall act as secretary-treasurer of the regional county municipality of Les Maskoutains until the end of the first sitting of the council;

The regional county municipality of Les Maskoutains succeeds the corporation of the county of Saint-Hyacinthe and, consequently, becomes the owner of the movables; the records of the corporation of the county of Saint-Hyacinthe shall be filed in the office of the secretary-treasurer of the regional county municipality of Les Maskoutains;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Saint-Hyacinthe, the corporation of the county of Bagot or the corporation of the county of Richelieu 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 Les Maskoutains 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 Saint-Hyacinthe, the corporation of the county of Bagot or of the corporation of the county of Richelieu, 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 Maskoutains 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 Saint-Hyacinthe, the corporation of the county of Bagot or by the corporation of the county of Richelieu, 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 Maskoutains 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 Saint-Hyacinthe, the corporation of the county of Bagot or of the corporation of the county of Richelieu, 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 Les Maskoutains 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-Hyacinthe, the corporation of the county of Bagot or of the corporation of the county of Richelieu, 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 Saint-Hyacinthe continue their service as officers and employees of the regional county municipality of Les Maskoutains 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 Saint-Hyacinthe, the corporation of the county of Bagot or of the corporation of the county of Richelieu, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES MASKOUTAINS

The regional county municipality of Les Maskoutains comprises the territory delimited as follows: starting from the vertex of the northwest angle of lot 1 of the cadastre of the parish of Saint-Jude; thence successively, along the following lines and demarcations: part of the dividing line between the cadastres of the parishes of Saint-Jude and Saint-Ours to the northeast line of lot 386 of the cadastre of the parish of Saint-Ours; in that cadastre, the northeast and northwest lines of the said lot; part of the northeast line of lot 387 and the northwest line of lots 387, 388, 389 and 390; the northeast line of lot 395; part of the irregular line separating Premier rang Sarasteau from Deuxième rang Richelieu in a general southwesterly direction; part of the dividing line between the cadastres of the parishes of Saint-Denis and Saint-Ours to the line separating range Amyot from range III of the cadastre of the parish of Saint-Denis; with reference to that cadastre, part of the said dividing line between ranges to the northeast line of lot 476; part of the said northeast line and the west line of lot 665; part of the southwest line of that last lot and the west line of lot 664; the southwest line of lots 664 and 684; the line separating the cadastres of the parishes of Saint-Denis and Saint-Charles from the cadastres of the parishes of La Présentation and Sainte-Madeleine; the line separating the cadastres of the parishes of Sainte-Madeleine and Saint-Damase from the cadastres of the parishes of Saint-Hilaire and Saint-Jean-Baptiste; 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 line separating the cadastres of the parishes of Saint-Pie and Saint-Dominique from the cadastres of the parishes of Sainte-Cécile-de-Milton and Saint-Valérien-de-Milton; the line separating the cadastre of the parish of Saint-Liboire from the cadastres of the parishes of Saint-Dominique and Sainte-Rosalie; with reference to the cadastre of the parish of Saint-Simon, the southeast line and part of the northeast line of lot 327; the southeast line of lot 335; part of the dividing line between ranges Saint-Georges and Sainte-Madeleine; the line separating the cadastre of the parish of Saint-Simon from the cadastres of the parishes of Saint-Liboire and Sainte-Hélène; the line separating the cadastre of the parish of Saint-Hugues from the cadastres of the parish of Sainte-Hélène, of the township of Upton and the parish of Saint-Guillaume-d'Upton; the line separating the cadastre of the parish of Saint-Marcel from the cadastres of the parishes of Saint-Guillaume-d'Upton, Saint-David and Saint-Aimé to the extension of the northeast line of lot 583 of the cadastre of the parish of Saint-Aimé; with reference to that cadastre, the said extension and the said northeast line; part of the dividing lines between Bord de l'Eau Ouest and Thiersant concessions to the northeast line of lot 137; the northeast line of lots 137 and 136; the line separating the cadastre of the parish of Saint-Louis from the cadastres of the parishes of Saint-Aimé, Saint-Robert and Sainte-Victoire; lastly, part of the dividing line between the cadastres of the parishes of Saint-Jude and Sainte-Victoire to the starting point.

The regional county municipality comprises the following municipalities: the towns of Saint-Hyacinthe; the villages of Saint-Damase, Saint-Dominique, Saint-Hugues, Sainte-Madeleine, Saint-Pie and Sainte-Rosalie; the parishes of La Présentation, Notre-Dame-de-Saint-Hyacinthe, Saint-Barnabé, Saint-Bernard-Partie-Sud, Saint-Damase, Saint-Hugues, Saint-Hyacinthe-le-Confesseur, Saint-Jude, Saint-Louis, Saint-Marcel, Sainte-Marie-Madeleine, Saint-Pie, Sainte-Rosalie, Saint-Simon and Saint-Thomas-d'Aquin.

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 30**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF LES MASKOUTAINS**

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 Les Maskoutains came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Les Maskoutains be amended:

(1) by substituting the following for the second paragraph of the provisions:

“The boundaries of the regional county municipality of Les Maskoutains are those described by the ministère de l’Énergie et des Ressources in the official description of the regional county municipality of Les Maskoutains, dated 19 October 1988, appearing in Schedule A to these letters patent, as if it were a part thereof.”;

(2) by adding the following after the fifteenth paragraph of the provisions:

“Each of the municipalities mentioned in Schedule B must pay to the regional county municipality of Les Maskoutains a sum as stated in the Schedule.”;

(3) by substituting the description appearing in Schedule A to the letters patent for the description appearing in Schedule A to this Order in Council.

SCHEDULE A**OFFICIAL DESCRIPTION OF THE REGIONAL
COUNTY MUNICIPALITY OF LES
MASKOUTAINS**

The new territory of the regional county municipality of Les Maskoutains is delimited as follows: starting from the vertex of the northwest angle of lot 1 of the cadastre of the parish of Saint-Jude; thence successively, along the following lines and demarcations: part of the dividing line between the cadastres of the parishes of Saint-Jude and Saint-Ours to the northeast line of lot 386 of the cadastre of the parish of Saint-Ours; in that cadastre, the northeast and northwest lines of the said lot; part of the northeast line of lot 387 and the northwest line of lots 387, 388, 389 and 390; the northeast line of lot 395; part of the irregular line separating Premier rang Sarasteau from Deuxième rang Richelieu in a general southwesterly direction; part of the dividing line between the cadastres of the parishes of Saint-Denis and Saint-Ours to the line separating range Amyot from range III of the cadastre of the parish of Saint-Denis; with reference to that cadastre, part of the said dividing line between the ranges to the northeast line of lot 476; part of the said northeast line and the west line of lot 665; part of the southwest line of that last lot and the west line of lot 664; the southwest line of lots 664 and 684; the line separating the cadastres of the parishes of Saint-Denis and Saint-Charles from the cadastres of La Présentation and Sainte-Madeleine; the line separating the cadastres of the parishes of Sainte-Madeleine and Saint-Damase from the cadastres of the parishes of Saint-Hilaire and Saint-Jean-Baptiste; 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 line separating the cadastre of the parishes of Saint-Pie and Saint-Dominique from the cadastre of the parish of Sainte-Cécile-de-Milton; an irregular line separating the cadastre of the parish of Saint-Valérien-de-Milton from the cadastres of the parishes of Sainte-Cécile-de-Milton and Sainte-Pudentienne and from the township of Roxton; another irregular line separating the cadastre of the parish of Saint-Valérien-de-Milton from the cadastres of the parishes of Saint-André-d’Acton and Saint-Ephrem-d’Upton; the line separating the cadastre of the parish of Saint-Liboire from the cadastres of the parish and the village of Saint-Éphrem-d’Upton and the parish of Sainte-Hélène to the dividing line between lots 79 and

80 of that last cadastre; with reference to the cadastre of the parish of Sainte-Hélène, the said dividing line between the lots; the southwest side of the road between Premier and Deuxième ranges northwesterly to the extension of the dividing line between lots 167 and 168; the said extension and the said dividing line between the lots; part of the east line and the northeast line of the said cadastre; the line separating the cadastre of the parish of Saint-Hugues from the cadastres of the township of Upton and the parish of Saint-Guillaume-d'Upton; the line separating the cadastre of the parish of Saint-Marcel from the cadastres of the parishes of Saint-Guillaume-d'Upton, Saint-David and Saint-Aimé to the extension of the northeast line of lot 583 of the cadastre of the parish of Saint-Aimé; with reference to that cadastre, the said extension of the said northeast line; part of the dividing line between Bord de l'Eau Ouest and Thiersant concessions to the northeast line of lot 137; the northeast line of lots 137 and 136; the line separating the cadastre of the parish of Saint-Louis from the cadastres of the parishes of Saint-Aimé, Saint-Robert and Sainte-Victoire; lastly, part of the dividing line between the cadastres of the parishes of Saint-Jude and Sainte-Victoire to the starting point.

The regional county municipality comprises the following municipalities: the towns of Saint-Hyacinthe; the villages of Saint-Damase, Saint-Dominique, Saint-Liboire, Sainte-Madeleine, Saint-Pie and Sainte-Rosalie; the parishes of La Présentation, Notre-Dame-de-Saint-Hyacinthe, Saint-Barnabé, Saint-Bernard-Partie-Sud, Saint-Damase, Saint-Hyacinthe-le-Confesseur, Saint-Jude, Saint-Liboire, Saint-Louis, Saint-Marcel, Sainte-Marie-Madeleine, Saint-Pie, Sainte-Rosalie, Saint-Simon and Saint-Thomas-d'Aquin; the municipality of the township of Saint-Valérien-de-Milton; the municipalities of Sainte-Hélène-de-Bagot and Saint-Hugues.

Ministère de l'Énergie et des Ressources
Service de l'arpentage
Québec, 19 October 1988

Prepared by: GILLES CLOUTIER,
Land-Surveyor

SCHEDULE B

Saint-Valérien-de-Milton	\$7 375
Parish of Saint-Liboire	\$5 985
Village of Saint-Liboire	\$2 737
Sainte-Hélène-de-Bagot	\$5 273

SCHEDULE 31

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LES MASKOUTAINS

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 recommendation of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Les Maskoutains that came into force on 1 January 1982;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Les Maskoutains be 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 Les Maskoutains shall be determined in the following manner:

- From 0 to 5 000 inhabitants: 1 vote;
- From 5 001 to 10 000 inhabitants: 2 votes;
- From 10 001 to 15 000 inhabitants: 3 votes;
- From 15 001 to 20 000 inhabitants: 4 votes;
- From 20 001 to 25 000 inhabitants: 5 votes;
- From 25 001 to 30 000 inhabitants: 6 votes;
- From 30 001 to 35 000 inhabitants: 7 votes.

The representative of a municipality having a population greater than 35 000 inhabitants shall have one additional vote; in addition, a right of veto shall be granted to the representative of the town of Saint-Hyacinthe.”

SCHEDULE 32**ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LES MOULINS**

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 said 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 Moulins was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté des Moulins";

The boundaries of the regional county municipality of Les Moulins shall be those officially described by the ministère de l'Énergie et des Ressources on 13 October 1981; the description appears as Schedule A to this Order in Council;

The number of representatives of a municipality on the council of the regional county municipality of Les Moulins shall be determined in the following manner:

- From 0 to 7 999 inhabitants: 1 representative;
- From 8 000 to 15 999 inhabitants: 2 representatives;
- From 16 000 to 25 999 inhabitants: 3 representatives;

— From 26 000 to 40 000 inhabitants: 4 representatives;

A municipality having a population greater than 40 000 inhabitants shall have one additional representative.

For the purpose of this Order in Council, 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 Moulins shall be held on the first juridical Wednesday following the coming into force of the letters patent. It shall take place at the town hall of the town of Mascouche;

Mr. Gérard Roberge, 1332, rue Valence, Mascouche, shall act as secretary-treasurer of the regional county municipality of Les Moulins 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 L'Assomption 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 Les Moulins 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 Terrebonne or of the corporation of the county of L'Assomption shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised 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 Moulins 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 Terrebonne or by the corporation of the county of L'Assomption, shall be borne by the aggregate of the owners of taxable

immovables of each of the municipalities comprised 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 Moulins 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 Terrebone 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 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 Les Moulins 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 Terrebone 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;

Subject to the conditions, the by-laws, resolutions, procès-verbaux, assessment rolls, collection rolls and other acts of the corporation of the county of Terrebone 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LES MOULINS

The regional county municipality of Les Moulins comprises the territory delimited as follows: starting from the intersection of the median line of the rivière des Mille Îles and the extension of the dividing line between lots 27 and 36 of the cadastre of the parish of Saint-Louis-de-Terrebone; thence successively, along the following lines and demarcations: with reference to the cadastre of the said parish, the said extension and the said dividing line between the lots; the east line of lots 28, 29 and 30, that line extended across the public road it meets; the northwest line of lot 30 and part of the northwest line of lot 26; the northeast line of lot 25; an irregular line bounding to the northwest lots 25, 24, 23,

20 and 19; part of the northeast line of lot 18; an irregular line bounding to the northwest lots 18, 17, 16, 14, 13, 12, 5 and 4 and its extension to the dividing line between the cadastres of the parishes of Saint-Louis-de-Terrebone and Sainte-Thérèse-de-Blainville; part of the said dividing line between the cadastres and part of the dividing line between the cadastres of the parishes of Saint-Louis-de-Terrebone and Sainte-Anne-des-Plaines to the east line of lot 500 of the cadastre of the parish of Saint-Louis-de-Terrebone; with reference to that cadastre, the east line of lots 500 and 501 and its extension to the median line of the rivière Mascouche; the median line of the said river northeasterly to the extension of the east line of lot 587; the said extension and the said east line; part of the dividing line between the cadastres of the parishes of Saint-Louis-de-Terrebone and Sainte-Anne-des-Plaines easterly to the southwest line of lot 468 of the cadastre of the parish of Sainte-Anne-des-Plaines; the said southwest line and the southwest line of lot 467 of the said cadastre; part of the line separating the cadastre of the parish of Sainte-Sophie from the cadastres of the parishes of Sainte-Anne-des-Plaines and Saint-Lin; with reference to the cadastre of the parish of Saint-Lin, an irregular line bounding lot 167 to the northwest; the northeast line of lot 167 moving downward to lot 158; part of the east line of lot 154; the north line of lots 153 and 152 and part of the north line of lot 151; the west line of lots 115 and 114; the northeast line of lots 114 and 112; the east line of lots 112 and 113; an irregular line bounding to the northeast lots 144, 143, 142, 141 and 140; the irregular line separating the cadastre of the parish of Saint-Henri-de-Mascouche from the cadastres of the parishes of Saint-Lin and Saint-Roch-de-l'Achigan; the irregular line separating the cadastres of the parishes of Saint-Henri-de-Mascouche and Lachenaie from the cadastres of the parishes of L'Épiphanie and Saint-Paul-L'Ermitte, the last section extended to the line running midway between the northwest banks of île Bourdon and the rivière des Prairies; the said line running midway southwesterly and extended into a line skirting île Bonfoin to the north and to the median line of the rivière des Prairies to the median line of the rivière des Mille Îles; lastly, the median line of the said river upstream and skirting to the northwest the islands bearing numbers 201, 202, 204, 207 and 212 of the cadastre of the parish of Saint-François-de-Sales, to the south île Saint-Jean, to the northwest the islands bearing numbers 597 to 601 and 616 and to the southeast the islands bearing numbers 617, 618 and 619 of the cadastre of the parish of Saint-Louis-de-Terrebone to the starting point.

The regional county municipality comprises the following municipalities: the towns of Lachenaie, Mascouche and Terrebone and the parishes of La Plaine

and Saint-Louis-de-Terrebonne. It also includes the part of des Prairies and des Mille Îles rivers situated within the perimeter described above.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 23 October 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 33

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE CENTRE-DE-LA-MAURICIE

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 said 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 Le Centre-de-la-Mauricie was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of "Municipalité régionale de comté du Centre-de-la-Mauricie";

The boundaries of the regional county municipality of Le Centre-de-la-Mauricie shall be those officially described by the ministère de l'Énergie et des Ressources

on 3 november 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Centre-de-la-Mauricie shall be determined in the following manner:

- From 0 to 999 inhabitants: 1 vote;
- From 1 000 to 3 999 inhabitants: 2 votes;
- From 4 000 to 8 999 inhabitants: 3 votes;
- From 9 000 to 13 999 inhabitants: 4 votes;
- From 14 000 to 19 999 inhabitants: 5 votes;
- From 20 000 to 26 999 inhabitants: 6 votes;
- From 27 000 to 36 999 inhabitants: 7 votes;

The representative of a municipality having a population greater than 36 999 inhabitants shall have one additional vote;

For the purpose of this Order in Council, 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 Le Centre-de-la-Mauricie 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 town of Shawinigan-Sud;

Mr. Gilles Pinel, 2660, 8^e Avenue in Shawinigan-Sud, shall act as secretary-treasurer of the regional county municipality of Le Centre-de-la-Mauricie until the end of the first sitting of the council;

The regional county municipality of Le Centre-de-la-Mauricie succeeds the corporation of the county of Saint-Maurice, as it exists on 1 January 1982; the records of the corporation of the county of Saint-Maurice shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Centre-de-la-Mauricie;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Saint-Maurice or the corporation of the county of Champlain is a part, as the county corporations exist on 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, 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 F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Le Centre-de-la-Mauricie 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 or of the corporation of the county of Saint-Maurice, as the county corporations exist on 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities situated in the respective territories of the 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 Le Centre-de-la-Mauricie 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 or the corporation of the county of Saint-Maurice, as the county corporations exist on 1 January 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 Le Centre-de-la-Mauricie 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 or of the corporation of the county of Saint-Maurice, as the county corporations exist on 1 January 1982, 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 Le Centre-de-la-Mauricie 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, as it exists on 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 the case of an accumulated surplus of the corporation of the county of Champlain, as it exists on 1 January 1982, 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 surplus;

The council of the regional county municipality of Le Centre-de-la-Mauricie shall collect the sums which, under the letters patent establishing the regional county municipality of Francheville, are a charge on the municipalities situated in its territory or, if applicable, apportion the sums owed under the letters patent among the municipalities;

The officers and employees of the corporation of the county of Saint-Maurice, as it exists on 1 January 1982, continue their service as officers and employees of the regional county municipality of Le Centre-de-la-Mauricie 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 Champlain or of the corporation of the county of Saint-Maurice, as the county corporations exist on 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE CENTRE-DE-LA-MAURICIE

The regional county municipality of Le Centre-de-la-Mauricie comprises the territory delimited as follows: starting from the intersection of the right bank of the rivière Saint-Maurice and the dividing line between lots 378 and 379 of the cadastre 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 197; 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, that line extended across the lakes that it meets; the line separating the cadastre of the parish of Saint-Narcisse from the cadastres of the township of Radnor and the parish of Notre-Dame-du-Mont-Carmel; the dividing line between the cadastres of the parishes of Saint-Maurice and Notre-Dame-du-Mont-Carmel, the last section extended to the median line of the rivière Saint-Maurice; the median line of the said river upstream to the extension of the dividing line between the cadastres of the parishes of Saint-Étienne and Saint-Boniface; the said extension and the said dividing line between the cadastres; 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, northeast side; 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 concession Saint-Joseph, northeast side and concession Saint-Joseph, southwest side; 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 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 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 said northeast line of the township of Caxton 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 northeasterly of the northeast shore of an island situated on 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 the Mauricie park, the boundary having been established on

the site in 1972 by land-surveyor Yves Boivin, and in 1974, by land-surveyor Gilles Drolet, and illustrated on the plans filed with the archives of the Service de l'arpentage du 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 to the right bank of the rivière Matawin; the right bank of the said river downstream and the median line of the rivière Saint-Maurice also downstream 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 regional county municipality comprises the following municipalities: the city of Shawinigan; the towns of Grand-Mère and Shawinigan-Sud; the villages of Baie-de-Shawinigan, Saint-Boniface-de-Shawinigan and Saint-Georges; the parishes of Notre-Dame-du-Mont-Carmel, Saint-Élie, Saint-Gérard-des-Laurentides and Saint-Mathieu and the municipalities of Charette, Lac-à-la-Tortue and Saint-Jean-des-Piles. It also includes 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 34

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE CENTRE-DE-LA- MAURICIE

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 proposals made by the Commission municipale du Québec under 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 Le Centre-de-la-Mauricie;

WHEREAS it is expedient to amend the letters patent that came into force on 15 September 1982;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Centre-de-la-Mauricie be 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 Le Centre-de-la-Mauricie shall have one vote for the first 30 000 inhabitants or less of the municipality and one additional vote per 30 000 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 the members present representing not less than two-thirds of the population of the concerned municipalities. Notwithstanding the foresaid, the warden is elected by the absolute majority vote of the members.”.

SCHEDULE 35

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE DOMAINE-DU-ROY

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 said 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 Le Domaine-du-Roy was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté Le Domaine-du-Roy”;

The boundaries of the regional county municipality of Le Domaine-du-Roy shall be those officially described by the ministère de l'Énergie et des Ressources on 26 November 1982; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Domaine-du-Roy shall be determined in the following manner:

— From 0 to 8 000 inhabitants: 1 vote;

— From 8 001 to 16 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 16 000 inhabitants shall have one additional vote per 8 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Le Domaine-du-Roy shall be held on the second juridical Friday following the coming into force of the letters patent. It shall take place at the town hall of Roberval;

Mr. Martial Fillion, Clerk of the town of Saint-Félicien, shall act as secretary-treasurer of the regional county municipality of Le Domaine-du-Roy 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 Lac-Saint-Jean-Ouest 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, if applicable, or by each of the municipalities in respect of which the expenditures are incurred, accord-

ing 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 Le Domaine-du-Roy 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 corporation of the county of Lac-Saint-Jean-Ouest, 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 Le Domaine-du-Roy 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 corporation of the county of Lac-Saint-Jean-Ouest, 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 Le Domaine-du-Roy 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 Le Domaine-du-Roy 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;

The council of the regional county municipality of Le Domaine-du-Roy shall collect sums which are, under the letters patent that established the regional county municipality of Lac-Saint-Jean-Est, a charge on the municipalities situated in the territory of the regional county municipality of Le Domaine-du-Roy or, as the case may be, apportion among the municipalities the sums owed under 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 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE DOMAINE-DU-ROY

The regional county municipality of Le Domaine-du-Roy comprises the territory delimited as follows: starting from the meeting point of the dividing line between ranges XII and XIII of the township of Parent with the dividing line between 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, and extended to its meeting with a line parallel to and one thousand one hundred and six and four-tenths metres (1 106,4 m, namely 55 chains) from the former northwest shore of lac Saint-Jean; the said parallel line northeasterly to the extension of the median line of the rivière Péribonca, that extension skirting island number 84 of the cadastre of the township of Racine to the southeast; the said extension to the mouth of the said river; a straight line across lac Saint-Jean to the mouth of the rivière Métabetchouan; the median line of the said river; the extension and part of the dividing line between ranges II and III of the cadastre of the township of Métabetchouan; in that cadastre, the northwest line of lot C-2 of range III; part of the dividing line between ranges III and IV; the northwest line of lot D-2 of range IV and lot D of ranges V and VI; part of the line separating the township of Saint-Hilaire from the town-

ships of Métabetchouan and Caron; in the cadastre of the township of Saint-Hilaire, the dividing line between lots 42 and 43 of ranges I, II, III and IV; part of the line separating range IV from ranges I Rivière Métabetchouan and II Rivière Métabetchouan; the median line of the rivière Métabetchouan upstream to the extension of the south line of the township of Malherbe; the said extension and the south line of the townships of Malherbe, Crespieul and Bécart and the north line of the townships of Chaumonot and Papin to a line parallel to the northeast line of the township of Ingall and situated at a distance of six and five-tenths kilometres (6,5 km) to the northeast thereof; that northeast line northwesterly, running across undivided lands and the townships of Laflamme, La Bruère, Lafitau, Baillargé, Berlinguet, Huard, Dubois and Ventadour to the watershed line between the St. Lawrence River and the Hudson Bay basins; the said watershed line in a general northeasterly 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 downstream and skirting to the left the islands nearest to the right bank and to the right the islands nearest to the left bank until it meets the extension of the northwest line of the township 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 Roberval and Saint-Félicien; the villages of Lac-Bouchette, Saint-André-du-Lac-Saint-Jean and Saint-Prime; the parishes of Notre-Dame-de-la-Doré and Saint-Hedwidge; the municipalities of Chambord, Saint-François-de-Sales and Saint-Méthode. 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 36

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE DOMAINE-DU-ROY

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 re-

gional 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 respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Le Domaine-du-Roy came into force on 1 January 1983;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Le Domaine-du-Roy, which came into force on 1 January 1983, shall be amended by substituting the following for the third and fourth paragraphs of the provisions:

“The number of representatives of a municipality on the council of the regional county municipality of Le Domaine-du-Roy shall be determined in the following manner:

— From 0 to 8 000 inhabitants: 1 representative;

— From 8 001 to 16 000 inhabitants: 2 representatives;

A municipality having a population greater than 16 000 inhabitants shall have one additional representative per 8 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph.”

SCHEDULE 37

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE DOMAINE-DU-ROY

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 municipi-

pality of Le Domaine-du-Roy that came into force on 1 January 1983;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Domaine-du-Roy be 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 Le Domaine-du-Roy shall have one representative for the first 4 000 inhabitants or less of the municipality, and one additional representative for each 4 000 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 a majority vote of the members present.”.

SCHEDULE 38

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE FJORD-DU-SAGUENAY

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 said 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 Le Fjord-du-Saguenay was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister for Planning and Regional Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté Le Fjord-du-Saguenay”;

The boundaries of the regional county municipality of Le Fjord-du-Saguenay shall be those officially described by the ministère de l'Énergie et des Ressources on 26 November 1982; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Fjord-du-Saguenay shall be determined in the following manner:

- From 0 to 12 000 inhabitants: 1 vote;
- From 12 001 to 24 000 inhabitants: 2 votes;
- From 24 001 to 36 000 inhabitants: 3 votes;
- From 36 001 to 48 000 inhabitants: 4 votes;

The representative of any municipality having a population greater than 48 000 inhabitants shall have one additional vote;

For the purpose of this Order in Council, 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 Le Fjord-du-Saguenay shall be held on the second juridical Tuesday following the coming into force of the letters patent. It shall take place in the town of Chicoutimi;

Mr. René Turcotte, Secretary-Treasurer of the corporation of the county of Chicoutimi, shall act as secretary-treasurer of the regional county municipality of Le Fjord-du-Saguenay until the end of the first sitting of the council;

The regional county municipality of Le Fjord-du-Saguenay succeeds the corporation of the county of Chicoutimi, as it existed on 1 January 1982; the records of the corporation of the county of Chicoutimi shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Fjord-du-Saguenay;

Subject to article 423 of the Municipal Code, the liabilities of the corporation of the county of Chicoutimi, as it existed on 1 January 1982, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the territory of the corporation of the county of Chicoutimi, 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 Le Fjord-du-Saguenay 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;

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 Chicoutimi, as it existed on 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 Chicoutimi, 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 Le Fjord-du-Saguenay 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;

In the case of an accumulated debt of the corporation of the county of Chicoutimi, as it existed on 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 Le Fjord-du-Saguenay 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;

In the case of an accumulated surplus of the corporation of the county of Chicoutimi, as it existed on 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;

The council of the regional county municipality of Le Fjord-du-Saguenay shall collect sums which are, under the letters patent that established the regional county municipality of Lac-Saint-Jean-Est, the responsibility

of the municipalities situated in the territory of the regional county municipality of Le Fjord-du-Saguenay 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 Chicoutimi, as it existed on 1 January 1982, continue their service as officers and employees of the regional county municipality of Le Fjord-du-Saguenay 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 Chicoutimi, as it existed on 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE FJORD-DU-SAGUENAY

The regional county municipality of Le Fjord-du-Saguenay comprises the territory delimited as follows: starting from the meeting point of the dividing line between the townships of Albert and Labrosse and the bank of the rivière Saguenay; thence successively, along the following lines and demarcations: the said dividing line between the townships; an astronomical meridian line established on the site and whose starting point is situated on the north corner of the township of Albert to the watershed line between the St. Lawrence River basin and Hudson Bay basin; the said watershed line to the extension of the median line of the rivière Péribonca; the said extension and the median line of the said river downstream to the extension of the median line of lac Tchitogama in the township of Rouleau; the said extension and the median line of the said lake to the extension of the southwest line of the township of Rouleau; the said extension and part of the said southwest line; the southeast line of the townships of Labrecque and Taché, the latter extended to the median line of the rivière Saguenay; the median line of the said river upstream to the extension of the southeast line of lot 31 of range Saguenay of the cadastre of the township of Labarre; with reference to the cadastre of the said township, the said extension and the southeast and southwest lines of the said lot 31; part of the southwest line of lot 30 of range Saguenay; part of the dividing line between ranges VIII and IX; the northeast line of lot 25 of range IX; part of the dividing line between ranges IX and X; part of the southwest line of lot 3 of range IX; the southeast line of lot 24 of ranges III-Est, II-Est and I-Est; part of the northeast line of range Est-Chemin-Kénogami and the northeast line of range Nord-Chemin-

Kénogami; the southeast line of lot 45 of ranges Nord-Chemin-Kénogami and Sud-Chemin-Kénogami and its extension to the median line of lac Kénogami; the said median line southeasterly to the extension of the southeast line of block A of the first survey of the township of Plessis; the said extension and the southeast and southwest lines of the said block A; part of the southeast line of the township of Mésy southwesterly and its extension to the northeast side of the right-of-way of road 169; the northeast side of the said right-of-way southeasterly to its intersection with a survey line established on the site, to the south and near the 48°00' parallel of latitude north, by land-surveyor J.H. Houde in 1924, and illustrated on a plan filed at the Service de l'arpentage of the ministère de l'Énergie et des Ressources entitled "Exploration 82"; that line easterly and the south line of the townships of Lapointe, Dubuc, Boilleau, Lalemant, Périgny and Ducreux; the southeast line of the township of Ducreux; the southwest and southeast lines of the township of Dumas, the latter extended to the median line of the rivière Saguenay; the median line of the said river upstream to the extension of the dividing line between the townships of Albert and Labrosse; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the towns of Chicoutimi, Jonquière and La Baie; the villages of Laterrière and Saint-Ambroise; the parishes of Larouche, Notre-Dame-de-Laterrière and Sainte-Rose-du-Nord; the municipalities of the townships of Kénogami, Otis and Tremblay; the municipalities of Bégin, Ferland and Boilleau, L'Anse-Saint-Jean, Petit-Saguenay, Rivière-Éternité, Saint-Charles-de-Bourget, Saint-David-de-Falardeau, Saint-Fulgence, Saint-Honoré and Shipshaw. It also includes 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 39

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE FJORD-DU-SAGUENAY

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 respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Le Fjord-du-Saguenay came into force on 1 January 1983;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Le Fjord-du-Saguenay, which came into force on 1 January 1983, shall be amended by substituting the following for the third and fourth paragraphs of the provisions:

"The number of representatives of a municipality on the council of the regional county municipality of Le Fjord-du-Saguenay shall be determined in the following manner:

- From 0 to 12 000 inhabitants: 1 representative;
- From 12 001 to 24 000 inhabitants: 2 representatives;
- From 24 001 to 36 000 inhabitants: 3 representatives;
- From 36 001 to 48 000 inhabitants: 4 representatives.

Any municipality having a population greater than 48 000 inhabitants shall have one additional representative.

An administrative committee is established by these letters patent; it consists of the mayors of seven municipalities whose territory forms part of the regional county municipality of Le Fjord-du-Saguenay. The warden, the deputy warden and the mayors of the towns of Chicoutimi, Jonquière and La Baie are part of the committee. The council shall appoint by resolution the other members. The duration of the term of office of the members of the administrative committee shall be two years; the rules of operation of the committee shall be those prescribed by the Municipal Code."

SCHEDULE 40**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF LE FJORD-DU-SAGUENAY**

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 recommendation of the Commission municipale du Québec, it is expedient to amend the letters patent of the regional county municipality of Le Fjord-du-Saguenay that came into force on 1 January 1983;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Fjord-du-Saguenay be amended:

(1) by substituting the following for the third and fourth paragraphs of the provisions:

“The number of representatives of a municipality on the council of the regional county municipality of Le Fjord-du-Saguenay shall be determined in the following manner:

— From 0 to 12 000 inhabitants: 1 representative;

— From 12 001 to 24 000 inhabitants: 2 representatives;

— From 24 001 to 36 000 inhabitants: 3 representatives;

— From 36 001 to 48 001 inhabitants: 4 representatives.

Any municipality having a population greater than 48 002 inhabitants shall have one additional representative.”

(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 two-thirds of the members present. Notwithstanding the foregoing, the warden is elected by the vote of the absolute majority of the members.”

SCHEDULE 41**ESTABLISHMENT OF THE REGIONAL COUNTY
MUNICIPALITY OF LE GRANIT**

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 said 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 Le Granit was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté du Granit”;

The boundaries of the regional county municipality of Le Granit shall be those officially described by the ministère de l'Énergie et des Ressources on 12 March 1982; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Granit shall be determined in the following manner:

— From 0 to 5 000 inhabitants: 1 vote;

— From 5 001 to 10 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 10 000 inhabitants shall have one additional vote per 5 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Le Granit shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place in the building situated at 5527, rue Frontenac, Lac-Mégantic;

Mr. Luc-Lin Bourque, Secretary-Treasurer of the corporation of the county of Frontenac, shall act as secretary-treasurer of the regional county municipality of Le Granit until the end of the first sitting of the council;

The regional county municipality of Le Granit succeeds the corporation of the county of Frontenac, as it exists on 1 January 1982; the records of the corporation of the county of Frontenac, as it exists on 1 January 1982, shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Granit;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Frontenac or the corporation of the county of Wolfe is a part, as they exist on 1 January 1982, 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 Le Granit 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 Frontenac or of the corporation of the county of Wolfe, as the county corporations exist on 1 January 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 Le Granit 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 Frontenac or by the corporation of the county of Wolfe, as they exist on 1 January 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 Le Granit 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 Frontenac or of the corporation of the county of Wolfe, as they exist on 1 January 1982, 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 Le Granit 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 Wolfe, as it exists on 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;

In the case of an accumulated surplus of the corporation of the county of Frontenac, as it exists on 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; notwithstanding the foregoing, the regional county municipality of Le Granit may grant credit to each municipality that formed part of the corporation of the county of Frontenac, as it exists on 1 January 1982, and that is comprised within the boundaries of the regional county municipality of Le Granit; the credit shall be equal to the amount to which each of the municipalities is entitled pursuant to the apportionment of the surplus, and shall serve to decrease the aliquot share owed to the regional county municipality by each of the municipalities to which the credit was granted. The municipality wishing to benefit from such a credit shall voice its option by resolution and shall have it sent to the regional county municipality;

The regional county municipality of Le Granit shall take an inventory of all the movable and immovable property of the corporation of the county of Frontenac, as it exists on 1 January 1982, and 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 Frontenac on 31 December 1981; 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 Frontenac on 31 December 1981. The municipalities comprised in the territory of the regional county municipality of Le Granit 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 their standardized assessment as defined in the same article for all the municipalities comprised within the boundaries of the regional county municipality of Le Granit;

The officers and employees of the corporation of the county of Frontenac, as it exists on 1 January 1982, continue their service as officers and employees of the regional county municipality of Le Granit 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 Frontenac and the corporation of the county of Wolfe, as the county corporations exist on 1 January 1982, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE GRANIT

The regional county municipality of Le Granit comprises the territory delimited as follows: starting from the north corner of the township of Risborough; thence successively, along the following lines and demarcations: the northeast line of the said township; the Québec/United States border in a general southwesterly direction to the west line of the township of Chesham; the west line of the said township; part of the south and west lines of the township of Marston; with reference to the cadastre of the township of Hampden, the dividing line between ranges V and VI; the southwest line of lots 250, 544 and 606; with reference to the cadastre of the township of Lingwick, part of the dividing line between ranges I and H; the northwest line of lot 5 of ranges H and G; part of the northeast line of range G; part of the dividing line between ranges III and IV; part of the southwest line of the township of Winslow and

the southwest line of the township of Stratford, the latter line extended to the median line of lac Aylmer; the median line of the said lake in a general northeasterly direction to the extension of the southwest line of range III Nord-Est of the cadastre of the township of Stratford; with reference to that cadastre, the said extension and the said southwest line; part of the northwest line of range VII; the southwest line of lot 7 of range VII; part of the dividing line between ranges VI and VII; the southwest line of lots 15 of ranges VI and V and 15A and 15B of range IV; part of the southeast and northeast lines of the township of Stratford; the southeast line of lot 9A of range I of the cadastre of the township of Price and its extension to the median line of lac Saint-François; the median line of the said lake in a general northerly direction to the extension of the dividing line between the townships of Adstock and Lambton; the said extension and the said dividing line between the townships; part of the northwest line of the township of Forsyth; with reference to the cadastre of the township, part of the dividing line between ranges I and II; part of the southeast line of lot 14 of range II; the northeast line of lots 6B and 6D of ranges A and B; part of the northwest line of lots 23A of range II and 23 of range III; part of the dividing line between ranges III and IV; part of the northwest line of the township of Dorset, the dividing line between ranges XII and XIII and part of the south line of the said township of Dorset, the latter line extended to the median line of the rivière Chaudière; the median line of the said river downstream to the extension of the dividing line between ranges X and XI of the cadastre of the township of Marlow; with reference to that cadastre, the said extension and part of the said dividing line between the ranges; the southeast line of lots 10A of ranges X, IX, VIII and VII, 10 of ranges VI and V and 10A of range IV; part of the dividing line between ranges III and IV; lastly, part of the northwest line of the township of Risborough to the starting point.

The regional county municipality comprises the following municipalities: the town of Lac-Mégantic; the village of Saint-Ludger; the parishes of Courcelles, Saint-Augustin-de-Woburn and Val-Racine; the municipalities of the townships of Guayhurst partie Sud-Est, Marston and Stratford; the municipality of the united townships of Risborough and part of Marlow; the municipalities of Audet, Frontenac, Lac-Drolet, Lambton, Milan, Nantes, Notre-Dame-des-Bois, Piopolis, Saint-Robert-Bellarmin, Saint-Romain, Saint-Sébastien, Sainte-Cécile-de-Whitton and Stornoway.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 12 March 1982

GÉRARD TANGUAY,
Section Head

SCHEDULE 42**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF LE GRANIT**

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 it is expedient to amend the letters patent of the regional county municipality of Le Granit that came into force on 26 May 1982, following the recommendations of the Commission municipale du Québec;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Granit be 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 Le Granit shall have one vote for the first 1 000 inhabitants or less of the municipality and one additional vote per 1 000 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.

An administrative committee is established by these letters patent; it consists of six members including the warden, the deputy warden, the mayor of the town of Lac-Mégantic and three other members; the three latter members shall be appointed by resolution 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 43**ESTABLISHMENT OF THE REGIONAL COUNTY
MUNICIPALITY OF LE HAUT-RICHELIEU**

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 said 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 Le Haut-Richelieu was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté du Haut-Richelieu”;

The boundaries of the regional county municipality of Le Haut-Richelieu shall be those officially described by the ministère de l'Énergie et des Ressources on 23 October 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Haut-Richelieu shall be determined in the following manner:

- From 0 to 8 000 inhabitants: 1 vote;
- From 8 001 to 16 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 16 000 inhabitants shall have one

additional vote per 8 000 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Le Haut-Richelieu shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at 380, 4^e Avenue in Iberville;

Mr. Bernard Larocque, Secretary-Treasurer of the corporation of the county of Iberville, shall act as secretary-treasurer of the regional county municipality of Le Haut-Richelieu until the end of the first sitting of the council;

The regional county municipality of Le Haut-Richelieu succeeds the corporation of the county of Saint-Jean and the corporation of the county of Iberville and, consequently, becomes the owner of the movable and immovable property of the corporations; the records of the two county corporations shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Haut-Richelieu;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Iberville or the corporation of the county of Saint-Jean 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 Le Haut-Richelieu 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 Iberville, the corporation of the county of Saint-Jean or the corporation of the county of Missisquoi 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 Le Haut-Richelieu shall collect sums thus owed and shall at that time repay sums to whom-

ever 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 Iberville, the corporation of the county of Saint-Jean or the corporation of the county of Missisquoi 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 Le Haut-Richelieu 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 Iberville, the corporation of the county of Saint-Jean or the corporation of the county of Missisquoi, 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 Le Haut-Richelieu 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 Iberville, the corporation of the county of Saint-Jean or the corporation of the county of Missisquoi, 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 Le Haut-Richelieu, the owner of the immovable property of the corporation of the county of Saint-Jean, shall indicate the value thereof, as it appeared in the most recent financial statements; one aliquot share of the value shall be paid as compensation to the municipality of Saint-Bernard-de-Lacolle; the aliquot share shall be equal to the proportion of the standardized assessment of the municipality as defined in paragraph 40 of article 16 of the Municipal Code with respect to the standardized assessment, as defined in the same article, for the entire territory of the corporation of the county of Saint-Jean. The regional county municipality of Le Haut-Richelieu, the owner of the movable property of the corporation of the county of Saint-Jean shall indicate the market value

thereof; one aliquot share of the value shall be paid as compensation to the municipality of Saint-Bernard-de-Lacolle; the aliquot share shall be equal to the proportion of the standardized assessment of the municipality 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 Saint-Jean;

If the council of the regional county municipality of Le Haut-Richelieu proceeds with the sale of the building owned by the corporation of the county of Saint-Jean, the proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Saint-Jean, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code;

If the council of the regional county municipality of Le Haut-Richelieu proceeds with the sale of the building situated at 380, 4^e Avenue in the town of Iberville, the proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Iberville, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code;

The regional county municipality of Le Haut-Richelieu shall have the building situated at 55, 5^e Avenue in the town of Iberville, owned by the corporation of the county of Iberville, sold and shall allocate the proceeds of the sale for the reduction of the debt created by loan by-law number 180 of the corporation of the county of Iberville;

The officers and employees of the corporation of the county of Saint-Jean and the corporation of the county of Iberville continue their service as officers and employees of the regional county municipality of Le Haut-Richelieu 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 Iberville, the corporation of the county of Saint-Jean or the corporation of the county of Missisquoi remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-RICHELIEU

The regional county municipality of Le Haut-Richelieu comprises the territory delimited as follows:

starting from the vertex of the northwest angle of lot 214 of the cadastre of the parish of Saint-Luc; thence successively, along the following lines and demarcations: the dividing line between the cadastres of the parishes of Saint-Luc and Saint-Joseph-de-Chambly to the west bank of the rivière Richelieu; in the said river, a straight line running to the most northwesterly point of lot 236 (island) to the line running midway between the northeast bank of the said river and the northeast shore of île Sainte-Thérèse; the said line running midway to the extension of the first section of the dividing line between the cadastres of the parishes of Saint-Athanase and Notre-Dame-de-Bonsecours; the said extension and the said dividing line between the cadastres; the irregular line separating the cadastres of the parishes of Saint-Grégoire and Sainte-Brigide from the cadastres of the parishes of Notre-Dame-de-Bonsecours, Sainte-Marie-de-Monnoir and Sainte-Angèle to the median line of a road bounding to the northwest lots 215, 216, 245, 244 and 243 of the cadastre of the parish of Sainte-Brigide; the said median line; with reference to that cadastre, the extension and the northwest line of lot 449; the northeast line of lots 449, 450 and 451; part of the irregular line separating the cadastre of the parish of Saint-Césaire from the cadastres of the parishes of Sainte-Brigide and Saint-Romuald-de-Farnham-Ouest to the south line of lot 419 of that last cadastre; the south line of the said lot 419; part of the line separating the cadastres of the parishes of Saint-Brigide and Saint-Romuald-de-Farnham-Ouest southwesterly to the northwest side of a public road bounding lots 490 and 427 of the cadastre of the parish of Sainte-Brigide to the northwest; with reference to that cadastre, the northwest side of the said road, across lots 425 and 426 to the west line of the said lot 426; part of the said west line southerly and its extension to the southwest side of road number 104; the southwest side of the said road southeasterly to the north side of the right-of-way of the Canadian Pacific Railway Company railroad; the north side of the said right-of-way easterly to the dividing line between the cadastres of the parishes of Saint-Romuald-de-Farnham-Ouest and Sainte-Brigide; part of the said dividing line between the cadastres southerly to the southwest line of Second rang double de Murray Côté Sud of the cadastre of the parish of Sainte-Brigide; with reference to that cadastre, part of the said southwest line to the east line of lot 315; part of the said east line and the east line of lots 316 to 322; an irregular line bounding lot 325 to the southeast; the east line of lot 326; the southwest line of lots 326, 327 and 328; part of the east line of lot 329 and the southwest line of lots 329, 330 and 331; part of the east line of concession Neuvième southerly to the dividing line between the cadastres of the parishes of Sainte-Brigide and Saint-Alexandre; part of the said dividing line between the cadastres; with reference to the cadastre of the parish of Saint-Alexandre, the east line of lot 41;

the southwest line of the said lot and part of the southwest line of lot 40 to the southeast line of lot 92; part of the said southeast line; part of the northeast line of lot 209 and the northeast line of lots 210 to 225; part of the irregular line separating the cadastre of the parish of Notre-Dame-des-Anges-de-Stanbridge from the cadastres of the parishes of Saint-Alexandre and Saint-Sébastien to the south line of lot 153 of that last cadastre; with reference to the cadastre of the parish of Saint-Sébastien, part of the said south line to the east line of lot 179; the east line of lots 179 and 345; the southeast and southwest lines of the said lot 345; the southwest line of lots 343, 342, 341 and 338; part of the southwest line of lot 337 and the east line of lots 323, 322, 321, 320, 319 and 317; part of the dividing line between the cadastres of the parishes of Saint-Sébastien and Saint-Georges-de-Clarenceville to the east line of lot 169 of that last cadastre; the said east line; part of the north line of lot 183 and the north line of lot 182 of the cadastre of the parish of Saint-Georges-de-Clarenceville; part of the line separating that cadastre from the cadastres of the township of Stanbridge and the parish of Saint-Armand-Ouest to the shore of baie Missisquoi; the median line of the said bay in a general southwesterly direction to the Québec/United States border; the said borderline in a westerly direction to the line separating concessions Troisième and Quatrième Sud du Domaine from the cadastre of the parish of Lacolle; with reference to that cadastre, the said dividing line between the concessions; the south line of lot 357; the dividing line between concessions Troisième and Quatrième sur le Domaine; part of the north line of lot 415 to the dividing line between concessions Quatrième and Cinquième Nord du Domaine; the said dividing line between the concessions; part of the irregular line separating the cadastre of the parish of Saint-Cyprien from the cadastres of the parishes of Lacolle and Saint-Valentin to the northeast line of lot 261 of the cadastre of the parish of Saint-Cyprien; with reference to that cadastre, the said northeast line and part of the northeast line of lot 262 to the southeast line of lot 239; the southeast and northeast lines of the said lot; the southeast line of lot 176; the irregular line separating the cadastre of the parish of Sainte-Marguerite-de-Blairfindie from the cadastres of the parishes of Saint-Cyprien, Saint-Jacques-le-Mineur, Saint-Philippe and Laprairie-de-la-Madeleine; lastly, the irregular line separating the cadastre of the parish of Saint-Luc from the cadastre of the parish of Laprairie-de-la-Madeleine to the starting point.

The regional county municipality comprises the towns of Iberville, Saint-Jean-sur-Richelieu and Saint-Luc; the villages of Clarenceville, Lacolle, Henryville, Mont-Saint-Grégoire and Saint-Alexandre; the parishes of Notre-Dame-du-Mont-Carmel, Saint-Alexandre, Sainte-Anne-de-Sabrevois, Saint-Athanase, Saint-Blaise, Saint-

Grégoire-le-Grand, Saint-Paul-de-l'Île-aux-Noix, Saint-Sébastien and Saint-Valentin and the municipalities of L'Acadie, Henryville, Noyan, Sainte-Brigide-d'Iberville, Saint-Georges-de-Clarenceville and Venise-en-Québec.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 23 October 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 44

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-RICHELIEU

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 Le Haut-Richelieu came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Le Haut-Richelieu, which came into force on 1 January 1982, shall be amended:

(1) by inserting the following after the tenth paragraph of the provisions:

“Notwithstanding the aforesaid, loan by-law number 180-A of the corporation of the county of Iberville is amended in order that the special tax ordered by section 9 of the by-law be imposed on the aggregate of the taxable immovables situated in the regional county municipality of Le Haut-Richelieu, including those situated in the towns.”;

(2) by substituting the following for the sixteenth and seventeenth paragraphs of the provisions:

“The regional county municipality of Le Haut-Richelieu shall have the building situated at 55, 5^e Avenue in the town of Iberville, owned by the corporation of the county of Iberville, sold; the proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Iberville, in proportion to the standardized assessment as defined in paragraph 40 of article 16 of the Municipal Code.”.

SCHEDULE 45

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-FRANÇOIS

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 said 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 Le Haut-Saint-François was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté du Haut-Saint-François”;

The boundaries of the regional county municipality of Le Haut-Saint-François shall be those officially described by the ministère de l'Énergie et des Ressources on 17 November 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Haut-Saint-François 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 this Order in Council, 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 Le Haut-Saint-François shall be held on the second 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 Compton;

Mr. Jean Hivert, Secretary-Treasurer of the corporation of the county of Compton, shall act as secretary-treasurer of the regional county municipality of Le Haut-Saint-François until the end of the first sitting of the council;

The regional county municipality of Le Haut-Saint-François succeeds the corporation of the county of Compton; the records of the corporation of the county of Compton shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Haut-Saint-François;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Compton, the corporation of the county of Wolfe 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 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 Le Haut-Saint-François 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 Compton, the corporation of the county of Wolfe or 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 Le Haut-Saint-François 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 Compton, the corporation of the county of Wolfe or 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 Le Haut-Saint-François 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 Compton, the corporation of the county of Wolfe or 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 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 Le Haut-Saint-François 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 Compton, the corporation of the county of Wolfe or 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; notwithstanding the foregoing, the regional county muni-

palitày of Le Haut-Saint-François may grant credit to each municipality that formed part of the corporation of the county of Compton and that is comprised within the boundaries of the regional county municipality of Le Haut-Saint-François; the credit shall be equal to the amount to which each of the municipalities is entitled according to the apportionment of the surplus and shall serve to reduce the aliquot share owed to the regional county municipality by each of the municipalities to which credit has been granted. The municipality wishing to benefit from such credit shall voice its option by resolution and shall have it sent to the regional county municipality;

The regional county municipality of Le Haut-Saint-François shall take an inventory of all the movable and immovable property of the corporation of the county of Compton and shall fix the value of the property; one aliquot share of the value shall be paid as compensation to the municipalities; 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 Compton. The municipalities comprised in the territory of the regional county municipality of Le Haut-Saint-François 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 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 Le Haut-Saint-François;

The regional county municipality of Le Haut-Saint-François shall take an inventory of the documents that are part of the records of the corporation of the county of Compton within three months following the date on which the letters patent to be issued following this Order in Council come into force; a copy of each of the documents shall be forwarded to the regional county municipalities in which are situated the municipalities that formed part of the territory of the corporation of the county of Compton;

The officers and employees of the corporation of the county of Compton continue their service as officers and employees of the regional county municipality of Le Haut-Saint-François 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 Compton, the corporation of the county of Wolfe and 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-FRANÇOIS

The regional county municipality of Le Haut-Saint-François comprises the territory delimited as follows: starting from the west corner of the township of Dudswell; thence successively, along the following lines and demarcations: the northwest line and part of the northeast line of the said township; the dividing line between ranges IX and X of the township of Weedon; part of the northeast line of the townships of Weedon and Lingwick to the dividing line between ranges III and IV of that last cadastre; with reference to the cadastre of the township of Lingwick, part of the said dividing line between the ranges; part of the northeast line of range G; the southeast line of lot 6 of ranges G and H; part of the dividing line between ranges I and H; with reference to the cadastre of the township of Hampden, the northeast line of lots 607, 543 and 251; the dividing line between ranges V and VI; part of the east line of the township of Hampden; part of the north line and the east line of the township of Ditton; the east line of the township of Emberton; the Québec/United States border in a general southwesterly direction to the south line of the township of Auckland; the south line of the said township and part of the south line of the township of Clifton to the dividing line between ranges IV and V of the said township; with reference to the cadastre of the township of Clifton, part of the said dividing line between the ranges; the dividing line between lots 17 and 18 of ranges V and VI; part of the dividing line between ranges VI and VII northerly; part of the south and west lines of the township of Eaton to the south line of lot 22A of range I of the cadastre of the township of Ascot; with reference to the cadastre of that township, the south line of lots 22A and 22B of range I and 22A and 22E of range II; part of the dividing line between ranges II and III southerly; the south line of lots 19A, 19B and 19D of range III; part of the dividing line between ranges III and IV northerly; part of the south line of the township of Stoke westerly to the northwest line of lot 21A of range III of the said township; with reference to the cadastre of the township of Stoke, the northwest line of the said lot and the northwest line of lots 21B and 21A of range IV, 21C, 21B and 21A of range V, 21C and 21A of range VI and 21 of ranges VII and VIII; part of the dividing line between ranges VIII

and IX southeasterly; lastly, an irregular line separating the township of Stoke from the townships of Westbury and Dudswell to the starting point.

The regional county municipality comprises the following municipalities: the towns of Cookshire, East-Angus and Scotstown; the villages of Bishopton, La Patrie, Marbleton, Saint-Gérard, Sawyerville and Wendon-Centre; the municipalities of the townships of Clifton partie Est, Ditton, Dudswell, Eaton, Hampden, Lingwick, Newport, Weedon and Westbury; the municipalities of Ascot Corner, Bury, Chartierville, Fontainebleau, Saint-Isidore-d'Auckland and Saint-Malo.

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 46

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-LAURENT

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 said 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 Le Haut-Saint-Laurent was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Planning, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté du Haut-Saint-Laurent”;

The boundaries of the regional county municipality of Le Haut-Saint-Laurent shall be those officially described by the ministère de l'Énergie et des Ressources on 23 November 1981; the description appears as Schedule A to this Order in Council;

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Haut-Saint-Laurent shall be determined in the following manner:

- From 0 to 7 500 inhabitants: 1 vote;
- From 7 501 to 15 000 inhabitants: 2 votes;

The representative of any municipality having a population greater than 15 000 inhabitants shall have one additional vote per 7 500 inhabitants of the municipality, in accordance with the manner set forth in the preceding paragraph;

For the purpose of this Order in Council, 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 Le Haut-Saint-Laurent shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at 23, rue King, in Huntingdon;

Ms. Annie Legault, Secretary-Treasurer of the corporation of the county of Huntingdon, shall act as secretary-treasurer of the regional county municipality of Le Haut-Saint-Laurent until the end of the first sitting of the council;

The regional county municipality of Le Haut-Saint-Laurent succeeds the corporation of the county of Huntingdon and the corporation of the county of Châteauguay and, consequently, becomes the owner of the movable and immovable property of the county corporations; the records of the county corporations of Huntingdon and Châteauguay shall be filed in the office of the secretary-treasurer of the regional county municipality of Le Haut-Saint-Laurent;

The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Huntingdon or the corporation of the county of Châteauguay 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 Le Haut-Saint-Laurent 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 Huntingdon or of the corporation of the county of Châteauguay, shall continue to be borne by the aggregate of the owners of taxable immovables of each of the municipalities comprised 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 Le Haut-Saint-Laurent 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 Huntingdon or the corporation of the county of Châteauguay, 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 Le Haut-Saint-Laurent 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 Huntingdon or of the corporation of the county of Châteauguay, 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 Le Haut-Saint-Laurent 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 Huntingdon or of the corporation of the county of Châteauguay, 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;

If the council of the regional county municipality of Le Haut-Saint-Laurent proceeds with the sale of the immovable property of the corporation of the county of Huntingdon or of the corporation of the county of Châteauguay, the proceeds of the sale shall be apportioned among each of the municipalities that formed part of the corporation of the county of Huntingdon or the corporation of the county of Châteauguay, as the case may be, 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 Huntingdon and the corporation of the county of Châteauguay continue their service as officers and employees of the regional county municipality of Le Haut-Saint-Laurent 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 Huntingdon or of the corporation of the county of Châteauguay, remain in force in the territory for which they were passed or made until they are amended, annulled or repealed.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-LAURENT

The regional county municipality of Le Haut-Saint-Laurent comprises the territory delimited as follows: starting from the meeting point of the shore of lac Saint-François and the northeast line of the township of Godmanchester; thence successively, along the following lines and demarcations: part of the said northeast line; an irregular line separating the cadastres of the parishes of Saint-Malachie and Sainte-Martine from the cadastres of the parishes of Saint-Stanislas-de-Kostka, Saint-Louis-de-Gonzague and Saint-Étienne to the northeast line of lot 100 of the cadastre of the parish of Sainte-Martine; with reference to that cadastre, the said northeast line and its extension to the median line of the rivière Châteauguay; the median line of Châteauguay and des Anglais rivers to the extension of the dividing line between lots 341 and 342; the said extension and

the said dividing line between the lots; the northwest line of lots 409, 408, 407, 406, 404 and 402; the northeast line of lots 402 and 448; the southeast line of lots 448, 447, 446, 445 and 444; the northeast line of lots 455 and 469; the southeast line of lots 470 to 480; with reference to the cadastre of the parish of Saint-Jean-Chrysostome, the northeast line of lot 224 and its extension to the median line of ruisseau Norton; the median line of the said stream northeasterly to the extension of the northeast line of lot 925; the said extension and the northeast line of lots 925 and 960; part of the northwest and northeast lines of lot 977; the northeast line of lot 1023; the southeast line of lots 1023, 1022, 1021 and 1020; the dividing line between ranges V and VI; part of the north line of the township of Hemmingford and an irregular line separating the cadastre of that township from the cadastre of the township of Havelock; the Québec/United States border westerly; the Québec/Ontario border into the St. Lawrence River and into lac Saint-François and the median line of the said lake to the extension of the northeast line of the township of Godmanchester; lastly, the said extension to the starting point.

The regional county municipality comprises the following municipalities: the town of Huntingdon; the villages of Howick, Ormstown and Saint-Chrysostome; the parishes of Saint-Anicet, Sainte-Barbe, Saint-Jean-Chrysostome, Saint-Malachie d'Ormstown and Très-Saint-Sacrement; the municipalities of the townships of Dundee, Elgin, Godmanchester, Havelock and Hinchinbrook; the municipality of Franklin. It also includes part of the St. Lawrence River and lac Saint-François.

Prepared by: GILLES CLOUTIER,
Land-Surveyor

Ministère de l'Énergie et des Ressources
Service de l'Arpentage
Québec, 23 November 1981

GÉRARD TANGUAY,
Section Director

SCHEDULE 47

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-LAURENT

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 respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Le Haut-Saint-Laurent came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent;

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Haut-Saint-Laurent be amended:

(1) by inserting the following after the eighth paragraph of the provisions:

“However, for the purposes of the exercise of the powers, rights and obligations provided for in articles 681 to 684 of the Municipal Code of Québec (R.S.Q., c. C-27.1), the regional county municipality of Beauharnois-Salaberry succeeds the corporation of the county of Châteauguay and, consequently, becomes the owner of the movable and immovable property of the county corporation owned for the purposes of the exercise of these powers, rights and obligations.”;

(2) by adding the following paragraphs at the end of the provisions:

“An administrative committee composed of the warden, the deputy warden and a maximum of three other members of the council is established. The council shall appoint, by resolution, the members of the administrative committee. The quorum of the administrative committee is a majority of its members.

The council may, by by-law, determine the day of the regular or general meetings of the administrative committee, as well as its rules of operation and decrease to seventy-two hours the period of time for the notice of convocation provided for in article 156 of the Municipal Code of Québec.”.

SCHEDULE 48

ESTABLISHMENT OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-AURICE

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 said 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 Le Haut-Saint-Maurice was held;

WHEREAS the Commission de toponymie was in agreement.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs and the Minister of State for Land Development, the following:

Letters patent shall be issued establishing a regional county municipality under the name of “Municipalité régionale de comté du Haut-Saint-Maurice” and modifying the territory of the corporation of the county of Abitibi, as it existed on 8 April 1981;

The boundaries of the regional county municipality of Le Haut-Saint-Maurice shall be those officially described by the ministère de l'Énergie et des Ressources on 17 November 1981; the description appears as Schedule A to this Order in Council;

The new boundaries of the corporation of the county of Abitibi are those that existed for the county prior to the coming into force of the letters patent to be issued following this Order in Council, 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 Le Haut-Saint-Maurice, dated 17 November 1981, appearing as Schedule A to this Order in Council, less the portions of the territory that formed part of the corporation of the county of Saint-Maurice and of the corporation of the county of Champlain prior to the coming into force of the letters patent to be issued following this Order in Council and that are comprised within the boundaries described in Schedule A to the letters patent.

The number of votes of the representative of a municipality on the council of the regional county municipality of Le Haut-Saint-Maurice shall be determined in the following manner:

- From 0 to 999 inhabitants: 1 vote;
- From 1 000 to 2 999 inhabitants: 2 votes;
- From 3 000 to 5 999 inhabitants: 3 votes;
- From 6 000 to 9 999 inhabitants: 4 votes;

The representative of any municipality having a population greater than 9 999 inhabitants shall have one additional vote;

For the purpose of this Order in Council, 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 Le Haut-Saint-Maurice shall be held on the second juridical Wednesday following the coming into force of the letters patent. It shall take place at 558, rue Commerciale in the town of La Tuque;

Mr. Denis Tousignant, 667, rue Réal in La Tuque shall act as secretary-treasurer of the regional county municipality of Le Haut-Saint-Maurice 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 Abitibi, as it exists on 31 March 1981, 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, 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, if applicable, under section 11 of Chapter 72 of the Statutes of 1979; the council of the regional county municipality of Le Haut-Saint-Maurice 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 Champlain, the corporation of the county of Saint-Maurice or of the corporation of the county of Abitibi as it exists on 8 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of the 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 Le Haut-Saint-Maurice 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 Abitibi, as it exists on 8 April 1981, shall continue to be borne by the aggregate of the owners of taxable immovables situated in the respective territories of those 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 Le Haut-Saint-Maurice 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 the corporation of the county of Abitibi, as it exists on 8 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 Le Haut-Saint-Maurice 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 Abitibi, as it exists on 8 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;

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 made by each toward 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 Abitibi 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.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-MAURICE

The regional county municipality of Le Haut-Saint-Maurice comprises the territory delimited as follows: starting from the meeting point of the east line of the township of Balète with the 49°00' parallel of latitude north: thence successively, along the following lines and demarcations: the parallel westerly to the west line of the township of Lacroix; part of the west line of the township of Lacroix and the west line of the townships of Coursol, Juneau, Hanotaux, Poisson, Provancher, Buies, Douville and Gosselin; the south line of the townships of Gosselin, Choquette, David and Landry; part of the south line of the township of Dandurand and the southwest line of the townships of Drouin, Lortie and Laliberté; part of the southwest line of the township of Sincennes to the southeast shore of lac Mondonac; the said southeast shore northeasterly and the southeast bank of the rivière Mondonac to the dam, the bank being a Gros Brochet Controlled Zone boundary; a straight line northeasterly to the vertex of the east angle of the township of Sincennes, that line skirting along the south shore, all the lakes it encounters and being a Gros Brochet Controlled Zone boundary; the northeast line of the townships of Dupuis, Picard and Livernois; along the Saint-Maurice Wildlife Sanctuary boundaries, in general southeasterly, northerly and northeasterly directions, the southwest shore of lac du Fou and the left bank of the tributary of lac du Fou to a point whose coordinates are: 5225850 m N and 633700 m E; northeasterly and easterly, a broken line which apex coordinates are 5225950 m N and 634000 m E, 5225500 m N and 635300 m E, 5225000 m N and 635525 m E, 5225700 m N and 637450 m E, 5225500 m N and 638300 m E, 5224475 m N and 638325 m E, 5224300 m N and 638875 m E, 5224850 m N and 639500 m E, 5224300 m N and 640550 m E, 5225200 m N and 643550 m E and 5224200 m N and 644500 m E, namely, to the right bank of the rivière Wessonneau-Sud; southerly, the right bank of the said river to a westerly line whose coordinates at the point of origin are: 5222100 m N and 650250 m E, that point of origin being situated on the right bank of the rivière Wessonneau; the right bank of the said river in northeasterly and easterly directions to the dividing line between the townships of Polette and Turcotte; then, leaving the Saint-Maurice Wildlife Sanctuary boundaries, the right bank of the rivière Wessonneau in a general easterly direction 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 dividing line between the townships of Boucher and Carignan; the said extension and the said dividing line between the townships; the northwest line of the township of Hackett, that line extended across lac Mékinac; part of the northwest line of the township of Lapeyrière to the west boundary of the Portneuf Wildlife Sanctuary; following the boundaries of the said wildlife sanctuary, a straight line along an azimuth of 339°15' to a point situated at a distance of five and five hundred and fifty-one-thousandths kilometres (5,551 km) from the dividing line between the townships of Hackett and Lapeyrière, the distance being measured along the straight line; 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 Portneuf Wildlife Sanctuary boundaries, the median line of the said river upstream and the line separating the township of Trudel from the townships of Laure and Perrault; the southeast line of the township of Laure and its extension across undivided lands to its intersection with the survey line established on the site by land-surveyor Louis Giroux in 1928 and bearing the name "Exploration 98-A"; the survey line northwesterly to the north line of the township of Rhodes; part of the north line of the township of Rhodes and the north line of the townships of Biard, Michaux, Chaumonot and Papin; part of the northeast line of the township of Ingall northwesterly and its extension across undivided lands and the townships of Bonin, Laflamme, Routhier, Lafitau, Faguy, Berlinguet, Lindsay, Dubois, Verreau and Pfister to the east line of the township of Balète; lastly, part of the said east line northerly to the starting point.

The regional county municipality comprises the following municipalities: the town of La Tuque; the village of Parent; the municipality of the township of Langelier and the municipalities of Haute-Mauricie and of Lac-Édouard 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 49

AMENDMENT TO THE LETTERS PATENT ESTABLISHING THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT-AURICE

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 pursuant to section 166 of the Act respecting land use planning and development;

WHEREAS the letters patent establishing the regional county municipality of Le Haut-Saint-Maurice came into force on 1 January 1982;

WHEREAS it is expedient to amend the letters patent.

IT IS ORDERED, upon the recommendation of the Minister of Municipal Affairs, the following:

The letters patent establishing the regional county municipality of Le Haut-Saint-Maurice, which came into force on 1 January 1982, shall be amended:

(1) by substituting the following for the second and third paragraphs of the provisions:

“The boundaries of the regional county municipality of Le Haut-Saint-Maurice are those described by the ministère de l'Énergie et des Ressources in the official description of the regional county municipality of Le Haut-Saint-Maurice, dated 26 November 1982, appearing in Schedule A to the letters patent as if it were a part thereof.”;

(2) by substituting the following for the ninth paragraph of the provisions:

“The expenditures arising from any contract in respect of an assessment roll of which the corporation of the county of Abitibi, as it existed on 8 April 1981, 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, 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, if applicable, under section 11 of Chapter F-2.1 of the Revised Statutes of Québec; the council of the regional county municipality of Le Haut-Saint-Maurice 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.”;

(3) by inserting the following after the fourteenth paragraph of the provisions:

“The council of the regional county municipality of Le Haut-Saint-Maurice shall collect the sums that are, under the letters patent establishing the regional county municipality of Abitibi, charged to the municipalities situated on its territory or, if applicable, apportion among the municipalities the sums due under the letters patent.”;

(4) by substituting the description appearing in Schedule A to this Order in Council for the description appearing in Schedule A to the letters patent.

OFFICIAL DESCRIPTION OF THE REGIONAL COUNTY MUNICIPALITY OF LE HAUT-SAINT- MAURICE

The regional county municipality of Le Haut-Saint-Maurice comprises the territory delimited as follows: starting from the meeting point of the east line of the township of Balète with the 49°00' parallel of latitude north: thence successively, along the following lines and demarcations: the parallel westerly to the west line of the township of Lacroix; part of the west line of the township of Lacroix and the west line of the townships of Coursol, Juneau, Hanotaux, Poisson, Provancher, Buies, Douville and Gosselin; the south line of the townships of Gosselin, Choquette, David and Landry; part of the south line of the township of Dandurand and the southwest line of the townships of Drouin, Lortie and Laliberté; part of the southwest line of the township of Sincennes to the southeast shore of lac Mondonac;

the said southeast shore northeasterly and the southeast bank of the rivière Mondonac to the dam, the bank being a Gros Brochet Controlled Zone boundary; a straight line northeasterly to the vertex of the east angle of the township of Sincennes, that line skirting along the south shore, all the lakes it encounters and being a Gros Brochet Controlled Zone boundary; the northeast line of the townships of Dupuis, Picard and Livernois; along the Saint-Maurice Wildlife Sanctuary boundaries, in general southeasterly, northerly and northeasterly directions, the southwest shore of lac du Fou and the left bank of the tributary of lac du Fou to a point whose coordinates are: 5225850 m N and 633700 m E; north-easterly and easterly, a broken line which apex coordinates are 5225950 m N and 634000 m E, 5225500 m N and 635300 m E, 5225000 m N and 635525 m E, 5225700 m N and 637450 m E, 5225500 m N and 638300 m E, 5224475 m N and 638325 m E, 5224300 m N and 638875 m E, 5224850 m N and 639500 m E, 5224300 m N and 640550 m E, 5225200 m N and 643550 m E and 5224200 m N and 644500 m E, namely, to the right bank of the rivière Wessonneau-Sud; south-erly, the right bank of the said river to a westerly line whose coordinates at the point of origin are: 5222100 m N and 650250 m E, that point of origin being situated on the right bank of the rivière Wessonneau; the right bank of the said river in northeasterly and easterly directions to the dividing line between the townships of Polette and Turcotte; then, leaving the Saint-Maurice Wildlife Sanctuary boundaries, the right bank of the rivière Wessonneau in a general easterly direction and its extension to the median line of the rivière Saint-Maurice; the median line of the said river down-stream to the extension of the dividing line between the townships of Boucher and Carignan; the said extension and the said dividing line between the townships; the northwest line of the township of Hackett, that line extended across lac Mékinac; part of the northwest line of the township of Lapeyrère to the west boundary of the Portneuf Wildlife Sanctuary; following the bound-aries of the said wildlife sanctuary, a straight line along an azimuth of 339°15' to a point situated at a distance of five and five hundred and fifty-one-thousandths kilometres (5,551 km) from the dividing line between the townships of Hackett and Lapeyrère, the distance being measured along the straight line; thence, azi-muth 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 hun-dred and sixteen-thousandths kilometres (2,816 km); thence, azimuth 180°40', one and seven hundred and seventy-thousandths kilometres (1,770 km); thence, azi-muth 127°15', four and five hundred and seven-thou-sandths 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, azi-muth 139°50', one and six hundred and ninety-thou-sandths 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 Portneuf Wild-life Sanctuary boundaries, the median line of the said river upstream and the line separating the township of Trudel from the townships of Laure and Perrault; the southeast line of the township of Laure and its extension across undivided lands to its intersection with the sur-vey line established on the site by land-surveyor Louis Giroux in 1928 and bearing the name "Exploration 98-A"; the survey line northwesterly to the north line of the township of Rhodes; part of the north line of the town-ship of Rhodes and the north line of the townships of Biard, Michaux, Chaumonot and Papin to a line parallel to the northeast line of the township of Ingall and situ-ated six and five-tenths kilometres (6,5 km) northeast thereof; the northeast line northwesterly, across undi-vided lands and the townships of Laflamme, La Bruère, Lafitau, Baillargé, Berlinguet, Huard, Dubois and Ventadour to the watershed line separating the St. Lawrence River basin from that of Hudson Bay; the said watershed line in a general westerly direction to the extension of the northeast line of the township of Ingall; the said extension northwesterly to the east line of the township of Balète; lastly, part of the said east line northerly to the starting point.

The regional county municipality comprises the fol-lowing municipalities: the town of La Tuque; the vil-lage of Parent; the municipality of the township of Langelier and the municipalities of Haute-Mauricie and of Lac-Édouard 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, 26 November 1982

GÉRARD TANGUAY,
Section Head

SCHEDULE 50**AMENDMENT TO THE LETTERS PATENT
ESTABLISHING THE REGIONAL COUNTY
MUNICIPALITY OF LE HAUT-SAINT-AURICE**

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 Le Haut-Saint-Maurice that came into force on 26 November 1982;

IT IS ORDERED upon the recommendation of the Minister of Municipal Affairs:

THAT the letters patent establishing the regional county municipality of Le Haut-Saint-Maurice be amended:

(1) by substituting the following for the fourth and fifth paragraphs of the provisions:

“The representative of a municipality on the council of the regional county municipality of Le Haut-Saint-Maurice shall have one vote for the first 3 000 inhabitants or less of the municipality and one additional vote per 3 000 inhabitants or less.

The representative of a municipality with a population greater than 9 000 inhabitants shall have one additional vote.”;

(2) by inserting the following after the sixth paragraph of the provisions:

“Subject to the eighth paragraph as well as 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 a two-thirds majority vote of the members present.

The warden is elected by an absolute majority vote of the members. The decisions referred to in the second paragraph of section 188 of the Act respecting land use planning and development are taken by a majority vote of the members present.”.

Notices

Notice of extension

An Act respecting the provisional administration of the Parity Committee for the Flat Glass Industry and the Corporation de formation des vitriers et travailleurs du verre du Québec (1994, c. 9)

Provisional administration of the Parity Committee for the Flat Glass Industry

Pursuant to section 2 of the Act respecting the provisional administration of the Parity Committee for the Flat Glass Industry and the Corporation de formation des vitriers et travailleurs du verre du Québec (1994, c. 9), the Minister of Labour gives notice as follows:

The suspension of the powers and functions of the members, officers, substitutes and mandataries of the Parity Committee for the Flat Glass Industry, including those of its secretary, in effect since 13 June 1994, under the Act respecting the provisional administration of the Parity Committee for the Flat Glass Industry and the Corporation de formation des vitriers et travailleurs du verre du Québec, is further extended for a period of one month, effective from 13 March 1997, in accordance with section 2 of that Act.

MATTHIAS RIOUX,
Minister of Labour

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

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