

Gazette officielle du Québec

Part 2 Laws and Regulations

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Summary

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Regulations and other acts

Gouvernement du Québec

O.C. 1483-99, 17 December 1999

Transport Act
(R.S.Q., c. T-12)

Brokerage of bulk trucking services

Regulation respecting the brokerage of bulk trucking services

WHEREAS under paragraph *b* of section 5 of the Transport Act (R.S.Q., c. T-12), the Government may, by regulation, establish and delimit territorial divisions;

WHEREAS under paragraph *k* of that section, the Government may, by regulation, adopt tariff of fees and prescribe annual dues or other duties payable to the Commission des transports du Québec;

WHEREAS under paragraph *o* of that section, amended by paragraph 4 of section 2 of Chapter 82 of the Statutes of 1999, the Government may by regulation, determine the duties, powers, rights and obligations of holders of brokerage permits and of operators registered in the register in relation to brokerage service;

WHEREAS under paragraphs *o.1*, *o.2* and *q* of that section, amended by paragraph 2 of section 322 of Chapter 40 of the Statutes of 1999, the Government may, by regulation, determine standards of representativeness applicable to holders of brokerage permits, prescribe administrative, financing and management standards applicable to brokerage companies and to prescribe the forms necessary for the application of that Act;

WHEREAS under paragraphs *n.1* and *n.2* of that section, amended by paragraph 3 of section 2 of Chapter 82 of the Statutes of 1999, the Government may, by regulation, determine the conditions that an operator of heavy vehicles whose establishments are situated outside Québec must satisfy to be registered in the bulk trucking register and the reasons for which the Commission may grant time to enable an operator to remedy a situation that would entail the removal of the operator from the register;

WHEREAS under section 26 of the Act to amend the Transport Act as regards bulk trucking (1999, c. 82), a regulation made, before 1 January 2000, under section 5

of the Transport Act as amended by section 2, is not subject to the requirements as to publication and the date of coming into force set out in sections 8 and 17 of the Regulations Act (R.S.Q., c. R-18.1);

WHEREAS it is expedient to make the Regulation respecting the brokerage of bulk trucking services;

IT IS ORDERED, therefore, on the recommendation of the Minister of Transport:

THAT the Regulation respecting the brokerage of bulk trucking services, attached to this Order in Council, be made.

MICHEL NOEL DE TILLY,
Clerk of the Conseil exécutif

Regulation respecting the brokerage of bulk trucking services

Transport Act
(R.S.Q., c. T-12, s. 5, pars. *b*, *k*, *n.1*, *n.2*, *o*, *o.1*, *o.2* and *q*; 1999, c. 40, s. 322 and c. 82, s. 2)

DIVISION I APPLICATION

1. This Regulation applies to the brokerage of bulk trucking services in public contracts for the transport of sand, earth, gravel, stone, bituminous concrete including planed asphalt and recyclable and non-recyclable asphalt, materials resulting from road demolition, snow, ice and salt intended for road maintenance.

DIVISION II BROKERAGE PERMIT

§1. *Nature of the brokerage permit*

2. A brokerage permit authorizes its holder

(1) to represent his subscribers with those who require bulk trucking services and to accept on their behalf service requisitions where the destination of the transported product is located in the territory covered by the brokerage permit or, where the services are required for the carrying out of construction work, road repair work, excavation, levelling or demolition work, where it is carried out in the territory covered by the brokerage permit;

(2) to represent his subscribers with other brokerage permit holders for bulk trucking operations to be carried out outside the brokerage zone for which the permit was issued;

(3) to distribute among his subscribers the bulk trucking services he has accepted in his capacity as broker;

(4) when his own subscribers are unable to perform a bulk trucking service he has accepted in his capacity as broker, to call upon the services of other brokerage permit holders through any regional association recognized in accordance with Division V.I of the Transport Act (R.S.Q., c. T-12), so that the service be performed by their subscribers.

3. No brokerage permit is prescribed to be carry out the brokerage of snow and ice transport in the territory of Ville de Montréal.

§2. Conditions for the issue and renewal of a brokerage permit

4. In order to obtain a brokerage permit, a non-profit legal person or a cooperative shall demonstrate that it represents at least 35 % of the operators of heavy vehicles that are registered in the bulk trucking register under the Transport Act, that have their principal establishment in the zone for which the permit is applied for and that are interested in subscribing to a brokerage service.

For the purposes of the first paragraph, a broker represents an operator of heavy vehicles when they both have signed a contract of adhesion for brokerage services between 1 and 31 March of the year in which the permit is applied for. When the name of an operator of heavy vehicles appears on several subscribers lists, the Commission shall cause him to elect, in the presence of the brokers concerned, the brokerage service to which the operator will be subscribed. The interest of operators of heavy vehicles is established when they sign, between 1 and 31 March, a contract of adhesion for brokerage services with a broker applying for a brokerage permit or its renewal.

The name of a brokerage service subscriber of the James Bay brokerage zone may remain on the subscribers list of another zone.

If on 31 March no broker has enough subscribers to obtain the representativeness percentage required in a zone, the time for signing brokerage contracts referred to in the second paragraph is extended to 30 April.

5. In order to obtain a brokerage permit, a legal person that has demonstrated that it meets the representativeness requirement shall

(1) file with the Commission des transports du Québec its revenue and expenditure forecasts with an application for the fixing of its brokerage fees;

(2) submit to the Commission for approval the regulations referred to in section 8 of the Transport Act, particularly those respecting disciplinary provisions, arbitration procedures and a description of the brokerage director's duties;

(3) pay costs of \$300 to the Commission.

In the case of an application for renewal, the legal person shall also send the Commission its audited financial statements for the three preceding fiscal years ending on 31 December; those financial statements shall mention the auditing of the trust accounts and the compliance of the permit holder's books, registers and accounts with this Regulation.

6. In order to obtain more than one brokerage permit, a legal person that has demonstrated its representativeness in each zone for which it is applying for a brokerage permit shall also demonstrate, in addition to the requirements of section 5,

(1) that the organization of brokerage services by a single legal person in different brokerage zones represents an actual economic advantage for its members;

(2) that the regulations it submitted in accordance with paragraph 2 of section 5 are the same for all of its members;

(3) that it maintains common management for all its members;

(4) that it maintains, in each brokerage zone, a distinct priority call system;

(5) that it maintains a billing system for brokerage fees that is distinct from the one used to collect the annual contribution, where the brokerage fee fixed by the Commission provides for brokerage fees specific to each zone.

7. The conditions for obtaining a brokerage permit and compliance with the obligations prescribed by this Division are the conditions required to retain the permit.

8. A brokerage permit may be renewed in accordance with section 37.3 of the Transport Act on the same conditions as those applicable to issue of a permit.

Notwithstanding the foregoing, a brokerage permit may be renewed without publication upon submission of the subscribers list demonstrating the representativeness, in addition to the information and documents required by section 5.

§3. Term of brokerage permit and alterations to brokerage zones

9. A brokerage permit shall be issued for a term of three years, expiring on 31 March of the third year.

10. An alteration to brokerage zones may be requested to the Commission if it is supported by a majority vote of the subscribers concerned present at a general meeting held for that purpose.

§4. Conditions for the operation of a brokerage permit

11. A brokerage permit holder shall provide brokerage services to any operator of heavy vehicles that meets the conditions required by the Transport Act and this Regulation to subscribe for brokerage services.

12. A brokerage permit holder shall send its subscribers list updated to 31 March to the Commission no later than 15 April of each year.

13. When expelling a subscriber, a brokerage permit holder shall send the subscriber a notice of expulsion and, at the same time, a copy of that notice to the Commission.

**DIVISION III
BROKERAGE SERVICE SUBSCRIBERS**

§1. Conditions for subscribing and contract of adhesion

14. An operator may subscribe for brokerage services

(1) between 1 and 31 March of each year;

(2) between 1 and 30 April in a brokerage zone where no broker has gathered the number of subscribers required to obtain a brokerage permit;

(3) during the time where the application for the issue or renewal of a brokerage permit is heard;

(4) within 30 days of the transfer of the registration in the bulk trucking register.

An operator that subscribed to a broker whose application for the issue or renewal of a brokerage permit has been refused by the Commission may, within 30 days of the Commission's decision, subscribe to another broker holding a brokerage permit.

15. In order to subscribe for brokerage services, an operator of heavy vehicles shall complete and sign a form identical to the contract of adhesion form prescribed in Schedule 1.

16. Subject to the second paragraph, an operator shall subscribe for brokerage services in the brokerage zone where he has his principal establishment.

A natural person operating in Region 10 and not having his domicile in that region may subscribe for brokerage services in the zone of Region 10 closest to his domicile. An operator operating in Region 08 may subscribe for the brokerage services of the James Bay brokerage zone without having an establishment there.

17. For the purposes of this Regulation, an operator remains subscribed throughout the term of the brokerage permit unless he is removed by the permit holder as a disciplinary measure or unless he has transferred his registration and subscription to a third party.

§2. Operators having their principal establishments outside Québec

18. An operator of heavy vehicles having his principal establishment outside Québec may register in the bulk trucking register if he completes a registration form and pays annual duties of \$75 to the Commission.

19. An operator registered in the bulk trucking register under section 47.11 of the Transport Act shall subscribe for brokerage services in a brokerage zone described in Schedule 2.

§3. Conditions for remaining in the bulk trucking register

20. The annual duties payable to the Commission to remain registered in the bulk trucking register are \$75. They are payable at the same time as the fees exigible under the Act respecting owners and operators of heavy vehicles (1998, c. 40).

21. The following circumstances are remediable reasons for removal within the meaning of the third paragraph of section 47.13 of the Transport Act:

(1) the operator registered in the bulk trucking register deceases in the 60 days immediately preceding 31 March;

(2) the sole shareholder of the legal person registered in the bulk trucking register deceases in the 60 days immediately preceding 31 March;

(3) the operator registered in the bulk trucking register has been in hospital for an uninterrupted 15-day period immediately before 31 March;

(4) the sole shareholder of the legal person registered in the bulk trucking register has been in hospital for an uninterrupted 15-day period immediately before 31 March.

DIVISION IV CONTROL AND MANAGEMENT STANDARDS

22. The Government transfers to the Commission the power to approve any regulation respecting the brokerage services of brokerage permit holders and recognized regional associations.

§1. Management of brokerage services

23. Articles 1230, 1304 and 1339 to 1343 of the Civil Code of Québec apply to the investment of the basic assessment which must be used only to guarantee the broker's obligations.

24. A brokerage permit holder shall establish each year a budget of his estimated revenues and expenditures and send a copy thereof, before 30 November, to the Commission, his subscribers and, where applicable, the associate brokerage permit holders.

He shall not apply the budget before the 30th day following its sending to the Commission, unless the budget involves no change in the brokerage fee or unless the Commission decides on a new fee before that date.

25. A person may not sit on the board of directors of a brokerage permit holder unless he has subscribed for the brokerage services of that permit holder.

26. The contract for the hiring of the brokerage director shall provide that the latter may not, on pain of dismissal, have a direct or indirect interest in a enterprise likely to place him and the legal person in a situation of conflict of interest, nor may he carry on activities likely to place him in such a situation, except with the prior authorization of the Commission.

§2. Administration and management of money collected in the name of permit holders

27. A brokerage permit holder shall have a trust account in Québec in a chartered bank or another financial institution authorized to receive deposits and shall

deposit in it within two working days all money collected under section 42.1 of the Transport Act.

That account shall be distinct from the permit holder's other accounts, in particular from the account in which the subscribers' basic assessments are deposited.

28. Only the following may be deposited in the trust account:

(1) amounts collected under section 42.1 of the Transport Act;

(2) amounts necessary for the administration of the account.

A brokerage permit holder who deposits by mistake in the trust account an amount of money which is not authorized by this Regulation shall withdraw the amount. He shall also deposit in the trust account any amount withdrawn in contravention of this Regulation.

29. A brokerage permit holder may withdraw from the trust account only the following amounts:

(1) an amount belonging to a subscriber that the permit holder collected for him;

(2) any amount required to reimburse administrative expenses required by the financial institution for the management of the account.

(3) the interest paid into the account by the financial institution, less any administrative expenses.

30. A brokerage permit holder may withdraw money from the trust account by cheque only.

31. Amounts owing to a subscriber shall be paid to him within ten days of their collection.

32. A brokerage permit holder shall keep his books, registers and accounts up-to-date by entering therein the following information:

(1) any sum of money received under section 42.1 of the Transport Act;

(2) any disbursement paid out of his trust account.

33. A brokerage permit holder shall keep up-to-date

(1) a permanent accounting register stating all revenues and disbursements and making a distinction between those credited or debited to the trust account and those credited or debited to the legal person's other accounts;

(2) a permanent accounting register stating separately, for each subscriber for whom an amount has been collected under section 42.1 of the Transport Act, any received and disbursed amount and any outstanding balance;

(3) the bank statements or books, cashed cheques and copies of detailed deposit slips respecting the trust accounts;

(4) a permanent register book which makes it possible to compare each month the total of the trust account's balances and the total of all amounts not paid to subscribers, as they appear in the permit holder's books and registers, as well as a justification for any difference between both totals;

(5) a permanent register book stating specifically any amount held in trust for subscribers.

DIVISION V FINAL

34. In addition to the subscription periods provided for in section 14, subscription for brokerage services may take place from 1 January 2000 to 29 February 2000.

35. Brokerage permits issued under the Regulation respecting bulk trucking (R.R.Q., 1981, c. T-12, r. 3) shall remain in force until 31 March 2000.

36. In the year 2000, a brokerage permit shall be issued or renewed for a 1-year period ending on 31 March 2001, on the following conditions:

(1) in zones where no application for a new brokerage permit has been made to the Commission before 1 March 2000, brokerage permits shall be renewed *de facto*;

(2) in the other zones, brokerage permits shall be issued or renewed in accordance with the other provisions of this Regulation.

37. Where an application for an alteration to the brokerage zones is filed with the Commission before 15 January 2000 under section 10, the Commission shall establish no later than 18 February 2000 new brokerage zones for which brokerage associations may obtain brokerage permits after 31 March 2000.

In brokerage zones referred to in the first paragraph, brokerage permits expiring on 31 March 2000 shall remain in force until the date new brokerage permits are issued by the Commission.

38. This Regulation replaces the Regulation respecting bulk trucking (R.R.Q., 1981, c. T-12, r. 3).

39. The Regulation respecting foreign carriers (R.R.Q., 1981, c. T-12, r. 24) is revoked.

40. The Rules of practice and rules for the internal management of the Commission des transports du Québec, made by Order in Council 147-82 dated 20 January 1982, are amended by deleting sections 45.2 and 45.2.1 and by deleting section 2.1 of Schedule 1.

41. The Regulation respecting tariffs, rates and costs, made by Order in Council 148-82 dated 20 January 1982, is amended by deleting paragraph *e* of section 1 and paragraph *b* of section 4.

42. This Regulation comes into force on 1 January 2000.

SCHEDULE 1

CONTRACT OF ADHESION FOR BROKERAGE SERVICES

1. SUBSCRIPTION

Broker's identity: _____

Identity of bulk trucking enterprise:

(hereinafter called "the Operator")

(1) I, the undersigned _____, declare the following:

(a) I am the Operator: YES _____ NO _____
or I see to the Operator's subscription in my capacity as _____;

(b) the Operator has its principal establishment at _____;

(c) the Operator is registered in the bulk trucking register of the Commission des transports du Québec under registration number _____;

(d) the Operator is related within the meaning of the Taxation Act (R.S.Q., c. I-3) to the following corporations that operate a bulk trucking enterprise or a contractor's licence issued by the Régie du bâtiment;

the transfer. The terms and conditions applicable to the transferor's subscription are the same at the time of the transfer as those provided for in this contract of adhesion. The transfer cancels the transferor's subscription to the brokerage body.

The transferee declares the following: I will register within 30 days of the transfer in the bulk trucking register of the Commission des transports du Québec. I will subscribe to the brokerage body _____. I own ___ vehicles of the same type as those that I may register with the brokerage body. I accept to be substituted for the transferor in the brokerage body at the same rank as the transferor had at the time of the transfer and I understand that the working time accumulated by the transferor at the time of the transfer will be assigned to him as soon as he is entered on the distribution list.

The transfer takes effect on the date of the transfer, on the condition that the transferee registers with the Commission des transports du Québec in the bulk trucking register and subscribes for the brokerage body _____.

Transferor	Transferee
_____	_____
Date: _____	Date: _____

A copy of this document shall be provided to the Commission des transports du Québec upon applying for the transfer of registration and upon subscribing to the brokerage body. Another copy shall be filed in the transferor's record which must be kept throughout the term of the brokerage permit.

SCHEDULE 2

BROKERAGE ZONES ACCESSIBLE TO OPERATORS OF HEAVY VEHICLES HAVING THEIR PRINCIPAL ESTABLISHMENT OUTSIDE QUÉBEC

Operators of heavy vehicles having their principal establishment outside Québec may subscribe for brokerage services in one of the following zones:

1. Those whose principal establishment is located to the west of the Québec-Ontario border may subscribe in one of the following brokerage zones:

Chateauguay-Huntingdon (190617)
 Beauharnois-Salaberry (190618)
 Vaudreuil-Soulanges (190606)
 Deux-Montagnes (190602)
 Argenteuil (160616)
 Laurentides (190609)

Papineau (190704)
 Outaouais (190703)
 Haute-Gatineau (190701)
 Pontiac (190702)

Témiscamingue (190805)
 Rouyn-Noranda (190807)
 Abitibi-Ouest (190802)
 Amos (190806)
 Abitibi-Est (190804)

Montréal-Laval (191001)

2. Those whose principal establishment is located to the east of the Québec-New-Brunswick border may subscribe in one of the following brokerage zones:

Rimouski (190105)
 Vallée-de-la-Matapédia (190102)
 Bonaventure (190103)

Témiscouata (190312)
 Rivière-du-Loup (190308)

3. Those whose principal establishment is located in the Newfoundland part of Labrador or on the Newfoundland Island may subscribe in one of the following brokerage zones:

Baie-Comeau (190905)
 Duplessis, Port-Cartier (190907)
 Duplessis, Sept-Îles (190908)
 Duplessis, Havre-Saint-Pierre (190909)
 Duplessis, Natashquan (190910)

SCHEDULE 3

REGIONS

In this Schedule, the regional county municipalities covered are those established under the Act respecting land use planning and development (R.S.Q., c. A-19.1).

Region 1: This region comprises the territory:

of the Municipalité régionale de comté des Îles-de-la-Madeleine (01)

of the Municipalité régionale de comté de La Côte-de-Gaspé (03)

of the Municipalité régionale de comté de Pabok (02)

of the Municipalité régionale de comté de Denis-Riverin (04)

of the Municipalité régionale de comté de Bonaventure (05)

of the Municipalité régionale de comté d'Avignon (06)

of the Municipalité régionale de comté de Matane (08)

of the Municipalité régionale de comté de La Matapédia (07)

of the Municipalité régionale de comté de La Mitis (09)

of the Municipalité régionale de comté de Rimouski-Neigette (10)

of the Municipalité régionale de comté des Basques part (11), including the municipalities of:

Saint-Guy, SD
 Saint-Mathieu-de-Rioux, P
 Saint-Médard, SD
 Saint-Simon, P
 TNO Lac-Boisbouscache (11902)

of the Municipalité régionale de comté de Témiscouata part (13), including the municipalities or parts of municipality of:

Biencourt, SD
 Dégelis, V, the part described in Schedule XVI
 Lac-des-Aigles, SD
 Saint-Godard-de-Lejeune, SD, the part described in Schedule XVI
 Saint-Michel-du-Squatec, P, the part described in Schedule XVI

Region 2: This region comprises the territory:

of the Municipalité régionale de comté du Fjord-du-Saguenay (94)

of the Municipalité régionale de comté de Lac-Saint-Jean-Est part (93), excluding the territories described in Schedule I and in Schedule II, namely the unorganized territory Lac-Moncouche parts (93904) and Mont-Apica (93902)

of the Municipalité régionale de comté du Domaine-du-Roy (91)

of the Municipalité régionale de comté de Maria-Chapdelaine (92)

of the Municipalité régionale de comté du Haut-Saint-Maurice (90), including the unorganized territory of Lac-Berlinguet (90910) described in Schedule III

Region 3: This region comprises the territory:

of the Municipalité régionale de comté des Basques part (11), excluding the municipalities included in Region 1

of the Municipalité régionale de comté de Témiscouata part (13), excluding the municipalities or parts of municipality included in Region 1

of the Municipalité régionale de comté de Rivière-du-Loup (12)

of the Municipalité régionale de comté de Kamouraska (14)

of the Municipalité régionale de comté de L'Islet (17)

of the Municipalité régionale de comté de Montmagny (18)

of the Municipalité régionale de comté des Etchemins (28)

of the Municipalité régionale de comté de Bellechasse (19)

of the Municipalité régionale de comté de Desjardins (24)

of the Municipalité régionale de comté des Chutes-de-la-Chaudière (25)

of the Municipalité régionale de comté de La Nouvelle-Beauce (26)

of the Municipalité régionale de comté de Lotbinière (33)

of the Municipalité régionale de comté de Beauce-Sargigan part (29), excluding the municipalities or parts of municipality included in Region 5

of the Municipalité régionale de comté de Robert-Cliche (27)

of the Municipalité régionale de comté de L'Amiante part (31), including the municipalities or parts of municipality of:

East Broughton, SD
 East Broughton Station, VL
 Sacré-Cœur-de-Jésus, P
 Sainte-Clotilde-de-Beauce, P
 Saint-Pierre-de-Broughton, SD, the part described in Schedule XVI

of the Municipalité régionale de comté de Bécancour part (38), including the municipalities of:

Deschaillons, VL
Deschaillons-sur-Saint-Laurent, V
Fortierville, VL
Parisville, P
Sainte-Françoise, SD
Sainte-Philomène-de-Fortierville, P

of the Municipalité régionale de comté de L'Érable part (32), including the municipality of:

Villeroy, SD

of the Municipalité régionale de comté de Charlevoix-Est (15)

of the Municipalité régionale de comté de Charlevoix (16)

of the Municipalité régionale de comté de Lac-Saint-Jean-Est part (93), including the unorganized territories of Lac-Moncouche part (93904), and Mont-Apica (93902), described in Schedule I

of the Municipalité régionale de comté de L'Île-d'Orléans (20)

of the Municipalité régionale de comté de La Côte-de-Beaupré part (21), excluding the unorganized territory of Lac-Jacques-Cartier part (21904), described in Schedule IV

of the Municipalité régionale de comté de La Jacques-Cartier part (22), excluding the unorganized territory of Lac Croche part (22902), described in Schedule V

of the Municipalité régionale de comté de Portneuf part (34), excluding the unorganized territory of Lac-Lapeyrère (34906), described in Schedule VIII

of the Municipalité régionale de comté de Mékinac part (35), including the municipalities of:

Lac-aux-Sables, P
Notre-Dame-de-Montauban, SD
Communauté urbaine de Québec (23)

Region 4: This region comprises the territory:

of the Municipalité régionale de comté du Haut-Saint-Maurice part (90), excluding the unorganized territories of Lac-Berlinguet (90910) and Obedjiwan (90916), described respectively in Schedules III and IX

of the Municipalité régionale de comté de Mékinac part (35), excluding the municipalities included in Region 3

of the Municipalité régionale de comté de L'Érable part (32), including the municipalities of:

Princeville, V
Princeville, P

of the Municipalité régionale de comté de Matawinie part (62), including the municipalities or parts of municipality of:

Manouane, RI
Saint-Michel-des-Saints, SD, the part described in Schedule XVI and the territory described in Schedule X, including the unorganized territory Baie-Atibenne (62920), Baie-de-la-Bouteille (62906), Baie-Obaoca (62918), Lac-Devenyns (62904), Lac-du-Taureau (62922) and Lac-Minaki (62902)

of the Municipalité régionale de comté de Centre-de-la-Mauricie (36)

of the Municipalité régionale de comté de Francheville (37)

of the Municipalité régionale de comté de Maskinongé (51)

of the Municipalité régionale de comté de Bécancour part (38), excluding the municipalities included in Region 3

of the Municipalité régionale de comté d'Arthabaska part (39), excluding the municipalities or parts of municipality included in Region 5

of the Municipalité régionale de comté de Drummond part (49), excluding the municipalities or parts of municipality included in Region 5

of the Municipalité régionale de comté D'Autray part (52), including the municipality of:

Saint-Didace, P

of the Municipalité régionale de comté de La Jacques-Cartier part (22), including the unorganized territory of Lac-Croche part (22902), described in Schedules V and VII

of the Municipalité régionale de comté de La Côte-de-Beaupré part (21), including the unorganized territory of Lac-Jacques-Cartier, described in Schedule IV

of the Municipalité régionale de comté de Lac-Saint-Jean-Est part (93), including the unorganized territory of Lac-Moncouche part (93904), described in Schedule II

of the Municipalité régionale de comté d'Antoine-Labelle part (79), including the unorganized territories described in Schedules XI and XII, namely the unorganized territory Lac-Akonapwehikan (79904), Lac-Bazinet (79910), and Lac-Wagwabika (79906); Lac-de-la-Pomme (79902)

Region 5: This region comprises the territory:

of the Municipalité régionale de comté du Granit (30)

of the Municipalité régionale de comté du Haut-Saint-François (41)

of the Municipalité régionale de comté de Coaticook (44)

of the Municipalité régionale de comté de Memphrémagog (45)

of the Municipalité régionale de comté de Sherbrooke (43)

of the Municipalité régionale de comté du Val-Saint-François (42)

of the Municipalité régionale de comté d'Asbestos (40)

of the Municipalité régionale de comté de Brome-Missisquoi part (46), excluding:

Farnham, V, the part described in Schedule XVI

of the Municipalité régionale de comté du Haut-Richelieu part (56), including the municipalities of:

Noyan, SD
Saint-Georges-de-Clarenceville, SD
Venise-en-Québec, SD

of the Municipalité régionale de comté de la Haute-Yamaska (47)

of the Municipalité régionale de comté d'Acton part (48), including the municipalities or parts of municipality of:

Béthanie, SD
Roxton, CT
Roxton Falls, VL
Sainte-Christine, P, the part described in Schedule XVI

of the Municipalité régionale de comté de Beauce-Sartigan part (29), including the municipalities of:

La Guadeloupe, VL
Saint-Évariste-de-Forsyth, SD
Saint-Gédéon, VL
Saint-Gédéon, P
Saint-Hilaire-de-Dorset, P

of the Municipalité régionale de comté de L'Amiante part (31), excluding the municipalities or parts of municipality included in Region 3

of the Municipalité régionale de comté de L'Érable part (32), excluding the municipalities included in regions 3 and 4

of the Municipalité régionale de comté d'Arthabaska part (39), including the municipalities of:

Ham-Nord, CT
Notre-Dame-de-Lourdes-de-Ham, SD
Saints-Martyrs-Canadiens, P

of the Municipalité régionale de comté de Drummond part (49), including the municipality of:

Ulverton, SD

of the Municipalité régionale de comté des Maskoutains part (54), including the territory of:

Saint-Valérien-de-Milton, CT

Region 6: This region comprises the territory:

of the Municipalité régionale de comté du Haut-Richelieu part (56), excluding the municipalities or parts of municipality included in Region 5

of the Municipalité régionale de comté des Jardins-de-Napierville (68)

of the Municipalité régionale de comté du Haut-Saint-Laurent (69)

of the Municipalité régionale de comté de Beauharnois-Salaberry (70)

of the Municipalité régionale de comté de Vaudreuil-Soulanges (71)

of the Municipalité régionale de comté de Roussillon (77)

of the Municipalité régionale de comté de Champlain (58)

of the Municipalité régionale de comté de La Vallée-du-Richelieu (57)

of the Municipalité régionale de comté de Rouville (55)

of the Municipalité régionale de comté d'Acton part (48), excluding the municipalities or parts of municipality included in Region 5

of the Municipalité régionale de comté des Maskoutains part (54), excluding the municipality of:

Saint-Valérien-de-Milton, CT

of the Municipalité régionale de comté du Bas-Richelieu (53)

of the Municipalité régionale de comté de Lajemmerais (59)

of the Municipalité régionale de comté de Deux-Montagnes (72)

of the Municipalité régionale de comté de Mirabel (74)

of the Municipalité régionale de comté de Thérèse-De-Blainville (73)

of the Municipalité régionale de comté des Moulins (64)

of the Municipalité régionale de comté de L'Assomption (60)

of the Municipalité régionale de comté de D'Autray part (52), excluding the municipalities or parts of municipality included in Region 4

of the Municipalité régionale de comté de Joliette (61)

of the Municipalité régionale de comté de Montcalm (63)

of the Municipalité régionale de comté de La Rivière-du-Nord (75)

of the Municipalité régionale de comté d'Argenteuil (76)

of the Municipalité régionale de comté des Pays-d'en-Haut (77)

of the Municipalité régionale de comté de Brome-Missisquoi part (46), including the municipality of:

Farnham, V, the part described in Schedule XVI

of the Municipalité régionale de comté des Laurentides part (78), including the municipalities of:

Arundel, CT
Barkmere, V
Brébeuf, P
Huberdeau, SD
Ivry-sur-le-Lac, SD
Lac-Carré, VL
Lac-Supérieur, SC
Lantier, SD
Montcalm, CT
Mont-Tremblant, SD
Sainte-Agathe, P
Sainte-Agathe-des-Monts, V
Sainte-Agathe-Sud, VL
Saint-Faustin, SD
Saint-Jovite, VL
Saint-Jovite, P
Sainte-Lucie-des-Laurentides, SD
Val-David, VL
Val-des-Lacs, SD
Val-Morin, SD

of the Municipalité régionale de comté d'Antoine-Labelle part (79), including the territory described in Schedule XIII, namely the unorganized territory Baie-des-Chaloupes (79920) and Lac-de-la-Maison-de-Pierre (79916)

of the Municipalité régionale de comté de Matawinie part (62), excluding the municipalities or parts of municipality and the territory included in Region 4

Kahnawake Reserve, RI

Region 7: This region comprises the territory:

of the Municipalité régionale de comté d'Antoine-Labelle part (79), excluding the territories described in Schedules XI, XII and XIII, namely the unorganized territory Lac-Akonapwehikan (79904), Lac-Bazinet (79910), Lac-Wagwabika (79906); Lac-de-la-Pomme (79902); Baie-des-Chaloupes (79920) and Lac-de-la-Maison-de-Pierre (79916)

of the Municipalité régionale de comté de La Vallée-de-la-Gatineau (83)

of the Municipalité régionale de comté de Papineau (80)

of the Municipalité régionale de comté de Pontiac (84)

of the Municipalité régionale de comté des Laurentides part (78), excluding the municipalities included in Region 6

of the Communauté urbaine de l'Outaouais (81)

of the Municipalité régionale de comté des Collines-de-l'Outaouais (82)

of the Municipalité régionale de comté de Vallée-de-l'Or part (89), including the territories described in Schedules XIV and XV, namely the unorganized territory Réservoir-Dozois part (89910); Lac-Bricault (89908), Lac-Mingo (89904) and Lac-Quentin (89906)

Region 8: This region comprises the territory:

of the Municipalité régionale de comté de Témiscamingue (85)

of the Municipalité régionale de comté de Rouyn-Noranda (86)

of the Municipalité régionale de comté de Vallée-de-l'Or part (89), excluding the territories included in Region 7

of the Municipalité régionale de comté d'Abitibi (88)

of the Municipalité régionale de comté d'Abitibi-Ouest (87)

of the Municipalité régionale de comté du Haut-Saint-Maurice part (90), including the unorganized territory of Obedjiwan (90916) described in Schedule IX

The following municipalities not included in a regional county municipality:

Baie-James, SD
 Chapais, V
 Chibougamau, V
 Chisasibi, VC
 Eastmain, VC
 Fort-Rupert, VC
 Lebel-sur-Quévillon, V
 Matagami, V
 Mistassini, VC
 Nemiscau, VC
 Waswanipi, VC
 Wemindji, VC

Region 9: This region comprises the territory:

of the Municipalité régionale de comté de Minganie (98)

of the Municipalité régionale de comté de Sept-Rivières (97)

of the Municipalité régionale de comté de Manicouagan (96)

of the Municipalité régionale de comté de La Haute-Côte-Nord (95)

of the Municipalité régionale de comté de Caniapiscau part (972), excluding the territory north of the 53rd degree of latitude North

of the Municipalité régionale de comté de Côte-Nord-du-Golfe-Saint-Laurent, SD

of the Municipalité de Blanc-Sablon, SD

of the Municipalité de Bonne-Espérance, SD

Region 10: This region comprises the territory:

of the Communauté urbaine de Montréal (66)

of the Municipalité régionale de comté de Laval (65)

Region 11: This region comprises the territory not included in regions 1 to 10.

SCHEDULE I
 TERRITORY INCLUDING THE UNORGANIZED
 TERRITORY LAC-MONCOUCHE PART (93904)
 AND MONT-APICA (93902) IN THE
 MUNICIPALITÉ RÉGIONALE DE COMTÉ DE
 LAC-SAINT-JEAN-EST

Aj D.563-90, a.7
 Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on a survey line established on the land and referred to as "Exploration 82" and the centre line of Rivière Chicoutimi, thence successively the following lines and demarcations: southerly, the centre line of Rivière Chicoutimi upstream to parallel 47°57' of North latitude; that parallel westerly to its intersection with the western right-of-way of Chemin de la Rivière-aux-Écorces; northerly, the said right-of-way to parallel 48°00' North latitude; the said parallel easterly to the starting point.

SCHEDULE II**UNORGANIZED TERRITORY LAC-MONCOUCHE
PART (93904) IN THE MUNICIPALITÉ
RÉGIONALE DE COMTÉ DE
LAC-SAINT-JEAN-EST**

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on parallel 48°00' North latitude and the western right-of-way of Chemin de la Rivière-aux-Écorces, thence successively the following lines and demarcations; southerly, the western right-of-way of Chemin de la Rivière-aux-Écorces to parallel 47°57' North latitude; that parallel westerly to its intersection with another survey line established on the land referred to as "Exploration 98a"; that line northwesterly to parallel 48°00' North latitude; the said parallel easterly to the starting point.

SCHEDULE III**UNORGANIZED TERRITORY OF
LAC-BERLINGUET (90910) IN THE
MUNICIPALITÉ RÉGIONALE DE COMTÉ DE
HAUT-SAINT-AURICE**

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from the point of intersection of the survey line established on the land referred to as "Exploration 98a" and of a line parallel to the northeastern line of Canton d'Ingall and situated at a distance of six and five-tenths kilometres (6.5 km) northeast of the latter, thence successively the following lines and demarcations: northwesterly, the said parallel line crossing the undivided lands and the townships of Laflamme, La Bruère, Lafitau, Baillargé, Berlinguet, Huard, Dubois and Ventadour to the watershed dividing the basin of the St. Lawrence River from that of Hudson's Bay; the said watershed in a general westerly direction to the extension of the northeastern line of Canton d'Ingall; the said extension southeasterly to its intersection with the survey line referred to as "Exploration 98a"; part of the said survey line to the starting point.

SCHEDULE IV**UNORGANIZED TERRITORY OF
LAC-JACQUES-CARTIER PART (21904) IN THE
MUNICIPALITÉ RÉGIONALE DE COMTÉ DE LA
CÔTE-DE-BEAUPRÉ**

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on parallel 47°57' North latitude and on

the western right-of-way of Chemin de la Rivière-aux-Écorces, thence successively the following lines and demarcations: southerly, the western right-of-way of Chemin de la Rivière-aux-Écorces, the west shore of Lac aux Écorces, the west bank of Rivière-aux-Écorces to its intersection with the west bank of Ruisseau Eugène, the west bank of Ruisseau Eugène, the west shore of Lac Eugène, a straight line to the north bank of Rivière Métabetchouane Est, the north bank of Rivière Métabetchouane Est to its intersection with the line dividing the regional county municipalities of La Côte-de-Beaupré and La Jacques-Cartier; thence, northwesterly, the said dividing line to parallel 47°57' North latitude; that parallel westerly to the starting point.

SCHEDULE V**UNORGANIZED TERRITORY OF LAC-CROCHE
PART (22902) IN THE MUNICIPALITÉ
RÉGIONALE DE COMTÉ DE LA
JACQUES-CARTIER**

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on a survey line established on the land and referred to as "Exploration 98a" and the north bank of Rivière Métabetchouane Est, thence successively the following lines and demarcations: in a general westerly direction, the north bank of Rivière Métabetchouane Est, the east bank of Rivière Métabetchouane, the west shore of Lac de la Place and Lac Pagé, the west bank of the effluent of Lac Pagé, the west shore of Lac Morissette, the east bank of the effluent of Lac Morissette; in a general northwesterly direction, the east shore of Lac Brûlé, a straight line to its intersection with the extension of the southeastern line of Canton de Laure; the said extension across the undivided lands to its intersection with a survey line established on the land and referred to as "Exploration 98a"; that line southeasterly to the starting point.

SCHEDULE VI**UNORGANIZED TERRITORY OF
LAC-DES-MOIRES PART (90904) IN THE
MUNICIPALITÉ RÉGIONALE DE COMTÉ DE
HAUT-SAINT-AURICE**

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from the point of intersection of the northeastern boundary of Municipalité de Lac-Édouard and of the west bank of Rivière aux Castors Noirs, thence successively the following lines and demarcations: the west bank of Rivière aux Castors Noirs going upstream, the southeastern boundary of Canton de l'Escarbot to the west shore of

Lac Ventadour; southerly, part of the west shore of Lac Ventadour, the west bank of the effluent of Lac Skiff, the west shore of Lac Skiff, the west bank of the effluent of Lac du Chalet, the west shore of Lac du Chalet, the west bank of the effluent of lac des Copains to the line dividing the regional county municipalities of Haut-Saint-Maurice and La Jacques-Cartier; southwesterly, part of the said dividing line to its intersection with the northeastern boundary of Municipalité de Lac-Édouard; northwesterly, part of the said boundary to the starting point.

SCHEDULE VII

UNORGANIZED TERRITORY OF LAC-CROCHE PART (22902) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE LA JACQUES-CARTIER

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from the point of intersection of the southeastern boundary of the Municipalité de Lac-Édouard and of the west shore of Lac des Trois Caribous, thence successively the following lines and demarcations: in a general southerly direction, part of the west shore of Lac des Trois Caribous, the west bank of the effluent of Lac des Trois Caribous, the west shore of Lac Germer, the west bank of the effluent of Lac Germer, the west shore of Lac Metcalf, the west bank of the effluent of Lac Metcalf, the west shore of Lac McCarthy, the west bank of the effluent of Lac McCarthy, the west shore of Lac Toussaint, the west bank of the effluent of Lac Toussaint, the west shore of lac Mackey-Smith, the west bank of the effluent of Lac Mackey-Smith to its intersection with the west bank of Rivière Batiscan; the said river going upstream to its intersection with the southeastern boundary of Municipalité de Lac-Édouard; in a northeasterly direction, part of the said boundary to the starting point.

SCHEDULE VIII

UNORGANIZED TERRITORY OF LAC-LAPEYRÈRE (34906) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE PORTNEUF

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from the northwest corner of seigneurie de Perthuis, thence successively the following lines and demarcations: part of the northern line of Seigneurie de Perthuis to a point situated nine hundred and ninety-seven and seventy-nine hundredths metres (997.79 m) from the line dividing the said Seigneurie and Canton de Bois, that point being situated on one of the present boundaries of the Portneuf Wildlife Reserve; then following the present

boundary of the said Reserve, azimuth 332°50', two and six hundred and twenty-two thousandths kilometres (2.622 km) to the southern boundary of the right-of-way of Route de la Rivière-du-Milieu; thence, in a southwesterly direction, the said right-of-way to the intersection with the eastern boundary of the right-of-way of Route du Lac-Jumeau, at a distance of approximately two and nineteen hundredths kilometres (2.19 km); thence, azimuth 315°00', four and two hundred and sixty-four thousandths kilometres (4.264 km); thence, azimuth 271°30', to the dividing line between the townships of Hackett and Lapeyrère; thence, azimuth 339°15', five and five hundred and fifty-one thousandths kilometres (5.551 km); thence, azimuth 3°10', three and one hundred and thirty-eight thousandths kilometres (3.138 km); thence, azimuth 21°25', five and eight hundred and seventy-three thousandths kilometres (5.873 km); thence, azimuth 6°15', four and nine hundred and seven thousandths kilometres (4.907 km); thence, azimuth 48°35', three and two hundred and ninety-eight thousandths kilometres (3.298 km); thence, azimuth 344°35', four and one hundred and eighty-four thousandths kilometres (4.184 km); thence, azimuth 45°00', two and eight hundred and sixteen thousandths kilometres (2.816 km); thence, azimuth 180°40', one and seven hundred and seventy thousandths kilometres (1.770 km); thence, azimuth 127°15', four and five hundred and seven thousandths kilometres (4.507 km); thence, azimuth 179°00', six and thirty-five thousandths kilometres (6.035 km); thence, azimuth 92°00', four and one hundred and eighty-four thousandths kilometres (4.184 km); thence, azimuth 139°50', one and six hundred and ninety thousandths kilometres (1.690 km); thence, azimuth 34°15', three and one hundred and thirty-eight thousandths kilometres (3.138 km); thence, azimuth 116°20', two and eight hundred and sixteen thousandths kilometres (2.816 km); thence, azimuth 91°20' to the centre line of Rivière Batiscan; then leaving the present boundaries of the Portneuf Wildlife Sanctuary, the centre line of the said river going downstream; part of the northern line of Canton de Bois; part of the northern line of Seigneurie de Perthuis to the starting point.

SCHEDULE IX

UNORGANIZED TERRITORY OF OBEDIJWAN (90916) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE HAUT-SAINT-AURICE

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from the point of intersection of the eastern line of Canton de Balète and of parallel 49°00' North latitude; thence, successively the following lines and demarcations: that parallel westerly to the western line of Canton de Lacroix; part of the western line of Canton de Lacroix and the

western line of the townships of Coursol, Juneau, Hanotaux, Poisson, Provancher, Buies, Douville and Gosselin; the southern line of the townships of Gosselin, Choquette, David and Landry; the eastern line of the townships of Landry, Bazin, Tassé, Huguenin, Chapman, Marmette, McSweeney, Mathieu and part of Balète to the starting point.

SCHEDULE X

TERRITORY INCLUDING THE UNORGANIZED TERRITORY BAIE-ATIBENNE (62920), BAIE-DE-LA-BOUEILLE (62906), BAIE-OBAOCA (62918), LAC-DEVENYNS (62904), LAC-DU-TAUREAU (62922) AND LAC-MINAKI (62902) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE MATAWINIE

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on the southwest corner of Canton d'Angoulême, thence successively the following lines and demarcations: the southeastern line of Canton d'Angoulême; part of the southeastern line of Canton de Chapleau to a point whose coordinates are 5154500 m N and 631650 m E; in the Mastigouche Wildlife Sanctuary, a broken line whose apex coordinates are 5155750 m N and 630450 m E, 5156900 m N and 629750 m E, 5158950 m N and 629300 m E, 5161975 m N and 627375 m E, 5163600 m N and 625400 m E, 5161600 m N and 622350 m E, 5161250 m N and 619000 m E, 5163025 m N and 618900 m E, 5165750 m N and 618975 m E, 5167350 m N and 619000 m E, 5169300 m N and 619150 m E, 5173800 m N and 617150 m E, 5177675 m N and 617950 m E, 5178450 m N and 618350 m E, 5180150 m N and 618500 m E, 5182350 m N and 617750 m E, 5187150 m N and 619225 m E, 5188750 m N and 618800 m E, 5192025 m N and 619800 m E and 5193500 m N and 620400 m E, that is to the left bank of Rivière Matawin; following the boundaries of the Chapeau-de-Paille Z.E.C., the left bank of the said river in a general westerly direction to the northeast bank of Réservoir Taureau; the northeast bank of Réservoir Taureau, the east bank of the effluent of lac aux Cenelles, the west shore of Lac aux Cenelles and the east bank of Rivière aux Cenelles to the south shore of Lac Gayot; northerly a straight line to the southwest end of the dividing line between the townships of Badeaux and Bréhault; part of the said line dividing the townships and the shore of Lac Maurice in southeasterly, northeasterly and northwesterly directions to the said dividing line between townships; northwesterly along a straight line to the intersection of the southwest shore of Lac Rocheux and the dividing line between the townships of Potherie and Bréhault; southeasterly and northerly the shore of the said lake to the east end of that lake;

northwesterly a straight line to a point whose coordinates are 5217950 m N and 590450 m E; then leaving the boundaries of the Chapeau-de-Paille Z.E.C. and following the boundaries of the Gros-Brochet Z.E.C., northwesterly a straight line to a point whose coordinates are 5222350 m N and 586900 m E; southwesterly a straight line skirting Lac Travers to the south to a point whose coordinates are 5216500 m N and 582600 m E, that point being situated on the north shore of Lac de la Ligne; the north shore of the said lake to the dividing line between the townships of Potherie and Villiers; the said dividing line between the townships and the dividing line between the townships of Galifet and Troyes to a point whose coordinates are 5225150 m N and 573550 m E; northeasterly a straight line to a point whose coordinates are 5240550 m N and 575250 m E, that point being situated on the east shore of Lac Mondonac; northerly the east shore of the said lake to the southwestern line of Canton de Sincennes; then leaving the boundaries of Gros-Brochet Z.E.C., the extension across Lac Mondonac and part of the southwestern line of the said township; the southwestern line of the townships of Laliberté, Lortie and Drouin, part of the southern line of Canton de Dandurand and the southern line of Canton de Landry; part of the southern line of Canton de David to the extension of the southwestern line of Canton de Galifet; part of the said extension southeasterly to the northern boundary of the right-of-way of the road connecting Rivière Mitchinaméus and Lac Wagwabika; following the boundaries of the Normandie Z.E.C., easterly the northern boundary of the said road and the northeastern boundary of the right-of-way of the road along Lac Wagwabika; southeasterly the southwest shore of Lac Kawaskisigat and Rivière Cabasta; northerly the east bank of the effluent of a lake and the east shore of the said lake to a point on the said shore whose coordinates are latitude 47°30.6' and longitude 74°30.6'; a portage to a point on the shore of a lake and whose coordinates are latitude 47°30.7' and longitude 74°29.5'; southeasterly along the north shore of the lake to a point whose coordinates are latitude 47°30.5' and longitude 74°28.3'; southeasterly a straight line to a point whose coordinates are latitude 47°30.3' and longitude 74°27.8'; easterly and southwesterly the north and southeast shores of Lac Némiscachingue to a point whose coordinates are latitude 47°19.4' and longitude 74°34.1'; a straight line to a point situated on the west shore of a small lake situate between Lac Némiscachingue and Lac Badajoz and whose coordinates are latitude 47°19.1' and longitude 74°34.5'; southwesterly, the west shore of the small lake and its effluent, the east shore of Lac Badajoz, the east bank of the stream connecting Lac Badajoz to Lac Gooseneck and the south shore of Lac Gooseneck; southerly the west bank of ruisseau Line to the bridge of Chemin du Lac-Burnt whose coordinates are 5231000 m N and 526080 m E; then leaving the

boundaries of the Normandie Z.E.C. and following the boundaries of the Mazana Z.E.C.; easterly a distance of twelve and fifty-six hundredths kilometres (12.56 km) to a point whose coordinates are 5230020 m N and 538600 m E, southwesterly a distance of eight and fifty-four hundredths kilometres (8.54 km) to a point whose coordinates are 5222600 m N and 542835 m E; southwesterly a distance of three and three hundredths kilometres (3.03 km) to a point whose coordinates are 5220425 m N and 540725 m E, that point situated on the extension of the northeastern line of Canton de Dupont; the said extension and the northeastern line of the townships of Dupont, Charland, De Maisonneuve and its extension across Municipalité de Saint-Michel-des-Saints; the southwestern line of the townships of Houde and Angoulême to the starting point.

SCHEDULE XI

TERRITORY INCLUDING THE UNORGANIZED TERRITORY LAC-AKONAPWEHIKAN (79904), LAC-BAZINET (79910) AND LAC-WAGWABIKA (79906) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE ANTOINE-LABELLE

Aj D.563-90, a. 7

Remp D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on the dividing line between the townships of Gosselin and Choquette, thence successively the following lines and demarcations: the southern line of Canton de Choquette, part of the southern line of Canton de David to the intersection of the extension of the southwestern line of Canton de Galifet; part of the said extension southeasterly to the northern boundary of the right-of-way of the road connecting rivière Mitchinamécus and Lac Wagwabika; following the boundaries of the Normandie Z.E.C., easterly along the northern boundary of the said road and the northeastern boundary of the right-of-way of the road along Lac Wagwabika; southeasterly the southwest shore of Lac Kawaskisigat and Rivière Cabasta; northerly the east bank of the effluent of a lake and the east shore of the said lake to a point on the said shore whose coordinates are latitude 47°30.6' and longitude 74°30.6'; a portage to a point on the shore of a lake whose coordinates are latitude 47°30.7' and longitude 74°29.5'; southeasterly the north shore of the lake to a point whose coordinates are latitude 47°30.5' and longitude 74°28.3'; southeasterly a straight line to a point whose coordinates are latitude 47°30.3' and longitude 74°27.8'; easterly and southwesterly the north and southeast shores of Lac Némiscachingue to a point whose coordinates are latitude 47°19.4' and longitude 74°34.1'; a straight line to a point situated on the west shore of a small lake situated between Lac Némiscachingue and Lac Badajoz and whose coordinates are latitude 47°19.1' and longitude

74°34.5'; southwesterly, along the west shore of the small lake and its effluent, the east shore of Lac Badajoz, the east bank of the stream connecting Lac Badajoz to Lac Grooseneck to the extension of the northeastern line of Canton de Dupont; in a northwesterly direction, the said extension to its intersection with the southern line of Canton de Gosselin; part of the southern line of Canton de Gosselin to the starting point.

SCHEDULE XII

UNORGANIZED TERRITORY OF LAC-DE-LA-POMME (79902) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE ANTOINE-LABELLE
Aj D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on the northern boundary of the Mazana Z.E.C., whose coordinates are: 5230650 m N and 538600 m E; thence successively the following lines and demarcations: in an easterly direction, part of the northern boundary of the Mazana Z.E.C. to a point whose coordinates are: 5230020 m N and 538600 m E; southwesterly, a distance of eight and fifty-four hundredths kilometres (8.54 km) to a point whose coordinates are: 5222600 m N and 584835 m E; southwesterly, a distance of three and three hundredths kilometres (3.03 km) to a point whose coordinates are: 5220425 m N and 540725 m E, that point situated on the extension of the northeastern line of Canton de Dupont; finally, the said extension northerly to the starting point.

SCHEDULE XIII

TERRITORY INCLUDING THE UNORGANIZED TERRITORY BAIE-DES-CHALOUPE (79920) AND LAC-DE-LA-MAISON-DE-PIERRE (79916) IN THE MUNICIPALITÉ RÉGIONALE DE COMTÉ DE ANTOINE-LABELLE

Aj D.293-92, a. 8

The territory is bounded as follows: starting from a point situated at the apex of the west angle of Canton de Dupont, thence successively the following lines and demarcations: part of the southwestern line of the said township to the boundary between the drainage basins of Ruisseau Pijart, Lac Pijart and Lac Thiboutot on the one side, Lac Bourasseau and Rivière Lenoir on the other side; in a general southwesterly direction, the boundary between the drainage basins of Lac Thiboutot, Lac Fontrouve, Lac Maurais, Lac Lecanteur and Lac Cordeau on one side, Lac Bourasseau, Rivière Lenoir and Lac Lenoir on the other side; in a general southerly direction, the boundary between the drainage basins of Lac Gellebert, Lac Laverdière and Lac Tobie on the one side, Lac Dumbo on the other side; in a general southerly direction, the boundary between the drainage basins of Lac Raimbault, Lac Greslon and Lac Greslon Rond,

the effluent of Lac Greslon and Lac Jugy, Lac Protégé, Lac du Nord, Lac Jurlain and Lac Mosquic on the one side, Lac Verneuil, Lac Petit Surget, Lac Surget, Lac Lagorce, Lac Côté, Lac Parement, Lac Chavoy, Lac Augeron, Lac Ninville, Lac Larcher, Lac Dirinon and Lac Froid on the other side; in a general southerly direction, the boundary between the drainage basins of Lac Gadiou and Lac Mosquic on the one side, Lac Froid, Lac Moranger, Lac Vallet and Lac Saget on the other side; in general southerly and easterly directions, the boundary between the drainage basins of Lac Mosquic, Lac Santé, Lac Comox, Lac Petit Comox, Lac Acon and Lac Mosquic on the one side, Lac Saget, Lac Cinq Doigts, Lac Colombon, Lac Jamet, Lac Therrien, Lac Laclède, Lac Alexandre, Lac Bouloc and Lac Gillette on the other side, that is to the southwestern line of Canton de Legendre; part of the southwestern line of the said township and the northwestern line of Canton de Cousineau; part of the southwestern line of Canton de Nantel to lot 2 of Quatrième rang; the southern boundary of the said range to the dividing line between lots 23 and 24; the said dividing line between the Fourth, Third, Second and First ranges of Canton de Nantel and the Ninth and Eighth ranges of Canton de Lynch; the dividing line between the Seventh and Eighth ranges of the township of Lynch to the southwestern line of Canton de Viel; northerly, part of the southwestern line of the said township, the southwestern line of Canton de Castelneau; the northwestern line of the townships of Castelneau, French and Lenoir to the starting point.

SCHEDULE XIV

UNORGANIZED TERRITORY OF
RÉSERVOIR-DOZOIS PART (89910) IN THE
MUNICIPALITÉ RÉGIONALE DE COMTÉ DE LA
VALLÉE-DE-L'OR

Aj D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on the northwest corner of Canton de Ryan, thence successively the following lines and demarcations: the northern line of Canton de Ryan, the northern, eastern and southern line of Canton de Beaumouchel, the southern and western lines of Canton de Ryan to the starting point.

SCHEDULE XV

TERRITORY INCLUDING THE TNO
LAC-BRICAULT (89908), LAC-MINGO (89904)
AND LAC-QUENTIN (89906) IN THE
MUNICIPALITÉ RÉGIONALE DE COMTÉ DE LA
VALLÉE-DE-L'OR

Aj D.293-92, a. 8

The territory is bounded as follows: starting from a point situated on the northern corner of Canton de Devine, thence successively the following lines and demarca-

tions: part of the northeastern line of Canton de Devine that is to its meeting with the southeastern boundary of the Capitachouane Z.E.C., in a northeasterly direction of departure along the southeastern and southern boundaries of the Capitachouane Z.E.C. as established in a Regulation published in the *Gazette officielle du Québec* (Part 2) of 23 June 1979 on page 3449 and also by following the southern and eastern boundaries of the Festubert Z.E.C. as established in a Regulation published in the *Gazette officielle du Québec* (Part 2) of 6 June 1979 on page 4003 to the southern line of Canton de Chouart; westerly, the southern line of the townships of Chouart, Festubert, Lens, Vimy, Cambrai, Ypres and part of Denain, southeasterly, the northeastern line of the townships of Champrodon and Foligny to the starting point.

SCHEDULE XVI

MUNICIPALITIES COMPRISED IN MORE THAN
ONE REGION

Aj D.293-92, a. 8

Town municipality of the Ville de Dégelis

Region 1

Part of the municipality included in Canton d'Ango, enclosed within the boundaries described hereinafter, namely: starting from the northwestern apex of Canton d'Ango, thence successively the following lines and demarcations: the dividing line between the townships of Asselin and Ango; the interprovincial boundary of Québec and New Brunswick; the dividing line between the townships of Rouillard and Ango to the starting point.

Region 3

The remaining part of the municipality.

Municipalité de Saint-Godard-de-Lejeune

Region 1

Part of the municipality included in Canton Asselin, enclosed within the boundaries described hereinafter, namely: starting from the point of intersection of the dividing line between the seventh and eighth ranges and the northeastern line of the township, thence successively the following lines and demarcations: part of the said northeastern line and the eastern line of the township; the dividing line between the townships of Asselin and Ango; part of the line dividing the townships of Asselin and Auclair to the dividing line between the fourth and fifth ranges of Canton Asselin; in that township, part of the said dividing line between the ranges to the dividing line between lots 50 and 51 of Cinquième

rang; the said dividing line between lots in the fifth, sixth and seventh ranges; finally, part of the dividing line between the seventh and eighth ranges northeasterly to the starting point.

Region 3

The remaining part of the municipality.

Municipalité de Saint-Michel-de-Squatec

Region 1

Part of the municipality included in Canton Asselin, enclosed within the boundaries hereinafter described, namely: starting from the apex of the north angle of lot 28 of Premier rang; thence successively the following lines and demarcations: the dividing line between lots 27 and 28 of the first to the seventh ranges, that dividing line between lots extended across the roads, lakes and water courses it meets; part of the dividing line between the seventh and eighth ranges southwesterly to the dividing line between lots 50 and 51 of Septième rang; the said dividing line between lots in the seventh, sixth and fifth ranges, part of the dividing line between the fourth and sixth ranges southwesterly to the southwestern line of Canton Asselin; finally, part of the southwestern and northwestern lines of the said township to the starting point.

Region 3

The remaining part of the municipality.

Municipality of Saint-Pierre-de-Broughton

Region 3

Part of the municipality enclosed within the boundaries hereinafter described, namely: starting from the northern corner of lot 1A of Cinquième rang of the cadastre of Canton de Broughton; thence successively the following lines and demarcations: in reference to the cadastre of the said township, part of the northeastern line of the Cinquième rang to the southeastern line of lot 5 of the said range; the said southeastern line; part of the southwestern line of lot 6A of Cinquième rang to the extension across a public road of the southeastern line of lot 5e of Sixième rang; the said extension and the said southeastern line; the northeast side of a public road dividing the sixth and seventh ranges southeasterly to the extension across the road of the southeastern line of lot 7i of Septième rang; the said extension and the southeastern line of lots 7i and 7h of the said range; the

northeast side of a public road dividing the seventh and eighth ranges southeasterly to the extension across the road of the southeastern line of lot 9D of huitième rang, the said extension and the said southeastern line; part of the dividing line between the eighth and ninth ranges southeasterly to the southeastern line of lot 9D of neuvième rang; the said southeastern line; part of the dividing line between the ninth and tenth ranges southeasterly to the southeastern line of lot 15E of dixième rang; part of the said southeastern line to a point situated northeast and at a distance of two (2) arpents from the northeast side of a public road dividing the tenth and eleventh ranges, at a distance measured along the southeastern line of said lot 15E; a line parallel to and distant two (2) arpents from the northeast side of the said public road southeasterly and crossing lots 16C, 16T, 30 (right-of-way of the railway), 16S, 16R, 16H and 16W of dixième rang to the northwestern line of lot 17D of the said range; part of the said northwestern line and part of the dividing line between the tenth and eleventh ranges northwesterly to the extension across a public road of the southeastern line of said lot 16M of the eleventh range; the said extension and the said southeastern line; part of the southwestern line of Canton de Broughton northwesterly; the northeastern line of the said township to the starting point.

Region 5

The remaining part of the municipality.

Municipalité de Saint-Michel-des-Saints

Region 4

Part of the municipality enclosed within the boundaries hereinafter described, namely: starting from the apex of the southeast angle of lot 11 of the premier rang of the cadastre of Canton de Laviolette, thence successively the following lines and demarcations: the said southeastern line and its extension to the centre line of the former course of Rivière du Milieu; the said centre line, downstream, to the centre line of the former course of Rivière Matawin; the said centre line downstream to the extension of the northeastern line of Canton de Masson; the said extension and the said northeastern line; part of the southeastern line of Canton de Masson to the dividing line between the third and fourth ranges, part of the said dividing line northwesterly to the northwestern line of lot 14 of troisième rang; southwesterly, the northwestern line of lot 14 of the third and second ranges and lots 14B and 14A of premier rang to the southwestern line of Canton de Masson; northwesterly, part of the said line extended across the lake it meets to the starting point.

Region 6

The remaining part of the municipality.

Municipalité de Saint-Zénon

Region 4

Part of the municipality included in Canton de Masson, enclosed within the boundaries hereinafter described, namely: starting from the apex of the north angle of lot 14 of range III; thence successively the following lines and demarcations: part of the dividing line between ranges III and IV, southeasterly, to the southeastern line of the township; part of the southeastern line, southwesterly, to the southwestern line of the township; part of the said southwestern line, northwesterly, to the northwest line of lot 14 of Rang I, that southwestern line extended across the lake that it meets; the northwestern line of lots 14A and 14B of Rang I, that line extended across the lake that it meets; finally, the northwest line of lot 14 in ranges II and III to the starting point.

Range 6

The remaining part of the municipality.

Municipalité de Sainte-Christine

Region 5

Part of the municipality enclosed within the boundaries hereinafter described, namely: starting from the apex of the northeast angle of lot 587 of the cadastre of Canton d'Ely; thence successively the following lines and demarcations: the eastern line of the said lot, its extension across a stream and the eastern line of lot 586; part of the southern line of lot 586 to the eastern line of lot 581; the said eastern line; the southern line of lots 581 and 582, that line extended across the public road it meets; southerly, part of the dividing line between the sixth and seventh ranges and the centre line of the public road dividing the said ranges to the extension of the southern line of lot 640; the said extension and the said southern line; the southern line of lot 641 and its extension to the centre line of the public road dividing the seventh and eighth ranges; the centre line of the said road southerly to the extension of the southern line of lot 730; the said extension and the said southern line; part of the dividing line between the eighth and ninth ranges northerly to the apex of the northwest angle of lot 739; westerly, the extension of the northern line of the said lot to the centre line of the public road dividing the eighth and ninth ranges; the centre line of the said road northerly to the extension of the southern line of lot 808; the said extension and the said southern line; the

southern line of lot 875, its extension across a public road and the southern line of lot 925; finally, part of the western and northern lines of Canton d'Ely to the starting point.

Region 6

The remaining part of the municipality.

Municipalité de Ville de Farnham

Region 6

Part of the municipality enclosed within the boundaries hereinafter described, namely: starting from the apex of the southeast angle of lot 489 of the cadastre of the paroisse de Sainte-Brigide, thence successively the following lines and demarcations: the northwest side of a public road bounding to the northwest lots 490 and 427 and crossing lots 425 and 426 to the western line of lot 426; part of the western line of the said lot southerly and its extension to the southwest side of route 101; the southwest side of the said route southeasterly to the north side of the right-of-way of the Canadian Pacific Railway; the north side of the said right-of-way easterly to the dividing line between the cadastre of the parishes of Sainte-Brigide and Saint-Romuald-de-Farnham-Ouest; finally, part of the said line dividing the cadastres northerly and the west side of a public road dividing the said cadastres to the starting point.

Region 5

The remaining part of the municipality.

Municipalité de Lac-Édouard

Region 3

Part of the municipality enclosed within the boundaries hereinafter described, namely: starting from the point of intersection of the west bank of Rivière aux Castors Noirs and the northeast shore of Canton de Laure, thence successively the following lines and demarcations: part of the northeastern line of Canton de Laure, part of the southeastern line of the said township to its intersection with the west shore of Lac des Trois Caribous; part of the west shore of Lac des Trois Caribous, part of the west bank of Rivière aux Castors Noirs to the starting point.

Region 4

The remaining part of the municipality.

3315

Gouvernement du Québec

O.C. 1484-99, 17 December 1999

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

Vehicle Load and Size Limits

Regulation to amend the Vehicle Load and Size Limits Regulation

WHEREAS in accordance with paragraph 17 of section 621 of the Highway Safety Code (R.S.Q., c. C-24.2), the Government may by regulation establish norms for axle load, total loaded mass and dimensions of road vehicles and combinations of road vehicles;

WHEREAS the Vehicle Load and Size Limits Regulation was made by Order in Council 1299-91 dated 18 September 1991;

WHEREAS it is expedient to amend the Regulation;

WHEREAS under section 29 of the Act to amend the Transport Act as regards bulk trucking (1999, c. 82), a regulation made before 1 January 2000 under paragraph 17 of section 621 of the Highway Safety Code (R.S.Q., c. C-24.2) is not subject to the requirements as to publication and the date of coming into force set out in sections 8 and 17 of the Regulations Act (R.S.Q., c. R-18.1);

WHEREAS it is expedient to make the Regulation to amend the Vehicle Load and Size Limits Regulation;

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

THAT the Regulation to amend the Vehicle Load and Size Limits Regulation, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Regulation to amend the Vehicle Load and Size Limits Regulation*

Highway Safety Code
(R.S.Q., c. C-24.2, s. 621, par. 17)

1. The Vehicle Load and Size Limits Regulation is amended by substituting the date "31 December 2001" for the date "31 December 1999" wherever it is found in sections 18, 33 and 37.1.

2. This Regulation comes into force on 1 January 2000.

3316

* The Vehicle Load and Size Limits Regulation was made by Order in Council 1299-91 dated 18 September 1991 (1991, G.O. 2, 3630). The Regulation was amended by Order in Council 1412-98 dated 28 October 1998 (1998, G.O. 2, 4430).

Draft Regulations

Notice

Transport Act
(R.S.Q., c. T-12; 1998, c. 40; 1999, c. 82)

Forest transport contracts

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

The draft Regulation prescribes the stipulations applicable to any contract for the transport of timber which has undergone no operation other than cross-cutting, limbing and barking from forests in the domain of the State.

Further information may be obtained by contacting Mr. Benoît Cayouette, Direction de la sécurité en transport, Ministère des Transports du Québec, 700, boulevard René-Lévesque Est, 22^e étage, Québec (Québec) G1R 5H1, telephone: (418) 643-2991 or fax: (418) 644-9072.

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.

GUY CHEVRETTE
Minister of Transport

Regulation respecting forest transport contracts

Transport Act
(R.S.Q., c. T-12, s. 5, pars. *n* and *q* and s. 47.1; 1998, c. 40, s. 156 and 1999, c. 82, s. 12)

1. This Regulation applies to any contract for the transport of timber which has undergone no operation other than cross-cutting, limbing and barking from forests in the domain of the State.

2. The stipulations of the forest transport contract shall be those appearing in the model referred to in Schedule A and constitute the minimum stipulations that must be contained in any forest transport contract.

3. The forest transport contract shall be written by filling out a form similar to the model referred to in Schedule A.

4. The forest transport contract shall be signed by the parties.

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

SCHEDULE A

MODEL OF A FOREST TRANSPORT CONTRACT

FOREST TRANSPORT CONTRACT BETWEEN

hereafter called the "SHIPPER"

AND

hereafter called the "CARRIER"

THE PARTIES AGREE AS FOLLOWS:

PURPOSE

1. This contract applies to the transport by heavy vehicles within the meaning of paragraph *a* of paragraph 3 of section 2 of the Act respecting owners and operators of heavy vehicles (1998, c. 40) of timber from forests in the domain of the State where the timber has undergone no operation other than cross-cutting, limbing and barking.

The SHIPPER hereby entrusts the CARRIER with the transport of the material described in Schedule 1 (the "Material") and the CARRIER hereby agrees to provide that transport on the following terms.

ORIGIN AND DESTINATION

2. The Material shall be transported between the point of loading indicated in Schedule 2 and the point of unloading, also indicated in Schedule 2.

SHIPPER'S REPRESENTATIONS

3. The SHIPPER represents and guarantees to the CARRIER that:

(1) where applicable, the SHIPPER is a duly incorporated and validly existing legal person;

(2) the SHIPPER is empowered and has obtained all the authorizations required to enter into this Contract and comply with the obligations provided for therein.

The SHIPPER acknowledges that each of the representations and guarantees is essential to the CARRIER and that the CARRIER would not have entered into this Contract if any of the representations and guarantees had been or is found to be false or inaccurate. The representations and guarantees are stipulated in favour of the CARRIER and may be waived by the latter, in whole or in part, at any time.

CARRIER'S REPRESENTATIONS

4. The CARRIER represents and guarantees to the SHIPPER that:

(1) the CARRIER is a natural person or, as the case may be, a partnership duly formed under the provisions of the Civil Code of Québec or a duly incorporated and validly existing legal person;

(2) the CARRIER is empowered and has obtained all the authorizations required to enter into this Contract and comply with the obligations provided for therein;

(3) the CARRIER holds all the permits, licences, certificates or authorizations required for the transport of the Material on the terms stipulated in this contract, in particular those required under the Highway Safety Code (R.S.Q., c. C-24.2) and the Act respecting owners and operators of heavy vehicles;

(4) to the CARRIER'S knowledge, none of the permits, licences, certificates or authorizations is about to be cancelled, suspended or amended;

(5) the CARRIER is familiar with the points of loading and unloading of the Material, the routes to travel between the point of loading and the point of unloading indicated in Schedule 2, and the equipment and the proceedings for loading and unloading the Material used, as the case may be, by the SHIPPER and the receiver.

The CARRIER acknowledges that each of the representations and guarantees is essential to the SHIPPER and that the SHIPPER would not have entered into this

Contract if any of the representations and guarantees had been or is found to be false or inaccurate. The representations and guarantees are stipulated in favour of the SHIPPER and may be waived by the latter, in whole or in part, at any time.

TERMS OF TRANSPORT

5. The Material shall be transported on the following terms:

(1) transport shall be provided by means of vehicles having the specifications set out in Schedule 3, subject to section 6, which shall conform at all times to the statutory and regulatory requirements in force; in particular, each of the vehicles shall be equipped with any safety equipment or other device required under any legislation or regulation in force during the life of this Contract and with any safety equipment set out in Schedules 3 or 4;

(2) the Material shall be loaded according to a work plan devised by the SHIPPER and of which the CARRIER shall be kept informed beforehand on a regular basis;

(3) except where loading is made by the CARRIER or on his behalf, the SHIPPER shall do his best to ensure that each load complies with the size and load limits prescribed by government regulation in force during the loading;

(4) the Material shall be unloaded according to a work plan devised by the SHIPPER and of which the CARRIER shall be kept informed beforehand on a regular basis;

(5) other than in exceptional circumstances, each vehicle shall be loaded to rate capacity while respecting load securing standards prescribed by government regulation and the size and load limits referred to in paragraph 3;

(6) as soon as loading has been completed, a bill of lading acceptable to the SHIPPER and to the CARRIER and containing, *inter alia*, the information referred in Schedule 12 (the "Bill of lading"), shall be filled out and signed by the SHIPPER'S representative or, where such representative is absent, by the loading officer and countersigned by the CARRIER'S representative, unless if the Bill of lading is issued mechanically or electronically, in which case a copy of the Bill of lading shall be given to the SHIPPER'S representative or, where such representative is absent, to the loading officer and to the CARRIER'S representative before the vehicle leaves the point of loading;

(7) weight, insofar as the transport of the Material is remunerated on the basis of a unit of weight or volume, insofar as the transport of the Material is remunerated on the basis of a unit of volume, shall be determined, at the expense of the SHIPPER, by a representative of the SHIPPER or of the receiver, depending upon whether the required control takes place at the point of loading or at the point of unloading indicated in Schedule 2; other than in the case of deliberate or gross negligence or of an unforgivable error on the part of the SHIPPER'S representative or the receiver's representative, as the case may be, the weight or volume thus determined shall be final, shall be binding on the SHIPPER and on the CARRIER and shall serve as the basis for the remuneration provided for in section 15;

(8) at the time of each unloading at the point of unloading indicated in Schedule 2, the CARRIER'S representative shall give a copy of the Bill of lading to a representative of the SHIPPER or of the receiver, as the case may be, to be filled out and signed by that representative and countersigned by a representative of the CARRIER, unless the Bill of lading or any other document in lieu thereof is issued mechanically or electronically, in which case a copy of the document shall be given to the SHIPPER'S representative or to the receiver's representative, as the case may be, and to the CARRIER'S representative before the vehicle leaves the point of unloading;

(9) where applicable, a copy of the Bill of lading shall be kept in the cab of the vehicle until the unloading has been carried out at the unloading point indicated in Schedule 2 or in the Bill of lading, the whole in accordance with the statutory and regulatory provisions in force;

(10) the provisions of this Contract have precedence over the provisions of the Bill of lading; where there is inconsistency between the provisions of this Contract and those of the Bill of lading, the provisions of this Contract shall prevail.

VEHICLES

6. Where the CARRIER foresees transporting the Material in a vehicle having specifications that differ from those set out in Schedule 3, that vehicle shall comply with the minimum specifications set out in Schedule 4 and shall be equipped with the safety equipment or other devices specified therein.

LOADING AND UNLOADING

7. The Material is to be loaded by the person whose name or corporate name appears in Schedule 5.

8. The unloading of the Material shall be carried out by the person whose name or corporate name appears in Schedule 6.

ROUTES AND AVERAGE TRANSPORT TIME

9. The SHIPPER and the CARRIER acknowledge that the average distance between the point of loading and the point of unloading indicated in Schedule 2 corresponds to the number of kilometres indicated in Schedule 7 and that the description of the routes to be used for the transport complies with the description set forth in Schedule 7.

10. The CARRIER may, at his full discretion, use a route different from those indicated in Schedule 7, so long as the SHIPPER has not specifically prohibited the CARRIER from using that route. In exercising that discretion, the CARRIER may not bill the SHIPPER for remuneration that differs from the remuneration provided for in section 15 under the pretext that the route used at the CARRIER'S own discretion or that the CARRIER was required to use does not allow the Material to be transported within the time set forth in section 11 or increases the average distance indicated in Schedule 7.

11. The SHIPPER and the CARRIER acknowledge that the average transport time between the point of loading and the point of unloading indicated in Schedule 2 and the return to the point of loading, including loading and unloading time, corresponds to the time indicated in Schedule 7, considering the terms of transport indicated in Schedule 7 and taking into account the vehicle specifications set out in Schedule 3.

SHIPPER'S OBLIGATIONS

12. For as long as this Contract is in force, the SHIPPER undertakes to

(1) respect all statutory and regulatory provisions applying to the SHIPPER;

(2) act in such manner that the equipment used for loading and unloading Material is adequate, except where the loading or unloading, as the case may be, is to be carried out by the CARRIER or on his behalf as provided in Schedule 5 or, where applicable, Schedule 6;

(3) ensure that the routes described in Schedule 7 are adequately maintained, except those that are part of the public road network of Québec, and, as for forest roads within the meaning of the Forest Act (R.S.Q., c. F-4.1), in accordance with the authorizations obtained under that Act for the construction of such forest roads;

(4) inform the CARRIER immediately of actions or proceedings instituted against the SHIPPER where the outcome may seriously affect his enterprise as well as of changes in his enterprise that may seriously affect it.

CARRIER'S OBLIGATIONS

13. For as long as this Contract is in force, the CARRIER undertakes to

(1) keep all permits, licences, certificates and other authorizations required to operate;

(2) respect all statutory and regulatory provisions applying to the CARRIER;

(3) inform the SHIPPER immediately of actions or proceedings instituted against the CARRIER where the outcome may seriously affect his enterprise as well as of changes in his enterprise that may seriously affect it;

(4) except for any reason beyond his control, including those referred to in section 25, and provided that the SHIPPER complies with his obligations under this Contract, provide regular and uninterrupted transport of the Material in compliance with the provisions of this Contract and according to the work plans referred to in paragraphs 2 and 3 of section 5;

(5) maintain at the CARRIER'S expense any vehicle used to transport the Material in good operating and mechanical order and in good repair; in particular, each vehicle shall comply with the provisions of the Highway Safety Code and with the Act respecting owners and operators of heavy vehicles and a copy of any certificate or attestation confirming the compliance of such vehicle be given to the SHIPPER by the CARRIER, where the SHIPPER so requests;

(6) act in such manner that the driver of every vehicle used to transport the Material is a qualified and competent person who holds all the permits, licences and certificates required to drive the vehicle; the provisions of this section do not apply where the SHIPPER may make a final decision overriding the CARRIER'S choice, on the driver and where the SHIPPER exercises that prerogative;

(7) respect and act in such manner that the driver of every vehicle used to transport the Material respects the signs and speeds posted by the SHIPPER, as the case may be and, provided that the SHIPPER informed the CARRIER beforehand of any safety standard and requirement imposed by the SHIPPER prescribed under applicable statutes or regulations or under any collective agreement or contract governing labour relations between the SHIPPER and the SHIPPER'S employees;

(8) maintain in force, at the CARRIER'S expense, with one or more insurers acceptable to the SHIPPER, one or more insurance policies covering the CARRIER'S civil liability for bodily injury and property damage, for an amount of not less than two million dollars (\$2 000 000) per claim, that are acceptable to the SHIPPER; act in such manner that those insurance contracts contain a provision to the effect that insurers will not cancel or amend those insurance contracts without having given to the SHIPPER a prior written notice of at least thirty (30) days; give the SHIPPER a certificate issued by the insurers concerned or on their behalf attesting to the existence of one or several insurance contracts that comply with the provisions of this section; when the insurance contracts are available, give without delay to the SHIPPER a copy of those insurance contracts;

(9) to the extent applicable and as often as possible, but in every case not later than 31 March of each year, give the SHIPPER a copy of certification of *bona fide* employer status issued by the Commission de la santé et de la sécurité du travail for the period ending on the preceding 31 December or for any shorter period, as the case may be.

DECLARATIONS OF THE SHIPPER AND CARRIER

14. The SHIPPER and the CARRIER acknowledge that each Bill of lading is non negotiable. Notwithstanding the foregoing, the SHIPPER or CARRIER, as the case may be, may hypothecate or otherwise alienate all or a portion of rights arising from any Bill of lading in favour of any financial institution that has granted it credits without the necessity of obtaining the SHIPPER'S or CARRIER'S consent, as the case may be. The provisions of this section have precedence over any inconsistent provision of the Bill of lading.

REMUNERATION

15. The remuneration payable for the transport of the Material in accordance with this Contract is the remuneration set out in Schedule 8.

16. To the extent that the provisions of a collective agreement or contract governing labour relations between the SHIPPER and the SHIPPER'S employees apply to the driver of a vehicle used to transport the Material, the remuneration determined in Schedule 8 shall be apportioned in such manner that the driver is paid a portion exclusively for the work performed and the remainder of the remuneration referred to in section 15 is paid directly to the CARRIER.

Subject to the first paragraph, the remuneration referred to in section 15 may be adjusted to take into account fringe benefits resulting from the application of such collective agreement or contract governing labour relations between the SHIPPER and the SHIPPER'S employees.

17. The SHIPPER and the CARRIER acknowledge that the remuneration set out in Schedule 8 takes into account the various benefits granted or made available to the CARRIER by the SHIPPER and listed in Schedule 8.

18. The remuneration set out in Schedule 8 shall be paid by the SHIPPER to the CARRIER at least every two (2) weeks and, for the first payment, no later than three (3) weeks following the date on which this Contract takes effect for the weight or volume of the Material transported during the first two (2) weeks following the date on which this Contract takes effect and in accordance with any other terms set forth in Schedule 8. It shall be paid by means of a cheque sent by mail or forwarded in any other manner agreed upon by the SHIPPER and the CARRIER if there is an interruption in postal service, to his address listed in the SHIPPER'S registers, for the weight or volume of the Material transported during the period covered.

19. Notwithstanding sections 15 to 18 and Schedule 8, the SHIPPER and the CARRIER agree that, where the remuneration set out in Schedule 8 is established on the basis of the weight of the transported Material,

(1) the CARRIER is entitled, for each delivery of the Material in accordance with the provisions of this Contract, to a remuneration provided for in sections 15 to 18 and in Schedule 8 established on the basis of the real weight of the transported Material, provided that in respect of each delivery the limits of the total loaded weight applicable to the vehicle used by the CARRIER and prescribed by government regulation be complied with, those limits being, for the purposes of this Contract, increased by 1500 kilograms;

(2) the CARRIER is entitled, for each delivery of the Material in accordance with the provisions of this Contract, to only a remuneration provided for in sections 15 to 18 and in Schedule 8 established on the basis of the real weight of the transported Material without exceeding the limits of the total loaded weight mentioned hereunder applicable to the vehicle used by the CARRIER by not retaining any increase of those limits if, in respect of each delivery, the limits of the total loaded weight applicable to the vehicle used by the CARRIER and prescribed by government regulation are not complied with, those limits being, for the purposes of this Contract, increased by 1500 kilograms.

20. The provisions of this section constitute an illustration of what is provided for in section 19:

(1) • real weight of the transported
Material.....55 500 kg

• limits of total loaded weight
prescribed (55 500 kg) increased
by 1500 kg.....57 000 kg

• remuneration established on the basis of,
or payment made for.....55 500 kg

(2) • real weight of the transported
Material.....56 500 kg

• limits of total loaded weight
prescribed (55 500 kg) increased
by 1500 kg.....57 000 kg

• remuneration established on the basis of,
or payment made for.....56 500 kg

(3) • real weight of the transported
Material.....57 100 kg

• limits of total loaded weight
prescribed (55 500 kg) increased
by 1500 kg.....57 000 kg

• remuneration established on the basis of,
or payment made for.....55 500 kg

21. Any amount of money corresponding to the difference between the remuneration to which the CARRIER would have been entitled in accordance with the provisions of paragraph 1 of section 19 and the remuneration payable to the CARRIER in accordance with the provisions of paragraph 2 of section 19 may be used by the SHIPPER only for the purposes and in the manner provided for in Schedule 10.

22. If the SHIPPER contravenes section 21, the CARRIER acknowledges that his only rights and recourses consist in forcing the carrying out by the SHIPPER of the obligations arising from section 21 or, as the case may be, assert a claim as creditor of the SHIPPER should any of the circumstances described in paragraph 2 of section 27 arise in respect of the SHIPPER.

23. Where the remuneration set out in Schedule 8 is established on the basis of the volume of the transported Material, the provisions of section 19 shall apply for the purposes of the establishment of that remuneration by making the necessary conversions and adjustments.

INTEREST

24. Any amount payable by the SHIPPER or the CARRIER under the terms of this Contract that is not paid within the time set forth herein shall bear interest from the date payable until the date paid, as well as before and after any arbitration award or judgment, at an annual rate of interest equal to the annual rate of interest paid by the Bank of Canada during that period on deposits in Canadian funds made by the banks governed by the Bank Act (R.S.C. (1985), c. B-1), plus one percent (1 %), the interest being computed daily and payable on demand.

SUPERIOR FORCE

25. A party to this Contract shall notify immediately the other party in writing if it is unable to respect all or any of its Contract obligations by reason of:

(1) fire, explosion, earthquake, hurricane, flood, inclemency, war, revolution, insurrection or other hostility or any other similar force;

(2) a strike, lock-out or any other labour dispute;

(3) expropriation or application of any Act, regulation, Order in Council, Order or any other decision having force of law;

(4) an appreciable reduction in the volume of the Material required by the SHIPPER during the course of doing business;

The notice shall state the event or circumstances entailing the application of this section (the "Event"), shall specify the Contract obligations affected by the Event and shall mention the probable duration of the Event including the date from which the party's obligations will be suspended.

From the date specified in the notice and for the duration of the Event, the party's Contract obligations shall be suspended with no recourse on the part of the other party.

The party concerned shall immediately notify the other party in writing of the end of the Event and, from the date on which the Event ceases, the party in question shall continue to respect all Contract obligations until the Contract expires.

TERM

26. Notwithstanding its actual performance date, this Contract has effect from the date and time indicated in

Schedule 9 and terminates on the date and time indicated in Schedule 9, unless it expires on an earlier date by reason of a circumstance referred to in section 25.

Notwithstanding the first paragraph, this Contract may still have effect after its expiry, but only for the purposes of sections 30 to 43.

EXPIRY

27. This Contract shall terminate automatically, without putting into default and without any other time limit than that provided for hereunder, as the case may be:

(1) if this Contract expires as provided for in section 26 and subject to its provisions;

(2) if a party to this Contract becomes insolvent, is subject to a receiving order, final and without appeal or if such order can be appealed, the time limit for appealing it having expired, issued by a competent court in accordance with the provisions of the Bankruptcy and Insolvency Act (R.S.C., (1985), c. B-3) or any other similar legislation, makes an assignment of property for the benefit of its creditors in general or otherwise acknowledges insolvency or becomes a debtor unable to pay its debts within the purview of the Winding-up Act (R.S.C., (1985), c. W-11) and the Winding-up Act (R.S.Q., c. L-4), the Companies' Creditors Arrangement Act (R.S.C., (1985), c. C-36) or any other similar legislation;

(3) if the CARRIER ceases to hold any of the permits, licences, certificates or other authorizations required to operate because of any judgment, order or decision that is final and without appeal or, if such judgment, order or decision can be appealed, the time limit for appeal having expired;

(4) if any representation made or guarantee given by a party under the terms of this Contract is found to be false or inaccurate, unless the party in favour of whom that representation or guarantee is stipulated refuses to terminate the Contract;

(5) if a party to this Contract fails to perform a Contract obligation other than an obligation provided for in paragraph 3 and if that failure is not remedied within three (3) working days following receipt of a written notice describing the failure, unless the party in favour of whom the obligation is stipulated refuses to terminate the Contract. The period of three (3) working days is extended to thirty days (30) where the CARRIER'S failure results from an accident to the vehicle he uses or a major breakdown of the latter.

INALIENABILITY

28. Subject to section 42, no party to this Contract may alienate all or a portion of its Contract rights and obligations unless that party has first obtained written consent of the other party. Notwithstanding the foregoing, subject to section 41, any party to this Contract may hypothecate or alienate all or any portion of rights arising from this Contract in favour of any financial institution having granted it credits without the necessity of obtaining the other party's consent.

MANDATE

29. None of the terms of this Contract constitutes mandate, express or implied, granted by one party in favour of the other party.

ASSISTANCE/REPRESENTATION

30. The CARRIER acknowledges that, for the purposes of negotiating the provisions of this Contract with the SHIPPER, he was free to choose to be assisted or represented by a person of his choice having no direct or indirect relationship with the SHIPPER, that he made his choice and that negotiations were held in his presence and in the presence of the person assisting or representing him, as the case may be.

31. The SHIPPER acknowledges that, for the purposes of negotiating with the SHIPPER the provisions of any amendment to this Contract and of entering into a new contract arising from the application of sections 33 to 43, the CARRIER will be free to choose to be assisted or represented by a person of his choice having no direct or indirect relationship with the SHIPPER, it being understood that no such negotiations may be held in the absence of the CARRIER. In the circumstances described above, the CARRIER shall be free to choose not to be assisted or represented.

Where it is mentioned in this section that no negotiations may be held in the absence of the CARRIER, that word means:

- (1) the CARRIER himself, if he is a natural person;
- (2) the director general or chief executive officer of the cooperative, if the CARRIER is a cooperative;
- (3) the controlling partner in a partnership, if the CARRIER is a partnership, other than a limited partnership, constituted under the provisions of the Civil Code of Québec;

(4) the chief executive officer of the partnership, if the CARRIER is a limited partnership constituted under the provisions of the Civil Code of Québec;

(5) the natural person controlling a legal person, if the CARRIER is a legal person.

32. The SHIPPER acknowledges that the person assisting or representing the CARRIER for the purposes mentioned in section 31 is entitled, if the CARRIER agrees thereto, to negotiate the provisions of any amendment to this Contract and of any new contract arising from the application of sections 33 to 43, for and on behalf of the CARRIER, subject to the provisions of section 31.

CARRIER'S HIRING RANK

33. The SHIPPER grants a hiring rank to the CARRIER related exclusively to the transport of the Material

(1) intended for the wood processing plant indicated in Schedule 11 (the "Plant");

(2) from that entire part of the forests in the domain of the State described in Schedule 11 (the "Operation"); and

(3) transported or that may be transported only by means of the CARRIER'S vehicle or, as the case may be, by any of the CARRIER'S vehicles indicated in Schedule 11 according to the order assigned thereto;

(the "CARRIER'S hiring rank").

34. Without in any way restricting the generality of the provisions of section 33, the CARRIER acknowledges that he may not assert any right arising from section 33, including a "bumping" right, in respect of any activity for the transport of the Material that is not related to the Plant, to the Operation as well as to the CARRIER'S vehicle or, where applicable, to any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto.

35. The CARRIER agrees to arrange to have the CARRIER'S hiring rank set up against any person benefiting, on the effective date of this Contract or subsequently, from a hiring rank related to the transport of the Material and relating only to both the Plant and the Operation.

36. The CARRIER'S hiring rank confers on him the following rights:

(1) if, at any time during the term of this Contract, the SHIPPER'S obligations are suspended in accordance with section 25 or all the activities for the transport of the Material from the Operation for the purposes of the Plant requires, at the SHIPPER'S full discretion, a reduction in the number of vehicles required for the efficient carrying out of the transport activities, the CARRIER may object to the fact that the CARRIER'S vehicle or, as the case may be, any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto be covered by such suspension or reduction before any other vehicle of any other person be covered in Schedule 11 benefiting from a hiring rank subsequent to the CARRIER'S hiring rank for the vehicle in question;

(2) if, at any time throughout this Contract, a suspension or reduction in the nature of that referred to in paragraph 1 arises, the CARRIER may require that the CARRIER'S vehicle or, as the case may be, any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto resume service for the purposes of transport of the Material before any vehicle of any other person listed in Schedule 11 benefiting from a hiring rank subsequent to the CARRIER'S hiring rank for the vehicle in question;

(3) if, once this Contract has expired in accordance with the provisions of paragraph 1 of section 27, activities for the transport of the Material from the Operation for the purposes of the Plant begin or resume before the expiry of the twelve-month (12) period following the aforementioned expiry date, the CARRIER may require that the CARRIER'S vehicle or, as the case may be, any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto resume service for the purposes of transport of the Material before any vehicle of any other person listed in Schedule 11 benefiting from a hiring rank subsequent to the CARRIER'S hiring rank for the vehicle in question.

37. The CARRIER'S hiring rank, provided that it is in effect, progresses automatically from a loss or decline in the hiring rank

(1) of any other person listed in Schedule 11 who benefits from a hiring rank higher than the CARRIER'S hiring rank; or

(2) of any other person who will benefit, in view of the circumstances, from a hiring rank higher than the CARRIER'S hiring rank.

38. The CARRIER has at all times a management right authorizing him to operate or use, for the transport of the Material from the Operation for the purposes of

the Plant, any vehicle he owns or leases within the meaning of the Civil Code of Québec, without allowing the SHIPPER to exercise the management right to terminate this Contract before its expiry except in the circumstances provided for in paragraphs 2 to 5 of sections 27.

Where, at any time throughout this Contract, the SHIPPER exercises the aforementioned management right, the vehicle he owns or leases and in respect of which no hiring rank for the transport of the Material from the Operation to the Plant was attributed to him takes a hiring rank subsequent to the CARRIER'S hiring rank.

39. In addition to the provisions of section 36, during the period where there is still a dispute or a disagreement between the SHIPPER and the CARRIER at the time of negotiation of the provisions of any amendment to this Contract or of any new contract related to the application of sections 33 to 43 entailing a refusal from the CARRIER to transport Material from the Operation for the purposes of the Plant, the SHIPPER may not resort to the services of any other person to carry out the transport of the Material from the Operation for the purposes of the Plant, it being understood however that in similar circumstances the SHIPPER may operate or use as owner or lessee any vehicle for the transport of the Material from the Operation for the purposes of the Plant. Notwithstanding the foregoing, it is agreed that in similar circumstances the SHIPPER may not lease on a short term any vehicle belonging to a person or a partnership whose main activity consists in the transport of merchandise by truck.

40. The provisions regarding the CARRIER'S hiring rank cease to produce effects for the benefit of the CARRIER in each of the following cases:

(1) if this Contract expires in accordance with the provisions of paragraph 1 of section 27 without transport activities of the Material from the Operation for the purposes of the Plant beginning or resuming before the expiry of a twelve-month (12) period following the expiry date;

(2) if this Contract is terminated for any of the reasons provided for in paragraphs 2 to 5 of section 27;

(3) if, in the circumstances described in paragraph 3 of section 36, the SHIPPER is advised or informed that the CARRIER'S vehicle or, as the case may be, any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto will not resume service for the purposes of the transport of the Material for any reason not related to a dispute or a disagreement referred to in section 39;

(4) if, during the period where there remains a dispute or a disagreement referred to in section 39, the CARRIER'S vehicle or, as the case may be, any of the CARRIER'S vehicles listed in Schedule 11 according to the order assigned thereto is used to carry out the transport in any manner whatsoever;

(5) if the CARRIER'S vehicle listed in Schedule 11 ceases to be the CARRIER'S exclusive property, subject to section 42;

(6) if any of the CARRIER'S vehicles listed in Schedule 11 ceases to be the CARRIER'S exclusive property, subject to section 42 and it being understood that the CARRIER continues to benefit from the CARRIER'S hiring rank in respect of other vehicles of which he has exclusive ownership;

(7) if, where the CARRIER is a partnership, a change in the control of that partnership arises, subject to section 42;

(8) if, where the CARRIER is a legal person, a change in the control of that legal person arises, subject to section 42.

For the purposes of the first paragraph, the fact that a CARRIER proceeds with the exchange, the renewal or the replacement of the CARRIER'S vehicle or of any of the CARRIER'S vehicles listed in Schedule 11 is not deemed to constitute a transfer of the CARRIER'S right of ownership.

41. Subject to section 42, the CARRIER'S hiring rank is non-transferable.

42. The CARRIER'S hiring rank is transferable

(1) where the CARRIER is a natural person, in favour of the spouse or any child of the CARRIER provided that it may be established that the spouse or that child had accumulated, on the date of the transfer, at least fifteen hundred (1500) hours of driving of the CARRIER'S vehicle or of one of the CARRIER'S vehicles listed in Schedule 11; in those circumstances, the CARRIER'S hiring rank shall decline and be ranked on the date on which the first hour of driving by the spouse or that child was performed;

(2) where the CARRIER is a partnership, other than a limited partnership constituted under the provisions of the Civil Code of Québec, in favour of the spouse or of any child of the associate controlling, on the date of the transfer, that partnership provided that it be established that the spouse, or the child had accumulated, on the date of the transfer, at least fifteen hundred (1500) hours

of driving of the CARRIER'S vehicle or of one of the CARRIER'S vehicles listed in Schedule 11; in those circumstances, the CARRIER'S hiring rank shall decline and be ranked on the date on which the first hour of driving by the spouse or that child was performed;

(3) where the CARRIER is a legal person, in favour of that legal person or in favour of the spouse or of any child of the shareholder controlling, on the date of the transfer, that legal person provided that it can be established that the spouse or the child had accumulated, on the date of the transfer, at least fifteen hundred (1500) hours of driving of the CARRIER'S vehicle or of one of the CARRIER'S vehicles listed in Schedule 11; in those circumstances, the CARRIER'S hiring rank shall decline and be ranked on the date on which the first hour of driving by the spouse or that child was performed.

The term "transfer" used in this section refers to any transfer made during the lifetime of the transferor concerned or resulting from his death. Notwithstanding the foregoing, in the event of a death, the number of hours of driving is not taken into account if the transferee is the spouse of the deceased.

The number of hours of driving referred to above will be established only by means of daily logs of hours of driving that the driver of a heavy vehicle must keep in accordance with the provisions of the Highway Safety Code.

In the event of the aforementioned authorized transfer, the transferee shall have the same rights and shall be subject to the same restrictions as those provided for the CARRIER under sections 33 to 43.

43. The SHIPPER and the CARRIER acknowledge having read the provisions of the Agreement in Principle effective as of 1 October 1999 entered into between the Association des manufacturiers de bois de sciage du Québec and the Association Nationale des Camionneurs Artisans Inc. (the "Agreement in Principle") a photocopy of which is attached as Schedule 13 to this Contract. Notwithstanding any inconsistent provision of sections 33 to 42, the SHIPPER and CARRIER agree that the CARRIER'S hiring rank may be affected in the circumstances described in section 3 of the Agreement in Principle and accept to be bound by the provisions of section 3 of the Agreement in Principle, to the extent they may be concerned, as if they had signed the Agreement in Principle themselves.

CONCILIATION

44. Any dispute or disagreement (a "Reconcilable dispute") related to the remuneration or to any of the

transport conditions provided for in this Contract shall be submitted to the mechanism of conciliation, and, upon the exclusion of the ordinary courts of law, in accordance with the procedure established hereunder.

45. In order to avoid any ambiguity, any dispute or disagreement related to the CARRIER'S hiring rank does not constitute a Reconcilable dispute, but rather a Dispute subject to arbitration within the meaning of that expression as defined hereunder.

46. Any party to this Contract having a Reconcilable dispute to be asserted (the "Plaintiff") shall send to the other party (the "Defendant") a written notice (the "Notice of conciliation") including all of the following information:

(1) a reasonably detailed description of the Reconcilable dispute;

(2) the name, address and profession of the person proposed, either as sole conciliator or as member of the committee of three (3) conciliators (the "Conciliation committee").

47. The Defendant shall within ten (10) days of receipt of the Notice of conciliation, send to the Plaintiff a notice confirming its proposed conciliator or, failing that, the address and profession of the person proposed as second member of the Conciliation committee.

48. Where the Defendant fails to contest in writing the Plaintiff's proposed conciliator and to send to the latter the name of the second conciliator within the time prescribed in section 47, the Defendant is deemed to have accepted the conciliator proposed by the Plaintiff, who shall act alone.

49. If a second conciliator has to be designated in accordance with section 47, the two (2) conciliators thus designated shall, within ten (10) days of the designation of the second conciliator, proceed with the designation of a third conciliator, who will chair the sittings of the Conciliation committee. Where the first two (2) conciliators fail to designate the third conciliator within the time prescribed, or if those two (2) conciliators do not agree on a third conciliator within the time prescribed, the selection of the third conciliator must, upon the request of the most diligent party, be referred to a judge of the Superior Court of the judicial district in which the establishment of the Plaintiff is located appearing at the beginning of this Contract.

50. The hearing of the parties in the Reconcilable dispute shall be held within thirty (30) days following receipt of the Notice of conciliation if a second concilia-

tor has not been designated in accordance with sections 47 and 48 or within thirty (30) days following the designation of a third conciliator at a place located in the judicial district referred to in section 49.

51. The conciliator's decision or the Conciliation committee's decision shall be given in writing and forwarded to the parties no later than twenty (20) days after the hearing of the parties in the Reconcilable dispute.

52. The conciliator's decision or the Conciliation committee's decision is considered a recommendation to the parties and does not bind them in any way.

53. The conciliation costs shall be assumed equally between the parties to this Contract.

54. The parties to this Contract agree that the provisions of sections 940 to 947.4 of the Code of Civil Procedure of Québec (R.S.Q., c. C-25) currently in force govern, as additional provisions, any conciliation that must be held under the provisions of sections 44 to 53. In case of contradiction between any of the provisions of sections 44 to 53 and those aforementioned in the Code of Civil Procedure of Québec, the provisions of sections 44 to 53 have precedence.

55. For the purposes of any conciliation, the sole conciliator or the Conciliation committee enjoys all the powers of an ordinary court of law, except those that are exclusively reserved for such a court. Notwithstanding the foregoing, the parties maintain their recourse before the ordinary courts of law in respect of injunctions.

ARBITRATION

56. Any dispute or disagreement (a "Dispute subject to arbitration") related to the CARRIER'S hiring rank including as for his existence, its validity, its recognition and its loss and, as for the application and interpretation of the related provisions, it shall be settled definitely by arbitration and, to the exclusion of ordinary courts of law, in accordance with the procedure established hereunder.

57. The provisions of sections 46 to 50, 54 and 55 shall apply to any Dispute subject to arbitration *mutatis mutandis*.

58. The arbitrator's decision or the Arbitration committee's decision shall be rendered in writing and forwarded to the parties no later than twenty (20) days after the hearing of the parties to the Dispute subject to arbitration. That decision shall be final and without appeal and shall be enforceable in respect of the parties to this Contract from the date of its homologation by a court of competent jurisdiction.

59. The arbitration costs shall be assumed entirely by the losing party, unless the arbitrator or the Arbitration committee decides otherwise.

CURRENCY

60. Wherever the term “dollars” or the “\$” symbol is used in this Contract, that term refers to the lawful currency in Canada.

WAIVER

61. Notwithstanding any inconsistent provision of the Civil Code of Québec, the SHIPPER waives his right to unilaterally cancel this Contract, unless the CARRIER fails to comply with any of its obligations arising therefrom.

NOTICE

62. Subject to any inconsistent specific provisions contained in this Contract, the forwarding of any notice or document required under this Contract shall be validly accomplished if the notice or document is delivered in person or is sent by postal service, by prepaid priority mail, or by fax if it is available to each party, to the address of the addressee appearing at the beginning of this Contract or to the fax number indicated therein.

63. The day on which the person-to-person delivery is made, the day following a mailing by postal service or the day of a transmission by fax shall be deemed to be the date of receipt by the addressee.

64. Each party may change the aforementioned address or, where applicable, the fax number, by a notice forwarded in accordance with this Contract.

DEMAND NOTICE

65. The mere elapsing of the time for fulfilling any obligation shall constitute a failure if the obligation is not fulfilled, without it being necessary to notify the party in default otherwise than in accordance with the notices provided for in this Contract or to put it in default.

MUTUAL AGREEMENT

66. The parties to this Contract acknowledge that all the stipulations contained therein have been freely discussed between the parties and they have received adequate explanations on their nature and scope.

SEVERABILITY OF CONTRACT

67. The annulment of a provision of this Contract does not annul the other provisions of that Contract.

APPLICABLE LAW

68. This Contract shall be governed by the laws of Québec.

SOLE AGREEMENT

69. This Contract constitutes the only agreement between the SHIPPER and the CARRIER related to the transport of the Material from the point of loading to the point of unloading indicated in Schedule 2 and is substituted for any other previous agreement, written or verbal, entered into between the SHIPPER and the CARRIER for that purpose.

SCHEDULES

70. The Schedules attached hereto form an integral part of this Contract

PLACE

71. Notwithstanding the real place where it was entered into, this Contract is deemed to have been entered into at the establishment of the CARRIER appearing at the beginning of this Contract.

IN WITNESS WHEREOF, the parties have signed on the date and in the place stated hereunder.

SHIPPER

CARRIER

• (Québec),

• (Québec),

•

•

[by:]

[by:]

SCHEDULE 1

DESCRIPTION OF THE MATERIAL TO BE TRANSPORTED

SHIPPER

CARRIER

SCHEDULE 2

POINT OF LOADING AND POINT OF UNLOADING

POINT OF LOADING:

POINT OF UNLOADING:

SHIPPER

CARRIER

SCHEDULE 3SPECIFICATIONS OF VEHICLES REQUIRED
BY THE SHIPPER

A vehicle required by the SHIPPER for the transport of the Material shall have the following specifications:

A vehicle required by the SHIPPER for the transport of the Material shall be equipped with the following safety equipment or other devices:

SHIPPER

CARRIER

SCHEDULE 4SPECIFICATIONS OF VEHICLES USED
BY THE CARRIER

To the extent that a vehicle used by the CARRIER to transport Material has specifications that differ from those set out in Schedule 3 to the Contract to which this Schedule is attached, the vehicle shall have the following minimum specifications:

A vehicle required by the SHIPPER for the transport of the Material shall be equipped with the following safety equipment or other devices:

SHIPPER

CARRIER

SCHEDULE 5

LOADING OF MATERIAL

The SHIPPER and the CARRIER acknowledge that the loading of Material shall be carried out by (check)

the SHIPPER
the CARRIER
the person whose name or corporate name is (specify):

SHIPPER

CARRIER

SCHEDULE 6

UNLOADING OF MATERIAL

The SHIPPER and the CARRIER acknowledge that the unloading of Material shall be carried out by

the SHIPPER
the CARRIER
the person whose name or corporate name is (specify):

SHIPPER

CARRIER

SCHEDULE 7AVERAGE DISTANCE, ROUTE DESCRIPTION,
AVERAGE TRANSPORT TIME AND OTHER
REPRESENTATIONS AND AGREEMENTS

1. Average distance between the point of loading and the point of unloading:

2. Description of routes to be used:

3. Average transport time between the point of loading and the point of unloading and the return to the point

of loading including loading and unloading time, based on normal weather conditions:

for the period between and	for the period between and
_____	_____

4. Other representations on the part of:

(1) the SHIPPER:

(a) the SHIPPER declares that his registration number for goods and services tax purposes required under the Excise Tax Act (R.S.C. (1985), c. E-15) is the following:

(b) the SHIPPER declares that his registration number for sales tax purposes required under the Act respecting the Québec sales tax (R.S.Q., c. T-0.1) is the following:

(2) the CARRIER:

(a) the CARRIER declares that his registration number for goods and services tax purposes required under the Excise Tax Act is the following:

(b) the CARRIER declares that his registration number for sales tax purposes required under the Act respecting the Québec sales tax is the following:

5. Special conditions (specify):

SHIPPER

CARRIER

SCHEDULE 8

REMUNERATION

1. The remuneration payable for the transport of the Material is determined as follows:

2. In view of the application of a collective agreement or contract governing labour relations between the SHIPPER and the SHIPPER'S employees, that remuneration is determined as follows:

3. In determining the remuneration, the following benefits granted or made available to the CARRIER by the SHIPPER have been taken into account:

4. The remuneration shall be paid as follows:

SHIPPER

CARRIER

SCHEDULE 9

TERM

The term of the Contract to which this Schedule is attached begins at 00:01 a.m. on _____ and terminates at midnight on _____

SHIPPER

CARRIER

SCHEDULE 10

UTILIZATION OF AMOUNTS OF MONEY REFERRED TO IN SECTION 21 OF THE CONTRACT TO WHICH THIS SCHEDULE IS ATTACHED

The amounts of money earned following the application of section 21 of the contract to which this Schedule is attached shall be governed in accordance with the following conditions:

(1) deposit of those amounts in a trust account opened by the SHIPPER with any financial institution doing business in Québec and distinct by other accounts;

(2) constitution of a committee composed of an equal number of the SHIPPER'S representatives and of the representatives of all the SHIPPERS hired by the SHIPPER, during the term of the contract to which this Schedule is attached, for the purposes of the transport of the Material from the same Operation for the purposes of the same Plant;

(3) determination by that committee of the specific use to be made of those sums of money, which shall be used to pay the cost of projects intended to reduce and eliminate overload transport on the public road network in Québec. The scope of the projects shall primarily be for the whole territory of Québec rather than for a region.

SHIPPER

CARRIER

SCHEDULE 11

PLANT, OPERATION, CARRIER'S HIRING RANK

1. The Plant for which the Material from the Operation is intended is the following:

2. The Operation from which the Material comes for the purposes of the Plant is described as follows:

3. The CARRIER'S hiring rank refers to the vehicles indicated hereunder and comprises the order which is attributed to him below in relation to the recognized hiring rank of the persons whose names or corporate names appear below:

SHIPPER

CARRIER

SCHEDULE 12

MINIMUM INFORMATION THAT MUST BE MENTIONED IN THE BILL OF LADING

1. SHIPPER'S name.
2. Receiver's name.
3. CARRIER'S name.
4. Transport fees, responsibility for payment and time of payment (in that respect, a simple reference to "Rf. Contract" will suffice).
5. Place, date and time of the assumption of responsibility for the Material to be transported.
6. Point of loading and point of unloading.
7. Description of Material to be transported (nature, quantity, volume or weight (if available) and, where applicable, the apparent state of the Material).

8. Hazardous character of the Material, where applicable.

9. Non-negotiability of the Bill of lading.

10. Place, date and time of arrival of the Material at the point of unloading (that information shall be provided at the point of loading).

N.B. There shall be no indication of the value of the Material on the Bill of lading.

SHIPPER

CARRIER

SCHEDULE 13

AGREEMENT IN PRINCIPLE ENTERED INTO ON 1 OCTOBER 1999 BETWEEN THE ASSOCIATION DES MANUFACTURIERS DE BOIS DE SCIAGE DU QUÉBEC AND THE ASSOCIATION NATIONALE DES CAMIONNEURS ARTISANS INC.

BETWEEN:

ASSOCIATION DES MANUFACTURIERS DE BOIS DE SCIAGE DU QUÉBEC (AMBSQ)

Represented by
Mr. Luc Houde
Chairman of the board of directors

AND:

ASSOCIATION NATIONALE DES CAMIONNEURS ARTISANS INC. (ANCAI)

Represented by
Mr. Clément Bélanger
Chairman

1. The ANCAI and the AMBSQ agreed to a transport contract by heavy vehicle that must be signed between a SHIPPER and a CARRIER from 1 January 2000 (the "Contract").

2. The Contract's scope shall be the transport of timber which has undergone no operation other than cross-cutting, limbing and barking (whether that timber is uncut or otherwise) from the public forest to a wood processing plant.

3. Under the Contract, the SHIPPER will hold a management right.

4. The Contract shall provide that the CARRIER has the right to negotiate with a SHIPPER the monetary clauses and other transport conditions subject thereto. To that end, the Contract shall stipulate that:

(a) the CARRIER has the right to be represented;

(b) the CARRIER shall have a hiring rank determined by the date on which he was hired;

(c) in the event that his hiring rank is contested, the CARRIER shall be entitled to arbitration;

(d) in the event of any other dispute arising from the Contract, the parties may resort to conciliation, the result of which shall be a recommendation;

(e) in the event of a dispute arising during the renewal of the Contract, the CARRIER may cease to transport and, throughout the duration of that dispute, the SHIPPER may exercise his management right (without, however, leasing trucks on a short term basis).

5. Under the Contract, the CARRIER and the SHIPPER shall agree to a means that they consider effective to ensure compliance with the legislation and regulations governing loads on the public road network of Québec.

6. The CARRIER'S hiring rank related to a designated vehicle from that CARRIER and related to the same SHIPPER, to the same Plant and to the same Operation (within the meanings defined or used in the Contract) shall be established initially on the basis of the "seniority list" or the "recall list" available from the SHIPPER when the transport activities terminated in the Spring of 1999 or, failing such list, on the basis of an agreement between the SHIPPER and the CARRIERS bound by contract to that SHIPPER as of the date on which the transport activities terminated in Spring 1999.

7. In the initial establishment of the aforementioned hiring rank, where applicable, a vehicle for which a bulk trucking permit will have been issued under the Regulation respecting bulk trucking (R.R.Q., c. T-12, r. 3) (the "Regulation") for a given region authorizing in particular the transport of forest material in that region will benefit from a priority hiring rank over any vehicle for which a special bulk trucking permit will have been issued under the Regulation authorizing the transport of forest material in a region other than the region for which a bulk trucking permit was first issued for the vehicle.

8. If, during a forest transport contract entered into between a person (a "Contractor") hired by a client to carry out forest activities (including the transport of those materials) and a CARRIER, any contract including forest material transport activities from an Operation for the purposes of a Plant (within the meanings defined or used in the Contract) entered into between that client and Contractor, is terminated, that client may

(a) carry out himself all or part of the activities entrusted to the Contractor in question; or

(b) entrust to any other Contractor (a "New Contractor") all or part of those activities entrusted to the previous Contractor.

In the circumstances described in subparagraph *a* of section 8 above, the client in question will be entitled to the rights of a SHIPPER provided for in section 38 of the Contract insofar as he operates or uses, as owner or lessee, any vehicle for the purposes of the transport of forest material from the Operation in question for the purposes of the Plant referred to.

In the circumstances described in subparagraph *b* of section 8 above, the New Contractor, following the same CARRIER'S hiring rank whose services had been retained under the terms of the contract entered into with the previous Contractor, may operate or use (as owner or lessee), for the purposes of the transport referred to in the aforementioned contract, a number of vehicles not exceeding 50 % of the number of vehicles operated or used for the same purposes by the previous Contractor (whether or not those vehicles were owned or leased by the previous Contractor).

For the purposes of section 8, a client shall not be deemed to have hired a "New Contractor" if that New Contractor and the previous Contractor are associates (within the meaning of the Canada Business Corporations Act).

9. If, after a forest transport contract entered into between a Contractor and a CARRIER (the "Original Contract") has expired in accordance with the provisions of the first paragraph of section 26 of the Contract, a client entrusts to any Contractor forest material transport activities from the Operation and for the purposes of the Plant referred to in the Original Contract and if those activities start before the expiry of a twelve-month period following the term of the Original Contract, that Contractor, following the same CARRIER'S hiring rank who was hired under the terms of the Original Contract, may operate or use (as owner or lessee), for the purposes of those activities, a number of vehicles not exceeding

50 % of the number of vehicles that the Contractor, at his full discretion, considers necessary for the efficient carrying out of those activities.

For the purposes of this section 9, a client shall not be deemed to have hired a “New Contractor” if that New Contractor and the previous Contractor are associates (within the meaning of the Canada Business Corporations Act).

10. The parties agree to submit a draft of the Contract to the Minister of Transport in order to verify its legal aspects and to make it mandatory for all the SHIPPERS and CARRIERS involved.

11. The term of this Agreement shall be five (5) years.

12. Notwithstanding the real date it was entered into, this Agreement is entered into and effective as of 1 October 1999.

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Notice

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

Road vehicle registration — Amendment

Regulation to amend the Regulation respecting road vehicle registration

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 road vehicle registration, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

The draft Regulation discontinues plates bearing the prefix “VR” following the revocation of bulk trucking permits.

Further information may be obtained by contacting Mr. Benoît Cayouette, Direction de la sécurité en transport, ministère des Transports du Québec, 700, boulevard René-Lévesque Est, 22^e étage, Québec (Québec) G1R 5H1, tel.: (418) 643-2991, fax: (418) 644-9072.

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.

GUY CHEVRETTE,
Minister of Transport

Regulation to amend the Regulation respecting road vehicle registration*

Highway Safety Code
(R.S.Q., c. C-24.2, s. 618, par. 2)

1. Section 110 of the Regulation respecting road vehicle registration is amended by deleting the second paragraph.

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

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* The Regulation respecting road vehicle registration, made by Order in Council 1420-91 dated 16 October 1991 (1991, *G.O.* 2, 4111), was last amended by the Regulation made by Order in Council 1226-99 dated 3 November 1999 (1999, *G.O.* 2, 4064). For previous amendments, refer to the *Tableau des modifications et Index sommaire*, Éditeur officiel du Québec, 1999, updated to 1 September 1999.

Index Statutory Instruments

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

Regulations — Statutes	Page	Comments
Brokerage of bulk trucking services (Transport Act, R.S.Q., c. T-12)	5079	N
Forest transport contracts (Transport Act, R.S.Q., c. T-12)	5099	Draft
Highway Safety Code — Road vehicle registration (R.S.Q., c. C-24.2)	5114	Draft
Highway Safety Code — Vehicle Load and Size Limits (R.S.Q., c. C-24.2)	5098	M
Road vehicle registration (Highway Safety Code, R.S.Q., c. C-24.2)	5114	Draft
Transport Act — Brokerage of bulk trucking services (R.S.Q., c. T-12)	5079	N
Transport Act — Forest transport contracts (R.S.Q., c. T-12)	5099	Draft
Vehicle Load and Size Limits (Highway Safety Code, R.S.Q., c. C-24.2)	5098	M

