

IT IS ORDERED, therefore, upon the recommendation of the Minister of the Environment and of the Minister responsible for Wildlife and Parks:

THAT the Regulation respecting threatened or vulnerable species, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Regulation respecting threatened or vulnerable species

An Act respecting threatened or vulnerable species (R.S.Q., c. E-12.01, s. 10; 1999, c. 36, s. 131)

DIVISION I THREATENED WILDLIFE SPECIES

1. The following are designated as threatened species:

- (1) the beluga, St. Lawrence population (*Delphinapterus leucas*);
- (2) the wolverine (*Gulo gulo*);
- (3) the copper redhorse (*Moxostoma hubbsi*);
- (4) the horned grebe (*Podiceps auritus*);
- (5) the loggerhead shrike (*Lanius ludovicianus*);
- (6) the piping plover (*Charadrius melodus*);
- (7) the Eastern spiny softshell (*Apalone spinifera*).

DIVISION II VULNERABLE WILDLIFE SPECIES

2. The Western chorus frog (*Pseudacris triseriata*) is designated as a vulnerable species.

DIVISION III FINAL

3. This Regulation replaces the Copper Redhorse Regulation, made by Order in Council 257-99 dated 24 March 1999.

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

Gouvernement du Québec

O.C. 392-2000, 29 March 2000

Approval of an Agreement between the Société du parc industriel et portuaire de Bécancour and Ville de Bécancour

WHEREAS under section 29 of the Act respecting the Société du parc industriel et portuaire de Bécancour (R.S.Q., c. S-16.001), the Société is authorized to make an agreement with Ville de Bécancour concerning the application of municipal by-laws and the exercise of the powers of the town in those parts of its territory of activity which it owns;

WHEREAS under section 30 of the Act, the said parties may make an agreement to fix the amount of taxes payable by the Société;

WHEREAS under section 31 of the Act, the said parties may make an agreement concerning the reimbursement of the Société by the town for the costs of municipal services provided by the Société to enterprises situated in its territory of activity;

WHEREAS the said parties made an agreement concerning the said matters for the period from 1 April 1995 to 31 March 2000;

WHEREAS in accordance with section 32 of the Act, amended by section 13 of Chapter 43 of the Statutes of 1999, the Agreement was transmitted to the Minister for Industry and Trade and the Minister of Municipal Affairs and Greater Montreal before its approval by the Government;

WHEREAS under section 34 of the Act, every agreement shall be published in the *Gazette officielle du Québec*;

WHEREAS it is expedient to approve the said Agreement;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for the Economy and Finance and Minister of Industry and Trade, the Minister for Industry and Trade and the Minister of Municipal Affairs and Greater Montreal:

THAT the Agreement for the period from 1 April 1995 to 31 March 2000, made by the Société du parc industriel et portuaire de Bécancour and Ville de Bécancour, concerning the application of municipal by-laws and the exercise of the powers of the town in those parts of its territory which it owns, the amount of taxes payable by

the Société and the reimbursement of the Société by the town for the costs of municipal services provided by the Société to enterprises situated in its territory of activity, attached to this Order in Council, be approved.

MICHEL NOËL DE TILLY
Clerk of the Conseil exécutif

AGREEMENT

BETWEEN

LA SOCIÉTÉ DU PARC INDUSTRIEL ET PORTUAIRE DE BÉCANCOUR, a body corporate established in the public interest under the provisions of the Act respecting the Société du parc industriel et portuaire de Bécancour (R.S.Q., c. S-16.001), having its Head Office at 1000 boulevard Arthur-Sicard, in the City of Bécancour, GOX IBO, here acting through and represented by the Chairman of its Board of Directors, Mr. Léopold Gagnon, and by its Vice-President, Mr. Serge Girard.

Hereinafter called “the Corporation” or “the S.P.I.P.B.”

AND

THE CITY OF BÉCANCOUR, a body corporate established in the public interest by Letters Patent delivered by the Lieutenant Governor in Council of the Province of Québec, in date of October 17, 1965, having its Head Office at 1295 avenue Nicolas-Perrot, in the City of Bécancour, GOX IBO, and issued under the provisions of the Act respecting the Voluntary Amalgamation of Municipalities, (13-14 Elizabeth II, c- 56), having an office at City Hall in the City of Bécancour, County of Nicolet, here acting through and represented by its Mayor, Mr. Maurice Richard, and by the Director-General and Deputy Clerk, Mr. Jules Thibeault, duly authorized to act in the present Agreement under the terms of Resolution 98-295 adopted at a meeting of the Municipal Council held on November 9, 1998.

Hereinafter called “the City”

1. PREAMBLE

WHEREAS the parties herein are empowered to conclude the present Agreement under the provisions of sections 29, 30 and 31 of the Act constituting the S.P.I.P.B.;

THE PARTIES DO HEREBY agree as follows:

The present preamble shall be deemed to be an integral part of the present Agreement.

2. DEFINITIONS

a) The “Park Enterprises” shall designate those industries or businesses located or to be located within the territory of activity of the Société and for which the Corporation provides services of a municipal nature.

b) The “Constituting Act” shall mean the Act under whose provisions the S.P.I.P.B. was set up, this Act being R.S.Q., c. S-16.001, entitled: “An Act respecting the Société du parc industriel et portuaire de Bécancour”.

c) “Port Facilities” shall mean the part of territory of activity of the Société that is reserved for the handling and stevedoring of goods transported by ship and shall include the quayside, docks and outdoor storage areas.

d) “Corporation streets” shall mean those roads and streets built by the Corporation and lying within the territory of activity of the Société.

e) “Territory of activity of the Société” and “Bécancour Waterfront Industrial Park” shall mean the territory described in Schedule I of the Corporation Act.

3. DURATION OF AGREEMENT

The present agreement shall remain in force for two (2) years, that is to say from April 1, 1998 to March 31, 2000.

On expiry, the present Agreement shall be automatically renewed for another period of two (2) years unless one of the contracting parties should notify the other contracting party of its wish to re-negotiate the Agreement, in which case the first party shall so advise the second party by means of a notice of intent delivered no later than ninety (90) days prior to the said date of expiry of the Agreement.

With regard to the period elapsed between the previous Agreement and the present Agreement, to wit the period from April 1, 1995 to March 31, 1998, the parties agree to apply Decree No. 239-94, except with regard to the payment of property taxes for the period between April 1, 1997 and March 31, 1998 which is covered by the terms of the judgment handed down by the Municipal Commission on October 21, 1997.

4. OBLIGATIONS OF THE CITY

The City of Bécancour agrees, at its own expense:

a) to provide all firms and businesses located on the territory of activity of the Société with those quantities of potable water required for their needs in consider-

ation of a metered water tax established on a uniform tariff basis for all industrial and business users of the City of Bécancour;

b) to assume the costs of maintaining and operating the water supply system, the pumping station and the potable water reservoir located within the territory of activity of the Société and owned by this latter, including the cost of electricity, of repairs and of replacement of defective equipment and material, but not including the water supply system located within the port facilities, which shall fall within the exclusive competence of the S.P.I.P.B. The costs of any major repairs that affect the viability of the water reservoir and that are not consequent on a failure to provide proper maintenance shall be shared equally by the City and the Corporation;

c) to take out on behalf of the Corporation fire insurance and third-party liability insurance providing coverage for the potable water reservoir, the pumping station, together with their contents, and all other insurable assets for an amount up to and including their replacement value. The Corporation shall be named as additional insured and the City shall provide the Corporation with certified copies of the insurance policies at the beginning of each tax year;

d) to provide, within the territory of activity of the Société, all those services of a municipal nature that are offered to the other industrial and business users of the City of Bécancour, but not including those services provided by the Corporation as described in the present Agreement;

e) to provide the S.P.I.P.B. at no cost to the Corporation, with all the potable water it requires to carry out its own operations.

5. OBLIGATIONS OF THE CORPORATION WITHIN THE TERRITORY OF ACTIVITY

The Corporation agrees, at its own expense:

a) to maintain the streets and roads of the Corporation in all seasons, such maintenance to include snow removal, the replacing of bituminous concrete wearing surfaces, and all other similar work, as needed;

b) to maintain and repair as necessary the sanitary sewer systems under its administration, including the pumping station, storm-water system and the lagoons;

c) to maintain and repair the lighting network in the streets and roads of the Corporation and to pay for its expenditure of electricity;

d) to build and construct all such new infrastructures of a municipal nature as shall be necessary to enable the S.P.I.P.B. to meet its obligations within the territory of activity of the Société;

e) to pay annually the sums needed to reimburse the yearly instalments on the long-term loan as provided for under the terms of Regulation 44 of the City of Bécancour.

6. LAND USE MANAGEMENT

The City and the Corporation shall, by virtue of the authority vested in them under the terms of section 29 of the Constituting Act, set up a bipartite Consultative Committee whose task shall be to study any question relating to the adoption or amendment of any standard, norm, regulation or resolution relative to any question concerning the environment, zoning, or emergency measures that may or will be applied within the territory of activity of the S.P.I.P.B.

The said Committee will be made up of five (5) members, three (3) of whom will be appointed by the City and two (2) by the S.P.I.P.B.

The Committee will meet as often as required.

The mandate of members will be for a period of three (3) years, renewable.

The provisions of the Act respecting land use planning and development (R.S.Q., c. A-19.1) shall be suppletive to the present section should the parties to the Agreement be unable to come to an understanding.

All members of the Committee shall be notified of the holding of a meeting no later than ten (10) days prior to the date for which it is scheduled.

7. FINANCIAL COMPENSATION

a) In consideration of the services of a municipal nature provided by the S.P.I.P.B. within the territory of activity of the Société, the whole in conformity with the provisions of section 31 of the S.P.I.P.B. Act, the City shall, by way of reimbursement, pay the Corporation financial compensation in the amount of \$530,000.00 for the period from April 1, 1998 to March 31, 1999.

By way of reimbursement of the water tax, the City shall pay the Corporation the sum of \$320,000.00 for the period from April 1, 1998 to March 31, 1999.

The amounts calculated here above for the period from April 1, 1998 to March 31, 1999 correspond to

1.5040 % of the rental value of the business premises located within the Park, as recorded on the rental value assessment roll in date of January 1, 1998.

b) The total amount to be paid each year shall be reassessed annually as at January 1, when the said roll is balanced, and the parties to the present agree that the amount paid in consideration of the services of a municipal nature and as reimbursement of the water tax shall be an amount no less than the amounts determined as per above.

c) These annual amounts shall be payable in two equal instalments and shall become due on April 1 and September 1 of each year.

d) Exceptionally, should the requirements for services of a municipal nature described in subsections *a*, *b* and *c* of section 5 differ from those provided for at the time of signature of the present Agreement, the Corporation, after consulting the Park Enterprises, shall determine the monetary contribution it requires and shall inform the City of the percentage of the value of the rental value assessment roll that should be paid to the S.P.I.P.B. in order to re-adjust the financial compensation provided for here above and to synchronise it accurately with the effective needs of the Corporation.

e) In order to implement the process provided for in subsection *d* above, the Corporation shall notify the City of any changes to be made by notice delivered prior to September 30 of the year preceding the targeted tax year.

8. MUNICIPAL TAXES

The Corporation agrees to pay to the City an annual sum of \$137,500.00 to be considered as payment in full of all municipal taxes.

9. DELEGATION OF POWERS

In conformity with section 29 of the S.P.I.P.B. Act, the City shall delegate to the Corporation its regulatory powers with regard to the parking and movement of motor vehicles as provided for in sections 415 (6), 415 (29), 415 (30), (30.1), 415 (32) of the Cities and Towns Act and in section 626 (4) to (12) of the Highway Safety Code.

10. ANNULMENT CLAUSE

The present Agreement replaces the Agreement signed between the City and the Société du parc industriel et portuaire de Bécancour, on November 2, 1993 and authorized by Decree No. 239-94 dated February 9, 1994.

11. NOTIFICATIONS

The notifications provided for in the present Agreement shall be delivered by any means that allows for the establishing of proof that they have been received by the intended addressee.

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEIR SIGNATURES AS FOLLOWS:

LA SOCIÉTÉ DU PARC INDUSTRIEL ET PORTUAIRE DE BÉCANCOUR

At the City of Bécancour on this 2nd day of December, 1998

(s) Léopold Gagnon

(s) Serge Girard

CITY OF BÉCANCOUR

At the City of Bécancour on this 25th day of November, 1998

(s) Maurice Richard

(s) Jules Thibeault

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Gouvernement du Québec

O.C. 400-2000, 29 March 2000

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

**Physiotherapists
— Committee on training**

Regulation respecting the committee on training of physiotherapists

WHEREAS, under the second paragraph of section 184 of the Professional Code (R.S.Q., c. C-26), the Government may, by regulation and after consultation, fix the terms and conditions of cooperation between the order concerned and the authorities of the educational institutions that issue diplomas giving access to permits or specialist's certificates of the order concerned;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the Regulation was published as a draft in Part 2 of the *Gazette officielle du Québec* of 9 June 1999 with a notice that it could be made by the Government upon the expiry of 45 days following that publication;