

Regulations and other acts

Gouvernement du Québec

O.C. 708-2000, 7 June 2000

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

Forest transport contracts

Regulation respecting forest transport contracts

WHEREAS under paragraph *n* of section 5 of the Transport Act (R.S.Q., c. T-12), the Government may, by regulation, determine the requirements applicable to estimates, contracts, bills of lading and shipping documents in the case of a carrier or any person to whom the Act respecting owners and operators of heavy vehicles (R.S.Q., c. P-30.3) applies and under paragraph *q* of that section, the Government may, by regulation, prescribe the necessary forms for the administration of the Act;

WHEREAS under section 47.1 of the Act, replaced by section 12 of Chapter 82 of the Statutes of 1999, any contract for the transport of timber that has undergone only cross-cutting, stripping or barking, from forests in the domain of the State, must comply with the stipulations prescribed by regulation, which may provide rules for conciliation and arbitration;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft of the Regulation respecting forest transport contracts was published in Part 2 of the *Gazette officielle du Québec* of 23 December 1999, with a notice that it could be made by the Government upon the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

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

THAT the Regulation respecting forest transport contracts, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Regulation respecting forest transport contracts

Transport Act
(R.S.Q., c. T-12, s. 5, pars. *n* and *q* and s. 47.1; 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 (R.S.Q., c. P-30.3) 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 procedures 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 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 to 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 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 of the receiver 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 set out 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 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 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, shall 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 cer-

tificates 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 Material respects the signing and speeds posted by the SHIPPER, where applicable and, provided that the SHIPPER informed beforehand the CARRIER of any safety standard and requirement imposed by the SHIPPER provided for in statutes or regulations applicable 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 and written notice of at least thirty (30) days; give the SHIPPER a certificate issued by the insurers concerned or on their behalf attesting the existing of one or several insurance contracts that comply with the provisions of this section; where 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, whichever applies.

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, where applicable, may hypothecate or otherwise alienate all or a portion of Contract rights arising from any Bill of lading in favour of any financial institution that has granted it credits without it being necessary to obtain the SHIPPER'S or CARRIER'S consent, where applicable. 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 stipulations 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 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 a 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 mass or volume of 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 to the CARRIER'S address listed in the SHIPPER'S registers or in any other manner agreed upon by the SHIPPER and the CARRIER, for mass or volume of 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 mass of transported Material,

(1) the CARRIER is entitled, for each delivery of 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 mass of transported Material, provided that in respect of each delivery the limits of the total loaded mass 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 1 500 kilograms;

(2) the CARRIER is entitled to only, for each delivery of Material in accordance with the provisions of this Contract, a remuneration provided for in sections 15 to 18 and in Schedule 8 established on the basis of the real mass of transported Material without exceeding the limits of the total loaded mass 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 mass 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 1 500 kilograms.

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

(1)	• real mass of transported Material	55 500 kg
	• limits of total loaded mass prescribed (55 500 kg) increased by 1 500 kg	57 000 kg
	• remuneration established on the basis of, or payment made for	55 500 kg
(2)	• real mass of transported Material	56 500 kg
	• limits of total loaded mass prescribed (55 500 kg) increased by 1 500 kg	57 000 kg
	• remuneration established on the basis of, or payment made for	56 500 kg
(3)	• real mass of transported Material	57 100 kg
	• limits of total loaded mass prescribed (55 500 kg) increased by 1 500 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 for the only 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, where applicable, 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 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), increased by one percent (1%), the interest being computed daily and payable on demand.

FORCE MAJEURE

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 majeure;

(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 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 in question shall notify immediately the other party in writing of the expiry 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.

DURATION

26. Notwithstanding its actual performance date, this Contract has effect from the date and time set out in Schedule 9 and terminates on the date and time set out in Schedule 9, unless it expires on an earlier date by reason of a circumstance described in section 25.

Notwithstanding the first paragraph, this Contract may still have effect after the expiry of its duration, 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 delay than that provided for hereunder, where applicable:

(1) if this Contract expires as provided for in section 26 and subject to what is mentioned therein;

(2) if a party to this Contract becomes insolvent, is subject to a receiving order, final and not susceptible of appeal or, if such order is susceptible of appeal, the delay for appealing it being 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 final decision and not susceptible of appeal or, if such judgment, order or decision is susceptible of appeal, the delay for appeal being 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 this Contract;

(5) if a party to this Contract fails to perform a Contract obligation other than any obligation provided for in paragraph 3 and if that failing 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 this 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 breakage of the latter.

INALIENABILITY

28. Subject to section 42, no party to this Contract may alienate all or a portion of Contract rights and obligations unless that party has first obtained agreement to do so in writing from the other party. Notwithstanding the provisions of section 41, any party to this Contract may hypothecate or alienate all or a portion of contract rights arising from this Contract in favour of any financial institution having granted it credits without it being necessary to obtain the other party's consent.

TERMS OF REFERENCE

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

ASSISTANCE / REPRESENTATION

30. The CARRIER acknowledges that, for the purposes of negotiation with the SHIPPER of the provisions of this Contract, he had the liberty of choosing to be assisted or represented by a person of his choice having no direct or indirect relationship with the SHIPPER, he has used that liberty and that, where applicable, that negotiation was carried out in his presence and in the presence of the person assisting or representing him.

31. The SHIPPER acknowledges that, for the purposes of negotiation with the SHIPPER of 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 have the liberty of choosing 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 negotiation may be made in the absence of the CARRIER. In the circumstances described above, the CARRIER shall be free to choose not to be assisted or represented by anyone.

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

- (1) the CARRIER himself, if he is a natural person;
- (2) the director general or main officer of the cooperative, if the CARRIER is a cooperative;
- (3) the associate having control of 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 director general of the partner, if the CARRIER is a limited partnership constituted under the provisions of the Civil Code of Québec;

(5) the natural person having control of 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 acknowledges to the CARRIER a hiring rank related exclusively to the transport of the Material

(1) intended for a wood processing plant set out in Schedule 11 (the "Plant");

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

(3) transported or susceptible to be transported only by means of a vehicle or, where applicable, of each vehicle of the CARRIER set out 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, at the same time, to the Plant, to the Operation and 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 see that the CARRIER'S hiring rank be 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 attached only and at the same time to the Plant and the Operation.

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

(1) if, at any time throughout 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, where applicable, to 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, where applicable, that 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, where applicable, that 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 be in force, progresses automatically from the loss or decline of the hiring rank

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

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

38. The CARRIER has at all times a right of management authorizing him to operate or use, for the transport of the Material from the Operation for the purposes of the Plant, any vehicle of which he is the owner or lessee within the meaning of the Civil Code of Québec, without allowing the SHIPPER to exercise the right of management to terminate this Contract before its expiry except in any of the circumstances provided for in paragraphs 2 to 5 of sections 27.

Where, at any time throughout this Contract, the SHIPPER exercises the aforementioned right of management, the vehicle of which he is the owner or lessee 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 what is provided for in 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 is expired in accordance with the provision of paragraph 1 of section 27 without transport activities of 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, where applicable, that 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, where applicable, 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 ownership, subject to section 42;

(6) if any of the CARRIER'S vehicles listed in Schedule 11 ceases to be the CARRIER'S exclusive ownership, 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 for 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 for a CARRIER to proceed 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, where applicable, that child had accumulated, on the date of the transfer, at least one thousand and five hundred (1 500) hours of driving of the CARRIER'S vehicle or of any of the CARRIER'S vehicles listed in Schedule 11; in similar circumstances, the CARRIER'S hiring rank declines to be ranked on the date on which the first hour of driving by the spouse or, where applicable, 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 having, on the date of the transfer, control of that partnership provided that it be established that the spouse, or, where applicable, the child had accumulated, on the date of the transfer, at least one thousand and five hundred (1 500) hours of driving of the CARRIER'S vehicle or of any of the CARRIER'S vehicles listed in Schedule 11; in similar circumstances, the CARRIER'S hiring rank declines to be ranked on the date on which the first hour of driving by the spouse or, where applicable, 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, where applicable, of any child of the shareholder having, on the date of the transfer, control of that legal person provided that it be established that the spouse, or, where applicable, the child had accumulated, on the date of the transfer, at least one thousand and five hundred (1 500) hours of driving of the CARRIER'S vehicle or of any of the CARRIER'S vehicles listed in Schedule 11; in similar circumstances, the CARRIER'S hiring rank declines to be ranked on the date on which the first hour of driving by the spouse or, where applicable, that child was performed.

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

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

In the event of the aforementioned authorized transfer, the transferee shall benefit from 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 taken knowledge of 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") and where a photocopy is attached as Schedule 13 of this Contract. Notwithstanding any provision

inconsistent with sections 33 to 42, the SHIPPER and CARRIER agree that the CARRIER'S hiring rank may be affected in the circumstances described in sections 8 and 9 of the Agreement in Principle and accept to be bound by the provisions of sections 8 and 9 of the Agreement in Principle, to the extent that they may be concerned, as if they had signed the Agreement in Principle themselves.

CONCILIATION

44. Any dispute or disagreement ("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 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 elements:

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

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

47. The Defendant must, within ten (10) days from receipt of the Notice of conciliation, send to the Plaintiff a notice confirming the choice of the 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 choice of the proposed conciliator by the Plaintiff and to send to the latter the identity of the second conciliator within the time prescribed in section 47, the Defendant is deemed to have accepted the by the choice of the proposed conciliator by the Plaintiff, which shall act alone.

49. If a second conciliator has to be designated in accordance with section 47, the two (2) conciliators thus designated must, within ten (10) days upon the designation of the second conciliator, proceed with the

designation of a third conciliator, which is called upon to preside 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 choosing the third conciliator within the aforementioned time prescribed, the choice of the third conciliator must, upon the request of the most diligent party, be referred to to make such designation 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 conciliator has not been designated in accordance with sections 47 and 48 or within thirty (30) days following the designation of a third conciliator, where applicable, in a place located in the judicial district referred to in section 49.

51. The conciliator's decision or the Conciliation committee's decision must 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 only assumes a character of recommendation for the parties and does not relate them in any way.

53. The fees for conciliation are assumed by the parties to this Contract, in equal shares between them.

54. The parties to this Contract agree that the provisions currently in force of sections 940 to 947.4 of the Code of Civil Procedure of Québec (R.S.Q., c. C-25) 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, where applicable, 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 preceding, the parties to this Contract shall keep their recourse before the ordinary courts of law in respect of injunction.

ARBITRATION

56. Any dispute or disagreement (Dispute subject to arbitration) related to the CARRIER'S hiring rank, including as for his existence, his validity, his

acknowledgement and loss and as for the application and interpretation of the related provisions shall be settled definitely by arbitration and, excluding 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 must be rendered in writing or 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, from its homologation by a competent court of jurisdiction, shall be enforceable in respect of the parties to this Contract.

59. The fees for arbitration shall be supported entirely by the losing party, unless the arbitrator or the Arbitration committee decides otherwise.

CURRENCY

60. Wherever, in this Contract, the term "dollars" or the "\$" symbol is used, that term shall refer to the legal tender in Canada.

RENUNCIATION

61. Notwithstanding any inconsistent provision of the Civil Code of Québec, the SHIPPER shall renounce to his right to cancel unilaterally this Contract, except if the CARRIER fails to comply with any of the obligations arising therefrom.

NOTICE

62. Subject to any inconsistent express provision provided for 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 the postal service, by prepaid and priority mail or by fax if it is available to each of the parties, to the address of the addressee appearing at the beginning of this Contract or, where applicable, to the fax number indicated therein.

63. The day on which the person-to-person delivery is made or the working day following a mailing with the postal service or transmission by fax, where applicable, 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 notice forwarded in accordance with this Contract.

DEMAND NOTICE

65. The only elapsed 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 or without it being necessary to put it in default, otherwise than in accordance with the notices provided for in this Contract.

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 the adequate explanations on their nature and scope.

SEVERABILITY OF CONTRACT

67. The cancellation of a provision of this Contract does not cancel the other provisions of that Contract.

APPLICABLE LAW

68. This Contract shall be governed by the laws in force in 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 set out 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 are part and parcel hereof.

PLACE

71. Notwithstanding the real place in which 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 MATERIAL TO BE TRANSPORTED

SHIPPER
_____CARRIER

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 2**

POINT OF LOADING AND POINT OF UNLOADING

POINT OF LOADING:

POINT OF UNLOADING:

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): **SCHEDULE 3**

SPECIFICATIONS 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
_____SHIPPER
_____CARRIER
_____**SCHEDULE 6**

UNLOADING OF MATERIAL

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

(check)

the SHIPPER the CARRIER the person whose name or corporate name is (specify): **SCHEDULE 4**

SPECIFICATIONS 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:

SHIPPER
_____CARRIER

SCHEDULE 7**AVERAGE 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**DURATION**

The duration of the Contract to which this Schedule is attached begins at 12.01 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 from 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 from the other accounts;

(2) making up of a committee composed of an equal number of the SHIPPER'S representatives and of the representatives of all the shippers whose services shall be retained by the SHIPPER, during the contract to which this Schedule is attached, for the purposes of the transport of the Material from a same Operation for the purposes of a same Plant;

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

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 hiring rank acknowledged to 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 period of payment (in that respect, a simple reference to "Rf. Contract" will suffice).

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

N.B. No value of the Material to be transported shall be indicated in 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 vehicles that must be signed between a SHIPPER and a CARRIER as of 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 lengthwise or otherwise) from the public forest to a wood processing plant.

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

4. The Contract provides that the CARRIER benefits from a right to negotiate with a SHIPPER the monetary clauses and other transport conditions subject thereto. To that end, the Contract stipulates that:

(a) the CARRIER benefits from the right to be represented;

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

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

(d) in the event of any other dispute from the Contract, the parties may resort to conciliation, the result of which is 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 right of management (without, however, leasing trucks on a short term basis).

5. Under the Contract, the CARRIER and the SHIPPER will agree to a means that they consider efficient so that the legislation and regulation governing the loads on the public road network of Québec be complied with.

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) will be established initially on the basis of the "seniority list" or the "recall list" available from the SHIPPER where the transport activities terminated in the Spring of 1999 or, failing such list, of a common agreement between the SHIPPER and the CARRIERS related by contract to that SHIPPER on 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 to 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") of whom a client retains the services to carry out forest activities (including the transport of those materials) and a CARRIER, any contract including transport activities of forest material 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 concerned; 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, the client concerned will enjoy 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, 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 retained the services of a "New Contractor" if there are associates (within the meaning of the Canada Business Corporations Act) between that New Contractor and the previous Contractor.

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 shall entrust to any Contractor transport activities of forest material 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 (12)-month period following the deadline of the Original Contract, that Contractor, following the same CARRIER’S hiring rank whose services had been retained 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 section 9, a client shall not be deemed to have retained the services of a “New Contractor” if there are associates (within the meaning of the Canada Business Corporations Act) between that New Contractor and the previous Contractor.

10. The parties agree to submit a project of the Contract to the Minister of Transport in order to verify its legal aspect and to make it mandatory to all the SHIPPERS and CARRIERS concerned.

11. That agreement shall last five (5) years.

12. Notwithstanding the real date of the Contract, that agreement shall be entered into and effective as of 1 October 1999.

3687

Gouvernement du Québec

O.C. 732-2000, 14 June 2000

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

School tax — Computation of the maximum yield for the 2000-2001 school year

Regulation respecting computation of the maximum yield of the school tax for the 2000-2001 school year

WHEREAS under subparagraphs 1, 2 and 3 of the first paragraph of section 455.1 of the Education Act (R.S.Q., c. I-13.3), the Government shall, by regulation, determine the rules for establishing the allowable number of

students for computing the maximum yield of the school tax that the school board and the Conseil scolaire de l’île de Montréal may levy and the rates of increase of the amounts per student and of the base amount referred to in section 308 of the Education Act;

WHEREAS under section 12 of the Regulations Act (R.S.Q., c. R-18.1), a proposed regulation may be made without having been published as provided for in section 8 of that Act, if the authority making it is of the opinion that the fiscal nature of the norms established, amended or repealed thereby warrants it;

WHEREAS under section 18 of that Act, a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* where the authority that has made it is of the opinion that the fiscal nature of the norms established, amended or repealed thereby warrants it;

WHEREAS the Government is of the opinion that the fiscal nature of the norms established by the Regulation justifies the absence of prior publication and such coming into force;

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

THAT the Regulation respecting computation of the maximum yield of the school tax for the 2000-2001 school year, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Regulation respecting computation of the maximum yield of the school tax for the 2000-2001 school year

Education Act
(R.S.Q., c. I-13.3, s. 455.1, 1st par., subpars. 1, 2 and 3)

1. For the computation of the maximum yield of the school tax for the 2000-2001 school year, provided for in section 308 of the Education Act (R.S.Q., c. I-13.3), the allowable number of students shall be determined by

(1) calculating the number of four-year-old preschool students who may be taken into account, by multiplying by 1.00 the number of such students legally enrolled for a minimum of 144 half days on 30 September 1999 in the schools that are under the jurisdiction of the school board;