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Comité sur la sténographie  
Barreau du Québec  
445, boulevard Saint-Laurent  
Montréal (Québec) H2Y 3T8

## SCHEDULE II

(s. 42)

### FILING OF STENOGRAPHIC AND PERSONAL NOTES

NAME OF STENOGRAPHER : \_\_\_\_\_

STORAGE LOCATION : \_\_\_\_\_

PERIOD : JANUARY TO  
DECEMBER 2005

January 2005	Box 1 (2005)
February 2005	
March 2005	
April 2005	
May 2005	
June 2005	
July 2005	
August 2005	
September 2005	
October 2005	
November 2005	
December 2005	

In addition, a list of the cases in which transcription was not requested must be prepared indicating the date on which the notes were taken, the number of the case and the names of the parties.

7547

Gouvernement du Québec

### O.C. 251-2006, 29 March 2006

An Act respecting the Société du parc industriel et portuaire de Bécancour  
(R.S.Q., c. S-16.001)

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 parties are also authorized to make an agreement to fix the amount of taxes payable by the Société;

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

WHEREAS the parties made an agreement concerning those matters for the period from 1 April 2002 to 31 March 2006;

WHEREAS, in accordance with section 32 of the Act, amended by section 196 of chapter 28 of the Statutes of 2005, a copy of the Agreement was transmitted to the Minister of Economic Development, Innovation and Export Trade and to the Minister of Municipal Affairs and Regions before its approval by the Government;

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

WHEREAS it is expedient to approve the Agreement;

IT IS ORDERED, therefore, on the recommendation of the Minister of Economic Development, Innovation and Export Trade and the Minister of Municipal Affairs and Regions:

THAT the Agreement 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 the municipal services provided by the Société to enterprises situated in its territory of activity, attached to this Order in Council, be approved.

ANDRÉ DICAIRE,  
*Clerk of the Conseil exécutif*

## AGREEMENT

## BETWEEN

THE SOCIÉTÉ DU PARC INDUSTRIEL ET PORTUAIRE DE BÉCANCOUR, a legal person 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, Ville de Bécancour, G9H 2Z8, herein acting through and represented by the Chair of its Board of Directors, Henri Boudreau, and by its Vice-President, Serge Girard.

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

## AND

VILLE DE BÉCANCOUR, a legal person established in the public interest by letters patent issued by the Lieutenant Governor in Council of the Province of Québec on 17 October 1965, having its head office at 1295 avenue Nicolas-Perrot, Ville de Bécancour, G9H 1A1, the letters patent issued under the provisions of the Act respecting the voluntary amalgamation of municipalities, (13-14 Elizabeth II, chapter 56), having an office at the Town Hall in Ville de Bécancour, herein acting through and represented by its Mayor, Maurice Richard, and by the Director-General and Deputy Clerk, Jules Thibeault, duly authorized to act in this Agreement under the terms of Resolution 04-328 passed at a meeting of the Municipal Council held on 18 October 2004.

Hereinafter called “the Town”

## 1. PREAMBLE

WHEREAS the parties herein are empowered to make this 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 Preamble is an integral part of this Agreement.

## 2. DEFINITIONS

(a) “park enterprises” means the industries or businesses located or to be located within the territory of activity of the Société and to which the Société offers services of a municipal nature;

(b) “constituting Act” means the Act under whose provisions the Société du parc industriel et portuaire de Bécancour was constituted, that 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” means the part of territory of activity of the Société reserved for the handling and stevedoring of goods transported by ship, and includes the wharves, docks and outdoor storage areas;

(d) “streets of the Société” means the roads and streets built by the Société within the territory of activity of the Société;

(e) “territory of activity of the Société” and “Bécancour waterfront industrial park” mean the territory described in Schedule I to the Act respecting the Société.

## 3. TERM OF THE AGREEMENT

This Agreement is effective from 1 April 2002 to 31 March 2006.

For the period between 1 April 2002 and 31 March 2004, the parties agree to apply the former agreement, approved by Order in Council 392-2000 dated 29 March 2000.

For the period from 1 April 2004 to 31 March 2006, the parties agree to apply the provisions of this Agreement.

On expiry, this Agreement is to be automatically renewed for periods of two (2) years unless one of the parties informs the other party of its wish to re-negotiate the Agreement, in which case that party must serve notice on the second party not later than ninety (90) days before the date of expiry of the Agreement.

## 4. OBLIGATIONS OF THE TOWN

Ville de Bécancour undertakes, at its own expense,

(a) to provide all enterprises located in the territory of activity of the Société with the quantities of potable water required for their needs in consideration of a metered water tax established on a uniform tariff basis for all the industrial or commercial users in Ville de 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 the Société, including the cost of electricity, repairs and replacement of defective equipment and material, but not including the water supply system located within the port facilities, which is within the exclusive authority of the S.P.I.P.B. Major repairs that affect the viability of the water reservoir and that do not result from a failure to provide maintenance are to be shared equally by the Town and the Société.

It is also agreed that the costs relating to the construction of a new potable water reservoir in the Bécancour industrial park and port and all incidental charges, expenses and work are to be shared equally by the Town and the Société.

(c) to take out on behalf of the Société the following insurance coverage :

— property insurance coverage on full replacement value for the potable water reservoir and the pumping station ;

— machine breakdown insurance coverage on accidental damage to the equipment installed at the potable water reservoir and the pumping station ;

— civil liability insurance containing coverage for a maximum of \$5,000,000 for material harm, bodily harm or loss of use (including lessee liability insurance) and personal injury.

The following provisions are applicable to each type of coverage :

— deductible assumed by the Town and the Société in equal parts ;

— guarantee included for extra operating costs ;

— the Société named as an additional insured.

The insurance coverage must be in force for the entire term of the Agreement and its renewal periods. A notice by registered mail must be sent to the Société not less than 60 days before the effective date of any cancellation or reduced guarantee clause.

Evidence of insurance in the form of a certificate of insurance and, for each extension of term, a certificate of renewal of insurance, must be sent to the Société.

(d) to provide, within the territory of activity of the Société, all the services of a municipal nature that are offered to the other industrial or commercial users in Ville de Bécancour, excluding the services provided by the Société as described in this Agreement ; and

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

## 5. OBLIGATIONS OF THE SOCIÉTÉ WITHIN THE TERRITORY OF ACTIVITY

The Société undertakes, at its own expense :

(a) to maintain the streets and roads of the Société in all seasons, such maintenance to include snow removal, the replacing of bituminous concrete wearing surfaces, and all other work of a similar nature, 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 Société and to pay for the electricity expense ;

(d) to build all new infrastructures of a municipal nature necessary to enable the S.P.I.P.B. to fulfill its obligations within the territory of activity of the Société ; and

(e) to pay annually the sums necessary to reimburse the yearly instalments on the long-term loan as provided for under the terms of By-law 44 of Ville de Bécancour.

## 6. LAND USE MANAGEMENT

The Town and the Société are, by virtue of the authority vested in them under the terms of section 29 of the constituting Act, to set up a bipartite advisory committee whose function is to study any question relating to the adoption or amendment of any standard, norm, by-law or resolution relative to any question concerning the environment, zoning or emergency measures to be applied within the territory of activity of the S.P.I.P.B.

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

The committee will meet as often as required.

The term of the members will be for a period of three (3) years and is renewable.

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

Each member of the committee is to be advised of the holding of a meeting not later than ten (10) days before the date on which the meeting is to be held.

#### 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 Act respecting the S.P.I.P.B., the Town, by way of reimbursement, is to pay financial compensation to the Société in the amount of \$530,000.00 for the period from 1 April 2004 to 31 March 2005.

As reimbursement of the water tax, the Town is to pay to the Société the sum of \$320,000.00 for the period from 1 April 2004 to 31 March 2005.

The amounts determined above, for the period from 1 April 2004 to 31 March 2005, correspond to 2.007% of the rental value of the business establishments situated within the park, as entered on the roll of rental values on 1 January 2004;

(b) The total amount payable annually is to be reassessed according to the equilibration effected to that roll on 1 January of each year, the parties agreeing that the contribution paid as consideration for the services of a municipal nature and as reimbursement of the water tax cannot be less than the amounts set out above;

(c) The annual amounts are payable in two equal instalments and come due on 1 April and 1 September of each year;

(d) Exceptionally, should the needs for the services of a municipal nature described in paragraphs *a*, *b* and *c* of section 5 differ from those provided for at the time of the signing of this Agreement, the Société, after consulting the park enterprises, is to determine the monetary contribution it must obtain and inform the Town of the percentage of the value of the roll of rental values that must be allocated to it to re-equilibrate the financial compensation provided for above and to harmonize it with the actual needs of the Société; and

(e) To implement the process described in paragraph *d*, the Société must inform the Town of any changes to be made by a notice sent before 30 September of the year preceding the year of the proposed tax.

#### 8. MUNICIPAL TAXES

The Société undertakes to pay to the Town an annual sum of \$137,500.00 to be considered as payment in full of all municipal taxes.

#### 9. DELEGATION OF POWERS

In accordance with section 29 of the Act respecting the S.P.I.P.B., the Town is to delegate to the Société its regulatory authority provided for in paragraphs 6, 29, 30, 30.1 and 32 of section 415 of the Cities and Towns Act and in paragraphs 4 to 12 of section 626 of the Highway Safety Code in matters concerning motor vehicle parking and traffic.

#### 10. CANCELLATION CLAUSE

This Agreement replaces the Agreement signed by the Town and the Société du parc industriel et portuaire de Bécancour on 2 December 1998 and authorized by Order in Council 392-2000 dated 29 March 2000.

#### 11. NOTIFICATIONS

The notices required under this Agreement must be sent by any means allowing proof of receipt by the intended addressee to be established.

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

LA SOCIÉTÉ DU PARC INDUSTRIEL ET  
PORTUAIRE DE BÉCANCOUR

At Ville de Bécancour on this 19th day of July 2005

\_\_\_\_\_  
HENRI BOUDREAU

\_\_\_\_\_  
SERGE GIRARD

VILLE DE BÉCANCOUR

At Ville de Bécancour on this 1st day of August 2005

\_\_\_\_\_  
MAURICE RICHARD

\_\_\_\_\_  
JULES THIBEAULT