

DRUM STORAGE POLICY AT NUNAVIK AIRPORTS

DRUM STORAGE AT NUNAVIK AIRPORT INFRASTRUCTURES IS SUBJECT TO THE PRESENT POLICY.

NO DRUMS WILL BE ACCEPTED FOR STORAGE AT NUNAVIK AIRPORTS WITHOUT ACCEPTANCE AND STRICT COMPLIANCE WITH THE PRESENT POLICY.

ANY MERCHANT – AS DEFINED BELOW – CAN BE HELD RESPONSIBLE FOR ANY VIOLATION OF THE PRESENT POLICY.

1. Definition

In the present Policy,

- 1.1 **"Merchant"** means the owner, shipper, forwarder, carrier and consignee of one or multiple drums that will be or are stored at Nunavik airports and any other person, legal or natural, who has or may have a direct or indirect interest in one or multiple drums stored at Nunavik airports at a relevant point in time and anyone acting on their behalf. This definition can never be taken to include the Kativik Regional Government (hereinafter "KRG").

2. Covered Airports

- 2.1 The Nunavik airports where the present Policy applies are: Kangiqsualujuaq (YLU), Tasiujaq (YTQ), Aupaluk (YLA), Kangirsuk (YAS), Quaqtaq (YHA), Kangiqsujuaq (YKG), Salluit (YZG), Ivujivik (YIK), Akulivik (YKO), Puvirnituq (YPX), Inukjuak (YPH), Umiujaq (YMU) and Kuujuaaraapik (YGW).

3. Drum Storage Period

- 3.1 **Drum storage is permitted from June 1 to October 15 of each year. Drum storage outside of this period is strictly prohibited;**
- 3.2 The storage period begins when the Merchant provides the airport staff a proof of storage authorization signed by either one of the person listed in section 4.1 and ends on October 15 of the same year.

4. Storage Application

- 4.1 In order to store one or multiple drums airside at one Nunavik airport, an application containing all required information, in the format annexed herein (see Appendix B), must be sent to the KRG **by email** to both the following people:

Kativik Regional Government – Transportation Department P.O. Box 9 Kuujuaq, Quebec J0M 1C0	
Édith Sénéchal esenechal@krq.ca	Rachel Paris rparis@krq.ca

Environmental coordinator

Environmental specialist

- 4.2** Within 10 business days of receiving your application by email, the KRG will either grant an authorization for temporary storage, grant a conditional authorization for temporary storage, or refuse to grant said authorization;
- 4.3** If a conditional authorization for temporary storage is granted, the Merchant has to prove that he fulfills the condition mentioned in the conditional authorization before an authorization is granted. The 10-business day period starts running again from the moment when the KRG receives said proof of fulfillment of the conditions;
- 4.4** An application must contain the following information:
- i) Owner's name and contact information,
 - ii) Carrier's name and contact information,
 - iii) Shipper's name, base of operation and contact information,
 - iv) Consignee's name and contact information,
 - v) If applicable, forwarder's name and contact information,
 - vi) Number of drums, product being stored and its safety data sheet, which meets the standards of the *Hazardous Products Act* (RSC 1985, c H-3) and regulation enacted pursuant to it,
 - vii) Method of transportation to and from the site,
 - viii) Planned final destination of drums after they have served their purpose,
 - ix) Estimated duration of storage, estimated start and end dates;
- 4.5** Sending an application per Section 4.1 constitutes an offer by the Merchant to store one or multiple drums in compliance with the present Policy. The grant of an authorization by the KRG constitutes acceptance of the Merchant's offer to store;
- 4.6** The KRG reserves the right to ignore incomplete applications;

5. Policies

- 5.1** Only drums which have been pre-filled by the product manufacturer, usually at a refinery or bulk storage facility, for the purpose of supplying a pre-packaged product, will be accepted for storage at Nunavik airports;
- 5.2** Nunavik airport staff will fulfill the authorization for the temporary storage of drums only where the Merchant provides them with proof of said authorization made and received in compliance with division 4. STORAGE APPLICATION;
- 5.3** Drums shall be stored in an area designated by Nunavik airport staff and in compliance with daily airport operations, away from traffic areas and shielded from any impact;
- 5.4** Drums shall be stored in conformity with CSA B836 *Storage, Handling and Dispensing of Aviation Fuels at Aerodromes* either in an upright or horizontal position with the horizontal bungs in the 3 o'clock and 9 o'clock positions. If they are stored horizontally, they shall have

- 5.5 Drums cannot be reused after they have been used once already;
- 5.6 Drums cannot be refilled on site from another source, such as a fuel delivery truck;
- 5.7 Product contained in the drums cannot be disposed of on site;
- 5.8 Depending on the airport, the location of the storage area at such airport, the number of drums currently stored or that the Merchant wishes to store, as well as the type of soil in the storage area and the duration of the storage, the Merchant may be required to provide a secondary containment system to be installed under the stored drums. The secondary containment system must be non-permeable, meet engineering standards (either geosynthetic or engineered natural material), and must have sufficient capacity to contain a minimum of 110 % of the total volume of the product stored. It must have a means to drain water/precipitation and should be protected from the weather;
- 5.9 Drums must be in good condition, sealed, and without signs of corrosion or warping. Each drum must have a label clearly identifying its contents as well as the owner's contact information. The Merchant is responsible for ensuring that all labels remain legible for the entire duration of the temporary storage period;
- 5.10 At the beginning of the temporary storage period and for the duration of the storage period, the Merchant must have an appropriate spill kit stored in close proximity to his stored drums;
- 5.11 Merchants are fully responsible for the handling of the drums during the storage period. Under no circumstances may Merchants request support from Nunavik airport staff or use airport machinery to move their drums;
- 5.12 The storage of drums must be done in accordance with all statutes and regulations applicable to said storage, particularly the *Environmental Quality Act* (CQLR c Q-2) and the *Regulation respecting hazardous materials* (r 32) enacted pursuant to it, as well as the *Canadian Environmental Protection Act*, 1999 (SC 1999, c 33) and the *Transportation of Dangerous Goods Act*, 1992 (SC 1992, c 34). Among other things, the statutes and regulation prohibit the release of a contaminant or hazardous material into the environment.

6.1 It is the sole responsibility of Merchants to dispose of all drums, whether full, partially full, or empty, in accordance with applicable statutes and regulations at the end of the temporary storage period.

7.1 Any improper handling, storage or use of drums (such as but not limited to, spillage, leakage, breakage, general disrepair of containers, non-observance of regulations) at a Nunavik

7.2 The KRG reserves the right to prohibit or interrupt drum storage for a Merchant if drums are improperly handled, stored or used or if the measures taken by the Merchant to remedy the situation are deemed insufficient, inadequate or dangerous. In such cases, the KRG will send a written notice informing the Merchant of the improper handling, storage or use of the drums or of the insufficiency, inadequacy and danger of his measures. Within five (5) days of the notice's transmission, the Merchant must submit appropriate corrective measures to the KRG for its approval. Within five (5) days of the KRG's approval of such measures, the Merchant must apply them to the satisfaction of the KRG.

8.1 Where a situation exists that creates a risk to the environment, the Merchant shall remedy the situation by repairing, rebuilding, or restoring the damaged or contaminated property in accordance with applicable legislation and regulation and within ten (10) days of either the KRG's reporting of this situation to the Merchant or the Merchant's awareness of this situation, whichever comes first;

8.2 The Merchant shall provide the KRG with plans and schedules for such work. The KRG reserves the right to refuse or request changes to the plans submitted by the Merchant.

9.1 For the duration of the temporary drum storage, the Merchant must maintain a liability insurance policy issued by an insurer licensed to underwrite insurance in the Province of Quebec covering bodily injury, death and property damage. Proof of such insurance coverage may be requested by the KRG at any time. Proof of insurance represents a financial guarantee, indemnifying and holding the KRG harmless, and in no way relieves the Merchant of the obligation to repair any damage caused. Merchants who are self-insured may be relieved from the requirement to provide proof of insurance coverage if they declare as such.

10.1 Merchants of one or multiple drums stored at Nunavik airports, solidarily, without the benefit of division or discussion, indemnify the KRG and save it harmless from and against all damages and claims and expenses of any kind or nature in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the present Policy;

10.2 The KRG shall not be liable for any damages arising from or out of any use, event or occurrence relating (directly or indirectly) to the storage of drums, or damages to property of Merchants of drums stored at Nunavik airports, from any cause whatsoever, whether or not such damages result from any and all fault or negligence of the KRG, its agents, servants

10.3 In the event of non-compliance with any condition set out in the present Policy, the KRG reserves the right to deny Merchant access to Nunavik airport infrastructures and to dispose of the stored drums. This does not limit in any way the rights of the KRG under Sections 10.4, 10.5 or 10.6;

10.4 In the event that a Merchant transports or causes drums to be transported to a Nunavik airport in breach of the present Policy, the KRG has the right to a liquid and fixed claim against the Merchant of an amount equivalent to \$6,000 per barrel, payable when the drums arrive at a Nunavik airport, and an additional \$6,000 per barrel per additional full month after their arrival. This does not limit in any way the rights of the KRG under Sections 10.3 and 10.6;

10.5 If drums have not been disposed of before the temporary storage period has lapsed, the KRG has the right to a liquid and fixed claim against the Merchant of an amount equivalent to \$6,000 per barrel, payable when the temporary storage period has lapsed, and an additional \$6,000 per barrel per additional full month after the temporary storage period has lapsed. This does not limit in any way the rights of the KRG under Sections 10.3 and 10.6;

10.6 If the Merchant fails to remedy an improper handling, storage or use of drums to the satisfaction of the KRG, the KRG may carry out the necessary work, including repairs and decontamination, in which case the Merchant shall reimburse the KRG for all costs and expenses incurred by the work. This does not limit in any way the rights of the KRG under Sections 10.3, 10.4 and 10.5.

11.1 The present Policy shall be governed and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. Any legal proceedings arising out of the present Policy or the performance of the obligations hereunder will be entrusted to the exclusive jurisdiction of the courts of Abitibi, in the locality of Kuujuaq, in the province of Quebec.

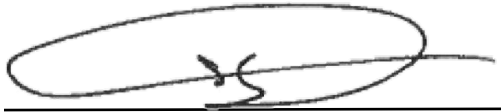
12.1 The Merchant may not assign or otherwise transfer the rights, privileges or claims conferred by the present Policy.

13. Final Provisions

- 13.1** If any section, or portion thereof, of the present Policy is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining sections of the present Policy, and each section, or portion thereof, is hereby declared to be separate, severable and distinct;
- 13.2** A waiver of any section of the present Policy shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure to insist upon the strict performance of the present Policy, or to exercise any term thereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect;
- 13.3** In the event of any conflict or inconsistency between the terms of the main body of the present Policy and any Appendix or Application Form, the terms of the main body of the present Policy shall prevail, unless otherwise expressly indicated.

Questions

Any questions concerning the present Policy can be addressed to the persons listed in Section 4.1



Ian Darling, AAE

Director, Transportation Department

Kativik Regional Government

APPENDIX A

CONTACT LIST IN THE EVENT OF A SPILL For Merchants

SPILL RESPONSE STEPS

1. **Stop** the spill
2. **Contain** the spill
3. **Secure** the site
4. **Report** the spill to the KRG airport staff
5. **Recover** the contaminant
6. **Store** the contaminated materials
7. **Dispose** of contaminated materials according to applicable regulations

In case of an emergency, please call the following services*

Fire Department 819-____-9000

Police 819-____-9111

Health Services 819-____-9090

Urgence Environnement

1-866-694-5454

*To reach local emergency services, dial the
village area code

Area code

Tasijuaq	633	Akulivik	496
Aupaluk	491	Puvirnituq	988
Kangirsuk	935	Inukjuak	254
Quaqtaq	492	Umiujaq	331
Kangiqsujuaq	338	Kuujuaraapik	929
Salluit	255	Kangiqsualujjuaq	337
Ivujivik	922		

DECLARATION

**You must report spillage, leakage, breakage and
general disrepair to the following persons as soon as
possible:**

Rachel Paris

rparis@krg.ca

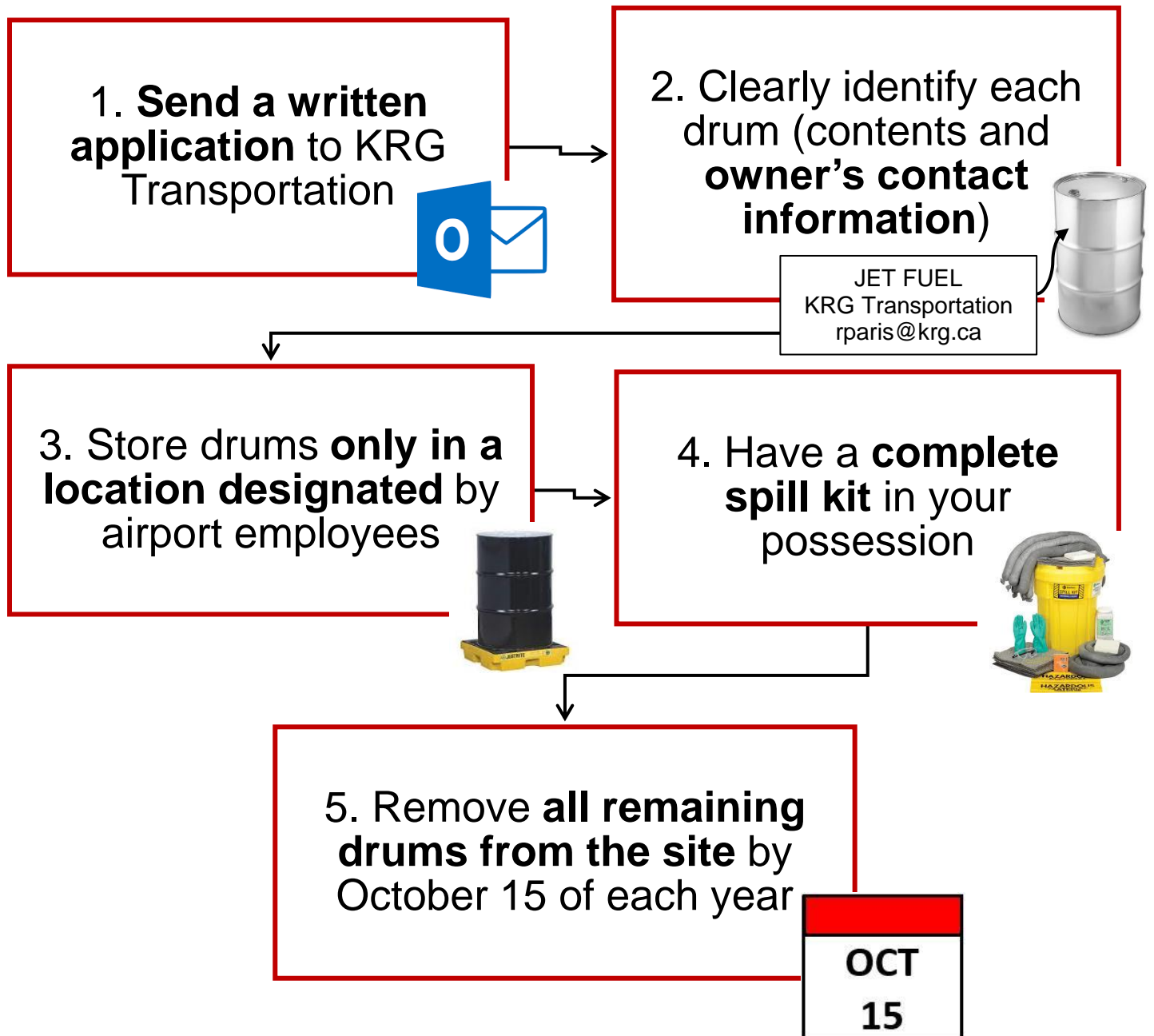
819-964-2961, ext. 2347

Édith Sénéchal

esenechal@krg.ca

819-964-2961, ext. 2421

OPERATIONAL PROCEDURE FOR STORING DRUMS AIRSIDE AT NUNAVIK AIRPORT INFRASTRUCTURES



Contacts – rparis@krg.ca and esenechal@krg.ca

APPENDIX B