



STANDARD OCCUPANCY CONDITIONS REGULATION

**ESTABLISHED UNDER
THE CANADA MARITIME ACT (S.C. 1998, c. 10)**

TROIS-RIVIÈRES PORT AUTHORITY

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CHAPTER 1

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

These Regulations apply to permit holders, occupants and holders of Rental Agreements, except where a specific rule for interpreting an application or exclusion is stipulated at the beginning of a specific section.

The following words or terms, when used as follows herein, shall have the following meaning unless the context indicates a contrary intention:

“Administrative Rule”: means any regulation, rule, directive, order, ordinance, guide, code or “condition, particularly including any rule contained herein, such that the Authority decrees or amends from time to time hereunder or under any power conferred on it under any applicable Act to the Lessees or to any Person on Port property.

“Authority”: means the Trois-Rivières Port Authority, a corporation legally constituted by Letters Patent and any Person mandated in writing to represent it.

“Dangerous Goods”: means

- i. any article, object, organism or merchandise that the Authority may, in view of its kind or quantity, designate by written notice or under the Administrative Rules as being Dangerous Goods for the purposes of application hereof; and
- ii. any article, object, organism or merchandise belonging, under any applicable Law, to the classes prescribed in the schedule of the *Transportation of Dangerous Goods Act*, 1992 (S.C. 1992, c. 34).

“Director of Operations”: means the Director of Operations or their representative designated for the purposes of managing this Regulation.

“Letters Patent”: means the Letters Patent of the Authority issued on May 1, 1999, by the Government of Canada, as amended by Supplementary Letters Patent, as the case may be, and including their respective schedules.

“Leased Premises”: means any structure, construction, installation, building or land in or on Port property and which is the subject of a Rental Agreement or a Permit or occupancy by sufferance.

“Lessee”: means any Person to whom the Authority grants a Rental Agreement or a Permit.

“Law”: means any law in force in the province of Québec, including in particular any law of Canada that applies to it.

“Occupants”: means any Person, other than a Lessee, occupying, using, entering or transiting through the Port.

“Permit”: means any permission for occupation, other than a Rental Agreement between a Lessee and the Authority for a period of three hundred sixty-five (365) days or less.

“Permit Holder”: means any Lessee to whom the Authority grants a Permit.

“Person”: means any natural or legal person, including in the latter case, a company, a corporation, or a partnership pursuant to the provisions of the *Civil Code of the Province of Québec*.

“Port”: means all of the waterways described in Schedule "A" of the Letters Patent and that are within the jurisdiction of the Authority, as well as the whole territorial jurisdiction composed of the immovable properties, management of which is entrusted to the Authority, which holds them or occupies them in accordance with Schedules "B" and "C" of the Letters Patent.

“Property of the Authority”: means all the immovables and permanent fixtures on those immovables located within the territorial jurisdiction of the Port and all the movable property of the Authority wherever it is located.

“Rental Agreement”: means any oral or written agreement between the Authority in the capacity of a lessor and a Lessee regarding the occupancy of the Leased Premises for a period over 365 days.

“Security Agency”: means any business that provides a Security Agent service and that is also known by the name "security agency."

“Security Agent”: means any natural person, regardless of whether they are employed by the Authority, mandated to ensure the Security of the Leased Premises, goods and Persons on Port property and who must comply with all of the Administrative Rules issued by the Authority from time to time in their regard.

“Security Plan”: means any notice, order, ordinance, rule or directive from the Authority to the attention of the Lessees or any other Person present on Port property for the purposes, in particular, of meeting the standards of the ISPS Code applicable under the terms of the *Marine Transportation Security Act* (S.C. 1194, c. 40), its regulations or any other code, Act or regulation pertaining to security.

“Ship”: means any "vessel" as defined in the *Canada Shipping Act, 2001* (S.C. 2001, c. 26), including any ship, boat or craft designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion or whether it is still under construction. It does not include a floating object of a prescribed class.

“Security”: means the security process, including the plans drawn up to meet the standards of the ISPS Code applicable under the terms of the *Marine Transportation Security Act* (S.C. 1194, c. 40), its regulations or any other code, Act or regulation pertaining to the security, surveillance and protection of goods and Persons.

“Terminal”: means any land, construction, shed or other facility located on Port property and leased as a terminal by the Authority to a Lessee.

1.2. INTERPRETATION

The following interpretive provisions shall apply to this document:

“Herein”: The terms "this document," "herein," "hereof" and any similar expression used in this agreement refer to the entirety of this document entitled "Regulations on General Occupancy Conditions" established under the provisions of the operating regulations.

“Time limits”: The time limits stipulated in this document are strictly imposed. All the time limits therefore have deadlines. However, if a time limit expires on a Saturday, Sunday or statutory holiday, such time limit shall be extended to the Monday following or the next non-statutory holiday day, as the case may be.

“Gender and number”: As the context requires, the masculine includes the feminine, the singular includes the plural, and vice versa.

“Law”:

- i. This document is governed by the laws of the province of Québec, including the laws of Canada that apply in Québec. The Québec courts have exclusive jurisdiction to rule on any dispute pertaining thereto.
- ii. When this document refers to a specific act, including any regulations thereof, this law includes any amendments thereto or *replacements* thereof.

“Amendment”: This agreement may be amended only in writing by the Authority.

“Reference”: In a section, unless otherwise indicated, the reference to a section includes all its subsections; the reference to a subsection includes all its paragraphs, and so on.

“Deemed”: In this agreement, the use of the participle "deemed" indicates an absolute presumption. No evidence may be held up against it.

“Headings”: The headings and subheadings of the sections, subsections and paragraphs of this agreement are inserted only to facilitate reading and shall not serve to interpret it.

CHAPTER 2

2. LEASING: PERMIT

2.1. APPLICATION OF CHAPTER 2:

Subject to any provisions to the contrary in any Rental Agreement, this **Chapter 2** applies only to Permit Holders and is deemed an integral part of every Permit. *Permit Holders*

2.2. OPERATION OF THE LEASED PREMISES

*Priority of the
Permit's
Provisions*

a) Priority of the Permit:

Without thereby restricting the scope and application of any Administrative Rule or Act, the provisions of every written Permit shall prevail over those of this **Chapter 2** in case of contradiction between the provisions of these two documents.

b) Condition of the Leased Premises:

*Joint inspection
of the Leased
Premises
before
occupancy*

Before the beginning of occupancy of the Leased Premises, the Permit Holder shall ensure that an inspection of the Leased Premises is completed in the presence of representatives of the Permit Holder and of the Authority and that this inspection of the condition of the Leased Premises is recorded in a report that will be subject to acceptance by the Authority, all subject to the provisions of **Chapter 5**, which will take priority. Subject to the contents of any document pertaining to this inspection of the Leased Premises, upon the occupancy of the Leased Premises by any Permit Holder, it shall be deemed that the Leased Premises are in good condition.

c) Term of the Permit:

Every Permit shall be granted by the Authority for a fixed period of three hundred sixty-five (365) days or less. If this period is not stipulated in the Permit, it shall be presumed irrevocably that this is a Permit commencing on the date when the Permit Holder occupied the Leased Premises or deposited goods there, whichever of these events occurs first, and ending on the date mentioned in any written notice transmitted by the Authority to the Permit Holder.

*A Permit is for
365 days or
less*

There will be no tacit renewal of a Permit. If the Permit Holder continues to occupy the Leased Premises at the expiry of the Permit without having signed an agreement for renewal or extension of this Permit, this fact shall not be interpreted as a renewal or an extension, and the Authority may exercise against the Permit Holder all the remedies at its disposal under this document, any applicable Law or any Administrative Rule.

*Tacit renewal of
Permit and
occupancy by
sufferance*

d) Occupancy of the Leased Premises:

The Permit Holder shall occupy the Leased Premises continuously for the purposes stipulated in the Permit and for no other purpose. The Permit Holder shall be solely responsible for obtaining, from any relevant public authority, any permit, licence or authorization required under any applicable Law to carry on its business on the

*Occupancy in
conformity with
Permit*

Leased Premises and the Authority makes no representation and provides no guarantee in this regard.

e) Goods Left on the Leased Premises:

All the goods left on the Leased Premises upon the expiry of the Permit shall become the Property of the Authority if the Permit Holder has not taken possession of them within five (5) days of the end of the Permit, or within any additional time limit that the Authority may determine, the whole subject to the Authority's right to store them or otherwise dispose of them at the Permit Holder's expense or to require, even after any such time limit, that the Permit Holder take possession of them.

*Goods Left on
the Leased
Premises*

f) Access to the Leased Premises:

The Authority may enter the Leased Premises at any time to examine them and for any maintenance and repair purposes. The Permit Holder shall allow any Person authorized by the Authority to visit the Leased Premises at any time.

*Examination of
the Leased
Premises by
the Authority*

g) Maintenance and Repair:

The Permit Holder shall, at its expense, conserve and maintain the Leased Premises in a good state of repair and maintenance.

*Maintenance
and repair at
the expense of
the Permit
Holder*

In the event that the Permit Holder neglects to maintain the Leased Premises in a good state of repair and maintenance, the Authority may, after five (5) days' written notice to the Permit Holder and except in the event of an emergency when no notice has to be transmitted, perform or order the performance of the maintenance and repair work required, entirely at the Permit Holder's expense.

h) Maintenance of Access Routes:

The Permit Holder shall, at its expense, keep the access routes to the Leased Premises in a good state of maintenance and free of snow, ice and debris of any kind.

*Maintenance of
Access Routes*

i) End of the Permit:

At the end of any Permit, the Permit Holder shall ensure that an inspection of the Leased Premises is completed in the presence of representatives of the Permit Holder and of the Authority and that this inspection of the condition of the Leased Premises is recorded in a report that will be subject to acceptance by the Authority, all subject to the provisions of **Chapter 5** herein, which will take priority. At the end of the Permit, the Permit Holder shall, subject to the contents of this inspection report, return the Leased Premises in the condition in which they were originally delivered, entirely to the Authority's satisfaction, failing which the Authority may do so, entirely at the Permit Holder's expense following five (5) days' written notice to this effect. To establish this general condition of the Leased Premises, the Authority may, in particular, refer to the inspection report regarding the original condition of the Leased Premises mentioned in **subsection 2.2.b** and, failing this, to the presumption stipulated therein to the effect that the Leased Premises were in good condition at that time.

*Joint inspection
of the Leased
Premises at the
end of the
Permit*

j) Notice of Defect:

The Permit Holder shall immediately notify the Authority of any defect or any damage to the Leased Premises regardless of the cause of this damage.

Notice of defect

k) Modifications and Improvements:

i. The Permit Holder shall not make any modifications, repairs, additions or improvements on or to the Leased Premises without having obtained the prior written consent of the Authority, and these may be executed only under the terms and conditions established by the Authority. Without thereby restricting the generality of the foregoing, the Permit Holder may not make any modification to the electrical, computer and mechanical systems of the Leased Premises, including the heating, ventilation and air conditioning systems, nor an electrical connection of any piece of equipment installed on the Leased Premises, without the written permission of the Authority.

Authority's consent for any modification

ii. Such modifications, repairs, additions or improvements shall become the property of the Authority at the end of the Permit, at no cost to the Authority, all subject to the Authority's rights, entirely at its discretion, to ask the Permit Holder to remove any part of these modifications, repairs, additions or improvements, at the Permit Holder's expense and to the Authority's satisfaction, failing which the Authority may do so entirely at the Permit Holder's expense following five (5) days' written notice to this effect.

Modifications become the property of the Authority

l) Work by the Authority:

The Authority, subject to the transmission of a written notice except in the event of an emergency, reserves the right to perform any work it considers expedient to perform on the Leased Premises, and the Permit Holder shall have no recourse against the Authority for any damage or loss that might result therefrom.

Authority may perform all work

m) Assignment and Sublet:

The Permit Holder shall not have the right to assign, transfer or encumber the Permit or its rights and interests therein, in whole or in part, or sublet the Leased Premises or grant usage, in whole or in part, to a third party.

Subletting with Authority's permission

n) Observance of the Act and the Administrative Rules:

The Permit Holder undertakes to comply at all times with all Laws applicable to the Leased Premises or to the activities carried on by the Permit Holder on the Leased Premises. The Permit Holder shall also observe, as if they were an integral part of the Permit, the Administrative Rules or directives laid down from time to time by the Authority regarding the Leased Premises for the purposes, in particular, of ensuring safety, Security, maintenance, protection, environmental standards, cleanliness and good order on Port property or on the Leased Premises.

Compliance with the Laws and Administrative Rules

o) Insurance:

The Permit Holder shall obtain and maintain in force, with respect to the Leased Premises and any goods present on the Leased Premises, all the insurance policies mentioned in the Permit and, failing this, any insurance policies, particularly including the insurance coverage that might be required from time to time by the Authority upon written notice to the Permit Holder.

Insurances to be maintained

p) Utilities and Services:

Unless otherwise stipulated in the provisions of the Permit, the Permit Holder shall defray, to the complete exemption of the Authority, all the costs and expenditures pertaining to utilities and services, such as water, electricity, gas, telephone, sewers and garbage collection, serving the Leased Premises. If such utilities and services are provided by or through the Authority, the Permit Holder shall pay the Authority, upon request, the amounts invoiced for such utilities and services according to the rates prescribed by the Authority.

Utilities and services

q) Snow Removal:

The Permit Holder shall conform to the following, with respect to snow on the Leases Premises:

Rules for snow removal

- i. The Permit Holder shall, at its expense, keep the roofs of any construction on the Leased Premises and on any access route to the Leased Premises in a good state of maintenance and free of snow and ice.
- ii. The Permit Holder shall not, in any manner, pile this snow on any construction or within one metre of any construction on the Leased Premises but, subject to any other Administrative Rule to the contrary, may dispose of it on the land of the Leased Premises at a location that does not cause any inconvenience in the operation of the Leased Premises or of the Port. However, it is specified, subject to any other Administrative Rule to the contrary, that if the Permit Holder has loaded the snow originating from the Leased Premises onto a truck, it may not dispose of it on the Leased Premises and must deposit it at another location provided for this purpose outside the Port.
- iii. The Permit Holder shall treat the waste snow present on or originating from the Leased Premises in accordance with the Environmental Rules (as this term is defined in subsection 5.1 that apply to waste snow, including, in particular, those resulting from the *Regulation respecting snow elimination sites* adopted under the *Environment Quality Act* (R.S.Q., c. Q-2 r.31) and shall take all preventive or remedial measures, at its expense, within any time limit determined by the Authority, to ensure compliance with these Environmental Rules.
- iv. At no time and in no manner shall the Permit Holder dispose of snow in the St. Lawrence River or in a manner not in accordance with any applicable Administrative Rule or Law.

Roofs and access routes free of snow

Snow to be piled within one metre of any construction

Snow removal

No snow in the river

2.3. DEFAULT OF THE PERMIT HOLDER:

a) Default Cases:

In the following cases, the Permit Holder shall be considered in default, namely:

Default cases

- i. If the Permit Holder is in default of paying to the Authority any amount when due and payable under the Permit or otherwise. *Unpaid amount*
- ii. If the Permit Holder is declared dissolved, becomes insolvent, makes an authorized assignment of its property to its creditors in general, is put into bankruptcy or liquidation, takes advantage of any Law pertaining to insolvency or bankruptcy, or attempts to avail itself of such Law, or if a receiver or a trustee takes possession of or is appointed over all or any part of the Permit Holder's property. *Insolvency*
- iii. If the Permit Holder does not carry on its business on the Leased Premises continuously for the duration of the Permit or leaves the Leased Premises vacant, and does so for a period that exceeds a time limit deemed to be reasonable by the Authority under the circumstances specific to the operation of this business. *Discontinuous operation*
- iv. If a writ of seizure before judgment or execution against the Permit Holder's property is issued under a judgment rendered against the Permit Holder. *Seizure of property*
- v. If an insurance policy contracted by the Authority or the Permit Holder is cancelled or under threat of cancellation by the insurer involved, due to the Permit Holder's operations or due to objects that the Permit Holder has brought onto or stored on the Leased Premises and that this default is not corrected within five (5) days of a written notice from the Authority to the Permit Holder; or *Cancelled insurance policy*
- vi. If the Permit Holder is in default of compliance with any other obligation or condition of the Permit or is in breach of any of the obligations resulting herefrom and the Permit Holder does not correct this default within five (5) days of a written notice from the Authority to the Permit Holder to this effect. *Any other default*

b) Rights and Remedies:

*Rights/remedies/default cases
Cumulative rights*

The mere lapse of any time limit stipulated in any of the foregoing subsections shall have the effect of placing the Permit Holder in default, subject to the other rights and remedies conferred upon the Permit Holder by the Permit or by Law and not withstanding any other legislative provision, the Authority shall have the following rights and remedies, which are cumulative and non-alternative:

- c) The right to terminate the Permit by notice to the Permit Holder.
- Termination of the Permit
Taking possession of the Leased Premises*
- i. The right to enter the Leased Premises and dispose of them at its discretion, take possession, as mandatary of the Permit Holder to secure its claim, of any goods present on the Leased Premises, store these goods at the Permit Holder's risk and expense or dispose otherwise of these goods in the manner the Authority deems appropriate without giving notice to the Permit Holder.
- ii. The right to remedy or attempt to remedy, without notice, any default of the Permit Holder under the Permit or this document and enter the Leased Premises for this purpose. The Authority shall not be liable to the Permit Holder for any loss or any material damage caused by the Authority, its agents, employees, contractors, or any person for whom the Authority is legally responsible, in remedying or attempting to remedy such a default.
- Right to remedy a default*
- iii. The right to recover from the Permit Holder all the damages suffered and all the legal, administrative or other expenditures incurred by the Authority as a consequence of a default by the Permit Holder and any amount owed under the provisions of the Permit, this document or the Law.
- Right to recover damages*
- d) Expenditures and Damages:
- It is specified that whenever the Authority decides to remedy or attempt to remedy any default of the Permit Holder under the Permit or this document, such intervention shall be made entirely at the expense of the Permit Holder, who shall reimburse the Authority, upon request, the expenditures and damages incurred by the Authority, plus management fees of fifteen percent (15%) of such expenditures and damages.
- Remedy at Permit Holder's expense*
- e) Interest Rate:
- Any amount owed to the Authority by a Permit Holder shall bear interest effective from its due date at the rate of eighteen percent (18%) per year, calculated semi-annually.
- 18% interest on any amount due*

2.4. OCCUPANCY BY SUFFERANCE

Occupancy without permission or by sufferance

Any Person who occupies an immovable on Port property without a Permit or a Rental Agreement will irrevocably be deemed to occupy this immovable without the permission or sufferance of the Authority and against its will, and the Authority will then have the right to take all legal or other measures necessary to terminate this illegal occupancy, including using such force as is necessary to that effect.

Notwithstanding the foregoing, any Person who so occupies an immovable on Port property will be deemed to occupy same by sufferance of the Authority for an undetermined duration pursuant to the provisions of section 1853 of the *Civil Code of the Province of Québec*, as long as the Authority confirms in writing its knowledge of such occupancy and its sufferance in this regard. In such a case, this Person shall, upon request, pay the rent required by the Authority and comply with all the requirements of the Authority, which shall have the right to terminate this presumed lease upon written notice to this Person.

During the entire term of this presumed lease, or as a consequence of it, this Person shall be subject to the provisions of subsections 2.2.d to 2.2.q inclusively and 2.3 hereof, which will apply, adapted as necessary as if such Person were then a Permit Holder.

CHAPTER 3

3. SECURITY

3.1. SURVEILLANCE AND SECURITY

a) Surveillance and Security:

The Lessee shall, in all circumstances and at its expense, be responsible for the costs of surveillance and Security of the Leased Premises, including, among others, the entrances and exits of the Leased Premises, and protection of the movable and immovable property located therein, against theft, damage, fire, accidents and other risks.

*Surveillance
and Security of
the Leased
Premises*

b) Compliance with Laws and Administrative Rules:

Every Lessee shall comply with and apply, on the Leased Premises, all the applicable Administrative Rules, directives and Law, as well as any plan of the Authority regarding Security; in particular, it shall be responsible for the protection of the movable and immovable property located on the Leased Premises against theft, damage, fire, accidents and other risks.

*Compliance
with the Laws
and
Administrative
Rules*

c) Occupancy of the Leased Premises:

Every Lessee shall comply at all times with the Administrative Rules or directives regarding Security. The Lessee shall notify the Director of Operations upon taking possession of the Leased Premises and shall cooperate in an inspection of the Leased Premises by the Director of Operations in order to obtain from the Director the list of Security measures that must be observed, particularly including those resulting from the Security Plan in compliance with the requirements of the ISPS rules.

*Director of
Operations'
right of
inspection and
intervention*

The Director of Operations, or any person mandated to ensure compliance with the Security rules, may take the means they consider appropriate, at any time, to ensure the Security of persons and property on the Leased Premises and, in particular, may require any Lessee to comply with and implement all the measures resulting from the Security Plan, the Administrative Rules, the Acts and the national or international Security codes, rules or regulations, entirely at the Lessee's expense.

d) Security System:

Every Lessee, except a Permit Holder, unless required in such case by its Permit, shall, if it wishes, set up and maintain its own Security system for the Leased Premises and their contents.

*Security
System*

In all cases, it shall act pursuant to all the Administrative Rules, including all the rules and directives issued from time to time by the Director of Operations.

e) Security Agency Permit:

If the Lessee wishes to hire a Security Agency that provides Security Agent services, the Lessee shall ensure that the Security Agency complies with the following requirements:

*Security
Agency Permit*

- i. Be in possession of an investigation and security agency permit issued by a relevant public authority.
- ii. Obtain a permit from the Authority authorizing it to act for a Lessee on Port property and make a commitment in writing to comply with the provisions of all the Administrative Rules that may concern it directly or indirectly.

f) Authorization by the Authority:

Every Lessee who hires its own Security Agents shall obtain a written authorization to this effect from the Authority.

*Hiring of
Security Agents*

g) General Conditions Regarding Security:

Every Lessee who retains the services of Security Agents, whether directly or through a Security Agency shall:

*Obligations of a
Lessee who
hires Security
Agents
Notification of
any accident or
offence*

- i. Notify the Director of Operations immediately, in accordance with the Security Plan, of any incident, accident or offence against the Laws, the Administrative Rules or the Security Plan that a Security Agent has witnessed within the Port's limits.
- ii. Ensure that every Security Agent or Security Agency complies with the Laws, the Security Plan and the Administrative Rules in force on Port property; and
- iii. Allow every inspection required by the Director of Operations regarding compliance with its obligations hereunder and comply with all of the Director's directives.
- iv.

*Compliance
with rules*

*Allow
inspections*

h) Intervention of the Authority:

If the Authority considers that a Lessee is not implementing the required Security or is not complying with the provisions of this document in this regard, it may, at its discretion and following a written notice to the Lessee, provide this Security for the Leased Premises or their contents through its own Security Agents or by a Security Agency, entirely at the expense of the Lessee in question.

*Authority's right
of intervention:*

3.2. FIRE PREVENTION

a) Legislation:

Every Person on Port property, particularly including any Lessee, Permit Holder, occupant or subcontractor, shall comply with every applicable Administrative Rule and Law regarding fire prevention on Port property, particularly including the *National Building Code* and the *National Fire Code*.

*Compliance
with fire safety
rules*

b) Welding or Burning Equipment:

Only skilled workers, holding a professional licence, shall be authorized to use, on Port property, welding and burning equipment in accordance with the following rules:

Use of welding or burning equipment

- i. Before welding or burning equipment is used on Port property, all flammable materials must be moved to such a distance from this equipment as will render them safe from fire and, where such relocation is impossible, the flammable materials shall be adequately shielded. *Inflammable materials moved to a safe distance*
- ii. No tanks, containers or other facilities used for storage or transportation of flammable materials shall be repaired on Port property using welding or burning equipment until such facilities have been rendered safe for making the repairs, to the satisfaction, in writing, of the Director of Operations. *Repair of storage facilities*
- iii. Suitable fire-extinguishing equipment, ready for immediate use in case of fire, shall be placed near each piece of welding or burning equipment used on Port property. *Fire-extinguishing equipment*
- iv. Every compressor or generator used in connection with welding or burning equipment shall be placed securely and in such a manner as not to interfere with any other operations carried on in the Port; and *No interference with Port operations*
- v. Every operator of welding or burning equipment shall take every necessary action to prevent any explosion or fire. *Fire prevention*

c) Fireworks and Blasting:

No person shall set off rockets or fireworks or carry on blasting operations on Port property without the written authorization of the Director of Operations.

No fireworks or blasting

d) Lighters:

It is prohibited for any person to smoke or have in their possession any lit ignition device:

No smoking or lit ignition device

- i. In, on or near any shed, grain elevator or warehouse on Port property, except in areas reserved for smokers.
- ii. Inside any locomotive or railway car on Port property; and
- iii. In or near any petroleum or chemical facility located on Port property and in any other place on Port property as indicated in writing by the Authority.

- e) Burning or Heating:
Except for domestic purposes, no article or substance shall be burned, boiled or heated by fire on Port property without the written permission of the Authority and at such location and in such manner as the Authority directs in writing. *Permission for burning or heating*
- f) Risks during handling
No fire or any other activity that, in the opinion of the Director of Operations, may cause either an explosion or a fire shall be permitted on Port property during the loading, unloading and handling of Explosives (as defined in **subsection a)iii)** or Dangerous Goods (**subsection 3.3.1**). *Risks during handling of dangerous goods*
- g) Fire-extinguishing Equipment:
Every Person who on Port property is involved in the loading, unloading and handling of goods or in any other port activity must be in possession of fire-extinguishing equipment that is suitable for dealing with incipient fires, and such person must have this equipment available for immediate use. *Fire-extinguishing equipment*
- h) Fire Hydrant:
The use of any fire hydrant is subject to prior approval of the Authority. No Person shall use a fire hydrant located on Port property for any purposes other than fire-fighting or fire drills without the written permission of the Director of Operations. *Fire hydrant use*
- i) Except as otherwise specified by the Director of Operations, these specific provisions apply to Ships: *Rules on Ships*
- i. Every Ship in the Port shall have suitable fire-extinguishing equipment available for immediate use in any part of the Ship. *Fire-extinguishing equipment*
 - ii. No burning or welding may be performed on any Ship in the Port without the written authorization of the Authority. *No burning nor welding*
 - iii. It is strictly prohibited to make a fire on board a Ship in the Port without the written permission of the Authority. *No fire*
 - iv. In the event that a fire occurs at a dock at which a Ship is berthed, or on board any Ship in the Port, this Ship shall: *Rules in case of fire:*
 - 1. Make a continuous sound with its siren or whistle, if this equipment has not been disabled by the fire, until the relevant authorities designated by the Authority have responded to the alarm. *Use of sirens and whistles*
 - 2. Use this signal in addition to, but not as a substitute for, other means of reporting a fire, nor for any other purpose; and *Use of signals*
 - 3. Report the fire immediately by the quickest possible means to the Authority. *Fire report*

- v. It is prohibited for any natural person when in or upon any Ship in the Port or anywhere on Port property where Explosives or Dangerous Goods or highly flammable goods are located, to smoke or have in their possession any match or fire-producing device or wear or have in their possession any article or substance that may cause an explosion or fire. *No smoking*
- vi. Every Ship loading, unloading or having on board Explosives or Dangerous Goods shall display "No Smoking" signs in clearly visible positions on the Ship. *No smoking signs*
- vii. Compliance with any obligation of a Ship under this **subsection i)** is solidarily incumbent upon the owner and the operator of this Ship. *Solidary obligation*

j) Responsibility of the Lessee:

Without thereby restricting its obligations under this document or its Rental Agreement, every Lessee shall ensure that the provisions of this **subsection 3.2** are completely observed within the Leased Premises. *Responsibility of the Lessee:*

3.3. DANGEROUS GOODS

a) Specific Definitions:

The following words or terms, when they are thus used in this **subsection 3.3**, shall have the following meaning unless the context indicates a contrary intention: *Definitions used in 3.3*

- i. **"Firearm"** means a firearm as defined in the *Criminal Code of Canada*, but does not include Ship's Ammunition.
- ii. **"I.M.D.G. Code"** means the *International Maritime Dangerous Goods Code* published by the Inter-Governmental Maritime Consultative Organization.
- iii. **"Explosive"** means:
 1. Any article or substance defined or classified as "explosive" or as an article or substance of a similar nature, except Ship's Ammunition, by any Law, including, in particular, by the *Dangerous Goods Transportation Regulations* or by the *I.M.D.G. Code*.
 2. Any highly flammable article or substance of such kind or quantity as may constitute a serious danger to life or property; and
 3. Any article or substance, including Safety class ammunition and Ship's Ammunition, that the Authority by notice, may designate as explosives for the purposes hereof.

- iv. **“Ship’s Ammunition”** means any article or substance on board a Ship and necessary for the Security or defence of a Ship.
- v. **“Dangerous Goods Transportation Regulations”** means the *Dangerous Goods Transportation Regulations* adopted under the *Transportation of Dangerous Goods Act*, 1992 (S.C. 1992, c. 1992, c. 34).

b) Artificial Lights:

No artificial light, except electric lights or flashlights of a non-spark type, shall be used on Port property in the vicinity of any place where Explosives are being loaded, unloaded or handled. Electric lights and the wires used in connection with such lights shall be in good condition and the lights shall be protected by metal safety guards, all subject to the Authority’s right to reject any installation of electric lights.

Prohibition of artificial lights

c) Handling of Dangerous Goods:

No Explosives, Firearms or Dangerous Goods shall be loaded, unloaded, moved or handled on Port property:

Restrictions regarding handling of dangerous goods

- i. Except with the written permission of the Authority and under the conditions it may then impose, including those pertaining to liability; or
- ii. carelessly, roughly or with impaired faculties or in any other manner likely to cause an explosion or fire on Port property or endanger life or property.

d) Entry and Exit of Dangerous Goods:

It is forbidden to bring Explosives, Firearms or other Dangerous Goods into the Port, or remove them from the Port by vehicle, Ship, railway car, courier service or otherwise, except:

Circulation of dangerous goods

- i. With the written permission of the Authority and under the conditions it may impose, including those pertaining to liability; or
- ii. if they are, with respect to their packing, marking, labelling, designation, certification, securement and loading, in compliance with the *Dangerous Goods Transportation Regulations*, the *I.M.D.G. Code*, the Administrative Rules and any other applicable Law.

Permission of the Authority:

Appropriate packing and labelling

e) Segregation of Dangerous Goods:

Any Explosives and Dangerous Goods handled or placed in any location authorized by the Authority in writing shall be segregated as to kind and kept away from other cargo so as to minimize the danger to life, property and the environment.

Segregation of Dangerous Goods

f) Storage:

No Explosives, Firearms or other Dangerous Goods shall be stored on Port property, except:

Storage of dangerous goods

- i. If they are adequately guarded;
- ii. If they are marked with appropriate warning signs visible from all directions, and
- iii. if they are stacked in small parcels, with suitable fire lanes between each parcel and around the perimeter of the parcels.

g) Unauthorized Persons:

No unauthorized natural person shall be allowed in, or near to, any place on Port property where Explosives, Firearms or other Dangerous Goods are stored or handled or on a Ship that is in the process of loading or unloading or has Explosives, Firearms or other Dangerous Goods on board.

Unauthorized Persons

h) Defective Shipments:

Any defective or damaged shipments of Explosives or Dangerous Goods, and Explosives or Dangerous Goods whose contents have leaked or spread from their containers, shall be immediately reported to the Authority and rendered harmless by the Person in possession or control of them; if this action is not taken, the Authority may, at its discretion and without notice, remove, destroy, or otherwise dispose of such shipments, entirely at the expense of that Person.

Report on defective dangerous goods

i) Constant Guard:

Every Person who has in their possession or under their control any Explosives or Dangerous Goods that are present in a railway car or another vehicle on Port property shall keep them constantly under guard and, if that person breaches this obligation, the Authority may, at its discretion, take all the necessary actions to provide this guard, without notice and entirely at this Person's risk and expense.

Constant guard of dangerous goods

j) Specific Provisions Regarding Ships:

- i. It is prohibited for any Ship having Explosives, Firearms or other Dangerous Goods on board to enter, operate on, leave or remain on Port property after the date and time scheduled by the Authority for its departure, except with the written permission of the Authority and under the conditions the Authority may impose.
- ii. Every Ship that loads or unloads Explosives, Firearms or other Dangerous Goods or that has them on board shall display the following signals:

Operating schedule

Signals when loading or unloading

1. From sunrise to sunset, the "B" flag of the *I.M.D.G. Code*; and
 2. From sunset to sunrise, a single red light visible all round the horizon.
- iii. Every Ship passing near a berthed, moored or anchored Ship showing the signal mentioned in the preceding subsection shall adopt a speed compatible with the situation indicated by the signal. *Ship speed*
 - iv. Every Ship that has Explosives, Firearms or Dangerous Goods on board shall have a competent crew at all times, sufficient to ensure its manoeuvring and navigation and, if the Authority orders it, be ready to get underway at any time under its own power or have a suitable tug standing by. *Competent crew and autonomy of Ship*
 - v. Unless otherwise authorized by the Authority, any lighter, scow, barge or other similar Ship lightering or otherwise transporting Explosives to, from or within the Port shall be a non-self-propelled type suitable for lightering or otherwise transporting Explosives and shall be moved by means of a tug, which shall remain alongside for such time as such Ship has any Explosives on board. *Tug requirement*
 - vi. Every Ship that has Explosives, Dangerous Goods or Firearms on board shall, before entering the Port, produce a written report to the Director of Operations, setting out in detail the nature, quantity and destination of such objects. *Report on dangerous goods*
 - vii. No Ship that has Explosives, Dangerous Goods or Firearms on board shall berth, moor or anchor in the Port, except at a location and in the manner authorized by the Authority in writing. *Mooring authorized by the Authority*
 - viii. Every Ship entering the Port that has Explosives or Dangerous Goods on board for unloading therein, shall unload them as expeditiously as possible, under the conditions and at the date, time and location specified by the Authority in writing. *Unloading expeditiously*
 - ix. Every Ship loading or intending to load Explosives or Dangerous Goods in order to get them out of the Port shall load them as expeditiously as possible, under the conditions and at the date and time specified by the Authority in writing, and shall depart from the Port without avoidable delay. *Loading expeditiously*
 - x. Every Ship that has Explosives or Dangerous Goods on board, when berthed, moored or anchored in the Port, shall have at all times, at both bow and stern, a suitable tow line of steel wire securely fastened on deck by one end and hanging over the off-shore side of the Ship in such a manner that the other end, which shall be equipped with an eyelet, is located at a point not more than one metre from the surface of the water. *Berthed Ship shall have a tow line*

- xi. No Ship that is loading or unloading Explosives or Dangerous Goods or has them on board in the Port shall engage in or permit any operation that may cause an explosion or fire, or in any other manner endanger life or property. *Prohibited operations*
 - xii. It is prohibited to bring Explosives or Dangerous Goods intended for shipment by Ship shall into the Port or leave them on Port property, except in accordance with the conditions, date, time and location specified by the Authority. *Dangerous Goods in the Port*
 - xiii. Explosives or Dangerous Goods unloaded from a Ship shall be removed from the Port without delay, and in the event of any delay, the Person responsible for removing them shall immediately report in writing to the Authority the reason for and probable duration of the delay. *Removal of dangerous goods*
 - xiv. Any Explosives or Dangerous Goods that are brought into or left in the Port, other than in accordance with the provisions of **subsection xii**, or are not removed from the Port as stipulated in **subsection xiii**, may be removed, destroyed or otherwise disposed of by the Authority, at its discretion, entirely at the risk and expense of the Person who is or was in possession or control of the Explosives or Dangerous Goods . *Removal of Dangerous Goods by the Authority*
 - xv. If a Ship does not comply with any obligations incumbent on it under this **subsection j)**, the Authority shall be entitled, in addition to the recourses stipulated in **subsection xiv** and in **Chapter 7** hereof, to require that the Ship leave the Port without delay. *Defaulting Ship*
 - xvi. Compliance with every obligation of a Ship under this **subsection j)** is solidarily incumbent upon the owner and the operator of that Ship. *Solidary obligation*
- k) Responsibility of the Lessee:
- Without thereby restricting its obligations under this document or their Rental Agreement, every Lessee shall ensure that the provisions of this **subsection 3.3** are completely observed within the Leased Premises. *Responsibility of the Lessee:*

3.4. FREIGHT VEHICLE

- a) Specific Definition:
- "**Freight Vehicle**," when it is thus used in this **subsection 3.4**, means any vehicle or truck, private car included, that enters the Port to deliver or pick up freight or provide a service. *Specific Definition*
- b) Registry:
- At all times, without exception, every Freight Vehicle entering and exiting the Leased Premises must be signed into a registry kept by the Authority. *Freight Vehicles registry*

This registry shall be made available at any time to the Authority, and more specifically, to its Portmaster.

c) Default:

If a Freight Vehicle does not comply with any of the obligations stipulated in this **subsection 3.4**, the Authority may require, in addition to the remedies stipulated in **Chapter 3**, that this Freight Vehicle leave the Port without delay and may expel it from the Port entirely at the expense of the owner and the operator of such Freight Vehicle.

*Defaulting
Freight Vehicle*

d) Owner or Operator:

Compliance with any obligation of a Vehicle under this **subsection 3.4** is solidarily incumbent upon the owner and the operator of this Freight Vehicle.

*Solidary
obligation*

e) Responsibility of the Lessee:

Without thereby restricting its obligations under this document or their Rental Agreement, every Lessee shall ensure that the provisions of this **subsection 3.4** are completely observed within the Leased Premises.

*Responsibility
of the Lessee:*

3.5. ACCESS, ORDER, TRAFFIC AND PARKING

a) Discretionary Power:

The Authority may, at its discretion, prohibit any natural person from having access to, staying or driving on Port property. The Authority may expel any Person present on Port property without their written permission.

*Discretionary
power of the
Authority*

b) Compliance with Rules or Directives:

In general, every Person on Port property shall comply with all the Administrative Rules or directives currently in force, as well as with the requests of any Lessee when such person is on the Leased Premises.

*Compliance
with
Administrative
Rules or
directives:*

c) Pass:

The Authority may require any natural person wishing to have access to buildings on Port property that are under direct management of the Authority to apply to the Authority or to any Person designated by the Authority to obtain a pass. Such a pass shall take the form the Authority considers appropriate.

Pass:

- i. The Authority may, at its discretion and without having to justify its decision, refrain from issuing or refuse to issue a pass, defer its issuance or withdraw any pass already issued.

*Discretionary
power of the
Authority*

- ii. Any pass issued by the Authority is not transferable. It is valid only for the natural person named therein and for the purpose and period of time stated therein.

Personal pass

- iii. Every natural person who has obtained a pass in this manner shall:
1. Pay for the issuance of this pass and keep it in their possession while on Port property. *Obligations of a pass holder
Keep it in their possession*
 2. Enter and leave Port property as directed in the pass or by signage installed for that purpose on Port property. *Comply with its instructions*
 3. Comply with all instructions given by or under the direct authority of the Authority, including, in particular, every written or printed direction contained in the pass or the application form thereof, and any written or printed notice, directive, order or Administrative Rule displayed on Port property or in its immediate vicinity. *Comply with its instructions*
 4. Present this pass upon the request of the Authority. *Present it upon request*
 5. Return this pass upon the request of the Authority and immediately leave Port property. *Return it upon request*
 6. Return the pass to the Authority when it is no longer needed or when it has expired. *Return it upon expiry*
- iv. Every natural person who has obtained a pass shall be deemed to have read and understood it and to have agreed to comply with the terms and conditions as they appear on the pass. *Assumption*

d) Identification:

Every person on Port property shall, at the request of the Authority, provide their last name, first name and address. *Identification*

e) Disturbance

No natural person shall cause or participate in any disturbance, loiter or be in an intoxicated state on Port property. *No loitering*

f) Inspection:

No Person shall refuse to produce for inspection, at the request of the Authority, the contents of any vehicle, article, bag, case, parcel, box or other container in their possession on Port property. *Inspection by the Authority*

g) Right of ownership:

Every Person shall produce, at the request of the Authority, any document clearly proving their rights of ownership or legitimate possession and their control of any goods or merchandise in their possession or under their responsibility on Port property. *Proof of ownership required*

h) Solicitation and Consumption

Except under a Rental Agreement or with the written permission of the Authority, no Person on Port property shall:

*No solicitation
and
consumption*

- i. Sell or offer for sale any goods or services.
- ii. Distribute flyers, leaflets or advertising materials; or
- iii. Bring, remove, have in their possession or consume alcoholic beverages or participate in such activities on Port property, being specified that in these cases, such prohibition applies only in or to immovables directly managed by the Authority.

i) Prohibition:

Unless a specific authorization was obtained from the Authority, no child under fourteen years of age shall be allowed to walk around the Leased Premises or on the territory of the Authority. It is also prohibited for any Person to bring onto Port property or have with them any live animal unless that animal is kept fully secured, in accordance with the written conditions issued by the Authority.

Prohibition

j) Posting:

No Person shall remove, damage, place or install on Port property any notice, sign, billboard, poster or other device without the written authorization of the Authority.

No posting

k) Accident:

Every Person involved in any accident on Port property that causes death or injury to any physical person or good, or loss or damage to property shall, at the request of the Authority, immediately provide to the Authority a written and duly signed report containing full details of the accident. The provisions of any Administrative Rule shall prevail over those of this subsection in the event of any contradiction between the provisions of these two documents.

Accident report

l) Traffic:

Every natural Person driving a vehicle not prohibited on Port property shall operate it with the permits required, in the manner and in the places authorized by the Authority in writing, as indicated on any panel, poster, sign or other device to this effect. The Authority may approve any administrative rule regarding traffic management and any natural person who fails to comply with it shall immediately be expelled from the territory of the Port.

*Compliance
with Traffic
Rules*

m) Parking:

No Person shall park a vehicle on Port property except in the manner, places and periods authorized by the Authority in writing, as shown in particular on any panel, poster, sign or other device to this effect.

Parking rules

n) Abandonment:

No Person shall leave a vehicle or any other object on Port property unsupervised, except in the places authorized by the Authority in writing, failing which the Authority shall have the right to seize and impound it at the expense and risk of its owner or possessor in any place that the Authority will consider appropriate or otherwise dispose of it at its discretion.

*Mandatory
supervision*

CHAPTER 4

4. RAILWAY SERVICES

4.1. SPECIFIC DEFINITIONS:

Subject to any provision to the contrary in any railway service agreement, this **Chapter 4** applies to any other potential user of the Authority's railway network. *Applicability*

The following words or terms, when they are used in this manner in this **Chapter 4**, shall have the following meaning unless the context indicates a contrary intention:

*Definitions used
in Chapter 4*

“Railway Company”: means any Person operating a railway transportation company and authorized by the Authority to deliver and recover its Railway Cars in the Exchange Area.

“Authorized Person”: means any Person who is authorized by the Authority in writing to have access to a Railway Car on Port property.

“Railway Car”: means any Railway Car, locomotive or other rolling stock on a railway track.

“Exchange Area”: means any place on Port property designated by the Authority as the Exchange Area where every Railway Company must deliver its Railway Cars, with the authorization of the Authority, for the purposes stipulated in this **Chapter 4**.

4.2. EXCHANGE AREA

a) Access to the Port :

All access of Railway Cars to Port property is subject to the procedures in place issued by the Authority and amended from time to time at the discretion of the Authority.

*Access of
Railway Cars to
the Port*

b) Exchange Area :

The Railway Company that has received authorization from the Authority to access the Port shall deliver Railway Cars in the Exchange Area or at the Lessee's terminal and recover them there, at the time and place and in the manner indicated by the Lessee.

Exchange Area

4.3. CONDITION OF RAILWAY CARS

c) Condition of Railway Cars:

Railway Companies shall ensure that their Railway Cars entering Port property are in a good state of repair and maintenance and acknowledge that the Authority assumes no liability in this regard.

*Condition of
Railway Cars*

d) Non-liability:

Except in cases of gross negligence by the Authority or by Persons for whom it is legally responsible, the Authority shall not be liable in any manner and in any circumstances for damages of any kind that might be caused to the Railway Cars and their contents while they are on Port property nor for any damages caused by these Railway Cars, and the Railway Company shall guarantee the Authority and indemnify and hold it harmless against any claims or losses in this regard.

*Non-liability of
the Authority*

Notwithstanding the foregoing, the Authority shall, under the applicable provisions of the *Civil Code of the Province of Québec*, assume liability for any damages caused by Persons under its authority to the Railway Cars and their contents when they are under its control, after delivery thereof has been accepted by the Authority under the provisions of the subsection.

4.4. SAFETY

a) Dangerous Goods and Fires:

A Railway Company whose Railway Cars are present on Port property shall comply with all the applicable Laws, Administrative Rules, directives and provisions of this document, particularly including in the latter case the provisions of **Chapter 3** hereof pertaining to fires and their prevention, as well as the transportation and handling of Firearms, Explosives and Dangerous Goods.

*Compliance
with rules*

b) Prior Notice:

The Authority may require that any Railway Company, before bringing any Railway Car transporting any Explosives, Firearms or Dangerous Goods onto Port property, shall give written notice to the Authority, which, in particular, may deny such Railway Car entry to Port property or require that it do so only under the conditions determined by the Authority.

Prior Notice

4.5. RAILWAY CAR MOVEMENTS

c) Parking Area:

Every Railway Company or Authorized Person shall inform the Authority in writing of the time period and specific location in the Port where it wants any Railway Car it receives to be parked, other than the Lessee's terminal, for loading, unloading or any other purpose; however, the Authority shall have the power to make a final decision to this effect .

Parking Area

d) Duration of Parking:

A Railway Car may not be delivered to the required location by any Railway Company or Authorized Person for a period longer than that determined by the Authority.

*Duration of
Parking*

e) Extension of Time Limit:

The Authority reserves the right to accept or refuse to leave a Railway Car at the place where it has been delivered, following a request by a Railway Company or an Authorized Person to leave it at this location for a longer period than initially foreseen.

*Parking time
limit*

f) Track Clearing:

Every Lessee shall ensure that the railway tracks on the Leased Premises are clear for the distance required under the Administrative Rules, failing which the Authority shall be entitled to bill the Lessee for all the costs and expenses of demurrage, overtime, waiting time or other costs and expenses related to this breach.

Track clearing

g) Shunting:

Every Railway Company or Authorized Person requiring permission for the shunting of Railway Cars to enter or leave the Authority's territory shall do so in accordance with any prior notices and directives issued by the Authority.

*Prior notice of
shunting*

h) Immobilization of Vehicles:

The Authority may require that all vehicles located near railway tracks on a Railway Car delivery site on the Leased Premises be immobilized during shunting operations at that site.

*Immobilization
of Vehicles*

i) Default:

If a Railway Company does not comply with any of the obligations stipulated in this **Chapter 4**, the Authority may require, in addition to the remedies stipulated in **Chapter 3**, that its Railway Cars leave the Port without delay and may even expel them from the Port entirely at the expense of the Railway Company in question.

*Defaulting
Railway
Company*

CHAPTER 5

5. ENVIRONMENT

5.1. DEFINITIONS

The following words or terms, when they are used in this **Chapter 5**, shall have the following meaning, unless the context indicates a contrary intention:

*Definitions used
in Chapter 5*

“Watercourse”: means any natural or artificial channel and, in particular, a river, stream, brook or ditch.

“Waste”: means any domestic, industrial or other rubbish, scrap or waste except for any Dangerous Material or any Petroleum Product.

“Cooling Water”: means water coming from an air conditioning unit or from a cooling or refrigeration process.

“Waste Water”: means water transporting solid, liquid or gaseous substances coming from a process, an establishment or a building, regardless of whether it is mixed with groundwater, Cooling Water, rainwater or surface water, and, unless the context indicates otherwise, groundwater, Cooling Water, rainwater and surface water.

“Petroleum Equipment”: means a facility, tank, container, pipe (including a pipeline), device or any other equipment that may be used in the manipulation, handling, transshipment or storage of Petroleum Products, excluding fuel tanks of vehicles or motorized equipment containing petroleum products for their own fuel supply.

“Dangerous Goods”: means any articles, substances or other objects that may, under the Environmental Rules, be designated as “Dangerous Goods” or which, given their quantity or kind, may, in the Authority’s opinion, constitute a danger to life or property, as well as any Dangerous Goods.

“Polluting Substance”: means any substance including, in particular, light pollution found in the atmosphere that harms the health of humans or animals or interferes with the life of plants or damages physical property or diminishes the comfort of persons or is likely to cause any of these effects, and any substance present in the atmosphere at a prohibited concentration. In the latter case, the presence of such a substance is considered likely to cause any of these effects.

“Petroleum Product”: means gasoline, diesel fuel, heating oil, oils that have been used in a motor vehicle or in hydraulic equipment and any other hydrocarbon or hydrocarbon blend.

“Environmental Rule”: means any regulation, Act, ordinance, directive, decree or policy of any public authority under federal, provincial or municipal jurisdiction and the Administrative Rules laid down by the Authority and pertaining to the various environmental matters covered in this **Chapter 5**.

“International Rule”: means any regulation, rule, guide, code or condition laid down by an international body to which the Authority or the Government of Canada adheres.

“Domestic Sewer System”: means a drainage system receiving domestic or industrial Waste Water.

“Storm Sewer System”: means a drainage system receiving drainage of rainwater, surface runoff water, groundwater from drainage of foundations and Cooling Water.

5.2. ENVIRONMENTAL RULES AND RENTAL AGREEMENT

a) Compliance with Environmental Rules:

The Lessee and any Person who is on Port property must ensure that all activities that are, or will be, carried out on the premises leased by them shall do so in accordance with any applicable environmental legislation and in accordance with the environmental policy of the Authority.

b) Environmental Rules:

The goods installed on Leased or occupied Premises must be and must remain free of contamination or damage to the environment resulting from the occupancy or operation.

*Compliance
with
Environmental
Rules*

The Lessee and any Person who is on Port property shall, at all times during the term of the Rental Agreement, take at their expense, all preventive and remedial measures to ensure that the Environmental Rules are complied with, particularly regarding the following areas:

- i. With regard to environmental contamination of the Leased Premises, including in particular soil and groundwater, for which all characterizations and verifications of environmental compliance must be completed.
- ii. With regard to Polluting Substances.
- iii. With regard to noise emission.
- iv. With regard to Wastewater, Domestic Sewer System, Storm Sewer System or Watercourse.
- v. With regard to Petroleum Products, as specified the Environmental Rules, including the *Petroleum Products Act* (R.S.Q., c. P-30.01).
- vi. With regard to Dangerous Goods; and
- vii. With regard to Wastes.

c) Priority of the Rental Agreement:

Notwithstanding the provisions of the preceding **subsection 0**, the provisions of any Rental Agreement shall prevail over those of any Administrative Rules set out by the Authority and pertaining to environmental matters covered in this **Chapter 5**, in the event of any contradiction between the provisions of those two documents.

*Priority of the
Rental
Agreement*

5.3. RESPONSIBILITY

The Lessee and any Person who is on Port property shall be responsible for any cases of pollution, their resolution and remedying any associated environmental damage as well as any claims that result or occur in connection with the occupancy or use of the Leased Premises. They will also be responsible for the disposal of contaminated materials.

Responsibility

The Lessee and any Person who is on Port property shall be fully responsible for any actions, claims or penalties that may be initiated by the owners or occupants of nearby buildings or any competent authority under environmental legislation applicable to activities on Leased or occupied Premises.

5.4. BALLAST WATER AND SPEED OF SHIPS

a) Compliance with Environmental Rules:

Every operator or owner of a Ship present in the Port that is transporting ballast water or has ballast water on board shall comply with all the Environmental Rules that apply to ballast water, particularly including the *Ballast Water Control and Management Regulations* adopted under the *Canada Shipping Act, 2001* (S.C. 2001, c. 26) and shall, at its expense, take all preventive or remedial measures to ensure compliance with these Environmental Rules.

*Compliance
with
Environmental
Rules*

b) Permitted Areas and Management Plan:

Without restricting the generality of the provisions of **subsection 5.4.a)** regarding the obligations of operators or owners of Ships, they shall:

- i. Manage their ballast water in accordance with the applicable Environmental Rules and International Rules, particularly in order to avoid any contamination of the waterways and to protect them from the potential repercussions of the introduction of non-indigenous species.
- ii. Renew their ballast water only in the areas permitted under the applicable Environmental Rules and International Rules.
- iii. Establish a management plan for the ballast water for each Ship in accordance with the applicable provisions of the Environmental Rules and International Rules.

*Ships'
obligations
regarding rules*

Renewal

*Management
Plan*

c) Speed of Ships:

Every operator and owner of a Ship present in the Port shall comply, as regards its speed, with all the Administrative Rules regarding marine traffic that might result from the *Canada Marine Act* (S.C. 1998, c. 10). *Speed of Ships*

d) Default:

If a Ship does not comply with any of the obligations incumbent on it under these **subsections 5.3 and 5.4**, the Authority shall be entitled, in addition to the recourses stipulated in **Chapter 7** hereof, to require that the Ship leave the Port without delay. *Defaulting Ship*

CHAPTER 6

6. NON-LIABILITY OF THE AUTHORITY

6.1. DAMAGES TO THE LEASED PREMISES OR TO PERSONS

The Authority shall not be liable for any damage, cost, loss, injury or destruction to any property or Person, including, in particular, to any Lessee, present on Port property (hereinafter called “Damages”), at any time whatsoever and regardless of the circumstances surrounding these events or the Persons involved, except if such damages result directly from the negligence or serious fault of the Authority or of the Persons for whom the Authority is legally responsible. The Person who caused such Damages shall indemnify the Authority for and against all costs, losses, claims and demands in relation to such Damages.

*Non-liability of
the Authority*

Without limiting the generality of the foregoing, the Authority shall not be liable for any Damages of any nature whatsoever to any property, merchandise, securities, business, fund, fixture, furniture, accessory or equipment belonging to any Person present on Port property, caused by a theft or any other act of violence of any nature whatsoever.

6.2. INTERRUPTION OF SERVICES

The Authority shall under no circumstances be liable for Damages caused by the interruption or modification of any service or facility that the Authority provides on Port property, by lack of maintenance or repair, by any accident, strike, riot, labour unrest, fuel shortage, act of enemies of the Crown, by fire, a fortuitous event or force majeure, or by any other cause beyond the Authority’s control.

*Non-liability of
the Authority*

6.3. PRIORITY OF RENTAL AGREEMENTS

The provisions of any written Rental Agreement shall prevail over those of **subsections 6.1 and 6.2** in case of contradiction between the provisions of these two documents

*Priority of the
Rental
Agreement*

CHAPTER 7

7. DEFAULT OF ANY PERSON

7.1. DEFAULTING PERSON

Every Person, including every operator and owner of a Ship or a Freight Vehicle and every Railway Company, but excluding the Lessees who are specifically bound by their Rental Agreement or by the provisions of the **subsection 2.3** hereof, who does not comply with any of the obligations or conditions hereof and who does not correct this default within any time limit stipulated herein or, failing this, within any time limit determined by the Authority by written notice, shall be considered in default under this document. *Defaulting person*

7.2. RECOURSE IN CASE OF DEFAULT

If any such Person is thus in default, the Authority shall have the following rights and recourses, which are cumulative and non-alternative: *Authority's recourses*

- a) **“Right to Expel”**: Expel from the Port, using all reasonable force and whatever means it considers useful, any Person whose conduct is contrary to the obligations they must honour under this document. *Right to expel*
- b) **“Right to remedy”**: Remedy or attempt to remedy any default of any Person entirely at the expense of that Person, who shall reimburse upon request to the Authority the expenditures and damages incurred by the Authority, plus annual interest equal to eighteen percent (18%) of such expenditures and damages, effective from the time they are thus incurred by the Authority. *Right to remedy*