



Système qualité certifié
ISO 9001: 2008
Quality System Certified

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Le 28 mars 2012

Monsieur Michel Thérien
Direction des évaluations environnementales
Ministère du Développement durable,
de l'Environnement et des Parcs
675, boulevard René-Lévesque Est
Édifice Marie-Guyart, 6^e étage
Québec (Québec) G1R 5V7

**Objet: Exploitation de sept nouveaux réservoirs sur le site de IMTT-Québec, Port
de Québec - Secteur Beauport – INFORMATION COMPLÉMENTAIRES**

Monsieur,

Veillez trouver ci-joint les informations complémentaires, conformément à votre
courriel du 20 décembre 2011.

Nous vous prions de recevoir, Monsieur, l'expression de nos sentiments les meilleurs.

Marc Dulude
Vice-président exécutif
et chef des opérations

MD/lc

p. j.

RÉPONSES AUX QUESTIONS

Question 5b)

Nous sommes en appel d'offres et l'étude sera réalisée d'ici le 30 juin 2012.

Question 6

Le Port de Québec a entreposé ces résidus sur sa propriété, tel qu'approuvé par Environnement Canada. Le port nous a indiqué qu'ils nous fourniront la documentation supportant cette affirmation sous peu et nous nous empresserons de vous la transférer lors de sa réception.

Question 12a)

D'entrée de jeu, il convient de souligner de nouveau qu'IMTT-Québec Inc. a construit les sept nouveaux réservoirs selon les normes de l'API, un projet dûment approuvé par l'Administration portuaire de Québec, conformément à la législation et à la réglementation fédérales, seules applicables dans les circonstances au terminal maritime exploité par IMTT-Québec Inc. au port de Québec, et sur lequel l'Administration portuaire de Québec a seule compétence. De plus, les installations du terminal maritime d'IMTT-Québec Inc. sont sujettes aux exigences du *Règlement sur les systèmes de stockage de produits pétroliers et de produits apparentés*, DORS/2008-197, fait en vertu de la *Loi canadienne sur la protection de l'environnement (1999)*. Cette réglementation fédérale ainsi que le *Code de recommandations techniques pour la protection de l'environnement applicable aux système de stockage hors sol et souterrains de produits pétroliers et de produits apparentés* (CCME 2003), aux termes, notamment, du principe du champ occupé a donc préséance sur le *Code de construction* dans les circonstances. D'ailleurs, la construction des réservoirs en cause a été approuvée et autorisée par l'Administration portuaire de Québec comme autorité fédérale ayant compétence dans les circonstances sur le projet d'IMTT-Québec Inc.

Question 12f)

Pour les motifs exprimés en réponse à la question 12a), IMTT-Québec Inc. rappelle qu'elle n'est pas tenue de se conformer aux exigences et normes de *Code de sécurité* en raison, notamment, du fait que la construction des sept réservoirs en cause a été approuvée et autorisée par l'Administration portuaire de Québec comme autorité fédérale ayant compétence dans les circonstances sur le projet d'IMTT-Québec Inc.

Au niveau de la sécurité, IMTT-Québec Inc. se conforme aux exigences du *Règlement sur les urgences environnementales*, DORS/2003-307 et du *Règlement sur les avis de rejet ou d'urgence environnementale*, DORS/2011-90, faits en vertu de la *Loi canadienne sur la protection de l'environnement (1999)*. IMTT-Québec Inc. se conforme également aux dispositions relatives à la sécurité et au plan d'urgence du *Règlement sur les systèmes de stockage de produits pétroliers et de produits apparentés*, DORS/2008-197, fait en vertu de cette même Loi, dans le cours de son exploitation des sept nouveaux réservoirs.

Question 15a)

Oui et une copie de la couverture d'assurance fournie au Port, et jugé suffisante par celui-ci, est présentée en Annexe 15A.

Le 75 000\$ auquel vous référez est le déductible payable par IMTT-Québec et celui-ci vient d'être augmenté à 100 000 \$. La couverture maximale est de 250 M\$ pour les propriétés et de 500 M\$ pour la responsabilité.

Question 15a) et b)

Elles sont comptabilisées aux états financiers et revues sur une base régulière afin de donner une information fiable aux actionnaires et en respect des normes comptables applicables au Canada.

Les sommes couvrent l'ensemble des terminaux d'IMTT-Québec pour les éléments connus.

Question 15c)

Les clauses 14 et 15 du Bail avec le Port de Québec couvrent cet élément (voir Annexe 15C).

AGENCY CUSTOMER ID: J39840

LOC #: New Orleans



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED International Matex Tank Terminals 321 St. Charles Avenue New Orleans, LA 70130	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Loss, if any, Payable to:
Assured or Order

From/To:

On:

- A) Marine Terminal Operators Comprehensive Liability
- B) Excess Marine Terminal Operators Comprehensive Liability
- C) Primary Bumpershoot Liabilities
- D) Excess Bumpershoot Liabilities
- E) Excess Bumpershoot Liabilities
- F) Excess Bumpershoot Liabilities

Conditions:

Limit of Liability:

- A) \$2,000,000 any one occurrence
\$2,000,000 Products/Completed Operations Aggregate
- B) \$8,000,000 any one occurrence
\$8,000,000 Products/Completed Operations Aggregate
- C) \$40,000,000 Each Occurrence, Excess of \$10,000,000 (Limit A + Limit B)
- D) \$100,000,000 Each Occurrence, Excess of \$50,000,000 (Limit A + Limit B + Limit C)
- E) \$100,000,000 Each Occurrence, Excess of \$150,000,000 (Limit A + Limit B + Limit C + Limit D)
- F) \$250,000,000 Each Occurrence, Excess of \$250,000,000 (Limit A + Limit B + Limit C + Limit D + Limit E)
\$500,000,000 Total limit of Liability coverage

Policy Forms:

- A) Marine Terminal Operators Comprehensive Liability Form, Policy No. NY11LIA022301
- B) Excess Marine Liabilities Form, as amended, including Auto Liability, Policy No. NY11LIA022302
- C) Standard Bumpershoot Liabilities, as amended, Policy No. MNO111201BSA
- D) Excess Bumpershoot Liabilities, as amended Policy No. MNO111201BSB
- E) Excess Bumpershoot Liabilities, as amended Policy No. MNO111201BSC
- F) Excess Bumpershoot Liabilities, as amended Policy No. MNO111201BSD

Special Conditions:

It is hereby understood and agreed that Certificate Holder is included as Additional Assured as required by contract or Agreed by the Assured.

Underwriters:

- A) Navigators Insurance Company (100%)
- B) Navigators Insurance Company (100%)
- C) Navigators Insurance Company (37.5%)
- American Home Assurance Company (25%)
- XL Specialty Insurance Company (25%)
- Liberty International Underwriters (12.5%)

AGENCY CUSTOMER ID: J39840

LOC #: New Orleans



ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA Inc.		NAMED INSURED International Malex Tank Terminals 321 St. Charles Avenue New Orleans, LA 70130	
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- D) New York Marine & General Insurance Company (30%)
 - XL Specialty Insurance Company (25%)
 - American Home Assurance Company (15%)
 - Navigators Insurance Company (20%)
 - Starr Indemnity & Liability Company (10%)
- E) Underwriters at Lloyd's of London (Underwriters Marine) (80%)
 - New York Marine & General Insurance Company (10%)
 - XL Specialty Insurance Company (10%)
- F) Underwriters of Lloyd's of London (Underwriters Marine) (70%)
 - Liberty International Underwriters (8%)
 - Starr Indemnity & Liability Company (4%)
 - Underwriters of Lloyd's of London (Burnett & Co.) (8%)
 - Underwriters of Lloyd's of London (Mosaic) (10%)

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

Notice of Cancellation Provision - "Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 (except 10 days for non-payment) days' written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives or the issuer of this certificate."

ROSTER OF NAMED INSUREDS

Effective 12/1/2010

IMTT-Holdings Inc.
International Trucking and Transport, Inc.
Newfoundland Transshipment Limited:
Only with respect to operations of the terminal facility at Arnold's Cove,
Whiffen Head, Placentia Bay, Newfoundland

DELAWARE PARTNERSHIPS:

INTERNATIONAL-MATEX TANK TERMINALS (IMTT) (Owns and operates St. Rose & Avondale Terminals)

- 1) International Tank Terminals LLC
- 2) ITT-Storage, Inc.

- A. St. Rose Nursery, Inc. (100% owned by International Tank Terminals, LLC)
- B. IMTT-Finco, LLC (100% owned by IMTT)

IMTT-Gretna

- 1) ITT-Gretna LLC
- 2) ITT-Gretna Storage, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED International Mexex Tank Terminals 321 St. Charles Avenue New Orleans, LA 70130	
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IMTT-Geismar

- 1) ITT-Geismar, Inc.
- 2) ITT-Geismar Storage, Inc.

IMTT-Petroleum Management, Inc.

- 1) ITT-Petroleum Management, Inc.
 - 2) ITT-SPR Partner, Inc.
- (Owns 5% Interest in Dyne McDermott Petroleum Operations Company, manages Strategic Petroleum Reserve for US government)

International Environmental Partners

- 1) International Environmental Services, Inc.
 - 2) ITT-IEP Partner, Inc.
- A. Oil Mop, L.L.C. (100% Owned by IEP)

IMTT-FINCO

- 1) 100% owned by International-Mexex Tank Terminals

NEW JERSEY:

IMTT-Bayonne

- 1) International Tank Bayonne, Inc.
- 2) ITT-Bayonne Storage, Inc.

IMTT-BX

- 1) ITT-BX, Inc.
- 2) ITT-BX Storage, Inc.

IMTT-BC

- 1) ITT-BC, Inc.
- 2) ITT-Interterminal Pipeline, Inc.

IMTT- Pipeline

- 1) ITT-Pipeline, Inc.
- 2) ITT-Pipeline Partner, Inc.

NEW JERSEY CORPORATION:

BII (Bayonne Industries, Inc.)

- 1) Owned 100% by International Tank Bayonne, Inc.
- 2) East Jersey Railroad and Terminal Company, owned 100% by BII

AGENCY CUSTOMER ID: J39840

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ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA Inc.		NAMED INSURED International Molex Tank Terminals 321 St. Charles Avenue New Orleans, LA 70130	
POLICY NUMBER		EFFECTIVE DATE:	
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ADDITIONAL REMARKS

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VIRGINIA:

IMTT-Virginia (Owns and operates Chesapeake and Richmond terminals)

- 1) ITT-Virginia, Inc.
- 2) ITT-Virginia Storage, Inc.

ILLINOIS:

IMTT-Illinois (Owns and operates Lemont and Joliet terminals)

- 1) ITT-Illinois, Inc.
- 2) ITT-Illinois Storage, Inc.

CALIFORNIA:

IMTT-Richmond-CA

- 1) ITT-Richmond-CA, Inc.
- 2) ITT-Richmond-CA Storage, Inc.

CANADIAN CORPORATIONS:

IMTT-NTL, Ltd.

- 1) ITT-NTL, Inc.
 - A. Owns 20.0581% of Newfoundland Transshipment Limited

Employees of the insured: but only with respect to their liability as such other subsidiary, affiliated and/or associated companies as now are in existence or may hereafter be constituted.

Additional Insured by Contractual Arrangements:

- A. Bayonne Plant Holding, L.L.C. (El Paso Merchant Energy North America)... Formally Cogen Technologies NJ, Inc.
- B. Board of Levee Commissioners, Orleans Levee District (Requires 30 days notice in event of cancellation)
- C. Pittston Company and Certified Terminals (solely with respect to their interest in activities conducted by Bayonne Industries, Inc., but not increasing the underwriter's limit of Liability)
- D. Conrail, Inc.
- E. International Properties, Inc.
- F. Ministere de l'Energie et des Ressources, Province de Quebec, Canada
- G. Various customers, as required by contract
- H. Metropolitan Water Reclamation District of Chicago

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ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA Inc.		NAMED INSURED International Matex Tank Terminals 321 St. Charles Avenue New Orleans, LA 70130	
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FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Q-170 (6)

LEASE MADE AT *Quebec* THIS *2nd* DAY OF *May* 19*90*

Ok.

BETWEEN :

PORT OF QUÉBEC CORPORATION, formerly known as Canada Ports Corporation and National Harbours Board, a body corporate and agent of Her Majesty in right of Canada and, by virtue of the Canada Ports Corporation Act, having its head office at 150, Dalhousie Street, QUÉBEC (Québec) G1K 7P7, herein acting and represented by its President and Chief Executive Officer, and by its Corporate Secretary, duly authorized for the purposes hereof as they declare;

hereinafter called the "Corporation"

AND :

INTERTANK-IMTT INC., a body corporate duly incorporated under the authority of the Canada Business Corporations Act, having a registered office and place of business in the City of Montréal and Province of Québec at suite 503, 300 St.-Sacrement Street, herein acting and represented by its Executive Vice-President and by its Secretary, duly authorized for the purposes hereof by resolution of its Board of Directors passed on the day of 19 . and of which a certified copy is hereto annexed and signed by the parties for identification,

hereinafter called the "Lessee"

1. DEFINITIONS

In this Lease,

- (a) "premises" means the premises leased, as described in Article I of the Schedule "A" said schedule being annexed hereto and forming part hereof;
- (b) "Corporation nominee" means every person, excepting the Lessee, upon whom the Corporation confers, at its sole discretion, any right, privilege or permission which affects the premises or the rights of the Lessee, whether or not notification of the existence or identity of such Corporation nominee has been given to the Lessee by the Corporation;
- (c) "Corporation property", "property vested in Corporation" or any other expression of like import designates the property vested in Her Majesty in right of Canada and administered and controlled by the Corporation.

6. ASSIGNMENT AND SUBLEASE

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7. ALTERATIONS TO THE PREMISES

[Empty space for text under section 7]

8. CONDITION OF THE PREMISES

[Empty space for text under section 8]

9. RISK OF THE LESSEE

10. GUARANTEE

11. ADDRESS OF LESSEE

12. TITLES

13. RENEWAL BY TACIT AGREEMENT

14. RESTORATION OF PREMISES TO GOOD CONDITION

As from the date of cancellation or termination of this Lease, the Lessee shall immediately remove from the premises immovables and any works erected thereon by him as well as any items brought by him to the premises or by him placed thereon, except for those designated by a written notice from the Corporation to that effect, and he shall ensure that the premises are in as good condition as when he received them. In case of failure by the Lessee to remove improvements, additions or items brought to or placed on the premises and to restore the premises to the condition in which they were when he received them within a reasonable period to be determined by the Corporation, the removal and restoration of the premises to their original condition shall be carried out by the Corporation at the expense of the Lessee.

15. **DEVOLUTION OF IMPROVEMENTS**

As from the date of any cancellation or termination of this Lease, any immovables, works and improvements remaining on the premises shall become vested in the Corporation and shall devolve to it, the Lessee being entitled to no compensation therefor, except as otherwise provided in this Lease.

16. **RECONSTRUCTION AND MAINTENANCE**

17. **CANCELLATION IN THE PUBLIC INTEREST**