

Classement CCEK

Titre Matières dangereuses/ Huiles usées- ISalluit

Type Dossiers Environnementaux

Date D'ouverture 2004

Notes Novembre 2005: Application for a permit to burn used oil for energy generating purpose

21 novembre 2005: Résolution 2005-34 concernant le permis pour brûler les huiles usées à des fins énergétique

21 juin 2005: Résolution 2005-173

27 juin 2006: Lettre de l'administration Kativik à l'attention de Ronald Porter, NV of Salluit- Municipal Garage; Used oil furnace

28 Mai 2007: Lettre de Hydor-Québec informant qu'après un an de rodage il était prévu de regarder à une entente avec Kuujjuak et Salluit

Documents: Demande de certificat d'autorisation ou Demande d'autorisation pour un projet industriel; Développement durable, environnement et Paqs Québec



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Administration régionale KATIVIK Regional Government
P.O. Box 9 KUUJJUAQ (QUÉBEC) CANADA J0M 1C0

ATTENTION: Ronald Porter, NV of Salluit – Municipal garage

FAX: (819) 255-9959

Date: June 27, 2006

Number of pages: 14 (including this one)

Sender: Caroline Larrivée, Renewable Resources Department, KRG

RE: Used oil furnace

Hello,

To follow up on the interest expressed by the Northern Village (NV) of Salluit to obtain the used oil produced by Hydro-Québec (HQ) at its power station to use for energy purposes, I am writing to provide a summary of the procedures, required documents and authorizations that the NV must respect as well as provide information on the steps to reach an agreement for this purpose with HQ.

First, according to Environment Québec regulations, a *certificate of authorization* or *permit* is required before burning any used oil. The difference between the two authorizations is as follows:

- a *certificate of authorization* is required to burn used oil produced by the NV or by individuals;
- a *permit* is required when burning used oil produced by a third party (such as HQ or another company). There is a fee of approximately \$1,700 for a permit valid for a five-year period.

The NV of Salluit has applied for the *certificate of authorization* and so, for the moment, is only allowed to burn the used oil that it produces itself.

Other obligations and responsibilities associated with burning used oil include:

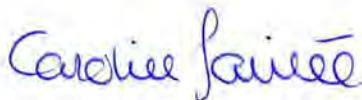
- 1) Sampling and testing the used oil. This must be done by an accredited laboratory. I will forward a list of such laboratories recognized by Environment Québec. The NV is responsible for sending the samples of its used oil down to the south of the province for testing (as well as paying for the tests).

- 2) Keeping a register and preparing reports for Environment Québec with information on the used oil used for energy purposes (source, quantity, etc.). I am enclosing copies of the forms you may have to fill out. They are in French. If you require them in English, please let me know and I will get them translated (Environment Québec does not provide them in English). These forms are also available on the Internet (<http://www.mddep.gouv.qc.ca/formulaires/liste.htm>) and Environment Québec will provide you with copies of the forms when you get your authorization.

To reach an agreement with HQ to obtain the used oil produced in the power station in Salluit (and possibly neighboring communities), the NV will first have to apply for a *permit*. However, before getting used oil from other parties, it is important to ensure that the NV has the human resources available to manage this project properly. Furthermore, any agreement with HQ will entail obligations that the NV will have to respect. I am enclosing to this effect excerpts from an agreement reached between HQ and the NV of Inukjuak to give you an idea of what can be expected and what costs will be involved (see Appendix to this letter). As Yannick St-Pierre, the representative from HQ mentioned to you, reaching an agreement is a long process, one that will take at least one year. I am prepared to provide assistance in working through this file.

Do not hesitate to contact me should you have any questions or comments regarding this file.

Sincerely,



Caroline Larrivée
Land Use Planner
Renewable Resources Department

Tel.: (819) 964-2961 ext. 2252
Fax: (819) 964-0694
Email: clarrivee@krg.ca

cc.: Paulusie Saviadjuk, Municipal Manager, NV Salluit
Yannick St-Pierre, Hydro-Québec

Appendix

Example of the Northern Village's responsibilities – obtaining used oil from HQ

Excerpts from an existing agreement between Hydro-Québec and NV of Inukjuak (an agreement between Hydro-Québec and the Northern Village of Salluit could include similar clauses and responsibilities and/or additional ones).

1. OBLIGATIONS OF THE NV

For the purposes mentioned above, the NV of _____ undertakes, at its expense,

- 1.1 to equip itself with a safe storage area in accordance with the *Regulation respecting hazardous materials* (R.S.Q. c. Q-2, r. 15-2);
- 1.2 to present on request a copy of the following governmental authorizations:
 - a) Document of exemption from the procedure of environmental impacts assessment north of the 55th parallel;
 - b) User permit of used oil for energy purposes issued under section 70.9 of the *Environmental Quality Act*;
- 1.3 to immediately notify appropriate government authorities of all accidental spills of used oil having belonged to Hydro-Québec and to immediately inform the power plant operator in _____;
- 1.4 to salvage the soil contaminated by any accidental spills and to manage it in accordance with the legislation and standards in force;
- 1.5 to ensure that all employees asked to handle or transport used oil are qualified to do so in accordance with the *Transportation of Dangerous Goods Regulation* (R.S.C. c. T-19.01);
- 1.6 to equip itself with a truck with a hydraulic platform or other equipment that enables the barrels to be safely loaded and that contains all necessary equipment in case of an accidental spill;
- 1.7 to load and transport used oil in accordance with the standards provided for in the *Transportation of Dangerous Goods Regulation* (R.S.C. c. T-19.01);
- 1.8 to use Hydro-Québec's barrels of used oil for no other purpose than the transportation of used oil from the power plants to the burning site in the NV of _____;
- 1.9 to store the barrels of used oil on a site consistent with the *Regulation respecting hazardous materials* (R.S.Q. c. Q-2, r. 15-2);

- 1.10 to assume complete responsibility as owner of the used oil and the barrels that contain it [...], and to indemnify and save harmless Hydro-Québec and take up its defense in the event of legal action or any claim against it arising from their use or handling, it being understood that empty barrels that contained used oil are considered residual hazardous materials just like oils and must be managed in accordance with the legislation and standards in force;
- 1.11 to ensure the storage and transportation of the empty barrels to a treatment or salvage center in conformity with the legislation and standards in force;
- 1.12 to assume 50% of the cost of producing and providing the NV of _____ with analysis reports by a laboratory accredited by *Ministère du Développement durable, de l'Environnement et des Parcs of Québec* on representative samples of the used oil in each delivery from each power plant, to ensure that the barrels and used oil provided by Hydro-Québec meet the necessary criteria for their transport and disposal by burning;
- 1.13 to procure at its expense and maintain for the life of this agreement a third party liability automobile insurance policy and a general liability occurrence insurance policy with a limit of insurance of at least one (1) million dollars per occurrence. In addition, the general liability insurance policy must include the following riders and clauses:
 - a) That Hydro-Québec be added to the insurance policy as a designated additional insured
 - b) Cross liability
 - c) Liability assumed per contract
 - d) That the insurer declare it has understood the commitments made by the NV of _____ for the purposes outlined herein and undertakes to notify Hydro-Québec in writing at least 30 days before any rescissions, nonrenewals, or major changes to the insurance policy take effect. The written notice must be sent by registered mail to the following address:

2. OBLIGATIONS OF HYDRO-QUÉBEC

Hydro-Québec undertakes

- 2.1 to sample the used oil at the reservoir outlet of the power plant in _____ each time a delivery is to be made and before the used oil is put in the barrels;
- 2.2 to assume 50% of the cost of producing and providing the NV of _____ with analysis reports by a laboratory accredited by *Ministère du Développement durable, de l'Environnement et des Parcs of Québec* on representative samples of the used oil in each delivery from each power plant;

- 2.3 to provide the barrels to be used for the transport of used oil;
- 2.4 to keep an analysis report on the representative used oil sample from each delivery;

**KATIVIK REGIONAL GOVERNMENT
EXECUTIVE COMMITTEE
Resolution No. 2005-173**

Concerning the renewal of the comprehensive funding agreement with the Department of Indian and Northern Affairs Canada (DIAND) regarding the delivery of economic development, youth employment strategy programs and other services.

- Whereas** by Resolution No. 99-32, the Council authorized the Executive Committee to approve the renewal of agreements with DIAND for the above-mentioned matters;
- Whereas** DIAND has submitted an agreement, a copy of which is appended as an integral part of this resolution, for the period of January 1, 2005 to December 31, 2005;
- Whereas** the Executive Committee has reviewed the appended agreement and agrees with its contents

It is therefore resolved that:

1. the preamble be an integral part of this resolution;
2. the appended agreement be approved;
3. the Secretary and the Chairman be authorized to sign the appended agreement;
4. this resolution come into effect the day of its adoption.

MOVED BY:	Maggie Emudluk
SECONDED BY:	Johnny N. Adams
IN FAVOUR:	4
OPPOSED:	0
ABSTENTIONS:	0
ABSENTEES:	1
DATE OF ADOPTION:	June 2, 2005
CHAIRMAN'S SIGNATURE:	(S) Johnny N. Adams
SECRETARY'S SIGNATURE:	(S) Ina Gordon



CERTIFIED COPY
BY: Ina Gordon
DATE: June 21/05

COMPREHENSIVE FUNDING ARRANGEMENT

ARTICLES OF AGREEMENT

This Comprehensive Funding Arrangement hereinafter referred to as the "Arrangement " is made :

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indian Affairs and Northern Development;
(hereinafter referred to as the "Minister")

AND

THE KATIVIK REGIONAL GOVERNMENT,
as represented by Executive Secretary
(hereinafter referred to as the "Recipient")

WHEREAS the Minister is providing funding for the delivery of programs, services and activities in accordance with the terms of this Arrangement;

WHEREAS the Recipient is expending funds to deliver the programs, services and activities in accordance with the terms of this Arrangement; and

WHEREAS the Recipient recognizes a responsibility to:

- A. maintain a soundly administered and managed organization;
- B. maintain processes and procedures to facilitate management of programs, services and activities and to support financial control; and
- C. account for the use of funds provided, results achieved with those funds in terms of programs, services and activities in accordance with the terms of this Arrangement.

NOW THEREFORE THE MINISTER AND THE RECIPIENT AGREE TO THE FOLLOWING:

IN ORDER TO REMAIN CONSISTENT, THE NUMERICAL SEQUENCE HAS NOT BEEN MODIFIED. WHEN CERTAIN ARTICLES ARE NOT APPLICABLE TO YOUR ARRANGEMENT, THEY ARE REMOVED.

1.0 ARRANGEMENT

1.1 This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - Programs, Services and Activities Delivery and Reporting Requirements
- PART F - Adjustment Factors
- PART G - Schedule of Reporting Requirement Due Dates

2.0 ARRANGEMENT AMOUNT

2.1 The Minister agrees to provide an amount of up to one million four hundred fifty five thousand four hundred fifty nine dollars (\$ 1 455 459) on the condition that these funds are to be used for the purposes of providing programs, services and activities provided for in this Arrangement in accordance with the terms and conditions of this Arrangement.

3.0 DURATION OF THE ARRANGEMENT

3.1 This Arrangement shall be in effect from January 1st, 2005 until December 31th, 2005 subject to the termination provisions contained in this Arrangement.

4.0 REPRESENTATIONS AND WARRANTIES

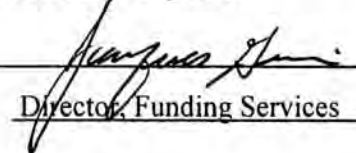
4.1 The Recipient represents and warrants that:

- (a) any person lobbying on its behalf is registered pursuant to the *Lobbyist Registration Act*; and
- (b) where the Recipient is incorporated, it is a corporation duly incorporated and in good standing under the laws of the Province of Quebec / Territory / Canada and will remain in good standing under those laws at all times during the term of this Arrangement.


This Arrangement has been executed in the Province of Québec by the Minister and the Recipient by their duly authorized representatives.

Where the Recipient is an unincorporated organization, the Recipient recognizes that each of its members is jointly and severally liable with all of the other members for the obligations under this Arrangement.

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indian Affairs and Northern Development

by: 
Title: Director, Funding Services

SIGNED, ON BEHALF OF KATIVIK REGIONAL GOVERNMENT

by: 
Title: SECRETARY

Title: _____

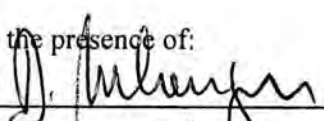
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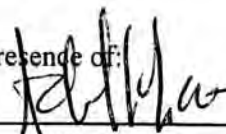
Title: _____

Title: _____

Title: _____

Title: _____

in the presence of:

Date: 12-05-05

in the presence of:
 ADEL YASSA
Date: JUNE 3, 2005

DEFINITIONS**AGENCY**

An authority, board, committee or other entity authorized to act on behalf of the Recipient.

AMENDMENT

A formal change to the terms and conditions of this Arrangement which is executed by both parties.

COMPREHENSIVE FUNDING ARRANGEMENT (CFA)

A funding arrangement containing programs, services and activities funded by means of Contributions, Flexible Transfer Payments and Grants.

CONTRIBUTION OR CONTR

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to the Crown.

DEFICIT

The amount by which funds expended by the Recipient exceed funds provided by the Minister and those provided by other sources for delivery of a service, after all terms and conditions have been fulfilled by the Recipient.

DEPARTMENT OR DIAND

The Department of Indian Affairs and Northern Development.

FINANCIAL STATEMENTS

A financial report prepared in accordance with the requirements set out in Appendix A.

FLEXIBLE TRANSFER PAYMENT OR FTP

A conditional transfer payment for a specified purpose for which unexpended balances may be retained by the Recipient, provided that the program, service and activity terms and conditions have been fulfilled by the Recipient. Any Deficit is the responsibility of the Recipient.

MEMBER FIRST NATION

A First Nation which is a member of an organization.

MONTHLY EXPENDITURE PLAN

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for programs, services and activities in accordance with the Recipient's estimated monthly cash requirement.

NOTICE OF BUDGET ADJUSTMENT

Changes to a program, service or activity funding level, calculated in accordance with predetermined adjustment factors set out in PART F - Adjustment Factors, and confirmed to the Recipient by means of a written notice.

PROJECT

Any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to that physical work.

REMEDIAL MANAGEMENT PLAN

A plan developed by the Recipient and approved by the Minister which reflects decisions and measures which are necessary to remedy a default under this Arrangement.

SURPLUS

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Recipient for delivery of a service funded after all program terms and conditions have been fulfilled by the Recipient.

TRANSFER PAYMENTS

Payments made from budgetary appropriations for which no goods or services are received by the Crown.

GENERAL TERMS AND CONDITIONS**1.0 PROGRAMS, SERVICES AND ACTIVITIES****1.1 The Recipient shall:**

- (a) deliver the programs, services and activities as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan; and
- (b) abide by the programs, services and activities delivery and reporting requirements as set out in PART E - Programs, Services and Activities Delivery and Reporting Requirements, and meet the due dates for reporting set out in PART G - Schedule of Reporting Requirement Due Dates; and
- (c) maintain a system of accountability to its Members or Member First Nations in accordance with the framework set out in PART C - Accountability Framework of this Arrangement and which provides for:
 - (i) transparency: which means that the Recipient's decision making processes and approved program delivery policies are known to Members or Member First Nations;
 - (ii) disclosure: which means that Members or Member First Nations have access to information on Recipient's plans, actions and expenditures; and
 - (iii) redress: which means that the Recipient shall maintain formal dispute resolution processes by which Members or Member First Nations may appeal decisions of the Recipient, which includes decisions of its employees and delegates.

2.0 TERMS OF PAYMENTS**2.1 Monthly Expenditure Plan**

The Recipient agrees to the monthly expenditures as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Recipient may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the Recipient and the Minister.

2.2 Cash Payments

- 2.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Minister shall provide the Recipient with a schedule of payments.
- 2.2.2 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the particular programs, services and activities set out in this Arrangement. The Minister shall notify the Recipient in writing of any cancellation or reduction in the funding provided pursuant to this Arrangement in the event that the Minister's funding levels are changed by Parliament.
- 2.2.3 Payments may be withheld by the Minister, if the reports are not provided by the Recipient to the Minister as required under this Arrangement or its predecessor. Any amounts so withheld shall be paid by the Minister to the Recipient, within forty-five (45) days of the submission of the reports.
- 2.2.4 The Minister may extend the deadline for the receipt of reports in the event the Recipient provides written notice, prior to the date the report is due, of circumstances beyond the Recipient's control.
- 2.2.5 Any Surplus or other amount owing by the Recipient to the Minister under this Arrangement is a debt due and payable on the date the financial statements are due or on March 31, 2005. The Minister shall notify the Recipient in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Recipient.

3.0 RECORDS

3.1 The Recipient shall:

- (a) maintain records for each program, service or activity identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan for a period of three (3) years from the end of the fiscal year covered by this Arrangement; and
- (b) provide to the Minister reports as prescribed in PART E - Programs, Services and Activities Delivery and Reporting Requirements and PART G - Schedule of Reporting Requirement Due Dates; and
- (c) allow the Minister access to all records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Recipient will be notified in writing of such cause.

3.2 For further clarity the Minister:

- (a) may request access to such records as referred to in section 3.1 above for purposes including:
 - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and
 - (ii) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
- (b) shall notify the Recipient in writing, at least two (2) weeks in advance of the requirement for access to the Recipient's records and the tests the Minister shall perform to confirm the quality of information reported by the Recipient under the terms and conditions of this Arrangement.

3.3 Notwithstanding sections 3.1(c) and 3.2, if the Minister at any time has a reasonable belief, based on material evidence, that funds transferred under this Arrangement are not being administered in accordance with the terms and conditions of this Arrangement, the Minister may request access to all records relating to any information reported under the terms and conditions of this Arrangement. Upon receipt of such a request, the Recipient will provide the Minister with access to these records without delay.

4.0 DEFAULT AND REMEDIAL MANAGEMENT

4.1 The Recipient shall be in default of this Arrangement in the event that:

- (a) the terms and conditions of this Arrangement, or any other Arrangement between the Recipient and the Minister, are not being met by the Recipient; or
- (b) the Recipient's auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Recipient in the course of conducting an audit pursuant to subsections 2.4.2 or 2.4.3 under the terms and conditions of this Arrangement or its predecessor.
- (c) the Recipient:
 - (i) suffers a final judgement against it to remain unsatisfied for a period of longer than thirty (30) days; or
 - (ii) causes or permits third party claims to arise against it or the Minister; or
 - (iii) is or is at risk of becoming insolvent; or
- (d) it is adjudged a bankrupt;
- (e) a bankruptcy petition is filed against it or it makes a general assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act*;
- (f) it ceases to operate, commits an act of bankruptcy or insolvency or makes a sale or assignment in bulk of its assets;

PART B

- (g) it files a notice of intention to file a proposal, or a plan of arrangement of compromise to its creditors under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangements Act*;
- (h) it is placed in receivership or upon any proceeding being commenced to appoint a receiver, receiver-manager or an official having similar function in respect of the Recipient;
- (i) any execution, sequestration or other process of any Court is enforced against a substantial portion of the property of the Recipient or upon any distress or analogous process being levied against a substantial portion of the property of the Recipient;
- (j) steps are taken under any legislation by or against the Recipient seeking liquidation, winding-up or dissolution of the Recipient; or
- (k) it ceases to be a corporation in good standing under the laws of the province of Quebec / territory / Canada.

4.2 In the event the Recipient is in default the parties will meet to review the situation.

4.3 Notwithstanding section 4.2, in the event the Recipient is in default under this Arrangement, the Minister may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:

- (a) require the Recipient to develop and, with the approval of the Minister, implement a Remedial Management Plan, within thirty (30) days, or at such other time as the parties may agree upon and set out in writing, but not to exceed sixty (60) days;
- (b) withhold any funds otherwise payable under this Arrangement;
- (c) require the Recipient to take any other reasonable action necessary to remedy the default;
- (d) take such other reasonable action as the Minister deems necessary to remedy the default;
or
- (e) terminate this Arrangement.

5.0 PROVISION OF INFORMATION

5.1 The Minister will, at the Recipient's request, provide to the Recipient:

- (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
- (b) any publicly available information or guidelines relevant to the programs, services and activities in this Arrangement.

6.0 SUBJECT MATTER OF THE ARRANGEMENT

6.1 This Arrangement is only for the funding and delivery of programs, services and activities in accordance with its terms and conditions.

7.0 AMENDMENTS

7.1 All Amendments to this Arrangement shall be made in writing and executed by both parties.

8.0 TERMINATION

8.1 Unless implemented as a result of section 4.3, termination of this Arrangement shall require written notice by either party, at least sixty (60) days prior to the termination date indicating the intent and reasons for such termination.

8.2 In the event of the termination of this Arrangement:

PART B

- (a) the Recipient will provide the Minister with financial statements, prepared in accordance with the requirements set out in Appendix A, within ninety (90) days of the date of termination, unless the Minister waives this requirement in writing;
- (b) any unexpended funding transferred to the Recipient by the Minister, up to the termination date of this Arrangement, will be paid to the Minister by the Recipient, unless the Recipient and the Minister agree otherwise in writing; and
- (c) any monies owed to the Recipient by the Minister, up to the termination date of this Arrangement, will be paid to the Recipient by the Minister, unless the Recipient and the Minister agree otherwise in writing.

9.0 NOTICES

9.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 9.4 and may be given by their duly authorized representatives.

9.2 The notice referred to in section 9.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which the notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.

9.3 The address information of either party referred to in section 9.4 may be changed by providing notice to the other party of such change.

9.4 Notices shall be mailed to:

Recipient

Minister

Kativik Regional Government
P.O. Box 9
Kuujjuaq, (Quebec)
J0M 1C0

Indian and Northern Affairs Canada
Place Jacques-Cartier Complex
320 St-Joseph Street East, Room 400
QUEBEC (Quebec)
G1K 9J2

(cheque address)

SAME

10.0 EXTENT OF ARRANGEMENT

10.1 This Arrangement constitutes the entire Arrangement between the parties with respect to the subject matter herein and supersedes all previous Arrangements relating to it unless they are incorporated by reference in this Arrangement.

11.0 SUCCESSORS

11.1 This Arrangement shall be binding upon the parties to this Arrangement and their respective administrators and successors.

12.0 REPRESENTATION OF AUTHORITY

12.1 For the purposes of this Arrangement, the Recipient agrees not to represent itself as an agent of the Minister.

13.0 CONFLICT OF INTEREST PROVISIONS REGARDING FEDERAL OFFICIALS

- 13.1 No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.
- 13.2 No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

14.0 INDEMNIFICATION

- 14.1 The Recipient will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Recipient, any breach of this Arrangement by the Recipient, and performance or nonperformance (in whole or in part) of the Recipient's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Recipient entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

ACCOUNTABILITY FRAMEWORK**1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Recipient agrees to develop, implement and maintain a system of accountability consistent with the following accountability framework and the obligations contained herein.

2.0 Transparency**2.1 Agency of the Recipient**

- 2.1.1 Where the Recipient delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Recipient will remain liable to the Minister for the performance of its obligations under this Arrangement.
- 2.1.2 Where the Recipient delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Recipient shall ensure that the Agency:
- (a) has a specified mandate, a clearly identified role and a defined relationship with the Recipient;
 - (b) adheres to the accountability provisions set out in this Arrangement;
 - (c) maintains financial records and prepares financial statements in accordance with the requirements set out in Appendix A in a manner permitting the preparation of the Audit by the Recipient; and
 - (d) upon the written request of the Minister, allows the Minister access to the premises and the records relating to any service delegated or funding transferred by the Recipient pursuant to this Arrangement.
 - (e) provides to the Recipient its financial statements prepared in accordance with the requirements set out in Appendix A. Upon the written request of the Minister, a copy of the financial statements shall be made available to the Minister.
- 2.1.3 Without limiting the generality of subsection 2.1.2, where the Recipient delegates authority or transfers funding provided pursuant to this Arrangement to an Agency:
- (a) the terms of the delegation will be evidenced by an agreement in writing executed by the Recipient and the authorized representatives of the Agency;
 - (b) upon the written request of the Minister, a copy of the agreement shall be made available to the Minister;
 - (c) the Recipient shall ensure that the Minister has reasonable access to the Recipient's records and premises and reasonable access to the records and premises of the Agency; and
 - (d) the Minister shall notify the Recipient in writing at least two (2) weeks in advance of any requirement for access pursuant to subsection 2.1.3(c).
- 2.1.4 Where the Recipient delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Recipient will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Agency, any breach of this Arrangement by the Agency, and performance or nonperformance (in whole or in part) of the Recipient's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

2.2 Budget

- 2.2.1 The Recipient shall have a Budget in place for the term of this Arrangement that includes the allocation by the Recipient of funds transferred under this Arrangement for the provision of programs, services and activities.

2.3 Conflict of Interest

- 2.3.1 The Recipient shall develop, implement and maintain conflict of interest guidelines which shall, at a minimum, provide that:
- (a) a representative or employee of the Recipient will not benefit from that position beyond the agreed upon compensation as a result of the position they hold; and
 - (b) where a representative or employee of the Recipient has a personal interest in the outcome of any decision to be made by the Recipient and that interest may give rise to a conflict of interest, that conflict and the extent of the interest will be disclosed to the Recipient and the Recipient will determine whether that individual will take part in that decision.

2.5 Loans

- 2.5.1 The Recipient shall not make loans from funds transferred under this Arrangement.

2.6 Management Framework

- 2.6.1 The Recipient shall document its management framework for delivery of programs, services and activities including its main management duties, for the benefit of First Nation Members and recipients.

3.0 Disclosure

- 3.1 The Recipient shall make the following information available to the Members of its Member First Nations upon request, and at no charge beyond the reasonable cost of reproducing the document:
- (a) this Arrangement including any Notice of Budget Adjustment or Amendment;
 - (b) the budget, the Remedial Management Plan (if any), and any amendments to such plans;
 - (c) the Audit, including the auditor's report;
 - (d) completed evaluations of the programs, services or activities funded, in whole or in part, pursuant to this Arrangement;
 - (e) policies, guidelines, written service standards and eligibility criteria and any other documents provided for in this Arrangement;
 - (f) an annual report on results of services offered to the Members of its Member First Nations.

4.0 Redress

- 4.1 The Recipient shall develop, implement and maintain policies and procedures to address disputes related to programs, services and activities, which policies and procedures shall, at a minimum, provide for:
- (a) clearly defined and impartial dispute resolution mechanisms for initiating, presenting and resolving disputes including an opportunity for all parties to be heard;
 - (b) reasonable time frames within which disputes must be initiated and resolved;
 - (c) an appeal process; and
 - (d) appropriate remedies based upon the outcome of the dispute resolution.

PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

PART D

KATIVIK REGIONAL GOVERNMENT
RCM: 033000

LINE OBJECT: 04551

AGREEMENT #: 143-2005-9067
AMENDMENT #: ---

ACTIVITY	VCC	SC	AUTH	2004 - 2005				TOTAL	2005 - 2006									TOTAL	GRAND	
				JAN	FEBR	MARCH	U.F.	3 MONTHS	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	U.F.	9 MONTHS	TOTAL
NON-CAPITAL																				
INDIAN AND INUIT PROGRAMMING (ACT)																				
GATHERING STRENGTH - CANADA'S ABORIGINAL ACTION PLAN (VAR 20262)																				
Opportunity Fund	310	02816	5CONTR				27 000	27 000										0	0	
ECONOMIC DEVELOPMENT - ADVOCACY AND PROGRAMMING (VAR 20252)																				
Economic Development Opportunity Fund	310	02702	5CONTR				54 081	54 081										0	54 081	
TOTAL NON-CAPITAL				0	0	0	81 081	81 081	0	0	0	0	0	0	0	0	0	0	0	81 081

NOTE
 FTP means Flexible Transfer Payment
 CONTR means Contribution
 S/A means Sub-Activity
 ACT means Activity
 VAR means Variable
 RCM means Responsibility Centre Manager
 SC means Service Code
 VCC means Vote Control Code
 AUTH means Funding Authorities

PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

PART D

AGREEMENT #: 143-2005-09067

AMENDMENT #:

KATIVIK REGIONAL GOVERNMENT

RCM: 030300

LINE OBJECT: 04551

ACTIVITY	VCC	SC	AUTH	2004-2005				TOTAL 3 MONTHS	2005-2006									TOTAL 9 MONTHS	GRAND TOTAL
				JAN	FEBR	MARCH	U.F.		APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC		
NON-CAPITAL																			
FIRST NATIONS FUNDING (S/A)																			
COMMUNITY ECONOMIC DEVELOPMENT ORGANISATIONS(VAR-20249)																			
CEDO Planning and Operations	310	02685	3FTP			62 549	6 950	69 499									0	69 499	
TOTAL NON-CAPITAL				0	0	62 549	6 950	69 499	0	0	0	0	0	0	0	0	0	0	69 499

NOTE
 FTP means Flexible Transfer Payment
 CONTR means Contribution
 S/A means Sub-Activity
 ACT means Activity
 VAR means Variable
 RCM means Responsibility Centre Manager
 SC means Service Code
 VCC means Vote Control Code
 AUTH means Funding Authorities

PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

PART D

KATIVIK REGIONAL GOVERNMENT
RCM: 0324

LINE OBJECT: 3351

AGREEMENT #: 143-2005-9067
AMENDMENT #:

ACTIVITY DESCRIPTION	AUTH	ACTIVITY	SC	F. A.	2004 - 2005				TOTAL 3 MONTHS	2005 - 2006								TOTAL 9 MONTHS	GRAND TOTAL			
					JAN	FEBR	MARCH	U.F.		APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV			DEC	U.F.	
NON-CAPITAL																						
YOUTH EMPLOYMENT STRATEGY PROGRAM																						
First Nations & Inuit Career Promotion and Awareness Program	374	02170	(02340)	FTP				0	107 981								11 998	119 979	119 979			
First Nations & Inuit Science and Technology Program	374	02171	(02341)	FTP				0	51 291								5 699	56 990	56 990			
First Nations & Inuit Student Summer Employment Opportunity	374	02172	(02342)	FTP				0	213 262								23 696	236 958	236 958			
First Nations & Inuit Youth Work Experience Program	374	02173	(02344)	FTP				0	261 179								29 020	290 199	290 199			
ECONOMIC AND EMPLOYMENT OPPORTUNITIES																						
ECONOMIC DEVELOPMENT - REGIONAL OPPORTUNITIES PROGRAM (VAR-20250)																						
Sectoral Development Institutions	310		02690	3FTP			137 688		137 688									0	137 688			
COMMUNITY SUPPORT SERVICES																						
Community Support Services	372	04010	(02690)	FTP (02691)				0	45 897	45 896	45 896	45 896	45 896	45 896	45 896	45 896	45 896	45 896	413 065	413 065		
COMMUNITY INFRASTRUCTURE																						
OPERATION AND MAINTENANCE OF INFRASTRUCTURE ASSETS AND FACILITIES (VAR)																						
Special Services	363		20227 02518	3FTP			50 000		50 000									0	50 000			
TOTAL NON-CAPITAL							0	0	187 688	0	187 688	679 610	45 896	45 896	45 896	45 896	45 896	45 896	45 896	70 413	1 117 191	1 304 879
GRAND TOTAL							0	0	187 688	0	187 688	679 610	45 896	45 896	45 896	45 896	45 896	45 896	45 896	70 413	1 117 191	1 304 879

NOTE
 FTP means Flexible Transfer Payment
 CONTR means Contribution
 ACTIVITY means Budget Activity/Transaction Activity Type
 AUTH means Authority
 SC means Old Service Code
 F. A. means Funding Authorities
 RCM means Responsibility Centre Manager

* The Funding Authorities identified in this Part are supported by Treasury Board approvals

PROGRAM, SERVICE AND ACTIVITY DELIVERY
AND REPORTING REQUIREMENTS

NOTE: DETAILS ON MOST REPORTING REQUIREMENTS WILL BE FOUND IN THE FIRST NATIONS NATIONAL REPORTING GUIDE (FNNRG) UNDER THE TITLE SHOWN IN BRACKETS AND ITALICS WITHIN EACH SET OF REPORTING REQUIREMENTS SET OUT IN PART D.

6.0 EDUCATION

6.3 First Nations and Inuit Youth Employment Strategy

Delivery Requirements:

The Recipient shall coordinate and manage the First Nations and Inuit Youth Employment Strategy programs (FNIYES) in accordance with the DIAND *FNIYES Program Guidelines*, as amended from time to time and the Recipient's approved program application.

Reporting Requirements:

The Recipient shall submit reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *First Nations and Inuit Youth Employment Strategy Final Activity Reports*, *First Nations and Inuit Youth Employment Strategy Evaluation Reports* and *First Nations and Inuit Youth Employment Strategy Youth Needs Assessment Report (Youth Work Experience Program only)*)

9.0 ECONOMIC DEVELOPMENT

9.1 Economic Development

Service : 02816 - \$ 27 000
02702 - \$ 54 081

Project : 4163 - Pituvik Landholding Corporation

Contribution from DIAND : \$ 81 081
Total cost of the project : \$ 324 326

Delivery Requirements:

Start up of a new business in the community of Inukjuak.

Conditions :

- proof of cash equity in the amount of \$ 81 081;
- obtain confirmation of the loan by Mikigiarutit Fund's in the amount of \$ 53 516;
- obtain confirmation of the loan by Nunavik Investment Corporation in the amount of \$ 60 000;
- obtain confirmation of the contribution by Aboriginal Business Canada's in the amount of \$ 48 648;
- obtain proof that all appropriate insurance policies are in place for the assets (building, etc.);
- the cost of the project must be committed and billed prior to March 31, 2005.

Reporting Requirements:

The applicant must present the financial reports to the Department within a period no greater than one hundred and twenty (120) days following the end of your financial year, April 30, 2006;

The applicant must submit an activity report to the Department 1 year, March 2006 and 3 years, March 2008 after the end of the project.

Once the above conditions have all been met, a first amount of \$40,540 will be issued to the Kativik Regional Government, once the financial agreement has been signed. A second payment of \$32,432 will be made upon presentation of an activity report as well as invoices and proof of payments. The balance of the contribution, being \$8,109 will be paid upon presentation of the enterprise's financial statements at the end of the first operating year.

Communication :

- The recipient accepts that the Minister of the Department of Indian and Northern Affairs Canada publicly announces the realization of this project and the amount of the financial contribution granted by the Department when and where the Minister shall see fit.
- The applicant commits himself to not to disclose any of the information regarding the project before the Minister's announcement.

9.1. Economic Development

Service : 02685 - \$ 69 499

Delivery Requirements:

For the Nunavik Regional Community Economic Development Organization (CEDO) Pilot Project.

Reporting Requirements:

Contribution to the amount of \$ 250 000 for the period from April, 2004 to March 31, 2005 :

- from April 1, 2004 to December 31, 2004 : an amount of \$ 180 501
- from January 1, 2005 to March 31 , 2005 : an amount of \$ 69 499

It is to be noted that the disbursements from April 2004 to December 31, 2004 will be transferred under Agreement 157-2004-09067 \$ 180 501.

- July 2004 :	\$ 72 085
- August 2004 :	\$ 18 334
- September 2004 :	\$ 15 512
- October 2004 :	\$ 15 512
- November 2004 :	\$ 15 512
- December 2004 :	\$ 25 496
- Undistributed funds :	<u>\$ 18 050</u>
	\$180 501

The disbursement for January 1, 2005 to March 31, 2005 will be transferred under this from January 2005 to December 2005 \$ 69 499 :

- January 2005 :	\$ 15 200
- February 2005 :	\$ 15 200
- March 2005 :	\$ 32 149
- Undistributed funds :	<u>\$ 6 950</u>
	\$ 69 499

Undistributed Funds will be distributed following analysis and acceptance of the following reports according to the schedule below :

Date	Amount	Milestone / Products
October 29, 2004 Under Agreement no 157-2004-09067	\$ 12 078	▲ Interim activity / Progress Report from April 1 st , 2004 to September 30, 2004
Under Agreement no 157-2004-09067	\$ 5 972	▲ This amount should be recovered from the 2004-2005 Undistributed Funds when the 2003-2004 Financial Statement will be analysed
April 30, 2005 Under Agreement no 143-2005-09067	\$ 6 950	▲ Final activity / Progress Report from October 2004 to March 31, 2005 ▲ Evaluation of Regional CEDO report ▲ Statement of Revenue and Expenditures

9.1.1 Community Economic Capacity and Development Program (Community Economic Development, Community Support Services)

Delivery Requirements:

The Recipient shall carry out activities in accordance with Program Guidelines, and approved operational or work plans, including terms and conditions in plan approvals.

Reporting Requirements:

- (a) The Recipient shall submit to the Minister the approved operational or work plans, no later than September 30, 2005.
- (b) The Recipient shall submit reports as set out in the *First Nations National Reporting Guide (Community Economic Development Report)*.

10.0 OPERATIONS AND MAINTENANCE OF INFRASTRUCTURE ASSETS AND FACILITIES, AND COMMUNITY CAPITAL FACILITIES SERVICE DELIVERY INCLUDING HOUSING

10.1 Operation and Maintenance of Infrastructure Assets and Facilities

10.1.1 General

Delivery Requirements:

The Recipient shall:

- (a) provide for the preservation of public health, safety and the environment; and
- (b) at a minimum, adhere to all the applicable codes and standards for design, construction, operation and maintenance of facilities.

10.1.2 OPERATION AND MAINTENANCE OF INFRASTRUCTURE - ASSETS AND FACILITIES

Delivery Requirements:

Kativik Regional Government will proceed to the purchase of furnaces to eliminate used oil in the village of Kuujuaq and Salluit for environment purposes.

Reporting Requirements:

The Recipient shall submit to DIAND an activity report and a copy of the invoice no later than May 31, 2005.

ADJUSTMENT FACTORS

EDUCATION

- First Nations and Inuit Youth Employment Strategy.
- The budget is set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.

ECONOMIC DEVELOPMENT

- Community Economic Capacity and Development Program,
 - Community Support.
- Economic Development (VAR 20249)
 - Community Economic Development Organisations (Service 02685)
- The budget may be set at the start of the Arrangement or set on a proposal basis.
- The budget is set on a proposal basis.

OPERATIONS AND MAINTENANCE OF INFRASTRUCTURE ASSETS AND FACILITIES

- Operation and Maintenance of Infrastructure Assets and Facilities.
- The budget is set on a proposal basis

GATHERING STRENGTH - CANADA'S ABORIGINAL ACTION PLAN

- Gathering Strength - Opportunity Fund
- The budget is set on a proposal basis.

SCHEDULE OF REPORTING REQUIREMENT DUE DATES

Arrangement No.: 143-2005-9067

	REPORTS REQUIRED	REPORTS DUE
6.0 EDUCATION 6.3 First Nations and Inuit Youth Employment Strategy - Career Promotion & Awareness Program - Career Promotion & Awareness Activities - Co-operative Education - Science and Technology Program - Student Summer Employment Opportunities Program - Youth Work Experience Program	- Final Activity Report & Evaluation Report (TMPS 0170 & 0171) - Final Activity Report & Evaluation Report (TMPS 0172 & 0173) - Final Activity Report & Evaluation Report (TMPS 0174 & 0175) - Final Activity Report & Evaluation Report (TMPS 0176 & 0177) - Final Activity Report & Evaluation Report (TMPS 0178 & 0179) - Youth Needs Assessment (TPMS 0180)	- Due on April 30 - Due on April 30 - Due on April 30 - Due on September 15 - Due on April 30 - Due on April 30
9.0 ECONOMIC DEVELOPMENT 9.1 Economic Development Pituvik Landholding Corporation Nunavik Regional Community Economic Development Organization (CEDO) Pilot project 9.1.1 Community Economic Capacity and Development Program	- Financial report - Activity report - Final Activity /Progress Report from October 2004 to March 31, 2005 - Evaluation of Regional CEDO Report - Statement of Revenue and Expenditures - Operational or Work Plans - Community Economic Capacity and Development Program (TPMS 0131) - Community Support Services Report	- Due no greater than 120 days following the end of your present financial year April 30, 2006 - Due 1 year, March 2006 and 3 years, March 2008 after the end of the project - Due no later than April 30, 2005 - Due no later than April 30, 2005 - Due no later than April 30, 2005 - Due on September 30, 2005 - Due within 120 days after the end of the fiscal year in which funding was received
10.0 OPERATIONS AND MAINTENANCE OF INFRASTRUCTURE ASSETS AND FACILITIES, AND COMMUNITY CAPITAL FACILITIES SERVICE DELIVERY INCLUDING 10.1 Operation and Maintenance of Infrastructure 10.1.2 Operation and Maintenance of Infrastructure - Assets and Facilities	- Activity report and a copy of invoice	- Due no later than May 31, 2005
11.0 FINANCIAL STATEMENTS	- Audited Statement of Revenue and Expenditure	- Due 120 days of the Recipient's fiscal year end

**REPORTING WITH AN
AUDITED STATEMENT OF REVENUE AND EXPENDITURE**

1.0 INTRODUCTION

- 1.1 Recipients will provide DIAND with an audited statement of revenue and expenditure to account for the funds provided through the Arrangement. It shall be audited in accordance with generally accepted auditing principles.

2.0 FINANCIAL REPORTING REQUIREMENTS

- 2.1 The audited statement of revenue and expenditure shall include the following:

- (a) An auditor's report, as outlined in Section 5805 of the Canadian Institute of Chartered Accountants (CICA) Handbook;
- (b) A statement of revenue and expenditure for each program, service and activity funded through the Arrangement (**see example**). More specifically,
 - (i) the statement should be presented on an accrual basis;
 - (ii) the revenue section of the statement should include funding/revenue from all sources including funds received from other government departments, private enterprises and other sources;
 - (iii) the expenditure section of the statement should include all expenditures relating to the programs, services and activities;
 - (iv) the amounts due to/from DIAND should be disclosed. Contribution funding, as described in this Arrangement, provided to the Recipient is to be used for the purposes specified in the Arrangement. Recipients must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable. Also, any claims eligible for reimbursement under the terms and conditions of the Arrangement will be reimbursed by DIAND to the Recipient and must be disclosed as an account receivable; and
 - v) the statement of revenues and expenses should be signed by the Recipient.
- (c) The accompanying notes to the audited statement of revenue and expenditure

APPENDIX A

EXAMPLE OF PROGRAMS, SERVICES AND ACTIVITIES
STATEMENT OF REVENUE AND EXPENDITURE

(Recipient's Name)
 Audited Statement of Revenue and Expenditure
 Description of the programs, services and activities as stated in the Arrangement
 for the year ended (_____)

	Budget <u>20(xx)</u> \$	<u>20(xx)</u> \$	<u>20(xx-1)</u> \$
REVENUE			
DIAND			
Other government departments			
Private enterprises			
Other sources			
Total programs, services and activities revenue	_____	_____	_____
EXPENDITURE			
Salaries			
Employee benefits			
Rent			
Travel			
Consultation fees			
Administration			
Bank and interest charges			
Other			
Total programs, services and activities expenditure	_____	_____	_____
	_____	_____	_____
SURPLUS (DEFICIT)	=====	=====	=====
AMOUNT PAYABLE TO DIAND	=====	=====	=====

Signature: _____

See accompanying notes to audited statement of revenue and expenditure.

RE: Application for a permit to burn used oil for energy generating purposes
File #: 760-10-01-19008-00 (200004346)

Information requested:

- 1) Copy of the resolution from the council for signing authority (see attached).
- 2) Certificate confirming that the information provided in the forms dated August 25, 2000 and letter dated March 27, 2001 are still valid and current (see attached).
- 3) Letter from Qaqqalik Landholding confirming that the Northern Village has the right to use that site. (see attached)
- 4) Plan of the village (see attached).
- 5) Geographic coordinates: 62° 20'N 75° 64'W
- 6) Plan of the municipal garage where the used oil furnace will be kept and used (see attached).
- 7) The used oil will be stored in barrels in a double-sided container, outside the municipal garage building. At no time will the used oil be stored close to any drain. A spill kit will be kept on site at all times to help contain and clean up any accidental spill that may occur.
- 8) All used oil will be tested prior to its use for the used oil furnace. Should any traces of contaminants be found in the test results (based on standards specified in Schedule 6), the used oil from which the samples are taken will not be used for burning but instead, be properly packed and shipped to a certified waste disposal and treatment site in the south of the province.

SCHEDULE 6

(ss. 26 and 27)

STANDARDS FOR USE OF USED OIL IN ENERGY GENERATION

[Q-2R15.1#08, 1997 G.O. 2, 5228]

Parameters	Fuel equipment whose capacity is greater than 10 megawatts	Fuel equipment whose capacity is greater than or equal to 3 megawatts
MAXIMUM CONCENTRATION ALLOWED (mg/kg)*		
Arsenic 5	5	
Cadmium	2	2
Chromium	10	10
Lead	100	50

Total halogens	1 500	1 000
Polychlorinated biphenyls	50	3
MINIMUM VALUE ALLOWED		
Flash point	38°C	38°C
Calorific value**	18 500 kJ/kg	18 500 kJ/kg
TOTAL CONTENT ALLOWED		
Water***	20 %	20 %
Sulphur****	1,5 %	1,5 %

* Maximum concentration allowed is expressed in milligrams (mg) of contaminant per kilogram (kg) of used oil.

** Minimum calorific value is expressed in kilojoules (kJ) per kilogram (kg) of used oil.

*** Maximum water content is expressed in percentage volume/volume (%).

**** Maximum sulphur content is expressed in percentage mass/mass (%).

O.C. 1310-97, Sch. 6.

9) Representative samples of the used oil will be taken and sent for testing at a laboratory accredited by the *Ministère du Développement durable, de l'Environnement et des Parcs* to ensure the oil meets the necessary criteria for their disposal by burning. The tests will be conducted on a monthly basis. The samples will be taken according to instructions provided by the laboratory that will produce the analysis reports.

10) The tank containing the used oil and the connection with the burner will be equipped with a sampling system in accordance with the ULC-C842 standard (see attached pictures).

11) Only used oil produced at the municipal garage, from equipment used by the municipality, will be burned for energy purposes. Regular sampling will determine whether any contaminants are found in the used oil (such as anti-freeze or water). Any used oil that has been mixed with other substances will not be used but instead, properly packed and shipped to a certified waste disposal and treatment site in the south of the province.

12) The used oil will be stored in barrels in a double sided container and the tank connected to the used oil furnace will be kept in a basin to contain any potential leaks. A spill kit will be kept on site at all times to help contain and clean up any accidental spill that may occur.

13) Since the used oil furnace is to burn oil produced only by the municipal garage equipment used by the municipality, this request is for a certificate of authorization (and not a permit). In accordance with the Environment Quality Act, no fees are applicable to this request.

Should any additional information be required, please do not hesitate to contact Paulusie Saviadjuk, Municipal Manager for the Northern Village of Salluit (tel.: 819-255-8953; email: manager@nvsalluit.ca) or Caroline Larrivée, Land Use Planner at the Kativik Regional Government (tel.: 819-964-2961 ext. 2252; email: clarrivee@krg.ca).

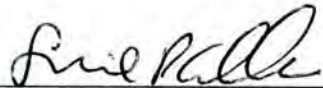
Salluit, November 9, 2005

Raynald Gagnon
Service industriel et agricole
Direction régionale de l'analyse et de l'expertise de l'Abitibi-Témiscamingue et du Nord-
du-Québec
Ministère du Développement durable, de l'Environnement et des Parcs
180, boulevard Rideau
Rouyn-Noranda (QC) J9X 1N9

RE : Request for certificate of authorization to burn used oil for energy purposes
Ref. # : 7610-10-01-19008-00 (200004346)

Dear Sir,

This is to certify that the information provided in the forms dated August 2, 2002 and the letter dated March 27, 2001 by Donald Cameron are still valid and current. See attached documents.



Secretary-Treasurer



Date



No of resolution
or annotation

Laws and Resolutions for the Council of the Northern Village of Salluit

Resolution 2005-34

Concerning a mandate to request a permit from the Ministered u Développement durable, de l'Environnement et des Parcs du Quebec for burning used oil for energy purposes.

WHEREAS: the Municipal Council of Salluit is the local governing body for the Northern Village of Salluit;

WHEREAS: the Northern Village of Salluit wished to utilize the used oil generated by its municipal garage and equipment to burn with the purpose of heating some of its buildings;

WHEREAS: the Regulation respecting Hazardous Material (R.Q.c.Q-2, r.15.2) provides that all uses of residual hazardous materials for energy generation purposes, including used oil, require a certificate of authorization from the Ministered u Développement durable, de l'Environnement et de Parcs (MDDEP);

WHEREAS: the regulation stipulates that the council adopt a resolution to mandate a signing authority to submit an application for this certificate of authorization;

THEREFORE IT IS HEREBY RESOLVED THAT:

1. the preamble be an integral part of this resolution;
2. Susie P. Alaku be mandated to submit the application for a certificate of authorization to the MDDEP, on behalf of the municipal council, for the realization of the above-mentioned project;
3. Susie P. Alaku be authorized to sign any and all documents required to implement this resolution;
4. this resolution comes into effect the day of its adoption.



**Laws and Resolutions for the Council
of the Northern Village of Salluit**

~~Precreat SPA~~
Resolution 2005-34

MOVED BY: Johnny K. Papigatak
SECONDED BY: Annie Amaamatuak
APPROVED BY: 4 AGAINST: 0
ABSTAINED: 0 ABSENTEES: 3
ADOPTED ON: November 21, 2005
MAYOR'S SIGNATURE: [Signature]
SEC-TREASURER SIGNATURE: [Signature]

CERTIFIED A TRUE EXCERPT FROM THE MINUTES OF THE COUNCIL OF THE
NORTHERN VILLAGE OF SALLUIT, AT A DULY CALLED AND HELD SITTING,
ON THE 21st DAY OF November, 2005.

[Signature]
SUSIE P. ALAKU
SECRETARY-TREASURER

I certify this to be a true copy of the
original resolution.

[Signature]

FILE: USED OIL FURNACE
APPLICATION FORM FOR PERMIT TO BURN USED OIL

PLAN OF THE MUNICIPAL GARAGE IN SALLUIT

