



Conservation

Environmental Stewardship Division
Environmental Assessment and Licensing Branch
123 Main Street, Suite 160, Winnipeg, Manitoba R3C 1A5
T 204 945-7100 F 204 945-5229
www.gov.mb.ca/conservation/envapprovals
FAXED
CLIENT FILE NO.: 5239.00

September 26, 2007

Barton Taylor
Manager, Waste Services, Mid Canada
Hazco Environmental Services
Unit #1 – 325 Parkdale Road
St. Andrews MB R1A 3N9

Dear Mr. Taylor:

Enclosed is Dangerous Goods Handling and Transportation Act Licence No. 220 HW dated September 26, 2007 issued in accordance with The Dangerous Goods Handling and Transportation Act to **Hazco Environmental Services** for the construction and operation of a hazardous waste collection facility ("the facility") located at 1199 St James Street, Winnipeg, Manitoba.

In addition to the enclosed Licence requirements, please be informed that all other applicable federal, provincial and municipal regulations and by-laws must be complied with.

For further information on the administration and application of the Licence, please feel free to contact Darrell Ouimet, Environment Officer at (204) 945-7072.

Pursuant to Section 25 of The Dangerous Goods Handling and Transportation Act, this licencing decision may be appealed by any person who is aggrieved by the issuance of this Licence to the Minister of Conservation within 30 days of the date of the Licence.

Yours truly,

Tracey Braun, M.Sc.
Director
Dangerous Goods Handling
and Transportation Act

Enc.

- c: B. Gillespie, Regional Director, Central Region
- c: Darrell Ouimet, Environment Officer
- c: Millennium Public Library/Manitoba Eco-Network
- c: City of Winnipeg Community Committee

NOTE: Confirmation of Receipt of this Licence No. 220 HW (*by the Licensee only*) is required by the Director of Environmental Assessment & Licensing Branch. Please acknowledge receipt by signing in the space provided below and faxing a copy back to the Department by October 3, 2007.

On behalf of Hazco Environmental Services

Date

A COPY OF THIS LICENCE MUST BE OBTAINED FROM THE FACILITY AT ALL TIMES



LICENCE

Licence No./Licence n° 220 HW

Issue Date/Date de délivrance September 26, 2007

In accordance with the Manitoba Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12)/
Conformément à la Loi sur la manutention et le transport des marchandises dangereuses (C.P.L.M. c. D12)

THIS LICENCE IS ISSUED TO:/CET LICENCE EST DONNÉ À:

HAZCO ENVIRONMENTAL SERVICES; "the Licencee"

for the construction and operation of a hazardous waste collection facility ("the facility") located at 1199 St James Street, Winnipeg, Manitoba, and in accordance with the Application filed under The Dangerous Goods Handling and Transportation Act dated November 30, 2006 and the additional information received in August, 2007 and subject to the following specifications, limits, terms and conditions:

DEFINITIONS

In this Licence,

"**accredited laboratory**" means an analytical facility accredited by the Standard Council of Canada (SCC), or accredited by another accrediting agency recognized by Manitoba Conservation to be equivalent to the SCC, or be able to demonstrate, upon request, that it has the quality assurance/quality control (QA/QC) procedures in place equivalent to accreditation based on the international standard ISO/IEC 17025, or otherwise approved by the Director;

"**affected area**" means a geographical area excluding the property of the facility;

"**approved**" means approved in writing;

"**contaminant**" means any solid, liquid, gas, waste, radiation or any combination thereof that is foreign to or in excess of the natural constituents of the environment and:

- a. that affects the natural, physical, chemical or biological quality of the environment; or
- b. that is or is likely to be injurious or damaging to the health or safety of a person;

****A COPY OF THE LICENCE MUST BE KEPT ON SITE AT THE FACILITY AT ALL TIMES****

"**daily**" means each day that the facility is being operated by staff;

"**dangerous goods**" means any product, substance or organism designated in the regulations, or conforming with the criteria set out in the regulations, or in any regulation adopted in accordance with The Dangerous Goods Handling and Transportation Act, and includes hazardous wastes;

"**Director**" means an employee of the department who has been designated or appointed by the Minister;

"**drum**" means a container having a capacity of 205 litres;

"**drum equivalent**" means a volume of 205 litres;

"**Environment Officer**" means a department employee designated or appointed under Section 6 of The Dangerous Goods Handling and Transportation Act;

"**hazardous waste**" means any substance or group of substances so designated by the regulations or conforming to criteria set out in the regulations;

"**lab pack**" means a container used for transportation of small quantities of compatible wastes as defined in the Environment Canada document "User's Guide to The Preparation and Handling of Labpacks" printed March 1989, catalogue En 40-369/198;

"**licenced carrier**" means a person who has a valid licence to transport hazardous waste pursuant to Manitoba Regulation 175/87, as amended from time to time, under The Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12);

"**noise nuisance**" means an unwanted sound, in an affected area, which is annoying, troublesome, or disagreeable to a person:

- a) residing in an affected area;
- b) working in an affected area; or
- c) present at a location in an affected area which is normally open to the members of the public;

if the unwanted sound

- d) is the subject of at least 5 written complaints, received by the Director in a form satisfactory to the Director, and within a 90 day period, from 5 different persons falling within clauses a), b), or c), who do not live in the same household;

"**odour nuisance**" means a continuous or repeated odour, smell or aroma in an affected area which is offensive, obnoxious, troublesome, annoying, unpleasant, or disagreeable to a person:

- a) residing in an affected area;
- b) working in an affected area; or

- c) present at a location in an affected area which is normally open to the members of the public;
if the odour, smell or aroma
- d) is the subject of at least 5 written complaints in a form satisfactory to the Director and from 5 different persons falling within clauses (a), (b) or (c), who are unrelated and who do not live in the same household, received by the Director within a 90 day period; or
- e) is the subject of at least one written complaint in a form satisfactory to the Director and from a person falling within clauses (a), (b) or (c) and the Director is of the opinion that if the odour, smell or aroma had occurred in a more densely populated area there would have been at least 5 written complaints from 5 different persons who are unrelated and who do not live in the same household within a 90 day period;

"permanently closed" means that the facility is not operated for a period of 12 months or more;

"Sea Box" means containers which are 40 feet in length, can be securely locked and are watertight;

"small containers" means containers having a capacity of less than 205 litres;

"storage building" means the building that houses the offices, laboratory and storage area;

"tote" means a container with a capacity of approximately 1000 litres used to contain hazardous waste; and

"transport vehicle" means any of the trucks or trailer units described in the Application; and

"wastewater" means any liquid containing a contaminant as defined in The Manitoba Dangerous Goods Handling and Transportation Act, associated with or resulting from the facility which is discharged into the environment.

GENERAL TERMS AND CONDITIONS

This Section of the Licence contains requirements intended to provide guidance to the Licencee in implementing practices to ensure that the environment is maintained in such a manner as to sustain a high quality of life, including social and economic development, recreation and leisure for present and future Manitobans.

1. The Licencee shall implement a high standard of equipment maintenance and good housekeeping and operational practices with respect to the facility, at all times.

2. The Licencee shall, unless otherwise specified by this Licence, retain all records during the full life of operation of the facility, and after closure, for such period of time as may be specified by the Director. Records may be transferred from their original form to other accepted forms for information storage.
3. The Licencee shall provide to the Director, upon request, all information required under this Licence, in writing and in such form and content (including number of copies), as may be specified by the Director.
4. The Licencee shall, upon the request of the Director and in addition to any of the specifications, limits, terms or conditions specified in this Licence:
 - a) sample, monitor, analyze and/or investigate specific areas of concern regarding any segment, component, or aspect of contaminant storage, containment, handling, disposal or emission systems, for such contaminants or ambient quality, leachate characteristics and discharge or emission rates, for such duration and at such frequencies as may be specified;
 - b) determine the environmental impact associated with the release of any contaminants from the facility; or
 - c) provide the Director, within such time as may be specified, with such reports, drawings, specifications, analytical data, descriptions of sampling and analytical procedures being used, flow rate measurements and such other information as may from time to time be requested.
5. The Licencee shall, unless otherwise specified in this Licence:
 - a) carry out all sampling of, and preservation and analyses on liquid samples, including but not limited to surface water and ground water, in accordance with the methods prescribed in the most current edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation, or in accordance with an equivalent sampling and analytical methodology approved by the Director;
 - b) carry out all sampling of, and preservation and analyses on dangerous goods, hazardous wastes, and air samples in accordance with methodologies approved by the Director;
 - c) ensure that all analytical determinations are undertaken by an accredited laboratory, or by a laboratory approved by the Director; and
 - d) report the results to the Director within 60 days of the samples being taken.
6. The Licencee shall, for the purpose of compliance monitoring, notify the Director orally concerning any actual or anticipated breach or failure to meet any specification, limit, term or condition of this Licence, as soon as possible after discovery, and in any event within 2 working days of discovery.

7. Notwithstanding Clause 5 of this licence, where analyses are carried out on waste substances in order to determine the classification of the substances, the Licencee is not required to submit the analysis results to the Director, except on request.

SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

Respecting Facility Operation

8. The Licencee shall only use the facility for receiving, storing, repacking and shipping of hazardous waste.
9. The Licencee shall construct and operate the facility to conform to the November 30, 2006, Dangerous Goods Handling and Transportation Act Application as amended in August 2007.
10. The Licencee shall construct the contained area with a berm and fence and indicate on a sign that is attached to the fence the name of the Licencee together with the emergency telephone number.
11. The Licencee shall clearly post at the entrance gate to the operational area of the facility the name of the Licencee, the hours of operation of the facility and a 24 hour emergency phone number.
12. The Licencee shall carry out truck to truck transfer of hazardous wastes only within the contained area, unless otherwise approved by the Director.
13. The Licencee shall transport by licenced carriers all hazardous wastes being shipped from the facility directly to receivers approved in the jurisdiction where the receiver is located.
14. The Licencee shall transport hazardous waste to or from the facility only when the hazardous waste is accompanied by a hazardous waste manifest, or a dangerous goods shipping document, as appropriate.
15. The Licencee shall carry out any draining, flushing or cleaning of containers or transport vehicles performed at the facility in a manner which retains any wash water and contaminants on the facility and the retained fluids shall be disposed of in a manner approved by the Director.
16. The Licencee shall carry out, as deemed necessary by the Director, any remedial measures or modifications in respect to matters authorized under this Licence.
17. The Director, or an Environment Officer, may, without incurring liability for so doing, enter the facility for the purpose of:
 - a) investigating, inspecting and carrying out tests at the facility; and

- b) examining, making copies of, or taking extracts from any records of the facility pursuant to an investigation, inspection, or test under this Licence.
18. The Licencee shall clearly mark each hazardous waste container with a capacity greater than 1 litre or 1 kilogram being received at the facility with a unique number which can be used to track the container and to reference manifests and other appropriate documentation.

Respecting Storage General

19. The Licencee shall inspect the facility on a daily basis and any unauthorized materials found at the facility during the daily inspections are to be placed in secure storage or removed from the facility immediately.
20. The Licencee shall submit, in writing, a complete inventory of hazardous waste materials in storage at the facility to the Director on a monthly basis, or upon the request of the Director.
21. The Licencee shall segregate hazardous wastes with incompatible characteristics to the greatest degree possible within the facility.
22. The Licencee shall not store hazardous waste outside of the storage building, except that wastes being delivered to the facility may be stored in the incoming transport vehicle within the contained area for up to 10 days prior to being unloaded, unless a longer period is approved by the Director.
23. The Licencee shall maintain the storage area of the office building in a condition capable of retaining any spillage which may occur. Concrete floor surfaces must be sealed to facilitate clean-up operations in the event of a spill within the building. Floor drains or catch basins are not permitted in the storage area unless they are connected only to an on-site holding tank or sump.
24. The Licencee shall only park transport vehicles carrying hazardous waste in the contained area.
25. The Licencee shall park overnight at the facility no more than four transport vehicles that are carrying hazardous waste at a time. Approval from the Director is required for additional trucks to park overnight.
26. The Licencee shall equip with secondary containment all transport vehicles carrying hazardous waste that are parked at the facility.
27. Notwithstanding Clause 22 of this licence, the Licencee may store hazardous wastes that have been segregated into their classes in order to facilitate the separation of wastes destined for different receivers in the Sea Box containers inside the contained area for up to 90 days.

28. Notwithstanding Clause 22 the Licencee may store waste lead acid batteries and propane gas cylinders outside, provided that the batteries are on wooden pallets and are protected from precipitation.

Respecting Storage of Hazardous Waste

29. The Licencee shall not store at the facility, at any time, totes, drums and small containers containing hazardous waste, in excess of 1500 drum equivalents, unless otherwise approved by the Director.
30. Notwithstanding Clause 29 the Licencee shall comply with the National Fire Code volume quantities as set out for inside storage for dangerous goods.
31. The Licencee shall store hazardous waste as described in Clause 29 of this Licence:
- a) in single pallet rows not more than 2 drum heights or 240 centimetres in height;
 - b) with a minimum aisle width between rows of 60 centimetres; and
 - c) with a maximum row width not to exceed 150 centimetres.
32. The Licencee shall not store hazardous waste as described in Clause 29 of this Licence for a period exceeding 90 days from the date of receipt of the hazardous waste, except for lab packs, where a 14 day period for storage will commence on the date the lab pack is filled.
33. The Licencee shall, upon completion of a lab pack, properly label and mark the outer container and attach an inventory of the contents to the container. The date of completion of filling of the lab pack shall also be indicated on the inventory.
34. The Licencee shall not store more than 20 in-process lab packs at the facility. The in-process lab packs shall be segregated from the other hazardous wastes in storage.

Respecting Air Emissions

35. The Licencee shall not cause or permit an odour nuisance to be created as a result of the construction, operation, or alteration of the facility, and shall take such steps as the Director may specify to eliminate or mitigate an odour nuisance.
36. The Licencee shall not cause or permit a noise nuisance to be created as a result of the operation or alteration of the facility, and shall take such steps as the Director may require to eliminate or mitigate a noise nuisance.

Respecting Wastewater Emissions

37. The Licencee shall direct all wastewater generated as a result of any activity at the facility, to a sump or sumps properly designed to contain such liquids.
38. The Licencee shall manage all liquids collected in sumps in a manner approved by the Director.

Respecting Facility Security

39. The Licencee shall ensure that the facility is equipped with intrusion alarms and fire detection systems in all storage, handling and laboratory areas. Alarms must be monitored at a remote location and must be in good operating order at all times.
40. The Licencee shall not receive the following hazardous waste at the facility without the written approval of the Director:
 - a) waste containing polychlorobiphenyls (PCBs);
 - b) radioactive material;
 - c) infectious waste;
 - d) biomedical waste;
 - e) explosives; and
 - f) hazardous waste which is readily capable of detonation or of explosive decomposition or reaction at normal temperature and pressure.

Respecting Training

41. The Licencee shall provide training for all persons who will be assigned duties at the facility in:
 - a) Transportation of Dangerous Goods Regulations; and
 - b) procedures pertaining to the operation of the facility including spill response.

The records of this training shall be made available for inspection by an Environment Officer upon request.

Respecting Spills

42. The Licencee shall, within 30 days of the date of issuance of this Licence, provide the Director with a current contingency plan outlining procedures to be used in the event of a leak, spill, fire or other hazardous condition at the facility.
43. The Licencee shall provide the Director and the Winnipeg Fire and Police Departments with a 24 hour contact number for Licencee personnel who have access to current on-site waste inventories at the facility.

44. The Licencee shall, when a reportable quantity of a hazardous waste is spilled, immediately report the spill at the facility to the 24 hour emergency response line at Manitoba Conservation at (204) 944-4888. A written report concerning the spill and the actions taken shall be forwarded to the Director within 7 days of the occurrence of the spill.
45. The Licencee shall properly equip the facility with spill cleanup equipment and supplies.
46. The Licencee shall contain and clean up immediately all spills or leaks of hazardous waste at the facility.
47. The Licencee shall in the event of an Environmental Accident as defined in The Dangerous Goods Handling and Transportation Act and Regulations thereunder, take all necessary actions to contain the spill, manage the impacted environment and to restore the environment to the satisfaction of the Director.

Respecting Annual Reporting

48. The Licencee shall, on or before the 15th day of April of each year and beginning in 2008, submit to the Director an annual report with respect to all activities at the facility conducted pursuant to this Licence during the previous calendar year. The format of the report shall be approved by the Director and contain, as a minimum, the following information:
 - a) the amount and type of each hazardous waste received and shipped off-site for disposal;
 - b) a summary of the hazardous waste characterization data;
 - c) a summary of all calibration and equipment maintenance records;
 - d) summary reports and details of all incidents that require implementation of the contingency plan; and
 - e) with respect to any monitoring programs:
 - i) the date(s), exact place, and time(s) of sampling or measurements;
 - ii) the date(s) analyses were performed;
 - iii) the individual(s) who performed the analyses;
 - iv) documentation to verify the appropriate certification of the laboratory used to perform the analyses; and
 - v) quality assurance and quality control data.

Respecting Alterations and Decommissioning

49. The Licencee shall obtain approval, in writing, from the Director for any proposed alteration or expansion to the facility which is likely to cause a significant environment effect, before proceeding with the alteration.

50. The Licencee shall, at the request of the Director, in the event that the facility is permanently closed, conduct an investigation in accordance with "Manitoba Conservation's Guideline for Environmental Site Investigations in Manitoba", (March 1998), to the satisfaction of the Director, to identify any contamination which may have resulted from the operation of the facility.
51. The Licencee shall, where the investigation referred to in Clause 50 of this Licence shows that contamination of the environment has occurred, submit a remediation proposal, within 60 days, to the Director and, upon approval of this proposal by the Director, the required remediation shall be carried out by the Licencee.

Respecting Financial Insurance/Assurance

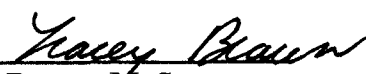
52. The Licencee shall, within 30 days of the date of issuance of this Licence, provide to the Director satisfactory written evidence of the insurance policies described in Clauses 54, 55, 56 and 57 of this Licence, relating to the facility.
53. The Licencee shall provide to the Director satisfactory written evidence of the insurance coverages described in Clauses 54, 55, 56 and 57 of this Licence, on an annual basis.
54. The Licencee shall purchase and maintain Comprehensive General Liability Insurance with a minimum limit of \$2.0 million per occurrence providing coverage for the facility and all operations of the Licencee at the facility. The terms and conditions of coverage shall be satisfactory to the Director, and without limitations shall include coverage for bodily injury (including death), personal injury and accidental property damage, blanket contractual broad form property damage, and non-owned automobile coverages.
55. The Licencee shall purchase and maintain Automobile Liability Insurance for all owned and non-owned licenced vehicles used in connection with the operation of the facility and which provides coverage against liability arising from third party bodily injury or property damage for a minimum of \$2.0 million per occurrence with terms and conditions satisfactory to the Director. If the automobile liability policy excludes coverage for sudden and accidental pollution, this coverage shall be provided under the Environmental Impairment Liability Policy or the Comprehensive General Liability Policy.
56. The Licencee shall, within 60 days of the date of this Licence, post a Performance Bond, an irrevocable letter of credit, or other security with Manitoba Department of Conservation to the satisfaction of the Director in the amount of \$100,000. This security and renewals thereof, shall remain in place at all times during the operation and decommissioning of the facility. The Director may order forfeiture of the security either in whole or in part by giving written notice to that effect to

the Licencee liable on the documents, upon the Director being satisfied that the facility is in breach of any of the terms of this Licence.

57. The Licencee shall purchase and maintain Environmental Impairment Liability Insurance providing coverage for the Licencee's on and off-site operations associated with the facility. The minimum limits shall be \$3.0 million for gradual pollution and \$5.0 million for sudden and accidental pollution, with a minimum annual aggregate of \$5.0 million. Terms and conditions of coverage shall be satisfactory to the Director. Environmental impairment resulting from the loading and unloading of licenced vehicles shall be covered under the Environmental Impairment Liability Policy or under the Comprehensive General Liability Policy on a sudden and accidental basis; or via a specific endorsement on the automobile liability policy.

REVIEW AND REVOCATION

- A. If, in the opinion of the Director, the Licencee has exceeded or is exceeding or has failed or is failing to meet the specifications, limits, terms, or conditions set out in this Licence, the Director may, temporarily or permanently, revoke this Licence.
- B. If, in the opinion of the Director, new evidence warrants a change in the specifications, limits, terms or conditions of this Licence, the Director may require the filing of a new Application pursuant to The Dangerous Goods Handling and Transportation Act.



Tracey Braun, M. Sc.
Director
Dangerous Goods Handling
and Transportation Act

Client File No.: 5239.00

Consignor Registration No. MB G11448
Consignee Registration No. MB R30053