



Conservation and Water Stewardship

Climate Change and Environmental Protection Division
Environmental Approvals Branch
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CLIENT FILE NO.: 3331.10

October 29, 2012

Don White, P. Chem, QEP
Compliance Manager
Clean Harbors Canada Inc.
P.O. Box 390
Ryley AB T0B 4A0

Dear Mr. White:

Enclosed is **revised Licence No. 70 HW RR** dated October 29, 2012 issued to **Clean Harbors Canada Inc.** for the operation of a hazardous waste transfer facility located at 1147 Henry Street, in the City of Winnipeg, in accordance with the proposal filed under *The Dangerous Goods Handling and Transportation Act* on September 9, 1992, and the additional information submitted on February 10, 1997 July 29, 1998, and October 4, 2012.

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. A Notice of Alteration must be filed with the Director for approval prior to any alteration to the facility as licensed.

For further information on the administration and application of the Licence, please feel free to contact Sonja Bridges, Environment Officer at 204-918-4271.

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

Yours truly,

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

Enc.

c: Don Labossiere, Director, Environmental Compliance and Enforcement
Public Registries

NOTE: Confirmation of Receipt of this Licence No. 70 HW RR (*by the Licensee only*) is required by the Director of Environmental Approvals. Please acknowledge receipt by signing in the space provided below and faxing a copy (letter only) to the Department by November 12, 2012

On behalf of Clean Harbors Canada Inc.

Date

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

LICENCE

Licence No./Licence n° 70 HW RR

Issue Date/Date de délivrance September 4, 1998

Revised: October 24, 2002

Revised: October 29, 2012

In accordance with *The 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:/CETTE LICENCE EST DONNÉE À:

CLEAN HARBORS CANADA, INC.;

"the Licencee"

for the operation of a hazardous waste transfer facility, (hereinafter referred to as "the facility"), located at 1147 Henry Street, in The City of Winnipeg, Province of Manitoba, in accordance with the proposal filed under *The Dangerous Goods Handling and Transportation Act* on September 9, 1992, and the additional information submitted on February 10, 1997 July 29, 1998, and October 4, 2012 and subject to the following specifications, limits, terms and conditions:

DEFINITIONS

In this Licence;

"**accredited laboratory**" means a facility accredited by the Standard Council of Canada (SCC), or accredited by another accrediting agency recognized by Conservation and Water Stewardship 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;

"**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;

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"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 so designated pursuant to *The Dangerous Goods Handling and Transportation Act*;

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

"drum equivalent" means a volume of 205 litres;

"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 Lab packs" printed March 1989, catalogue En 40-369/198;

"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, 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;

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

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

"wastewater" means any liquid containing a contaminant as defined in *The 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.

The specifications, limits, terms and conditions of this Licence are severable. If any term or condition of this Licence, or the application of any specification, limit, or term or condition to any circumstances is held invalid, the application of such specification, limit, or term or condition to other circumstances and the remainder of this Licence shall not be affected thereby.

Nothing in this Licence shall be construed to relieve the Licencee from civil or criminal penalties.

1. The Licencee shall only use the facility for receiving, storing, repacking and shipping of hazardous waste as described in the Application dated September 9, 1992.
2. The Licencee shall implement a high standard of equipment maintenance and good housekeeping and operational practices with respect to the facility, at all times.
3. The Licencee shall reduce the production and dissemination of wastes by initiating and maintaining waste reduction and waste recycling programs.
4. The Licencee shall only receive hazardous wastes from companies in Manitoba that are generators registered pursuant to *Manitoba Regulation 175/87*, as amended from time to time. Hazardous waste being shipped from the facility must be transported directly to receivers approved in the jurisdiction where they are located.
5. 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 fenced compound for up to 72 hours prior to being unloaded.
6. The Licencee shall not store hazardous waste outside of the storage building, except that wastes being shipped from the facility may be stored in the outgoing transport vehicle within the fenced compound for up to 72 hours prior to being shipped.
7. The Licencee shall clearly mark with a unique number, which can be used to track the container and to reference manifests and other appropriate documentation, each hazardous waste container with a capacity greater than 1 litre or 1 kilogram that is received at the facility.
8. The Licencee shall segregate hazardous wastes with incompatible characteristics to the greatest degree possible within the storage area.
9. The Licencee shall maintain the storage 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 to an on-site holding tank or sump.

10. The Licencee shall carry out any draining, flushing or cleaning of containers or vehicles at the facility in a manner which retains any wash water and contaminants at the facility so that the retained fluids are disposed of in an approved manner.
11. The Licencee shall train all staff involved in the transport and handling of waste at the facility in safe operating practices and emergency response procedures.
12. The Licencee shall maintain an accessible stock of equipment for containment and clean-up of spills at the facility at all times.
13. The Licencee shall design and operate the facility in compliance with all applicable federal, provincial and municipal legislation.
14. 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.
15. 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.
16. 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.
17. The Licencee shall provide to the Director, upon request, all information required under this Licence, in writing and in such form (including number of copies), as may be specified by the Director.

18. The Licencee shall submit to the Director all records, as determined by the Director, that are relevant to the control of contaminants with respect to the operation of the facility or regarding the conduct of any activity at the facility.
19. The Licencee shall, unless otherwise specified by this Licence, retain all records, as described in Clause 18 of this Licence, during the full life of operation of the facility, and for 2 years after closure. Records may be transferred from their original form to other accepted forms for information storage.
20. The Licencee shall submit all reports or other information required to be submitted to the Director, in accordance with the specifications, limits, terms and conditions of this Licence, under the signature of the Facility Manager or a designate approved by the Director.
21. The Licencee shall carry out, as deemed necessary by the Director, any remedial measures or modifications in respect to matters authorized under this Licence.
22. 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.
23. The Licencee shall notify the Director in writing prior to making any operational or structural changes which could affect compliance with any sections of this Licence.
24. The Licencee shall notify the Director, in writing, of any intended alteration of process at the facility, which is likely to cause a significant environmental effect. Director approval is required prior to implementing the alteration.
25. The Licencee shall inform the Director, in writing, of any intention or agreement to lease any part or portion of the facility's property, including any buildings or structures, where such leasing might involve the establishment of any other development with a potential for emissions which may affect the environment.

SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

26. The Licencee shall maintain a current contingency plan, in accordance with Canadian Center for Occupational Health and Safety emergency planning guidelines or other document acceptable to the Director, outlining procedures to be used in the event of a leak, spill, fire, flood, or other hazardous condition at the facility.

Respecting Financial Insurance/Assurance

27. 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.

28. 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.
29. 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.
30. 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.
31. The Licencee shall provide to the Director satisfactory written evidence of the insurance coverages described in Clauses 27, 28, 29 and 30 of this Licence, on an annual basis.

Respecting Storage of Hazardous Waste

32. The Licencee shall not store at the facility, at any time, totes, drums and small containers containing hazardous waste, in excess of 300 drum equivalents, the total capacity of the storage space, unless otherwise approved by the Director.
33. The Licencee shall store hazardous waste as described in Clause 32 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.
34. The Licencee shall not store hazardous waste as described in Clause 32 of this Licence for a period exceeding 180 days from the date of receipt of the hazardous waste, except for lab packs, where the 180 day period will commence on the date the lab pack is filled.

35. The Licencee shall, upon completion of a lab pack, properly attach a label and mark the outer container with an inventory of the contents of the container. The date of completion of filling of the lab pack shall also be indicated on the inventory.
36. The Licencee shall not store more than 10 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

37. 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.
38. The Licencee shall not cause or permit an odour 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 an odour nuisance.

Respecting Wastewater Emissions

39. 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.
40. The Licencee shall manage liquids collected in sumps in a manner approved by the Director.

Respecting Facility Security

41. The Licencee shall equip the facility 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.
42. The Licencee shall provide the Director and the Winnipeg Fire and Police Departments with a 24 hour contact number for personnel who have access to current on-site waste inventories at the facility.

OPERATING REQUIREMENTS

43. The Licencee shall collect and store in a sump all surface runoff from the facility prior to release to the environment. Any release must be approved by the Director.
44. 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.

REPORTING REQUIREMENTS

Respecting Record Keeping

- 45. The Licencee shall maintain, on a daily basis, written records and any amendments, revisions or modifications to these records reflecting the operation of the facility. These records shall be kept available for inspection by an Environment Officer.

Respecting Annual Reporting

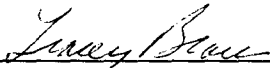
- 46. The Licencee shall, on or before the 15th day of April of each year and beginning in 1999, submit to the Director an annual report with respect to all activities at the facility conducted pursuant to this Licence during the previous calendar year. The format of the report shall be approved by the 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 Decommissioning

- 47. The Licencee shall submit, within one (1) year of the date of issuance of this Licence, for the approval of the Director, a Preliminary Decommissioning Plan for the facility.
- 48. The Licencee shall submit to the Director, for approval, one year in advance of the projected date for commencing the decommissioning of the facility or when it becomes evident that the closure of the facility is imminent, a detailed Closure Plan outlining the measures proposed to address environmental and health issues which might arise in the course of, and subsequent to, the decommissioning of the facility, and implement the approved Closure Plan in accordance with a time frame satisfactory to the Director.

REVIEW AND REVOCATION

- A. This Licence replaces Licence No. 70 HWR which is hereby rescinded.
- B. If, in the opinion of the Director, the Licencee has exceeded or is exceeding or has or is failing to meet the specifications, limits, terms, or conditions set out in this Licence, or in the opinion of the Director a hazardous situation exists, the Director may, suspend withdraw or cancel this Licence.



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

Client File No.: 3331.10

Consignor Registration No.: MBG 07391

Consignee Registration No.: MBR 07393