



MINISTER OF
CONSERVATION AND WATER STEWARDSHIP

Legislative Building
Winnipeg, Manitoba, CANADA
R3C 0V8

Cliff Lechow
District Manager
BFI Canada Inc.
Po Box 19, Grp 245, RR2
Winnipeg MB R3C 2E6

NOV 06 2012

Dear Mr. Lechow:

Enclosed is **revised Environment Act Licence No. 2177 E RRR** dated December 16, 2012 to **BFI Canada Inc.** for the construction and operation of the Development being an Integrated Waste Management Facility, to be located on Section 14 and the north half of Section 11, Township 12, Range 2 EPM, in the Rural Municipality of Rosser and in accordance with the Proposal and supporting documents filed under *The Environment Act* on July 24, 1994, the Environmental Impact Assessment dated June, 1995, the Environmental Impact Assessment Addendum dated October, 1995, the Revised Landfill Design Drawings submitted March 5, 1996, and the design and operations report for the proposed PCS treatment facility received on April 23, 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 Development as licensed.

For further information on the administration and application of the Licence, please feel free to contact Kim Maxwell, Environment Officer at 204-945-7043.

Pursuant to Section 27 of *The Environment 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 sincerely,

Gord Mackintosh
The Environment Act

Enc.

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

CLIENT FILE NO.: 3851.00

NOTE: Confirmation of Receipt of this Licence No. 2177 E RRR (*by the Licencee 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 14, 2012

On behalf of BFI Canada Inc.

Date

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

LICENCE

Licence No. / Licence n°	<u>2177 E RRR</u>
Issue Date / Date de délivrance	<u>June 28, 1996</u>
Revised :	<u>June 28, 2000</u>
Revised :	<u>April 24, 2002</u>
Revised :	<u>October 16, 2012</u>

In accordance with *The Environment Act* (C.C.S.M. c. E125) /
Conformément à la *Loi sur l'environnement* (C.P.L.M. c. E125)

Pursuant to Section 11(1) / Conformément au Paragraphe 11(1)

THIS LICENCE IS ISSUED TO:/CETTE LICENCE EST DONNÉE À:

BFI CANADA INC.; "the Licencee"

for the construction and operation of the Development being an Integrated Waste Management Facility, to be located on Section 14 and the north half of Section 11, Township 12, Range 2 EPM, in the Rural Municipality of Rosser and in accordance with the Proposal and supporting documents filed under *The Environment Act* on July 24, 1994, the Environmental Impact Assessment dated June, 1995, the Environmental Impact Assessment Addendum dated October, 1995, the Revised Landfill Design Drawings submitted March 5, 1996, and the design and operations report for the proposed PCS treatment facility received on April 23, 2012 and subject to the following specifications, limits, terms and conditions:

DEFINITIONS

In this Licence;

"**access road**" means a road that leads to the Development from a Provincial Trunk Highway, Provincial Road, or a municipal road;

"**active area**" means a designated trench or berm confined area of a waste disposal ground in which solid wastes are deposited;

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

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"BTEX" means the following components of gasoline and other specific petroleum products:

B = Benzene;
T = Toluene;
E = Ethylbenzene; and
X = Xylene;

"compliance boundary" means the planer surface that circumscribes the Development, extends vertically downward from the land surface, and constitutes the place at which the parameters of the background water quality as specified in a Licence issued pursuant to *The Environment Act* are not to be exceeded;

"cover material" means inorganic soil, free of refuse, trash and vegetation, or other materials as approved by the Director, that is used to cover compacted solid waste;

"Director" means an employee so designated pursuant to *The Environment Act*;

"Environment Officer" means an employee so designated pursuant to *The Environment Act*;

"facility" means the petroleum contaminated soil treatment facility;

"groundwater" means that part of the subsurface water that is in the saturated zone;

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

"leachate" means liquid that has percolated through waste or other permeable matter, and contains soluble, dissolved or suspended materials derived from the waste;

"liquid waste" means sewage, sewage effluent and sludge from septic tanks, holding tanks and municipal sewage treatment systems and has a slump of more than 150 mm using the slump test method (slump test, C.S.A. Standards Test Method A23.1-5C);

"liquid industrial waste" means waste generated by industrial processes that has a slump of more than 150 mm using the slump test method (slump test, C.S.A. Standards Test Method A23-5C);

"noise nuisance" means a continuous or repeated noise 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 noise

- d) is the subject of at least 5 written complaints, received by the Director within a 90 day period and in a form satisfactory to the Director, from 5 different persons falling within clauses a), b), or c), who do not live in the same household; or
- e) is the subject of at least one written complaint, received by the Director in a form satisfactory to the Director, from a person falling within clauses a), b), or c), and the Director is of the opinion that if the noise had occurred in a more densely populated area there would have been at least 5 written complaints received within a 90 day period from 5 different persons 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 within a 90 day period and in a form satisfactory to the Director, from 5 different persons falling within clauses a), b), or c), who do not live in the same household; or
- e) is the subject of at least one written complaint, received by the Director in a form satisfactory to the Director, 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 received within a 90 day period from 5 different persons who do not live in the same household;

"operator" means the company or person who is responsible for the day-to-day maintenance and operation of the Development;

"particulate matter" means any finely divided liquid or solid matter other than water droplets;

"particulate residue" means that part or portion of an atmospheric emission which is deposited onto a surface;

"piezometric surface" means the surface of the groundwater defined by the level to which groundwater will rise in a well completed into a confined aquifer;

"pollutant" has the same meaning as in *The Environment Act*;

"surface runoff" means any overland flow of liquid off the Development;

"Standard Methods for the Examination of Water and Wastewater" means the most recent 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 Environment Federation; and

"waste" means solid residential, commercial and light institutional wastes such as general household waste, office waste, landscape waste, uncontaminated construction or demolition waste, uncontaminated packaging materials and food and grain wastes.

GENERAL TERMS AND CONDITIONS

This Section of the Licence contains terms and conditions 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 participate on a Community Liaison Committee to be established by the Director. The Committee will include, but not be limited to, representatives from the Rural Municipality of Rosser, adjacent Municipalities, and Manitoba Conservation and Water Stewardship.
2. The Licencee shall deposit all waste, other than material intended for recycling, in an active area within the Development.
3. The Licencee shall, within one year of the date of this Licence, submit a plan to the Director for approval for:
 - a) the construction of a Materials Recovery Facility; and
 - b) future recovery of landfill gas;at the Development.
4. The Licencee shall ensure that the Materials Recovery Facility is in full operation.
5. The Licencee shall take all necessary measures to preserve the native prairie grass present on the site of the proposed Development.

6. The Licencee shall, in accordance with Section 14 of *The Environment Act*, give notice to, and receive approval from the Director for any proposed alteration to the Development, including any future plan for leachate recirculation at the Development.
7. Unless otherwise required by this Licence, all sampling and analysis shall be conducted using current standards or accredited methods, and as approved by the Director.
8. The Licencee shall ensure that all information required by this Licence is made available to the public, the Rural Municipality of West St. Paul, and the Rural Municipality of Rosser.
9. The Licencee shall, in addition to the requirements of this Licence, carry out all aspects of the operation of the Development in compliance with the current Agreement between Browning-Ferris Industries Ltd., and assigned to BFI Canada Inc., and the Rural Municipality of Rosser.
10. The Licencee shall initiate and offer an educational program to its industrial, commercial and institutional clients to identify means to reduce waste generation.
11. The Licencee shall submit the MOBIUS™ Curriculum: Understanding the Waste Cycle to Manitoba Education for review and assessment as to its appropriateness for use in conjunction with the Manitoba curriculum.
12. The Licencee shall obtain approval in writing from the Director for any proposed alteration to the Development before proceeding with the alteration.
13. The Licencee shall maintain a high standard of equipment maintenance and good housekeeping and operational practices with respect to the Development, at all times.
14. The Licencee shall, unless otherwise specified by this Licence, retain all environmental records related to the operation of the Development during the full life of operation of the Development, 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.
15. The Licencee shall submit all information required to be provided to the Director under this Licence, in writing, in such form (including number of copies), and of such content as may be required by the Director, and each submission shall be clearly labeled with the Licence Number and Client File Number associated with this Licence. Each report shall be provided in hard copy (paper) and in electronic copy.

16. The Licencee shall, in addition to any of the following specifications, limits, terms and conditions specified in this Licence, upon the request of the Director:
 - a) sample, monitor, analyze or investigate specific areas of concern regarding any segment, component or aspect of pollutant storage, containment, treatment, handling, disposal or emission systems, for such pollutants or ambient quality, aquatic toxicity, 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 pollutants from the Development;
 - c) conduct specific investigations in response to the data gathered during environmental monitoring programs; or
 - d) 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, bioassay data, flow rate measurements and such other information as may from time to time be requested.

17. The Licencee shall, unless otherwise specified in this Licence:
 - a) carry out all preservations and analyses on liquid samples in accordance with the methods prescribed in the most current edition of Standard Methods for the Examination of Water and Wastewater or in accordance with equivalent preservation and analytical methodologies approved by the Director;
 - b) carry out all sampling of, and preservation and analyses on, soil and air samples in accordance with methodologies approved by the Director;
 - c) only utilize an accredited laboratory for analytical determinations; and
 - d) report the results to the Director within 60 days of the samples being taken, or within another timeframe as specified by the Director.

18. The Licencee shall locate fuel storage and equipment servicing areas established for the construction and operation of the Development a minimum distance of 100 metres from any body of water, and shall comply with the requirements of Manitoba Regulation 188/2001 respecting Storage and Handling of Petroleum Products and Allied Products or any future amendments thereof.

SPECIFICATIONS, LIMITS, TERMS, AND CONDITIONS

Respecting the Landfill Construction

19. The Licencee shall, unless otherwise required by this Licence or the Director, construct the Landfill component of the Development in accordance with the specifications outlined in the Report On "Design & Development Of Proposed Waste Management Facility R.M. Of Rosser, Manitoba" by Golder Associates dated June, 1995 and the Revised Landfill Drawings No.'s 3A, 6A, 7A dated March, 1996.

20. The Licencee shall, within 60 days of the date of this Licence, submit for the approval of the Director, an engineering construction plan for the Landfill component of the Development.
21. The Licencee shall install the 60 mil High Density Polyethylene geomembrane and the secondary Geosynthetic Clay Liner in accordance with the current version of ASAE Standard EP 340.2 for the installation of Flexible Membrane Linings, or an alternate equivalent standard approved by the Director.
22. The Licencee shall ensure that the integrity of all field seams of the High Density Polyethylene and Geosynthetic Clay Liner are tested by the air lance or ultrasonic pulse echo test methods in accordance with the current version of ASTM Standard D-4437, or an alternate equivalent standard approved by the Director.
23. The Licencee shall ensure that the recompacted clay liner component has a hydraulic conductivity of 5×10^{-8} cm/sec or less.
24. The Licencee shall, to facilitate inspection of the Development during construction, provide such access, as the Director deems necessary, to the assigned Environment Officer throughout the duration of construction of the Development.
25. The Licencee shall submit a report, for approval by the Director prior to operation of the Development, on the High Density Polyethylene, Geosynthetic Clay Liner and recompacted clay liner installation and seam testing conducted, pursuant to Clauses 21, 22 and 23 of this Licence.
26. The Licencee shall ensure that the Stormwater Retention Ponds are designed and constructed to contain runoff from the Development on the basis of a 1 in 100 year rainfall event.

Respecting the Landfill Operation and Maintenance

27. The Licencee shall, unless otherwise required by this Licence or the Director, operate and maintain the Development in accordance with the information submitted in *The Environment Act* Proposal, dated July 29, 1994, the Environmental Impact Assessment, dated June, 1995 and the Environmental Impact Assessment Addendum, dated October, 1995.
28. The Licencee shall ensure that, as a result of the operation of the Development, the concentration values of the parameters listed in Table 1, attached to this Licence, do not exceed background levels in groundwater at the compliance boundary.

29. Subject to Clause 43 of this Licence, the Licencee shall accept any wastes generated within the Province of Manitoba for handling, treatment, or disposal at the Development.
30. The Licencee shall not accept any waste generated out of the Province of Manitoba without the approval of the Director and the Rural Municipality of Rosser in consultation with the Citizen Liaison Committee and the Rural Municipality of West St. Paul.
31. The Licencee shall ensure that appropriate signage is posted at the entrance to the Development indicating:
 - a) the hours and days of operation;
 - b) the types of waste not accepted; and
 - c) telephone numbers to call in the event of an emergency.
32. The Licencee shall ensure that:
 - a) an attendant is on duty at all times during hours of operation;
 - b) gates are provided for all access locations to the site; and
 - c) the gates are kept locked when an attendant is not on duty or the Development is closed.
33. The Licencee shall ensure that, within 24 months of berm construction, the berms are landscaped. The landscaping design shall include, but not be limited to, planting of trees and shrubbery and include input from the Community Liaison Committee.
34. The Licencee shall ensure that all solid waste is covered with cover material at the end of each day of operation.
35. The Licencee shall ensure that bulky metallic wastes are:
 - a) stored at a designated location above grade within the Development; and
 - b) stored for a period not exceeding one year.
36. The Licencee shall ensure that:
 - a) recycling activities are carried out in a location separate from the active area(s);
 - b) appropriate containers are provided for all materials being recycled; and
 - c) appropriate signs are posted indicating which materials will be accepted for recycling.
37. The Licencee shall, within sixty days of the date of this Licence, file a management plan, and receive approval of the Director, prior to operation of the Development, for the collection, storage and treatment of leachate collected from the Development.

38. The Licencee shall manage leachate in accordance with the management plan approved by the Director, pursuant to Clause 37 of this Licence.
39. The Licencee shall ensure that all liquids collected in drain sumps at the Development are collected and managed at the Development, in a manner approved by the Director, or at an alternate off-site licenced facility approved by the Director.
40. The Licencee shall ensure that all wash water from the truck wheel wash area is collected and treated at either the Development, in a manner approved by the Director, or at an alternate off-site licenced facility approved by the Director.
41. The Licencee shall ensure that all surface runoff from the Development is collected and contained in the Stormwater Retention Ponds.
42. The Licencee shall test the quality of the liquid in the Stormwater Retention Ponds and receive approval of the assigned Environment Officer prior to release or use of the liquid.
43. Unless otherwise approved by the Director, the Licencee shall not receive the following at the Development:
 - a) biomedical waste;
 - b) hazardous waste;
 - c) liquid waste;
 - d) liquid industrial waste;
 - e) dead livestock;
 - f) outdated drugs or cytotoxic waste;
 - g) PCB's or PCB contaminated material;
 - h) radioactive waste or materials;
 - i) explosives;
 - j) unbagged asbestos; or
 - k) white goods containing ozone depleting substances.
44. Notwithstanding Clause 43 of this Licence, the Licencee may receive a limited quantity of dead animals at the Development provided that they are buried immediately with a minimum of one meter of earthen cover.
45. Notwithstanding Clause 43 of this Licence, household hazardous waste collected or received by the Licencee, shall be allowed in a designated area at the Development prior to final treatment or disposal.

46. The Licencee shall ensure that:
- a) all vehicle traffic approaches to the facility can be accessed safely by all vehicles entering and exiting the facility, and that all necessary safety measures are taken to ensure the safe passage of through traffic on PTH #7;
 - b) an agreement with Manitoba Infrastructure and Transportation is put in place, respecting the development and maintenance of access and egress lanes from the Development, as well as, any traffic control signage or devices that may be required; the agreement may include arrangements respecting the use of the Development weigh scales as an alternate to the Manitoba Infrastructure and Transportation scale;
 - c) access roads from Highway #7 to the site are paved with asphalt or concrete to control dust;
 - d) an onsite dust control program at the Development is implemented; and
 - e) devices are installed and operated, including bumps and wheel washers, to reduce mud adherence to vehicles departing the Development.
47. The Licencee, in consultation with Transport Canada, shall review and respond to the report on bird-aircraft interaction currently being prepared by LGL Consultants Ltd. Any relevant matters, including appropriate mitigation plans, shall be incorporated as amendments to this Licence as the Director deems necessary.

Respecting the Petroleum Contaminated Soil Treatment Facility

General

48. The Licencee shall only accept for treatment at the petroleum contaminated soil treatment facility, unless otherwise approved by the Director, soils in accordance with the following acceptance criteria:
- a) soil contaminated with Benzene, Toluene, Ethylbenzene or Xylenes up to 30,000 mg/kg for each constituent;
 - b) soil contaminated with Canada Wide Standard for Petroleum Hydrocarbons Fraction 1, 2, 3 or 4 up to 30,000 mg/kg for each Fraction; and
 - c) soil contaminated with metals at any concentration subject to capability to treat to achieve leachate extraction criteria.
49. The Licencee shall treat soil to the following cleanup criteria:
- a) Guideline: Criteria for Acceptance of Contaminated Soil at Licenced Waste Disposal Grounds, Guideline 2002-02E, May 2002 or as amended from time to time; and
 - b) MR 282/87 Classification Criteria for Products, Substances and Organisms Regulation; or
 - c) as approved by the Director.

50. The Licencee shall prevent, by means of dyking, or other method(s) approved by the Director, the migration of surface water onto or off of the petroleum contaminated soil treatment facility.

Respecting the Petroleum Contaminated Soil Treatment Facility

Construction

51. The Licencee shall, prior to constructing the pad, submit five paper copies and one electronic copy of final engineering design plans, sealed by an engineer(s) registered with the Association of Professional Engineers and Geoscientists of the Province of Manitoba, to the Director.
52. The Licencee shall construct the pad in accordance with the design plans pursuant to Clause 51 of this Licence.
53. The Licencee shall:
- a) prepare "record drawings" for the petroleum contaminated soil treatment facility and shall label the drawings "record drawings"; and
 - b) provide to the Director, 30 days after completion of construction, two paper copies and one electronic copy of "record drawings" of the petroleum contaminated soil treatment facility.

Respecting the Petroleum Contaminated Soil Treatment Facility

Operation

54. The Licencee shall submit to the Director within 30 days after the issuance of this Licence, an operations manual for the petroleum contaminated soil treatment facility. The operations manual shall address, but not be limited to the following:
- a) soil remediation procedures;
 - b) handling and treatment procedures;
 - c) inspection and maintenance;
 - d) soil receiving and placement; and
 - e) monitoring and reporting.
55. The Licencee shall operate the petroleum contaminated soil treatment facility in accordance with the operations manual pursuant to Clause 54 of this Licence.

Monitoring and Reporting at the Development

56. The Licencee shall develop a monitoring program for the Development, to address monitoring of air, soil, groundwater, piezometric level, surface water quality, leachate buildup and landfill gas generation. The program shall address, but not be limited to:
 - a) obtaining background information on air, surface and groundwater quality prior to operation of the Development;
 - b) ongoing monitoring during Development operation;
 - c) the number of monitoring sites/wells including private wells down gradient from the Development;
 - d) the frequency of monitoring; and
 - e) the parameters to be monitored.
57. The Licencee shall submit the monitoring program developed pursuant to Clause 56 of this Licence, to the Director for approval within 60 days of the date of this Licence.
58. The Licencee shall develop an action plan to be implemented in the event that the monitoring program identifies any pollutant in air, soil, surface or groundwater, as a result of the operation of the Development, in excess of background levels. The plan shall be submitted to the Director for approval within 60 days of the date of this Licence.
59. The Licencee shall implement and maintain the monitoring program and action plan as approved by the Director, pursuant to Clauses 56 and 58 of this Licence.
60. The Licencee shall, in the event of a release, spill, leak, or discharge of a pollutant or contaminant in an amount or concentration, or at a level or rate of release, that exceeds the limit that is expressly provided under this Act, another Act of the Legislature, or an Act of Parliament, or in a regulation, licence, permit, order, instruction, directive or other approval or authorization issued or made under one of those Acts, immediately report the release, spill, leak, or discharge by calling 204-944-4888. The report shall indicate the nature of the release, leak, or discharge, the time and estimated duration of the event and the reason for the release, spill, leak, or discharge.
61. The Licencee shall undertake the sampling and analysis of the background water quality for surface water and groundwater in accordance with the plan approved pursuant to Clause 56, of this Licence. Monitoring shall include the chemical and microbiological parameters listed in Table 1 of this Licence.
62. The Licencee shall compare the analytical results obtained for the sampling carried out pursuant to Clause 56 with the levels that were determined in the wells prior to the operation of the Development.

63. Where the Licencee fails to undertake the monitoring program approved pursuant to Clause 56, of this Licence, the Director may cause such monitoring to be undertaken and recover the cost of such monitoring from the Licencee.
64. The Licencee shall inform the assigned Environment Officer whenever an odour complaint is received and provide to the Environment Officer a report on the incident, including information on what action was taken to resolve the concerns.
65. The Licencee shall inform the assigned Environment Officer whenever a noise complaint is received and provide to the Environment Officer a report on the incident, including information on what action was taken to resolve the concerns.
66. The Licencee shall report to the assigned Environment Officer all incidents requiring contingency plan action regarding groundwater or surface water pollution within seven (7) days from the occurrence of such incidents, including the nature of the incident, substances involved, the area affected, action taken and follow up action proposed to be taken.
67. The Licencee shall keep for inspection, records of all monitoring at the Development, at the operator's office.
68. The Licencee shall maintain, at the operator's office, records of all soils received at the petroleum contaminated soil treatment facility. These records shall contain, but not be limited to the following:
 - a) the date soils were received at the facility;
 - b) the original location of the soils;
 - c) the volume received, either estimated or actual;
 - d) preliminary analyses of the soils taken at the remediation site (for example head space results or field composite results); and
 - e) final confirmatory results of laboratory analyses of the soils taken at the Development.
69. The Licencee shall maintain, at the operator's office, records of all soils removed from the Development. These records shall contain, but not be limited to the following:
 - a) the date the soils were removed;
 - b) the volume of soils removed;
 - c) the final end use destination of the soils removed;
 - d) the results of analyses to determine the concentrations of the pollutants of concern, as identified by the analyses performed as required by Clause 68 d) of this Licence; and
 - e) any additional information as requested by the Director.

70. The Licencee shall have available for inspection by an Environment Officer upon request the records referred to in Clauses 68 and 69 of this Licence and shall provide annually to the Director a report summarizing the activities at the petroleum contaminated soil treatment facility in the annual report pursuant to Clause 74 of this Licence.
71. The Licencee shall operate the petroleum contaminated soil treatment facility such that ground level concentrations of any of the following pollutants, at the property line of the Development, are not in excess of the following limits as determined from any ambient air sample or samples collected and analyzed, upon the request of the Director, in accordance with procedures and methods satisfactory to the Director:

Air Pollutant	Averaging Period	Ground Level Concentration Limits
Benzene	24 hour average	150 micrograms per cubic metre of air
Toluene	24 hour average	2000 micrograms per cubic metre of air
Ethylbenzene	24 hour average	4000 micrograms per cubic metre of air
Xylenes	24 hour average	2300 micrograms per cubic metre of air

72. The Licencee shall, at such times, for such duration, for such pollutants and at such locations as may be requested by the Director:
- arrange to have a qualified person(s) undertake source tests and/or special studies to determine the ambient air quality beyond the property line of the Development, in a manner satisfactory to the Director, and including an interpretation of the results relative to the limits of Clause 71 of this Licence; and
 - submit a report on the test results and all related data, including the interpretation, to the Director within 90 days after completion of the test or study.

Annual Report

73. The Licencee shall, on or before the 15th day of March of the year following that which the report addresses, submit an annual report with respect to all monitoring activities at the Development conducted pursuant to this Licence during the previous calendar year. The format and content of the report shall be approved by the Director. The report shall be filed with Manitoba Conservation and Water Stewardship, adjacent municipal governments, and the Community Liaison Committee.

74. The Licencee shall include in the annual report stipulated in Clause 73 of this licence, the following information with respect to all activities at the petroleum contaminated soil treatment facility conducted pursuant to this Licence during the previous calendar year:
- a) the amount and type of petroleum contaminated soils treated at the soil remediation facility and a summary of the results of after treatment analyses of petroleum contaminated soils and the final disposition of the treated soils;
 - b) a summary of all citizen complaints concerning dust, noise and odour from the petroleum contaminated soil treatment facility Development together with a report on each incident that includes information on what actions were taken to resolve the concerns; and
 - c) summary reports and details of all incidents that required implementation of the Development contingency plan.

Financial Assurance/Insurance

75. The Licencee shall, within 60 days of the date of this Licence, file an irrevocable letter of credit with the Director in the sum of \$100,000. The letter of credit shall be replaced annually with the Director with a new letter of credit adding an incremental \$100,000 per year until a maximum aggregate value of \$1,000,000 is reached.
76. The Licencee shall, within 60 days of the date of this Licence, file verification with the Director, of the Licencee accruals for closure and post closure care and maintenance of the Development, in the form of an insurance policy in the amount of \$1,000,000 payable to the Director's use in case of any default by the Licencee.
77. The Licencee shall purchase and maintain:
- a) Comprehensive General Liability Insurance with a minimum limit of \$5.0 million per occurrence providing coverage for the premises and all operations of the Licencee, including completed operations. 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;
 - b) Automobile Liability Insurance for all owned and non-owned licenced vehicles used in connection with the operation of the Development and which provides coverage against liability arising from third party bodily injury or property damage for a minimum of \$5.0 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; and

- c) Environmental Impairment Liability Insurance providing coverage for the Licencee's On and Off-site operations associated with the Development. The minimum limits shall be \$5.0 million per occurrence or claim and shall include, without limitation, coverage for on-site and off-site clean up, gradual pollution and sudden and accidental pollution incidents. 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. The Environmental Impairment Liability Insurance shall be maintained for a minimum period of five years after Development closure.

Contingency/Emergency Response Plans

78. The Licencee shall, within 60 days of the issue date of this licence, submit to the Director an updated emergency response contingency plan in accordance with the Canadian Centre for Occupational Health and Safety emergency planning guidelines.
79. The Licencee shall keep for inspection, records of the details of all incidents requiring the implementation of the contingency action plan of the Development, at the Development site office.

Closure and Post Closure

80. The Licencee shall submit, within one year of the date of issuance of this Licence, for the approval of the Director, a Preliminary Closure and Post Closure Plan for the Development. The Plan shall include, but not be limited to, information with respect to:
 - a) final cover design and maintenance;
 - b) maintenance of leachate detection, collection and treatment;
 - c) groundwater monitoring;
 - d) landfill gas monitoring, collection and treatment; and
 - e) financial assurance required to implement the Plan.
81. Within one year prior to imminent closure of the Development, the Licencee shall submit, for the approval of the Director, a formal detailed Closure and Post Closure Plan for the Development, including the petroleum contaminated soils treatment facility.
82. The Licencee shall implement and maintain the approved Closure and Post Closure Plan.

REVOCATION

- A. Licence No. 2177 E RR 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, the Director may, temporarily or permanently, revoke this Licence.
- C. If the Licencee has not commenced construction within three years of the date of this Licence, this Licence is revoked.
- D. 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 Proposal pursuant to Section 11 of *The Environment Act*.
- E. The Financial Assurance/Insurance Requirements of this Licence shall be reviewed, affirmed or amended by the Director at five year intervals.


Gord Mackintosh
Minister
The Environment Act

Client File No.: 3851.00