



May 15, 2015

FINAL

Manitoba Conservation and Water Stewardship
Programs and Strategies
1007 Century Street
Winnipeg, MB R3H 0W4

E-mail: warren.rospad@gov.mb.ca

Attention: Warren Rospad

Re: Application for Determination of Responsibility

515 Munroe Avenue, Winnipeg, MB
Pinchin File: 96012.003
Manitoba Conservation File: 59016

Pinchin Ltd. (Pinchin) is submitting this letter as an Application for Determination of Responsibility to Manitoba Conservation and Water Stewardship, Programs and Strategies (Manitoba Conservation) for 515 Munroe Avenue, Winnipeg, MB (Site).

Pinchin has been retained by Frank Laba on behalf of Elite Self Storage (Client). The current owner of the Site is:

Frank Laba
Box 263
Whitemouth, MB R0E 2E0
204.771.0610
frank_laba@hotmail.com

Previous Reports

Pinchin completed a Phase I ESA and three Phase II ESAs at the Site, the findings of which are provided in the following reports:

- Report entitled "Phase I Environmental Site Assessment, 515 Munroe Avenue, Winnipeg, Manitoba", prepared by Pinchin for the Client, dated June 18, 2009;
- Report entitled "Phase II Environmental Site Assessment, 515 Munroe Avenue, Winnipeg, MB", prepared by Pinchin for the Client, dated November 14, 2014;
- Report entitled "Supplemental Phase II Environmental Site Assessment, 515 Munroe Avenue, Winnipeg, MB", prepared by Pinchin for the Client, dated April 28, 2015; and
- Report entitled "Supplemental Phase II Environmental Site Assessment, 515 Munroe Avenue, Winnipeg, MB", prepared by Pinchin for the Client, dated April 30, 2015.



All of the above noted previous reports have been previously provided to Manitoba Conservation.

The following history of the Site was identified during the Phase I ESA and based on the findings of the Phase II ESAs, are the potential sources of impacts on-Site:

- The 1961 Fire Insurance Plan (FIP) identified that the Site was occupied by Fibreboard Manufacturing Co. Ltd. with an underground storage tank (UST) that appears to have been located under the west end of the most southwestern storage unit (near boreholes BH1 (MW1), BH2 (MW2), BH28 (MW28) and BH24 (MW24)). A Property Underwriters Report dated June 1993 identified International Fibreboard as occupying the Site with a 2,727 L gasoline UST that was utilized for the refuelling of trucks and fork lifts. Benzene and petroleum hydrocarbon (PHC) impacts have been identified within the vicinity of the UST identified in the FIP and Property Underwriters Report.
- A 10,000 gallon fuel oil above ground storage tank (AST) was identified in the 1961 FIP that appeared to have been located under the east portion of the storage unit located centrally on the west portion of the Site (near boreholes BH2 (MW2), BH21 (MW21) and BH22 (MW22)).
- The Property Underwriters report dated June 1993 identified that bunker oil was formerly used for back up fuel for burners in the manufacturing plant that had formerly been located on-Site. The location of the bunker oil storage was not identified.
- According to Henderson directories collected in approximately ten year intervals, the Site was occupied by Fibre Board Manufacturing in the 1950s to mid 1960s. Building Products of Canada occupied the Site during the mid-1960s. Welclad Fibre Board occupied the site during the 1970s and 1980s. International Fibre Board Manufacturing occupied the Site in the 1990s until 2000 when the directories were no longer printed.

Current Site Owner and Occupant

Frank Laba has reported purchasing the Site as vacant land in 2006. A total of 282 storage units have been constructed within six storage buildings on-Site. One commercial office is located on the west portion of the Site. The storage facility has been operating as Elite Self Storage for approximately 3 years. Neither Frank Laba nor Elite Self Storage have owned or operated any petroleum hydrocarbon storage tanks on-Site. Elite Self Storage does not allow the storage of flammable products within storage units on-Site as per the rental contract agreement (see attached).



Determination of Responsibility

The owner of the Site, Frank Laba, requests that a Determination of Responsibility be made under section 7.3(1) of the Contaminated Sites Remediation Act (CSRA). Frank Laba believes that under the CSRA, that he is not responsible for the impacted soil and groundwater currently located on-Site.

If you have any questions, or require additional information, please do not hesitate to contact Frank Laba directly or his legal representative James P. O'Brien:

James P. O'Brien
Aikins, MacAulay & Thorvaldson LLP
30th Floor - 360 Main Street | Winnipeg, MB R3C 4G1
Email jpo@aikins.com | Direct Line (204) 957.4825 | Fax (204) 957.4406

Sincerely,

Pinchin Ltd.

Prepared by:

W2015-095

Joanne Lanoie, M.Sc., B.Sc.
Project Manager
204.452.0983 ext. 2250
jlanoie@pinchin.com

Attach.

Reviewed by:

W2015-229

Grant Eftoda, B.Sc. (Eng.)
Operations Manager
204.452.0983 ext.2224
geftoda@pinchin.com

cc: Frank Laba c/o Elite Self Storage
James P. O'Brien, Aikins, MacAulay & Thorvaldson LLP

96012.003 - 515 Munroe – Final Letter – May 15, 2015.docx



ELITE SELF STORAGE
The Ultimate in Storage Units

Rental Agreement

This Agreement has been made and entered into on Date, by and between,

Client
Address
Address

Hereinafter called the Lessee,

and

Elite Self Storage
515 Munroe Avenue
Winnipeg, MB R2K 1H7

Hereinafter called the Lessor:

Lease begin: [REDACTED] Lease end/to continue on a monthly basis: [REDACTED].

Rate:

thereafter. **Next payment due:** [REDACTED].

Month to Month Lease

WITNESSETH: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly **Unit #:** [REDACTED] upon the terms and conditions hereafter set out.

Terms and Conditions: The term of this lease shall begin and end on the dates stated above; provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least seven (7) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.

Payment: Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, be either delivery of same to Lessor or to the order of Lessor. The Lessor reserves the right to make adjustments to the rental rate at the beginning of a renewal period subject to thirty days written or email notice, and are deemed to be in effect for the duration of the contact, if notice of termination has not been received as described in Terms and Conditions.

Sublet: Lessee shall not have the right to assign this agreement without first having obtained the permission of the Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.

False Alarms: Customers will be responsible for any False Fire Alarms that require Elite Self Storage staff attendance after office hours for which they caused and will be responsible for a fee of \$50 plus applicable taxes. Customer will also be responsible for any applicable fees charged by the Winnipeg Fire Department.

Methods of Payment: Cash, Interac, American Express, Visa, MasterCard, Cheque, Pre-Authorized Credit Payment

Late Fees: The locker / outside storage is leased and subject to a \$35.00 late payment charge if not paid by 2 days after paid to date. The Lessee shall be subject to a \$35.00 declined pre-authorized payment or dishonoured cheque fee for any payment that is returned for any reason.

Maintenance and Repairs: Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted.

....2

Dangerous Goods: The lessee agrees not to store any living animals or their carcasses, paint, illegal, controlled, corrosive, dangerous, explosives, or any highly flammable materials, or any other goods in the space which would cause danger to the space or other material, which violate the applicable zoning.

NOT A BAILEE: Such property as the Lessee stores in the locker is at the sole risk of the Lessee. Elite Self Storage is in no way a bailee of such property; the Locker shall be under the control of the Lessee who will safeguard and insure the contents thereof in such manner as the Lessee sees fit.

INITIAL _____ WARRANTIES: Elite Self Storage, to the extent permitted by the laws of the Province, shall not be responsible to the Lessee or to any other party for any damages suffered by the Lessee, whether by loss, theft, fire, water damage, condensation, temperature variation, or any cause whatsoever. Elite Self Storage makes no representation or warranties as to the temperature maintained or to be maintained in the Premises in which the Locker is situate or as to fitness of the locker for the particular or general purpose of the Lessee.

HOLD HARMLESS: The Lessee agrees to release Elite Self Storage and to indemnify and hold Elite Self Storage harmless from and against any and all claims of any sort, including negligence, damages, costs and expenses, including legal fees arising from or in connection with the Lessee's use of the Locker, Lessee's presence on the Premises or anything done in the Locker or Premises by Lessee or Lessor or their respective agents, employees, or invitees resulting in damage or injury to person or property of Lessee or of any other or to any Locker or part of the Premises. Elite Self Storage does not have any obligation to carry insurance on Lessee's property stored in the Locker or any property stored on the Premises.

Remedies of Elite Self Storage: In addition to any right of action, proceeding, collection or otherwise permitted by law to Elite Self Storage, it is understood and agreed between the parties that Elite Self Storage shall have the following further rights and remedies upon breach or default of any term of this agreement by the Lessee and may exercise same at its option.

Elite Self Storage may while any breach or default exists deny access to the Locker to the lessee or his agent until the breach or default has been remedied. Furthermore, any lessee living in the rented unit will be evicted without notice.

Elite Self Storage may break and remove the Lessee's lock, enter the locker and inspect the content, and then place and retain its own lock upon the locker until the breach or default has been remedied.

Elite Self Storage may upon seven days NOTICE to the Lessee remove the contents of the Unit and take vacant possession thereof. Elite Self Storage may retain possession of the contents of the Locker until the breach or default has been remedied, or Elite Self Storage may upon seven days NOTICE to the Lessee dispose of all or a part of the contents of the Locker by any means it shall consider appropriate and such means shall include disposal of all or a part of the contents of the Locker in the garbage or by private and public sale upon such terms are reasonable and apply the proceeds of such sale toward any outstanding rental or other charges; in the event there is any excess after sale and deduction of all moneys properly owing. Elite Self Storage shall give NOTICE to the Lessee and shall retain the excess for a period of ninety days to pay to the Lessee upon demand, but should the Lessee fail to demand the excess during this ninety day period, Elite Self Storage shall be entitled to retain the excess of funds thereafter for its own use.

Timeliness: Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have cause this agreement to be executed on the day and year first above written, signed.

Lessor: ELITE SELF STORAGE

Lessee: **Mr. Jason Adams**

Authorized Representative

Customer Signature