

Licence No.: 131 HW

Licence Issued: August 30, 2001

In accordance with the Manitoba Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12)

THIS LICENCE IS ISSUED TO:

BEHLEN INDUSTRIES INC.; "the Licencee"

for the development and operation of a heat cleaning oven (the facility) for the treatment of paint waste, paint residue from spray booth filters and solvent sludge at 927 Douglas Street, in the City of Brandon, Province of Manitoba, in accordance with the Dangerous Goods Handling and Transportation Act Application filed on June 8, 2001, and subject to the following specifications, limits, terms and conditions:

DEFINITIONS

In this Licence,

"accredited laboratory" means facilities accredited by the Standard Council of Canada (SCC), or facilities accredited by another accrediting agency recognized by Manitoba Conservation to be equivalent to the SCC, or facilities which can demonstrate to Manitoba Conservation, upon request, that quality assurance/quality control (QA/QC) procedures are in place equivalent to accreditation based on the Canadian Standard Can/CSA-Z753, extension of the international standard ISO 9000, Guide 25;

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

"approved" means approved in writing;

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

"heat cleaning oven" means the Guspro Heat Cleaning Oven the operation of which is used for the treatment of paint waste, paint residue from spray booth filters and solvent sludge;

"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; 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;

"paint" means substances that are used as metal coatings, stains and thinners;

"paint residue" means paint attached to a filter made of glass fibre mesh for use in spray booths to collect paint overspray;

"solvent sludge" means a solid material derived from waste gun wash;

"treat" means destruction of paint waste, paint residue from spray booth filters and solvent sludge; and

"waste paint substances" means paint wastes, paint residues and solvent sludges that are to be treated in the heat cleaning oven.

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, at all times during the operation of the facility, ensure that a high standard of equipment maintenance and operational practices are implemented.
2. The Licencee shall, upon the request of the Director and in addition to any of the 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 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 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, bioassay data, flow rate measurements and such other information as may from time to time be requested.
3. The Licencee shall, unless otherwise specified in this Licence:
 - a. carry out all sampling, preservation and analyses of, water, soil or air samples in accordance with methodologies approved by the Director;
 - b. ensure that all analytical determinations are undertaken by an accredited laboratory; and
 - c. report the results to the Director within 60 days of the samples being taken.
4. 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.

SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

5. The Licencee shall treat all waste paint substances generated at the facility in the heat cleaning oven.
6. The Licencee shall allow only personnel trained in the handling of dangerous goods to operate the heat cleaning oven at the facility.
7. The Licencee shall ensure that the rated capacity, the type of waste material for which the heat cleaning oven is designed, and the detailed instructions for the operation of the heat cleaning oven are displayed in a conspicuous location near the heat cleaning oven.
8. The Licencee shall not accept waste paint substances at the facility that were generated at any location other than the facility.
9. The Licencee shall ensure that all waste paint substances that are treated at the facility are accompanied by a

certificate of analysis or MSDS showing the formula of the waste paint substance.

10. The Licencee shall ensure that waste paint substances treated at the facility do not contain chlorine in the formula of the waste paint substance.
11. The Licencee shall not store more than 200 gallons of waste paint, 100 gallons of paint residue and 25 gallons of solvent sludge at the facility, unless otherwise approved by the Director.
12. The Licencee shall maintain an on-site daily record of the volume of waste paint substances stored at the facility.
13. The Licencee shall submit to the Director, beginning in the year 2002 and continuing on an annual basis thereafter, and within 30 days of the end of each calendar year, a monthly summary of the volume of waste paint substances treated at the facility for the previous 12 months.
14. The Licencee shall maintain all records required by this Licence, for a minimum period of two years, and shall make these records available for inspection by an Environment Officer upon request.
15. 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.
16. The Licencee shall ensure that at any point of impingement beyond the boundaries of the facility ground level concentrations of any of the following air contaminants do not exceed the following limits for the measurement criteria:

Air Contaminant	Period of time the Contaminant is Measured	Concentration Limit
Total Hydrocarbons	24 Hour Average	32 mg/m ³
Benzene	24 Hour Average	150 ug/m ³
Toluene	24 Hour Average	2000 ug/m ³
Xylenes	24 Hour Average	2300 ug/m ³

17. The Licencee shall obtain written approval from the Director for any proposed changes to the facility, which may affect the operation of the facility, prior to implementing the changes.
18. The Licencee shall at the request of the Director, conduct soil, air (stack and/or ambient), ground water, or surface water monitoring at or adjacent to the facility.
19. The Licencee shall analyse the samples taken pursuant to Clause 18 of this Licence for those parameters specified by the Director.
20. The Licencee shall submit a copy of the sampling report complete with analytical results as specified pursuant to Clauses 18 and 19 of this Licence, to the Director within 60 days of the completion of the sampling program.
21. The Licencee shall perform all stack sampling in accordance with the most recent version of Manitoba Conservation Report No. 96-07, *Interim Stack Sampling Performance Protocol*, unless otherwise approved by the Director.
22. The Licencee shall analyse a representative sample of ash generated at the facility:
 - a. within two months of the initiation of treatment of waste paint substances at the facility; and
 - b. thereafter at a frequency as requested by the Director; for leachate characteristics in accordance with

Manitoba Regulation 282/87 for the applicable list of metal contaminants.

23. The Licencee shall properly equip the facility with all the necessary spill cleanup equipment and supplies.
24. The Licencee shall submit to the Director for approval, within 60 days of the date of this Licence, a contingency plan, in accordance with the Manitoba Industrial Accidents Council (MIAC) *Industrial Emergency Response Planning Guide*, outlining procedures to be used in the event of a leak, spill, fire, or other hazardous condition at the facility.
25. The Licencee shall, within 30 days of the date of this Licence, post with the Manitoba Department of Conservation in the amount of \$20,000 Cdn:
 - a. a permit bond issued by a surety company licenced to do business in the Province of Manitoba; or
 - b. an irrevocable letter of credit; or
 - c. another acceptable security satisfactory to the Director.

This permit bond, irrevocable letter of credit, or other security and renewals thereof shall remain in place for the duration of the operation of the facility. The Director may order forfeiture of the permit bond, irrevocable letter of credit, or other security, either in whole or in part, by giving written notice to that effect to the Licencee, upon the Director being satisfied that the Licencee is in breach of any specification, limit, term or condition of this Licence, or for reimbursement of any costs or expenses incurred by the Province of Manitoba in rectifying environmental damage caused or contributed to by the operation of the facility.

REVIEW AND REVOCATION

- A. 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.
- 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 proposal pursuant to The Dangerous Goods Handling and Transportation Act.

"original signed by"

Larry Strachan, P. Eng.

Director

Dangerous Goods Handling and Transportation Act

Client File No.: 4631.00

Consignor Registration No. MB 1002048