



**Conservation**

Climate Change and Environmental Protection Division  
Environmental Assessment and Licensing Branch  
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**CLIENT FILE NO.: 5533.00**

August 25, 2011

Dean Arnill  
Western Asphalt Products Inc.  
65 Limestone Rd.  
Brandon MB R7A 7L5

Dear Mr. Arnill:

Enclosed is **Environment Act Licence No. 2982** dated August 25, 2011 issued in accordance with The Environment Act to **Seal-on Paving Ltd. operating as Western Asphalt Products** for the construction and operation of the Development being an asphalt emulsion plant, in accordance with the Proposal dated June 7, 2011.

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 Ryan Coulter, Environmental Engineer (204) 945-7023.

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 within 30 days of the date of the Licence.

Yours truly,

Tracey Braun, M. Sc.  
Director  
Environment Act

Enc.

c: Don Labossiere, Director, Environmental Operations  
Phil Dorn, P. Eng., Samson Engineering  
Public Registries

**NOTE:** Confirmation of Receipt of this Licence No. 2982 (*by the Licencee only*) is required by the Director of Environmental Assessment and Licensing. Please acknowledge receipt by signing in the space provided below and faxing a copy (letter only) to the Department by September 6, 2011.

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Western Asphalt Products Inc.

Date

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

# LICENCE

Licence No. / Licence n° 2982

Issue Date / Date de délivrance August 25, 2011

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 Sections 10(1) / Conformément au Paragraphe 10(1)

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

**SEAL-ON PAVING LTD. OPERATING AS WESTERN ASPHALT PRODUCTS;**  
**"the Licencee"**

for the construction and operation of the Development being an asphalt emulsion plant, in accordance with the Proposal dated June 7, 2011, 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 Development;

"**approved**" means approved by the Director in writing;

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

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

"**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;

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- 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; 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 unwanted sound 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 and 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 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;

**"opacity"** means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background;

**"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;

**"point source"** means any point of emission from a Development where pollutants are emitted to the atmosphere by means of a stack;

**"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

**"wastewater"** means any liquid containing a pollutant as defined in The Environment Act, associated with or resulting from the Development 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 Development, at all times.
2. The Licencee shall reduce the production and dissemination of wastes by initiating and maintaining waste reduction and waste recycling programs.
3. 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 said Development; 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.
4. 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.

5. 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) have all analytical determinations undertaken by an accredited laboratory; and
  - d) report the results to the Director within 60 days of the samples being taken.
6. The Licencee shall carry out any remedial measures, modifications, or alterations, as deemed necessary by the Director, in respect to matters authorized under this Licence.
7. 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, and each submission shall be clearly labelled with the Licence Number and Client File Number associated with this Licence.
8. The Licencee shall designate an employee, within 60 days of the date of issuance of this Licence, as the Licencee's Environmental Coordinator, whose job description will include assisting the Licencee in complying with the limits, terms and conditions in this Licence and assisting Senior Management of the Licencee to manage environmental issues at the Development. The name of the Environmental Coordinator shall be submitted in writing to the Director within 14 days of appointment.

### **SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS**

#### **Respecting Construction Activities**

9. The Licencee shall not bury construction waste at the Development.
10. The Licencee shall not burn any construction waste at the Development.
11. The Licencee shall recycle or reuse construction waste wherever possible, or dispose of it at a waste disposal ground operating either under a permit issued pursuant to *The Waste Disposal Grounds Regulation 150/91* or any future amendment thereof or a Licence issued pursuant to *The Environment Act*.

12. The Licencee shall implement measures to prevent or minimize the entrainment of particulate matter in the air during construction of the Development.
13. The Licencee shall implement measures as outlined in the document Environmental Code of Good Practice for General Construction (EPS 1-EC-80-1) to prevent or minimize the entrainment of particulate matter in any runoff during construction of the Development.

#### **Respecting Asphalt Emulsion Production**

14. The Licencee shall have trained personnel supervise, at all times, all product transfer to or from a vehicle, or to or from a storage tank, or to or from drums, in such a manner that the flow of products can be immediately shut off, if necessary.
15. The Licencee shall grade, dike or curb all areas where products are stored, loaded, blended, transferred or otherwise handled in a manner and using materials approved by the Director, such that all product spillage and contaminated run-off water from these areas is contained within the Development.
16. The Licencee shall create and maintain a current duplicate inventory of all products stored at the Development, with one copy stored at the premises of the Development, and the other copy stored at a location off-site from the Development.
17. The Licencee shall visually inspect all storage vessels and spill containment systems for leakage on a weekly schedule, and shall keep a log book of all inspections on site for inspection by an Environment Officer.

#### **Respecting Spills**

18. The Licencee shall contain on the Development:
  - a) any on-site spill;
  - b) wastewater generated from any response action due to a spill; and
  - c) contaminated water resulting from the extinguishing of any fire.
19. The Licencee shall contain and clean up immediately any spill to prevent soil, surface water or ground water contamination.
20. The Licencee shall dispose of the liquid contained pursuant to clauses 18 and 19 of this Licence in a manner and within a timeframe as authorized by the Director.

#### **Respecting Air Emissions – Limits**

21. The Licencee shall not emit particulate matter from the Development such that:
  - a) particulate matter:
    - i) exceeds 0.23 grams per dry standard cubic metre calculated at 25 degrees Celsius and 760 millimetres of mercury from any point source of the Development;

- ii) exhibits a visible plume with an opacity of greater than 5 percent at any point beyond the property line of the Development; or
    - iii) results in the deposition of visible particulate residue at any time beyond the property line of the Development; or
  - b) opacity from any point source of the Development equals or exceeds:
    - i) 20 percent as the average of any 24 consecutive opacity observations taken at 15 second intervals;
    - ii) 20 percent for more than 16 individual opacity observations within any 1 hour period; or
    - iii) 40 percent for any individual opacity observation.
- 22. The Licencee shall not cause or permit a noise nuisance to be created as a result of the construction, operation or alteration of the Development, and shall take such steps as the Director may require to eliminate or mitigate a noise nuisance.
- 23. The Licencee shall not cause or permit an odour nuisance to be created as a result of the construction, operation or alteration of the Development, and shall take such steps as the Director may require to eliminate or mitigate an odour nuisance.

#### **Respecting Wastewater**

- 24. The Licencee shall direct all sewage to the sewage disposal system located at the Development.
- 25. The Licencee shall not direct any spillage, contaminated run-off or pollutant, other than sewage, to the sewage disposal system located at the Development.

#### **Respecting Monitoring**

- 26. The Licencee shall, within 60 days of a written request from the Director, submit a proposal for the approval of the Director for a monitoring program, including monitoring of fugitive emissions or ambient air quality for the following parameters:
  - a) particulate matter; and
  - b) any other parameters the Director may request.
- 27. The Licencee shall complete the monitoring program submitted pursuant to Clause 26 of this Licence in accordance with the approved proposal.
- 28. The Licencee shall submit to the Director within 90 days of receipt of the analytical results of the monitoring performed pursuant to Clause 26 of this Licence, a report that discusses the monitoring and results. This report shall address any potential health or environmental impacts beyond the boundaries of the Development that might be caused by the emissions studied.

**Respecting Emission Control Equipment**

29. The Licencee shall maintain and operate all emission control equipment to the specifications and recommendations of the manufacturer.
30. The Licencee shall maintain a log book for all maintenance activities and all downtimes of all emission control devices. The log book shall be kept at the Development and shall be available upon request for inspection by an Environment Officer. The log shall record, at minimum, the following:
  - a) identification of the unit and the processes it serves;
  - b) time/date of log entry;
  - c) nature of event;
  - d) time and duration of event;
  - e) action taken;
  - f) the accumulated downtime for these events for each calendar year; and
  - g) signature of employee/manager.
31. The Licencee shall not operate any processes with emissions that are normally treated by the emission control equipment, if the emission control equipment is not properly maintained or is not operating to the specifications of the manufacturer.
32. The Licencee, upon the written request of and in a timeframe stipulated by the Director, shall comply with any air emission or ambient air quality criteria specified by the Director for any pollutant of concern to the Director which has been identified pursuant to Clause 3, 21, 28 or 31 of this Licence.

**Respecting Chemical Storage and Spill Containment**

33. The Licencee shall provide containment for all vessels containing chemicals and in each area of the development where the chemicals are stored, loaded, transferred, used or otherwise handled, in compliance with the National Fire Code of Canada (2005), or any future amendment thereof, such that any product leakage or spillage and any contaminated liquid generated is contained within the Development and contamination of groundwater and surface water is prevented.

**Respecting Dangerous Goods and Hazardous Wastes**

34. The Licencee shall store, handle and dispose of all dangerous goods and hazardous wastes used or generated at the Development in accordance with the provisions of The Manitoba Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12).
35. The Licencee shall not receive at the Development any hazardous waste from any generator off site of the Development.



**Respecting Alteration/Closure**

36. The Licencee shall obtain approval from the Director for any proposed alterations to the Development before proceeding with the alterations.
37. The Licencee shall, in the event that the Development is to be permanently closed as an asphalt emulsion blending facility, or is offered for sale, conduct an investigation, at the Licencee's cost, to the satisfaction of the Director, to identify any contamination which may have resulted from the operation of the Development.
38. The Licencee shall, where the investigation referred to in Clause 37 of this Licence shows that contamination of the environment has occurred, submit a remediation proposal to the Director and, upon approval of this proposal by the Director, the required remediation shall be carried out by the Licencee, at the Licencee's cost.

**Respecting Emergencies**

39. The Licencee shall, within 60 days of the issue date of this licence, submit to the Director an emergency response contingency plan in accordance with the Canadian Centre for Occupational Health and Safety emergency planning guidelines.

**Respecting Financial Assurance/Insurance**

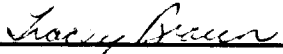
40. The Licencee shall, at least 30 days prior to the operation of the Development:
  - a) provide the Director with written proof of Environmental Impairment Liability Insurance providing coverage for the operations associated with the Development. The minimum limit for this insurance shall be \$1,000,000 per occurrence or claim; or
  - b) provide the Director with:
    - i) an irrevocable Letter of Credit from a licenced Canadian financial institution for the minimum amount of \$1,000,000, if no "sudden and accidental" pollution liability insurance is provided for the Development; or
    - ii) an irrevocable Letter of Credit from a licenced Canadian financial institution for the minimum amount of \$500,000, if "sudden and accidental" pollution liability insurance is provided for the Development through the Commercial General Policy, subject to a minimum limit of \$2,000,000 per occurrence or claim for this pollution liability coverage.
41. The Licencee shall, at least 30 days prior to operation of the Development, provide the Director with proof of Commercial General Liability Insurance for the Development and its operations providing coverage for third party bodily injury (including death) and accidental property damage subject to a minimum limit of \$5,000,000 per occurrence.
42. The Licencee shall, at least 30 days prior to the operation of the Development, provide the Director with proof of Automobile Liability Insurance for all vehicles

involved in the transport of product to and/or from the Development, providing minimum limits of \$1,000,000 per occurrence.

43. The Licencee shall ensure that the terms and conditions of the required insurance coverages and/or Letters of Credit shall be satisfactory to the Director. All financial assurance shall be maintained for the duration of this Licence, and in the case of claims-made insurance coverages, for a minimum of 12 months following the expiry of this Licence. Renewal certificates shall be provided to the Director annually, unless the financial assurance document states in writing that it is an ongoing obligation.

### **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 the Licencee has not commenced construction of the Development within three years of the date of this Licence, the Licence is revoked.
- C. If, in the opinion of the Director, new evidence warrants a change in the specifications, limits, terms or conditions set out in this Licence, the Director may require the filing of a new proposal pursuant to the Environment Act.

  
**Tracey Braun, M.Sc.**  
**Director**  
**Environment Act**

**Client File No.: 5533.00**