

# LICENCE

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Licence No. / Licence n° 239HW

Issue Date / Date de délivrance February 5, 2009

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 : / CET LICENCE EST DONNÉ À :

HI-TECH HYDRAULICS (1985) LTD. "the Licensee"

for the operation of a space heating used oil burner facility ("the facility") located at 2309, Logan Avenue, Winnipeg, Manitoba, and in accordance with the Application filed under *The Dangerous Goods Handling and Transportation Act* on December 11, 2008 and subject to the following specifications, limits, terms and conditions:

## DEFINITIONS

In this Licence,

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

"**Environment Officer**" means a department employee designated or appointed under Section 6 of *The Dangerous Goods Handling and Transportation Act*;

"**licensed carrier**" means a person who has a valid licence to transport hazardous waste pursuant to Manitoba Regulation 175/87, as amended from time to time, under *The Dangerous Goods Handling and Transportation Act* (C.C.S.M. c. D12);

"**oil**" means any petroleum or synthetic crankcase oil, engine oil, hydraulic fluid, transmission fluid, gear oil, heat transfer fluid, or other fluid capable of use for lubricating purposes in machinery or equipment;

"**space heating used oil burner**" means any device, implement, mechanism or appliance that meets the definition of "Oil Burning Equipment" as defined in CAN/CSA Standard B139 Installation Code for Oil Burning Equipment, as updated from time to time; and

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

"used oil" means oil that through use, storage, handling, defect, damage, expiry of shelf life or other similar circumstances can no longer be used for its original purpose.

### 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 facility, at all times.
2. The Licencee shall, unless otherwise specified by this Licence, retain all records during the full life of operation of the facility, 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 of information storage.
3. 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.
4. The restrictions and conditions of this Licence are severable. If any restriction or condition of this Licence, or the application thereof, to any circumstances is held invalid, the application of such restriction or condition to other circumstances and the remainder of this Licence shall not be affected thereby.

### SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

5. The Licencee shall operate the facility in accordance with the application filed with Manitoba Conservation on December 11, 2008.
6. The Licencee shall only burn used oil as a fuel in the space heating used oil burner.

7. The Licencee shall burn only used oil generated on site as a fuel in the space heating used oil burner.
8. The Licencee shall store all used oil in a manner that minimizes any potential release or fire hazard.
9. The Licencee shall install the space heating used oil burner in accordance with the Gas and Oil Burner Act Chapter G30 and accompanying regulation.
10. The Licencee shall position the heater chimney to prevent the intrusion of combustion fumes into any adjoining air intake, window or door.
11. The Licencee shall dispose of all ash produced by combustion in the space heating used oil burner, that can be classified as a hazardous waste, by a hazardous waste disposal company or in a manner approved by the Director.
12. The Licencee shall supply to the Director, no later than June 30 of each year, a written report summarizing the amount of used oil combusted in the space heating used oil burner for the previous heating season.
13. The Licencee shall, on a minimum monthly basis, perform the following maintenance operations where applicable:
  - a) the heat exchanger and flue piping for the space heating used oil burner shall be vacuum cleaned;
  - b) all sludge collected in the stainless steel hot filter element shall be removed; and
  - c) ash and other deposits shall be removed from the drip legs.The records of these maintenance operations shall be made available for inspection by an Environment Officer upon request.
14. The Licencee shall clean the flue stack annually, at minimum and the records of this maintenance operation shall be made available for inspection by an Environment Officer upon request.

**REVIEW AND REVOCATION**

- A. If, in the opinion of the Director, the Licencee has exceeded or is exceeding or has failed 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 Application pursuant to *The Dangerous Goods Handling and Transportation Act*.

  
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A. Beck, Director

*The Dangerous Goods Handling  
and Transportation Act*

**Client File No.: 5377.00**

**Hazardous Waste Consignor (Generator) Registration No.: MBG 01164**

**Cancelled**