

Licence No.: 140 HW R

Licence Issued: April 30, 2002

Licence Revised: August 19, 2003

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

THIS LICENCE IS ISSUED TO:

**BOEING CANADA INC. operating as BOEING CANADA TECHNOLOGY WINNIPEG DIVISION; the
"Licencee"**

for the establishment and operation of an on-site treatment facility (the "facility"), as described in the letter dated December 21, 1993, and further correspondence of March 18, 1994, April 9, 2002 and July 25, 2003 for the treatment of alodine rinse and for the treatment of paint booth wash water, located at 99 Murray Park Road, in the City of Winnipeg, Manitoba, 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;

"contaminant" means any solid, liquid, gas, waste, radiation or any combination thereof that is foreign to or in excess of the natural constituents of the environment and:

- a. that affects the natural, physical, chemical or biological quality of the environment; or
- b. that is or is likely to be injurious or damaging to the health or safety of a person;

"Director" means an employee so designated pursuant to The Dangerous Goods Handling and Transportation Act;

"licenced carrier" means a person who has a valid licence to transport hazardous waste pursuant to Manitoba Regulation 175/87 under the Manitoba Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12); and

"permanently closed" means that the facility has not been operated for a period of 6 months or more.

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 reduce the production of wastes by initiating and maintaining waste reduction and waste recycling programmes.
3. The Licencee shall, upon the request of the Director and in addition to any of the specifications, 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 contaminant storage, containment, treatment, handling, disposal or emission systems, for such contaminants 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 contaminants from the said 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.
4. The Licencee shall, unless otherwise specified in this Licence:
- a. carry out all sampling of, and preservation and analyses on, water, soil or air samples in accordance with methodologies approved in writing 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.
5. 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

6. The Licencee shall ensure that the facility is only used for treatment of alodine rinse water and for the treatment of paint booth wash water.
7. The Licencee shall, prior to the start-up of the facility, provide the Director with a report detailing the complete chemical composition of the alodine rinse water.
8. The Licencee shall, prior to the start-up of the facility, provide the Director with a report detailing the complete chemical composition of the paint booth wash water.
9. The Licencee shall, prior to start-up of the facility, provide the Director with a report detailing the complete chemical description of the Ion Exchange process that will be used to treat the alodine rinse water.
10. The Licencee shall maintain and keep available on-site for inspection by an Environment Officer, a daily log of the volumes of alodine rinse water treated at the facility.
11. The Licencee shall maintain and keep available on-site for inspection by an Environment Officer, a log of the volumes of paint booth wash water treated at the facility.
12. The Licencee shall maintain and keep available on-site for inspection by an Environment Officer, a log of the volumes of waste products generated at the facility.
13. The Licencee shall ensure that reports containing the information prescribed in Clauses 10, 11 and 12 of this Licence are forwarded to the Director within 30 days of a request by the Director for the information.
14. The Licencee shall, within 30 days of the issuance of this Licence, provide the Director with a written description of procedures for confirming waste characteristics and for tracking and maintaining an inventory of wastes at the facility.
15. The Licencee shall ensure that storage areas are maintained in a condition capable of retaining any spillage which may occur, that concrete floor surfaces are sealed to facilitate clean-up operations in the event of a spill and that no floor drains or catch basins are permitted in the storage area unless they are connected only to an on-site holding tank or sump.
16. The Licencee shall, within 30 days of the date of issuance of this Licence, provide the Director with the

following documentation:

- a. a copy of any current liability and/or environmental impairment insurance policies relating to the facility; and
 - b. a current contingency plan outlining procedures to be used in the event of a leak, spill, fire or other hazardous condition at the facility.
17. The Licencee shall ensure that wastes being shipped from the facility are directly transported by licenced carriers to receivers approved in the jurisdiction where the receiver is located.
 18. The Licencee shall ensure that waste containers at the site are not stacked more than 2 drum heights or 200 cm maximum height.
 19. The Licencee shall ensure that containers of wastes with incompatible characteristics are segregated to the greatest degree possible within the storage area.
 20. The Licencee shall provide the Director and the Fire and Police Departments serving the site with a 24 hour contact number for Boeing Canada Inc. personnel who have access to current on-site waste inventories.
 21. The Licencee shall obtain approval in writing from the Director for any proposed alterations to the facility before proceeding with an alteration.
 22. The Licencee shall, in the event that the facility is to be permanently closed as an on-site treatment facility, or is offered for sale, conduct an investigation, to the satisfaction of the Director, to identify any contamination that may have resulted from the operation of the facility.
 23. The Licencee shall, where the investigation referred to in Clause 22 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.

REVIEW AND REVOCATION

- A. Licence No. 140 HW is hereby rescinded.
- B. If in the opinion of the Director, the Licencee has exceeded, or is exceeding, any of the specifications, limits, terms or conditions of this Licence, the Director may revoke, temporarily or permanently, this Licence.

"original signed by"

Larry Strachan, P. Eng.

Director

Dangerous Goods Handling and Transportation Act

Client File No.: 3955.00

Consignor Registration No.: MB G 000001