


Environment Act Proposal Form



Name of the development: Dry Fertilizer Warehouse	
Type of development per Classes of Development Regulation (Manitoba Regulation 164/88): Class 1	
Legal name of the applicant: Crop Production Services (Canada) Inc	
Mailing address of the applicant: Unit E - 759 First St	
Contact Person: Randi Cyr	
City: Brandon	Province: MB Postal Code: R7A 2X5
Phone Number: 204-571-5513	Fax: email: randi.cyr@cpsagu.ca
Location of the development: SW 1/4 19-3-18 WPM	
Contact Person: Randi Cyr	
Street Address: SW 1/4 19-3-18 WPM	
Legal Description: SW 1/4 19-3-18 WPM	
City/Town: Ninga	Province: MB Postal Code: R7A 2X5 AC
Phone Number: 204-534-6806	Fax: email:
Name of proponent contact person for purposes of the environmental assessment: Randi Cyr	
Phone: 204-571-5513	Mailing address: Unit E - 759 First St
Fax:	Brandon MB R7A 2X5
Email address: randi.cyr@cpsagu.ca	
Webpage address: N/A	
Date: July 22, 2015	Signature of proponent, or corporate principal of corporate proponent: 
	Printed name:



February 20, 2015

Krystal Penner
Manitoba Conservation and Water Stewardship
123 Main Street, Suite 160
Winnipeg MB R3C 1A5

Re: New License Request – Ninga, MB

Dear Krystal,

This letter is to request operational approval for the Crop Production Services (Canada) Inc. Ninga, Manitoba facility, which upon acquisition was found to have no current Manitoba Conservation License, located at 219 Railway Street on the SW ¼ of 19-3-18 WPM in the Municipality of Killarney-Turtle Mountain.

This application includes:

- A hard copy of the new license proposal;
- A cheque for the \$1,000 fee;
- CPS site plan drawing; and
- Canadian Pacific Railway Company Master Lease.

If you have any questions regarding this new license request please direct any questions to myself.

Sincerely,



Randi Cyr
Manager, Operations Compliance
Crop Production Services (Canada) Inc.

Crop Production Services (Canada) Inc.
Ninga, MB

Introduction and Background

In October 2013, Crop Production Services (Canada) Inc. acquired the ag retail outlets from Viterra Inc. Upon revision of the current Manitoba Environmental Act Licenses, it was discovered that there was no license in place for the facility in question.

Site Information

This property is located at 219 Railway Street on the SW ¼ of 19-3-18 WPM in the Municipality of Killarney-Turtle Mountain and is currently leased by Crop Production Services (Canada) Inc. A copy of the Canadian Pacific Railway Company Master Lease is included in this application.

At some point when this lease was held by a legacy company, a bulk granular fertilizer storage and distribution facility was constructed and commenced operation on this property. The site includes a bulk granular fertilizer shed which holds a maximum of 550 MT of various bulk granular fertilizers and two hopper bottom bins which hold a maximum of 200 MT of various bulk granular fertilizers.

Description of Existing Environment in the Project Area

The area surrounding the property is all used for commercial and residential purposes and is located within the Local Urban District of Ninga.

Description of Environmental Effects of the Proposed Development

There have been no negative effects to our knowledge within legacy company operation or since Crop Production Services (Canada) Inc. took over the operation of this property. There are several layers of protection in place to protect both people and the environment.

Firstly, all personnel are trained on a regular basis for their specific job requirements including safety in handling product, how to perform spill clean-up duties, how to read MSDS and what their specific obligations are should a product spillage occur.

Secondly, concrete load pads are in place to prevent contamination of the bare soil from product spillage.

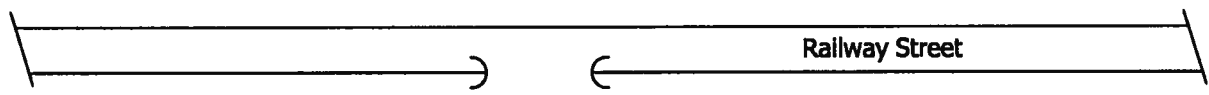
Thirdly, periodic internal audits are conducted to verify location compliance with applicable regulations and company policies.

Mitigation Measures and Residual Environmental Effects

All personnel are trained on a regular basis for their specific job requirements including safety in handling product, how to use spill clean-up equipment, how to read MSDS and what their specific obligations are should a product spillage occur. This plan includes, but is not limited to, items which will address: measures implemented for product spillage minimization and prevention, including spill clean-up equipment and supplies; security; and personnel training. The plan is available at the site at all times.

No infrastructure is in the process of being decommissioned at this time.

Lat: 49.185692 Long: -99.662331



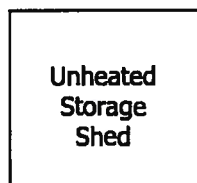
Shed



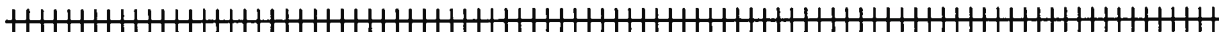
Dry Fertilizer Bins



Dry Fertilizer Storage



Unheated Storage Shed



Crop Production Services
400 Railway Street
Killamey, MB R0K 1G0
204-534-6806

Revised:

10/25/13



Code:

48840

AMENDING AGREEMENT TO MASTER LEASE AGREEMENT dated September 1, 1993.

This Amending Agreement dated effective September 1, 2013.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY
(hereinafter called the "Lessor")

-and-

VITERRA INC.
(hereinafter called the "Lessee")

-and-

12A101 CANADA LTD.

RECITALS:

- A. By two Memorandums of Lease commencing the 1st day of September, 1968, the Lessor leased to Lessee certain lands and premises of the Lessor located within Alberta, Saskatchewan and Manitoba as more particularly listed and set forth in Schedule "1" to the respective Memorandums of lease, upon which Lessee has constructed and maintained an elevator or elevators and other buildings which are used in the storage and distribution:
- a. of grain (hereinafter called the "Elevator Lease") and;
 - b. of fertilizer, coal and other farm supplies (hereinafter called the "Shed Lease")
- The lands and premises in each of the Elevator Lease and Shed Lease are referred to as the "demised premises".
- B. The Elevator Lease and Shed Lease were amended and renewed pursuant to the agreements as follows:
- a) agreement effective September 1, 1973;
 - b) agreement effective September 1, 1978;
 - c) agreement effective September 1, 1983;
 - d) agreement effective September 1, 1988;
 - e) agreement effective September 1, 1988, and dated February 21, 1989;
- C. For the purpose of easier reference, the parties agreed to consolidate the Elevator Lease and Shed Lease and all of the amending and renewal agreements listed above into one document for the renewal term commencing September 1, 1993 (the "Lease"). The intent of the consolidated document was that it would reflect the Memorandum of Lease for the Elevator Lease and Shed Lease as amended and renewed. In addition to the consolidation, the parties agreed to certain additional

amendments for the Fifth Renewal Term commencing September 1, 1993, as identified in the Lease.

- D. The Lease further provided that at the expiration of the Fifth Renewal Term on August 31, 1998, the Lease would be automatically renewed for a further term of five (5) years, (the "**Sixth Renewal Term**") subject to the same covenants, provisos, terms and conditions of the Lease;
- E. The Lease further provided that at the expiration of the Sixth Renewal Term on August 31, 2003, the Lease would be automatically renewed for a further term of five (5) years, (the "**Seventh Renewal Term**") subject to the same covenants, provisos, terms and conditions of the Lease;
- F. By virtue of the acquisition of United Grain Growers Ltd. operating as Agricore United by Saskatchewan Wheat Pool Inc. on June 15, 2007 and the amalgamation of those companies on November 1, 2007 the successor to them both is now named Viterra Inc., and became the lessee;
- G. The Lease was further amended by an amending agreement dated July 29, 2008 and provided for the renewal of the Lease for a further term of five (5) years (the "**Eighth Renewal Term**") ending on August 31, 2013;
- H. The Lessee subsequently assigned certain locations under the Lease to its wholly owned subsidiary, 12A101 Canada Ltd., and the Lessor consented to the assignment of the Lease pursuant to the terms contained in a letter agreement dated June 15, 2012;
- J. The parties hereto have agreed to extend the Lease for a further term of one (1) year from the expiration of the Eighth Renewal Term on the terms set out in this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The following new provisions shall be added to the Lease:

"Section 1.2 Ninth Renewal Term

- a) TO HAVE AND TO HOLD the demised premises for a term of one (1) year to be computed from the 1st day of September 2013 (the "**Ninth Renewal Term**") subject to all covenants, provisos, terms and conditions in the Lease, except as expressly provided for herein, and subject to the conditions set out in this Agreement,
- b) Lessee shall pay yearly and every year during the Ninth Renewal Term unto the Lessor as rent for each parcel of the demised premises as set forth in Schedule "1", the sum set out in Schedule "1" Summary of Sites. The said sum shall be paid annually and in advance on the 1st day of September, in each year of the Ninth Renewal Term.

c) In the event of a dispute between the parties arising from this Section, either party may refer the dispute to arbitration pursuant to paragraph 1 (g) of the Lease by notice in writing to the other party. The Lessee shall nevertheless pay the annual rent when due based upon the rental paid for the immediately preceding term year of the renewal term and upon final determination of the annual rent, either the Lessee shall forthwith pay to the Lessor the additional amount of annual rent owing retroactive to the date of the commencement of the respective term year of the renewal term, or the Lessor shall forthwith refund to the Lessee the amount of reduction of annual rent retroactive to the date of commencement of the term year of the renewal term. ”

2. This Agreement shall be effective as of September 1, 2013.
3. This Agreement shall only be amended in writing and executed by the parties.
4. Except as provided for herein, the provisions of the Lease shall remain in full force and effect unamended.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per:  _____

Per: _____

VITERRA INC.

Per:  _____ Kevin Barbero
General Counsel

Per: _____

12A101 CANADA LTD.

Per:  _____ Kevin Barbero
Secretary

Per: _____

**CONSENT BY LANDLORD TO ASSIGNMENT OF ASSIGNOR'S INTEREST IN
MASTER LEASE AGREEMENT**

File No.: _____

THIS AGREEMENT dated effective October 1, 2013 (the "Effective Date")

BETWEEN:

12A101 CANADA LTD.
(the "Assignor")

OF THE FIRST PART

AND:

CROP PRODUCTION SERVICES (CANADA) INC.
(the "Assignee")

OF THE SECOND PART

AND:

CANADIAN PACIFIC RAILWAY COMPANY
a corporation with an office at
Suite 500, Gulf Canada Square
401 - 9th Avenue S.W.
Calgary, Alberta T2P 4Z4
("CPR")

OF THE THIRD PART

RECITALS:

- A. By a master lease agreement dated effective September 1, 1993, as further amended or supplemented by a site surrender/cancellation agreement dated August 21, 2001, and as further amended by an amending agreement to master lease agreement dated February 1, 2004, and as further amended by an amending agreement to master lease agreement dated July 29, 2008 (collectively the "Master Lease Agreement"), Canadian Pacific Railway Company and Viterra Inc. (as successor in interest to Saskatchewan Wheat Pool) entered into an agreement whereby CPR demised and leased to Viterra Inc. certain parcels or tracts of land and premises of CPR in the Provinces of Alberta, Saskatchewan, and Manitoba, including the particular lands described in Schedule "A" attached to and forming part of this Agreement (the lands in Schedule "A" being referred to herein as the "Assigned Lands").
- B. Effective as of December 17, 2012, CPR consented to the partial assignment of the Master Lease Agreement to the Assignor as it relates to the Assigned Lands. All of the properties other than the Assigned Lands continue to be leased by Viterra Inc. under the Master Lease Agreement.
- C. The Master Lease Agreement was further amended by an amending agreement to master lease agreement dated effective September 1, 2013 and executed by Viterra Inc., the Assignor, and CPR.
- D. It is a term of the Master Lease Agreement that it shall not be assigned without the consent of CPR.
- E. The Assignor has requested CPR to provide its consent to the assignment to the Assignee of the Assignor's entire interest in the Master Lease Agreement (the "Assignor's Interest").

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and conditions contained herein and in the Master Lease Agreement:

1. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest, both at law and in equity, in the Assigned Lands, and all rights, benefits and advantages to be derived from the Master Lease Agreement as same relate solely to the Assigned Lands, including the unexpired residue of the term of years granted in the Master Lease Agreement, subject to the observance and performance of the covenants, terms, and conditions to be observed and performed by lessees under the Master Lease Agreement.
2. CPR hereby grants its consent to the assignment of the Assignor's Interest from the Assignor to the Assignee.
3. CPR hereby represents and warrants to the Assignee that:
 - (a) the Master Lease Agreement is in full force and effect and has not been amended;
 - (b) all rents and other amounts payable under the Master Lease Agreement have been paid up to August 31, 2013.
 - (c) the Assignor is not in default under the Master Lease Agreement nor is there any circumstance which could give rise to a default, and
 - (d) CPR has the right, power and authority to consent to the assignment of the Assignor's Interest hereunder.
4. The Assignor hereby indemnifies and agrees to save harmless the Assignee from all actions, suits, costs, losses, charges, demands and expenses for and in respect of any non-fulfillment of the obligations of the lessee under the Master Lease Agreement that have accrued or occurred up to the date hereof including any costs or expenses in respect thereof, as same relates solely to the Assigned Lands.
5. The Assignee will save the Assignor harmless from all actions, suits, costs, losses, charges, demands and expenses with respect to the non-fulfillment of any of the lessee's obligations under the Master Lease Agreement accruing or occurring after the date hereof including any costs or expenses in respect thereof, as same relates solely to the Assigned Lands.
6. The Assignee shall, during the term of the Master Lease Agreement be bound by and perform each and every covenant contained in the Agreement, as same relates solely to the Assigned Lands, in the same manner and to the same extent as if the Assignee had been an original contracting party thereto.
7. The Assignor shall remain liable under the Master Lease Agreement, and subject thereto as if this consent were not granted, and nothing in this Agreement shall be construed so as to waive or modify any of the rights of CPR under the terms of the Master Lease Agreement or to relieve the Assignor from the observance and due performance of all covenants contained in the Master Lease Agreement.
8. The Assignor hereby represents and warrants to the Assignee that:
 - (a) the Master Lease Agreement is in full force and effect and has not been amended;

(b) all rents and other amounts payable under the Master Lease Agreement have been paid up to August 31, 2013;

(c) the Assignor is not in default under the Master Lease Agreement nor is there any circumstance which could give rise to a default; and

(d) the Assignor has the right, power and authority to assign the Assignor's Interest to the Assignee and all other rights of the lessee thereunder, as same relates solely to the Assigned Lands, free and clear of all liens, charges or other encumbrances.

9. Nothing in this Agreement shall be construed to permit the Assignee to further assign or transfer its interest under the Master Lease Agreement.

10. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

The parties have executed this Agreement to be in force and effect as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Corporate Seal

12A101 CANADA LTD.



Authorized Signatory

Kevin Barbero
Secretary

Authorized Signatory

SIGNED, SEALED AND DELIVERED
in the presence of:

Corporate Seal

CROP PRODUCTION SERVICES
(CANADA) INC



Authorized Signatory

Authorized Signatory

CANADIAN PACIFIC RAILWAY COMPANY



Manager, Real Estate Prairies

SCHEDULE A

List of Properties

Province	Market Centre	Station Name	Use/Detail	Lease No.	Lessor
AB	Lethbridge	Fort Macleod	Ag site	AHOD176-0204-02	CPR
AB	Lethbridge	Fort Macleod	Ag site	AHOD176-0305-02	CPR
AB	Lethbridge	Fort Macleod	Ag site	AHOE176-0203-02	CPR
MB	Brandon West	Deloraine	Ag site	CHMC092-0001-01	CPR
MB	Brandon East	Rathwell	Ag site	CHMC204-0001-01	CPR
MB	Brandon	Basswood (Vacant)	Ag site	CHMC013-0001-01	CPR
MB	Fairlight	Deloraine	Ag site	CHMC192-0001-01	CPR
MB	Red River South	Dufrost	Ag site	CHMC064-0001-01	CPR
MB	Red River South	Elm Creek	Ag site	CHMC068-0001-01	CPR
MB	Fairlight	Foxwarren	Ag site	CHMC081-0001-01	CPR
MB	Brandon West	Newdale	Ag site	CHMC177-0001-01	CPR
MB	Brandon East	Ninga	Ag site	CHMC179-0001-01	CPR
MB	Brandon East	Rathwell	Ag site	CHMK204-0001-01	CPR
MB	Brandon West	Reston	Ag site	CHMC209-0001-01	CPR
SK	Unity	Macklin	Ag site	BHMC342-0001-01	CPR
			Vacant Crib		
SK	Regina	Yellow Gass	Elevator & Ag site	BHMC637-0001-01	CPR
SK	Tisdale	Codette	Ag site	BHMC124-0001-01	CPR
SK	Davidson	Colonsay	Ag site	BHMC125-0001-01	CPR
SK	Davidson	Drake	Ag site	BHMC158-0001-01	CPR
SK	Moose Jaw	Gravelbourg	Ag site	BHMC644-0006-01	CPR
SK	Melville	Lemberg		BHMK319-0017-01	CPR
SK	Unity	Macklin	Ag site	BHMC342-0006-01	CPR
SK	Unity	Nellburg	Ag site	BHMC391-0001-01	CPR
SK	Unity	Perdue	Ag site	BHMC430-0001-01	CPR
SK	Regina	Radville	Ag site	BHMC670-0001-01	CPR
SK	Melville	Theodore	Ag site	BHMC560-0001-01	CPR
SK	Davidson	Viscount	Ag site	BHMC600-0001-01	CPR



Randi Cyr
Manager, Operations Compliance
Environmental, Health & Safety
randi.cyr@cpsagu.ca

June 22, 2015

Krystal Penner
Manitoba Conservation and Water Stewardship
123 Main Street, Suite 160
Winnipeg MB R3C 1A5

Re: Notice of Alteration – Ninga, MB – New License Proposal In Progress

Dear Krystal,

Further to the new Environmental Act License proposal submitted on February 20, 2015, this letter is to request constructional approval for the Crop Production Services (Canada) Inc. Ninga, Manitoba facility, which upon acquisition was found to have no current Manitoba Conservation License, located at 219 Railway Street on the SW ¼ of 19-3-18 WPM in the Municipality of Killarney-Turtle Mountain.

This application includes:

- A hard copy of the new license proposal, and
- CPS site plan drawing.

The target date of construction for this project is July 15, 2015. Please contact me to indicate if you will not be able to review and approve this application in time for this deadline.

If you have any questions regarding this notice of alteration request please direct any questions to myself.

Sincerely,

A handwritten signature in blue ink that reads "Randi Cyr".

Randi Cyr
Manager, Operations Compliance
Crop Production Services (Canada) Inc.

Crop Production Services (Canada) Inc.
Ninga, MB

Site Information

This property is located at 219 Railway Street on the SW ¼ of 19-3-18 WPM in the Municipality of Killarney-Turtle Mountain and is currently leased by Crop Production Services (Canada) Inc. A copy of the Canadian Pacific Railway Company Master Lease was submitted with the original new license application which was submitted on February 20, 2015.

Changes Within the Development

This Notice of Alteration is to request constructional approval to perform a number of upgrades to the site to improve efficiency. The site currently includes a bulk granular fertilizer shed which holds a maximum of 550 tonne of various bulk granular fertilizers, two hopper bottom bins which hold a maximum of 200 tonne of various bulk granular fertilizers, and a four tonne Speed King granular fertilizer blender.

At this time, Crop Production Services (Canada) Inc. would like to notify Manitoba Conservation that it intends to replace the current granular fertilizer blender and outload conveyor with a seven tonne Doyle granular fertilizer blender and 36 foot Adams outload conveyor. The new blender and outload conveyor will be placed on the existing concrete pad which will also be upgraded at the time of construction. Plans are in place to also construct a new concrete 16' x 40' inload pad which will be utilized when loading granular fertilizer into the two hopper bottom bins.

The current plans are for construction to commence on July 15, 2015.

Maps, Drawings, Site Plans, etc.

A site plan showing the additions and deletions in red has been attached for Manitoba Conservation's files.

Identification and Quantification of Changes to the Type or Quantity of Raw Materials or Substances Used or Processed

It is anticipated that with the upgrades to the blender and outload conveyor system that our granular fertilizer plant should process approximately 60 MT/hr. This is an increase from the current handling capabilities of approximately 30 MT/hr.

Quantification of Change in the Environmental Effects as a Result of the Alteration

With the increase in the production rate, no significant changes in the environmental effects are anticipated from the alteration of this development. Respecting granular fertilizer spillage, the proposed upgrades to the existing concrete pads and the addition of the new concrete inload pad, coupled with the timely cleanup of any minor spillage that may occur during normal operation should contain all product. Also respecting air emissions, the upgrades will include covers on the outload conveyor and a fertilizer dust spout at the outload discharge which should ensure that minimal product is airborne and is contained within the property line of the site.