



Making a difference...together

**Minutes of a Meeting of the Saanich Peninsula Wastewater Commission
Held July 21, 2016 in the Saanich Peninsula Treatment Plant Meeting Room,
9055 Mainwaring Road, North Saanich, BC**

PRESENT

COMMISSIONERS: M. Williams, P. Wainwright, R. Barnhart, M. Doehnel, M. Lougher-Goodey (Alternate), M. Weisenberger, R. Windsor, M. Underwood

STAFF: T. Robbins, General Manager, Integrated Water Services; L. Hutcheson, General Manager, Parks and Environmental Services; G. Harris, Senior Manager, Environmental Protection; M. Montague (recorder)

The meeting was called to order at 8:45 am.

1. APPROVAL OF AGENDA

MOVED by Commissioner Windsor and **SECONDED** by Alternate Commissioner Lougher-Goodey,
That the Saanich Peninsula Wastewater Commission approve the agenda.

CARRIED

2. ADOPTION OF MINUTES

MOVED by Commissioner Windsor and **SECONDED** by Commissioner Barnhart,
That the Saanich Peninsula Wastewater Commission adopt the minutes of the May 19, 2016 meeting.

CARRIED

3. CHAIR'S REMARKS

The Chair's remarked as follows:

- He noted that he has been attending the IRM select committee as a non-voting representative for the Saanich Peninsula. The Saanich Peninsula Wastewater Commission's interest is in finding out whether there are any options in the Core Area to manage the biosolids at the SPWWTP. An item has been added to the agenda for the next IRM Select Committee meeting entitled "Future Directions for the IRM Select Committee", a copy of which has been distributed to the Commission for discussion. An update on the IRM Select Committee meeting held July 13, 2016 will be provided under Item 7 on today's agenda.

4. PRESENTATIONS/DELEGATIONS

There were no presentations/delegations.

5. A BYLAW TO WAIVE DEVELOPMENT COST CHARGES FOR AFFORDABLE RENTAL HOUSING AT 9818-9830 FOURTH STREET, SIDNEY, BC

T. Robbins noted that this item was discussed earlier at the SPWC meeting.

MOVED by Commissioner Wainwright and **SECONDED** by Commissioner Barnhart,
That the Saanich Peninsula Water Commission:

1. Recommend to the CRD Board that Bylaw No. 4113, Saanich Peninsula Water And Wastewater Development Cost Charge Waiver Bylaw No. 1, 2016 be introduced, read a first and second time, read a third time, and adopted; and
2. Direct staff to prepare draft amendments to the Saanich Peninsula Water and Wastewater Development Cost Charge Bylaw No. 3208 for the Commissions' review, that would allow for the Commissions to waive the development cost charges payable under the Bylaw for 'not-for-profit rental housing, including supportive living housing' and 'for-profit affordable rental housing' development types.

CARRIED

Commissioner Doehnel **OPPOSED**

6. SAANICH PENINSULA STORMWATER QUALITY 2015 PROGRAM REPORT

G. Harris spoke to the report. It was noted that the report did not contain enough detail. Discussion ensued on the item. It was suggested that this item be discussed more fully during the budget meeting and staff were asked to bring forward a couple of options for expanding this project at that time.

MOVED by Alternate Commissioner Lougher-Goodey and **SECONDED** by Commissioner Weisenberger,
That the Saanich Peninsula Wastewater Commission recommend to the Capital Regional District Board that the Saanich Peninsula Stormwater Quality 2015 Program Report be received for information.

DEFEATED

MOVED by Commissioner Wainwright and **SECONDED** by Alternate Commissioner Lougher-Goodey,
That the Saanich Peninsula Wastewater Commission direct staff to submit a revised report.

CARRIED

MOVED by Commissioner Wainwright and **SECONDED** by Commissioner Windsor,
That the Saanich Peninsula Wastewater Commission direct staff to bring forward options to expand the stormwater program, up to \$50,000, to address concerns raised.

CARRIED

7. INTEGRATED RESOURCE MANAGEMENT SELECT COMMITTEE – BUSINESS ARISING FROM THE JULY 13, 2016 MEETING

L. Hutcheson reported that the item circulated was not a new item. It was originally on the agenda for the last meeting but was not discussed due to time constraints.

MOVED by Commissioner Wainwright and **SECONDED** by Commissioner Windsor,
That the Saanich Peninsula Wastewater Commission receive the report forwarded from the IRM Select Committee for information.

CARRIED

8. **NEW BUSINESS**

There was no new business.

9. **ADJOURNMENT**

MOVED by Commissioner Windsor, **SECONDED** by Alternate Commissioner Lougher-Goodey,
That the Saanich Peninsula Wastewater Commission meeting be adjourned at 9:28 am.

CARRIED

CHAIR

**REPORT TO THE SAANICH PENINSULA WASTEWATER COMMISSION
MEETING OF WEDNESDAY, SEPTEMBER 15, 2016**

**SUBJECT SAANICH PENINSULA WASTEWATER TREATMENT – FUTURE OPTIONS
FOR RESIDUALS MANAGEMENT**

ISSUE

To provide the Saanich Peninsula Wastewater Commission (Commission) an update of potential options under consideration for regional residuals management and seek direction regarding advancing residuals management solutions for the Saanich Peninsula Wastewater Service.

BACKGROUND

In the Fall of 2015, the Commission considered a staff report that provided information on current solutions, contingencies and future options for sludge disposal, biosolids production and use and possible energy production alternatives. This was in response to the Commission's desire to discontinue landfilling raw sludge generated at the treatment plant and implement a long-term, environmentally and financially sound solution to manage the treatment plant residuals. At the time, the most viable long-term solution was considered to be partnering with the Core Area Wastewater Treatment Program's (CAWTP) residuals management solution, which was expected to be in operation by 2023/2024. Since then, there have been two major developments with respect to the future of regional residuals management. The first was the establishment of the CAWTP Project Board to make recommendations respecting the CAWTP direction, and second, CRD Board direction to further consider a regional IRM approach to solid waste and liquid waste residuals management through the establishment of the Integrated Resource Management (IRM) Select Committee. The Commission has been briefed on both of these initiatives.

This report provides an update of potential options under consideration for regional residuals management.

Core Area Wastewater Treatment Program

In a report released September 7, 2016, the CAWTP Project Board is recommending to the CRD Board, a proposal that:

"Responds to the needs of the region by providing tertiary sewage treatment for the Core Area by 2020, with a revised design that is intended to be responsive to the interests of the surrounding community and neighbourhoods. The plan includes a process to develop an integrated resource management solution for the region's waste. It also includes a commitment to advance studies for a wastewater treatment proposal in Colwood."

With respect to residuals management, the specific recommendations are:

- "1. The CRD start a new procurement for a new facility at Hartland landfill using a Design-Build-Finance-Operate (DBFO) model, such facility to be in place to receive residual solids by December 2020; the contract will be performance based, with payment tied to the production of treated biosolids that meet regulatory thresholds for Class A biosolids.

2. The CRD store the Class A biosolids at Hartland on an interim basis, recover and treat leachate and recover biogas.
3. The CRD engage in a comprehensive planning and consultation process to develop a waste policy, including management of its solid and biosolid waste streams as part of an integrated resource management plan. This process would culminate in a submission to the Ministry of Environment of an integrated resource management program by 2020; it may include an amendment to the CRD Solid Waste Management Plan.
4. In parallel the CRD issue a Request for Expressions of Interest (RFEOI) for the processing of waste (including solid waste and biosolids) to determine the level of interest on the part of developers and investors. The RFEOI would specifically request input on the integrated resource management policy and regulations required to support their prospective investment. This will inform the planning process and policy. “

The following, respecting the treatment of residual solids, was also included in the CAWTP Project Board report:

“The Project Board evaluated 21 options for treatment of residual solids. It used the same methodology that it used for the wastewater treatment plant evaluation. The methodology, evaluation worksheets, and results are included in the business case.

The recommendations are as follows:

- a plant at Hartland landfill to treat residual solids to produce, with anaerobic digestion, Class A biosolids which would qualify for beneficial use, as defined by the Ministry of Environment
- the CRD store the Class A biosolids at Hartland landfill on an interim basis in a bio-cell; biogas and leachate will be recovered.

There has been a longstanding interest in the region to move to integrated resource management. This means integrating biosolids, organics and municipal solid waste. However, the CRD does not control the vast majority of its waste. It does control biosolids from the plants it operates, but biosolids represent less than 10 per cent of the total waste stream. In order to have an effective integrated resource management plan, the region must implement policies and bylaws to control the flow and processing of the majority of its waste. The development of these policies will require analysis and extensive consultation with member municipalities, technology providers, existing private sector waste haulers and processors, other stakeholders and the broader public. Therefore, the Project Board recommends an interim storage solution for its treated Class A biosolids, within the requirements of the CRD Solid Waste Management Plan.

The Project Board recommends the CRD undertake a public process, with the participation of the affected municipalities and First Nations, to review its regional waste management policy to determine a long-term option at Hartland that optimizes the opportunity for integrated resource management and beneficial use of the biosolids. This process would culminate in a submission to the Ministry of Environment by 2020 or sooner with a long-term option and may include an amendment to the CRD Solid Waste Management Plan. While this process is underway, CRD would report periodically to the Ministry to keep it apprised of the progress.

The Project Board recommends the CRD issue a Request for Expressions of Interest for the processing of waste (including solid waste, organics and biosolids) to determine the level of interest on the part of developers and investors. The RFEOI would specifically request input on the integrated resource management policy and regulations required to support their prospective investment. This will inform the planning process and policy.”

Integrated Resource Management

At the IRM Select Committee meeting of August 10, 2016, the following motion was carried:

“That the Integrated Resource Management Select Committee recommend to the Capital Regional District Board:

That staff be directed to:

1. Retain the services of a procurement specialist to work with staff to develop a Request for Expressions of Interest (RFEOI) for an Integrated Resource Management (IRM) pilot project and bring an RFEOI document back through the Committee to the Board for approval;
2. Retain the services of an independent IRM specialist to present information to the Board regarding the Sydney, Australia strategic IRM process and to assist with the development of an RFEOI, as outlined above; and
3. Amend the Terms of Reference of the Integrated Resource Management Select Committee as shown in Appendix D as amended.”

The IRM Select Committee will meet again in October. Staff are preparing the information resulting from the resolution above.

Saanich Peninsula Solution

During discussions on the Saanich Peninsula Wastewater Treatment Plant residuals issue at previous Saanich Peninsula Wastewater Commission meetings, the concept of undertaking a pilot scale project on the Saanich Peninsula to process raw sludge from the Saanich Peninsula Wastewater Treatment Plant and other food or green wastes has been raised. The Treatment Plant site has been noted as a potential location for a pilot plant at both the Commission and IRM Select Committee meetings, but there has been no feasibility work completed to date. It should be noted that the Saanich Peninsula Wastewater Service’s \$100,000 budget contribution towards a regional IRM pilot project remains under consideration by the IRM Select Committee.

ALTERNATIVES

Alternative 1

That the Saanich Peninsula Wastewater Commission:

- a. Direct staff to engage in the CAWTP residuals treatment and management planning process with a goal of expressing interest in utilizing the interim biosolids storage facility and ultimate residuals treatment and disposal process for the Saanich Peninsula Wastewater Treatment Plant raw sludge and/or Class A biosolids, and ensuring sufficient capacity allowances are made at the facilities to receive up to approximately 8,000 tonnes of residuals per year (at ultimate build-out of treatment plant). (Subject to CRD Board approval of the CAWTP Project Board recommendations on September 14, 2016);

- b. Continue to support the Saanich Peninsula Wastewater Commission membership on the IRM Select Committee and the Committee's goals and actions.

Alternative 2

That the Saanich Peninsula Wastewater Commission direct staff to bring a report back to the Commission that sets out the concept feasibility, and a terms of reference and budget for staff to develop a Request for Expressions of Interest (RFEOI) to determine the level of private sector interest to undertake a pilot scale project on the Saanich Peninsula to process raw sludge from the Saanich Peninsula Wastewater Treatment Plant and other food/green wastes at a site to be determined, and to consider end product beneficial use.

Alternative 3

That the Saanich Peninsula Wastewater Commission receive the staff report for information and take no further action at this time.

IMPLICATIONS

Alternative 1 - If the interim and long-term residuals management solutions are implemented at the Hartland Landfill, it is expected that disposing of the Saanich Peninsula Wastewater Treatment Plant residuals at the facility would provide a cost effective and environmentally beneficial solution. Having the facility in service by December 2020, is a much more acceptable timeline than originally anticipated. At this time, there has not been any further consideration regarding how residuals would be transported to the landfill facility, or whether raw dewatered sludge would be transported, or whether Class A biosolids would be produced at the Saanich Peninsula Treatment Plant, then transported to the landfill facility for direct deposit in the storage cells.

Until the facility is operational, raw dewatered sludge would continue to be deposited at the Hartland Landfill as controlled waste.

Alternative 2 - There has been no feasibility work completed on this concept to date. A feasibility study would be recommended prior to advancing an RFEOI. Factors to be considered are: 1) siting options; 2) capital and operating costs; 3) sourcing food/green waste inputs; and 4) beneficial use and distribution of end products. The Saanich Peninsula Wastewater Service 2016/2017 budgets and financial plans would need to be amended accordingly to reflect this project.

CONCLUSION

The recently released CAWTP Project Board recommendations provide clarity respecting a potential regional approach to wastewater treatment residuals management, including interim and long-term solutions that could consider a move to integrated resource management. The recommended solutions, which are subject to CRD Board approval on September 14, create a potential residuals disposal and beneficial use opportunity for the Saanich Peninsula Wastewater Service much sooner than originally anticipated.

RECOMMENDATION

That the Saanich Peninsula Wastewater Commission:

- a. Direct staff to engage in the CAWTP residuals treatment and management planning process with a goal of expressing interest in utilizing the interim biosolids storage facility and ultimate residuals treatment and disposal process for the Saanich Peninsula Wastewater Treatment Plant raw sludge and/or Class A biosolids, and ensuring sufficient capacity allowances are made at the facilities to receive up to approximately 8,000 tonnes of residuals per year (at ultimate build-out of treatment plant). (Subject to CRD Board approval of the CAWTP Project Board recommendations on September 14, 2016);
- b. Continue to support the Saanich Peninsula Wastewater Commission membership on the IRM Select Committee and the Committee's goals and actions.

Submitted by:	Ted Robbins, B.Sc., C.Tech. General Manager, Integrated Water Services
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**REPORT TO THE SAANICH PENINSULA WASTEWATER COMMISSION
MEETING OF THURSDAY, SEPTEMBER 15, 2016**

**SUBJECT **SAMPLING DESIGN AND COST ESTIMATE FOR WOODWYNN FARMS
BIOSOLIDS IMPACT STUDY****

ISSUE

To consider a sampling design and cost estimate for a soil sampling study at Woodwynn Farms to investigate the presence of various contaminants of concern associated with historic application of regionally-produced biosolids.

BACKGROUND

At its March 17, 2016 meeting, the Commission directed Capital Regional District (CRD) staff to develop a proposal to investigate residual contamination associated with historic biosolids application on the Saanich Peninsula. The study would provide some information to the Commission on the risks associated with biosolids within the context of the current CRD-wide ban on producing and distributing biosolids from any CRD facilities or lands.

Staff investigated possible options for study locations and examined historic records for available data and information. Although biosolids were distributed and then applied to many properties throughout the region, the best information appears to be associated with Woodwynn Farms located in Central Saanich. Woodwynn Farms applied approximately 3,500,000 litres of biosolids produced from the Central Saanich, Bazan Bay and Sidney treatment plants that operated at that time. The farm applied biosolids to various fields on the property from 1993 to 1999. The current property owners are willing to support the current study provided the research is scientifically rigorous, including sufficient controls, replication, randomization and analyses.

Data and information prior to the land application of biosolids can form a baseline for some contaminants and site conditions. The regulatory focus at the time (and still current today) was on bacterial concentrations, pH, nutrients and some metals. In the 1990s, the scientific community was just starting to focus attention on contaminants of emerging concern (CEC), which include flame retardants, pharmaceuticals, personal care products, perfluoroalkyl substances, disinfectants, pesticides, plasticizers and many other newer classes of chemicals. CEC analyses were not required or completed on the biosolids at that time. In fact, these contaminants are still not included in regulatory guidance today. There have been advances in analytical techniques to detect these contaminants in the environment but there is very little toxicological data and even fewer regulatory benchmarks in the literature. To date, federal and provincial regulators have not included explicit limits on these contaminants within their guidance on biosolid land application.

Although the land application ceased in 1999, the property did not complete its required closure plan until 2009. Since 1999, there have been extensive site activities across the property, including addition of commercial fertilizers, compost, land alteration and crop rotations, which will confound any direct link between the biosolid application in the 1990s and environmental concentrations today.

Despite the limitations of any scientific study to link past biosolids applications with current estimates of risk, staff have designed a study to measure concentrations of some CEC contaminants at Woodwynn Farm. The hypothesis is simply whether or not CEC can be detected at a site that received regionally-produced biosolids.

The sampling design and cost estimate for the proposed study to assess CEC and legacy contaminants resulting from historic Woodwynn Farms biosolids land application can be found in Appendix A. This sampling design has been reviewed and approved by the operators and Board of Woodwynn Farms.

ALTERNATIVES

Alternative 1

That the Saanich Peninsula Wastewater Commission direct CRD staff not to undertake the proposed biosolids assessment study at Woodwynn Farm at this time.

Alternative 2

That the Saanich Peninsula Wastewater Commission direct CRD staff to undertake the proposed biosolids assessment impact study at Woodwynn Farm.

ENVIRONMENTAL IMPLICATIONS

Many of the ~23,000 chemicals on the Domestic Substances List can be found throughout the environment. Land application of biosolids is just one potential source of these contaminants. Very little is known of the toxicological (i.e., dose-response) characteristics of these chemicals, especially the CEC, which are of relatively recent interest.

Potential human health and environmental risks of biosolids are primarily associated with co-mingled contaminants, including CEC and legacy, or well-known and older, substances. The proposed list of analytical parameters for this study is a subset of the list of CEC and legacy substances analyzed by Environment Canada as part of the nation-wide Chemicals Management Plan assessment of contaminants in biosolids.

The study will be able to compare environmental concentrations at Woodwynn Farm against federal research on biosolids management and any available toxicity thresholds. These thresholds exist for most of the legacy contaminants. Thresholds do not exist for many of the newer classes of contaminants and, if they do, are very limited in their application.

Another concern for interpreting results will be the post-application activities on and around the site. Post-1999 activities, including additional farming activities, such as cattle grazing, the addition of other soil amendment products and pesticide use at neighboring farms, will confound the interpretation since all of these activities have the potential to add contaminants to the farm's soils. The current operators of Woodwynn Farms do not have comprehensive records of all activities that have occurred post-1999. Therefore, it will not be possible to attribute any detected contaminants solely to historic biosolids land application.

FINANCIAL IMPLICATIONS

The cost estimate to undertake the proposed study is \$85,000 (exclusive of applicable taxes). A single budget supplementary request will be required.

SOCIAL IMPLICATIONS

The existing CRD Board policy prohibiting land application of biosolids reflects regional environmental and human health concerns associated with emerging and other contaminants. The policy is not consistent with current provincial and federal regulatory guidance, which supports and encourages beneficial use of wastewater-derived solids, including land application, through the definition of acceptable risk and implementation of best practices.

The study would not contravene the current Board policy and only provide information regarding historic land application of biosolids produced by Saanich Peninsula treatment plants.

CONCLUSIONS

The proposed study will be able to detect the presence or absence (to analytical limits) for a subgroup of chemicals, including legacy compounds and those of emerging concern. The study will not be able to quantify the risks associated with these contaminants except where toxicological thresholds exist. The study will also not allow for any clear conclusion regarding the relationship between biosolids application at the site and resulting concentrations because of the limited information on biosolids quality at the time of application in the 1990s, site activities since the biosolids were applied and the length of time that has since passed.

RECOMMENDATION

That the Saanich Peninsula Wastewater Commission direct CRD staff not to undertake the proposed biosolids assessment study at Woodwynn Farms at this time.

Submitted by:	Glenn Harris, Ph.D., R.P.Bio., Senior Manager, Environmental Protection
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Ted Robbins, B.Sc., C.Tech., General Manager, Integrated Water Service

CL:cam

Attachment:

- Appendix A – Sampling design, Cost Estimate and Maps for the biosolids impact study at Woodwynn Farms

Potential Woodwynn Farms Biosolids Impact Study Sampling Design and Cost Estimate

A semi-quantitative study design is proposed for sampling at Woodwynn Farms (Figure 1). A field that has historically received Saanich Peninsula biosolids (i.e., exposed) will be compared to a reference station that did not receive Saanich Peninsula biosolids. It is hypothesized that contaminant concentrations at the exposed station will be similar to those at the reference station.

According to past records², field 1N (Figure 2) had the most frequent application events (8) from 1993 to 1999. As such, field 1N was chosen as the exposed station for this study. The location of the reference station still needs to be determined, in consultation with the current operators of Woodwynn Farms. Reference field selection will attempt to match as many variables as possible to the exposed field 1N, including slope, aspect, soil type, farming methods, crop, field size and proximity to roads, waterways, structures and animal feeding operations.

Sampling at each station will include collecting triplicate soil samples from each of two depths: 0-30 cm and 30-60 cm (Table 1). These sampling depths are consistent with those detailed in the Organic Matter Recycling Regulations (OMRR) Best Management Practices¹ and those sampled during the 1993 to 1999 land application at Woodwynn Farms². These sampling depths are also consistent with recent scientific studies that have detected migration of CEC downwards through soil 1.5 years post-biosolids application³. Each replicate sample will be comprised of ten random subsamples composited together.

Soil sampling protocols are described by OMRR² and by the Canadian Council of Ministers of the Environment⁴. In short, soil will be sampled and homogenized before decanting into ultra-trace cleaned jars. Rocks and clay particles will be removed before mixing. Soil samples collected from sites in perennial grass or legumes may have a layer of decaying organic matter on top of the soil. If this is the case, the surface layer will be removed before the sample is placed in the collection container, retaining only the fine roots that extend into the soil.

Samples will be collected by staff, in collaboration with the operators of Woodwynn Farms, and dispatched to Maxxam Analytical for metals, nutrients and bacteriology analyses and to AXYS Analytical for high-resolution analyses of CEC and other legacy substances. Hi-resolution methods are required to compare to known human health and environmental toxicity thresholds.

Exposed station results will be compared statistically to reference stations results using ANOVA to determine if there is a significant difference in concentration of contaminants between stations or sampling depths. All detectable results will be compared to known human health and environmental toxicity thresholds as part of an informal risk assessment. Results will be summarized in a short memo report to be presented to the Commission at a later date.

A summary of target contaminants and analysis cost per sample can be found in Table 2. Total study costs (exclusive of applicable taxes) can be found in Table 3.

¹ BC MOE (2008) Land Application Guidelines for the Organic Matter Recycling Regulation and the Soil Amendment Code of Practice. Prepared by Sylvis, New West Minister, BC.

² Liu, A., (2009) Land Application of Biosolids at Woodwynn Farm on the Saanich Peninsula. Waste Management Permit PE-12971 Closure Plan. Prepared by the Capital Regional District, Victoria, BC.

³ Yager, Tracy J.B., Edward T Furlong, Dana W. Kolpin, Chad A. Kinney, Steven D. Zaugg and Mark R. Burkhardt (2014) Dissipation of Contaminates of emerging Concern in Biosolids Applied to Non Irrigated Farmland in Eastern Colorado. Journal of the American Water Resources Association (JAWRA) 50(2):343-357. DOI:10.1111/jawr.12163

⁴ http://www.ccme.ca/files/Resources/csm/pn_1101_e.pdf

Table 1 Sampling Stations and Depths

Station	Sample Depth (cm)
Station 1N – replicate 1	0-30
Station 1N – replicate 2	0-30
Station 1N – replicate 3	0-30
Station 1N – replicate 1	30-60
Station 1N – replicate 2	30-60
Station 1N – replicate 3	30-60
Reference Station – replicate 1	0-30
Reference Station – replicate 2	0-30
Reference Station – replicate 3	0-30
Reference Station – replicate 1	30-60
Reference Station – replicate 2	30-60
Reference Station – replicate 3	30-60

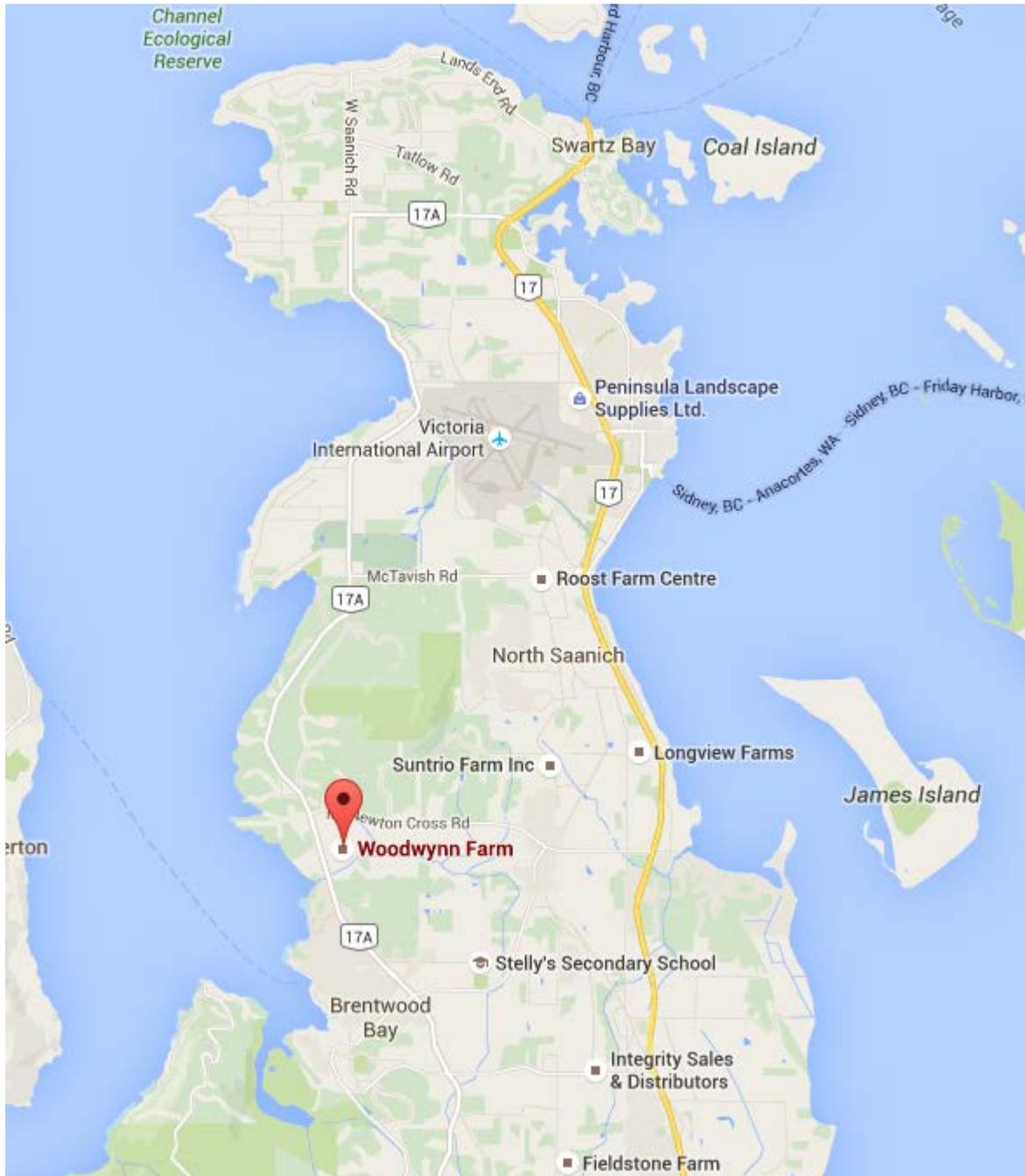
Table 2 Parameter List and Cost Per Sample

Parameter List	Cost Per Sample
Polycyclic aromatic hydrocarbons (PAH)	\$600
Polybrominated diphenyl ethers (PBDE)	\$825
Polychlorinated biphenyls (PCB)	\$825
Nonylphenol and nonylphenol ethoxylates (NP)	\$525
Pharmaceuticals and personal care products (PPCP)	\$2,000
Organochlorine pesticides (OC Pest)	\$775
Dioxins and furans	\$650
Metals	\$45
Bacteria	\$75
Nutrients	\$50
Total Cost Per Sample	\$6,370

Table 3 Total Study Costs (exclusive of applicable taxes)

Item	Cost
12 samples @ \$6,370/sample (Table 2)	\$76,440
Staff sampling costs @ one 7-hr day, two staff persons, \$103/hour/staff	\$1,442
Consumables, equipment and contingency	\$3,513
Staff interpretation and reporting costs @ five 7-hr days, one staff person, \$103/hour/staff	\$3,605
Total Study Cost	\$85,000

Figure 1. Map of Woodwynn Farm Location





**REPORT TO SAANICH PENINSULA WASTEWATER COMMISSION
MEETING OF THURSDAY, SEPTEMBER 15, 2016**

SUBJECT SIDNEY LAWN BOWLING LICENSE AGREEMENT

ISSUE

The agreement between the Capital Regional District (CRD) and the Town of Sidney for the lawn bowling facility expired on July 31st, 2016 and is up for renewal.

BACKGROUND

The CRD owns the land located at 9576 Fifth Street in Sidney BC, *PID 006-057-802 (the "Land")*. On the easterly half of the Land the CRD operates the Sidney Pump Station, under the Saanich Peninsula Wastewater Service, and on the westerly half the Sidney Lawn Bowling Club operates a lawn bowling facility. In 1997, the CRD granted the Town of Sidney a license to allow a sublicense with the Sidney Lawn Bowling Club to operate the facility. The license area was expanded and renewed in 2001 and then subsequently renewed again in 2006, and 2011. The license fee is nominal, and currently set at \$10 for the 5 year term. Operationally, there have been no concerns with the lawn bowling club operating adjacent to the pump station. Please see Appendix A for a draft of the proposed 2016 agreement.

ALTERNATIVES

That the Saanich Peninsula Wastewater Commission recommends:

1. That the CRD renew the license agreement for another 5 years on the same terms between the Town of Sidney and the CRD, to allow the Sidney Lawn Bowling Club to continue operating the lawn bowling facility and that staff negotiate and execute the agreement.
2. That the report be referred back to staff for further review.

IMPLICATIONS

There are no foreseeable implications with the continued use of the westerly half of the Land as a lawn bowling facility. The portion of the Land that the lawn bowling facility occupies is zoned P1, park and conforms to the permitted uses. The infrastructure is existing and the two facilities have operated well side by side for some time now.

CONCLUSION

The CRD and Town of Sidney have had a license agreement to allow the operation of the Sidney Lawn Bowling Club for almost 20 years. The lawn bowling facility is an asset to the community and the continued use does not compromise CRD's operations.

RECOMMENDATION

That the Saanich Peninsula Wastewater Commission recommends that the CRD renew the license agreement for another 5 years on the same terms between the Town of Sidney and the CRD, to allow the Sidney Lawn Bowling Club to continue operating the lawn bowling facility and that staff negotiate and execute the agreement.

Submitted by:	Stephen Henderson, B.Sc., PGDip. Eng., MBA, Manager, Real Estate Services
Concurrence:	Ted Robbins, B.Sc., C.Tech. General Manager, Integrated Water Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

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Attachments: Appendix A - 2016 License Agreement, Town of Sidney Lawn Bowling
Appendix B - 2015 Orthophoto of the site

APPENDIX A

LICENSE OF OCCUPATION

THIS AGREEMENT is dated for reference the day of , 2016,

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, BC V8W 2S6

("Licensor")

AND:

TOWN OF SIDNEY

2440 Sidney Ave
Sidney, BC V8L 1Y7

("Licensee")

WHEREAS:

- A. The CRD is the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Capital Regional District, in the Province of British Columbia located at 9576 Fifth Street, Sidney, BC and particularly known and described as:

That part of Lot 8, Section 9, Ranges 3&4 E, North Saanich District, Plan 4179, lying Easterly of a line parallel to and 455.6 Ft perpendicularly distant from and Westerly of the Easterly boundary of the said lot 8 and Northerly of a line parallel to and 200 ft perpendicularly distant from and Southerly of the Northerly boundary of the said lot 8 and except part in plan 1696 RW

PID 006-057-802

(hereinafter call the "Lands")

- B. The Licensee wishes to occupy and use the Lands and the Licensor has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.
- C. To facilitate the continued use of the lawn bowling facility by the Licensee, the Licensor has agreed to permit the use by the Licensee of a portion of the Lands and to grant a License of Occupation for that purpose.

IN CONSIDERATION OF the mutual covenants and agreements in this Agreement, the parties covenant and agree as follows:

1. RIGHT TO OCCUPY

1.1 The Licensor grants unto the Licensee, subject to the performance and observance by the Licensee of the terms, conditions and covenants contained herein and to earlier termination as hereinafter provided, as right by way of license for the Licensee and its servants, agents, workmen, contractors and all other invitees of the Licensee together with machinery, vehicles, equipment and materials, to occupy and use those portions of the Lands of the Licensor shown as Areas #1, #2, #4 and #5 on Schedule "A" attached hereto (the "License Area"), for a period of 5 years only, commencing the 1st day of August, 2016 and ending the 31st day of July 2021.

2. LICENSE FEE

2.1 In consideration of the right to occupy the Licensee will pay the Licensor the sum of Ten (\$10.00) dollars, such payment to be made on or before the 1st day of August, 2016.

3. USE OF THE LICENSE AREA

3.1 The Licensee may use the Areas #1 and #2 only for the purpose of constructing, installing, operating, maintaining and repairing a lawn bowling facility, including a clubhouse and bowling greens and may only use Area #5 for the purpose of shared access with the Licensor and must not use the License Area for any other purposes without prior written consent of the Licensor.

3.2 The Licensee may sublet the License Area or a portion thereof to the Sidney Lawn Bowlers Association. The Licensee may not otherwise sublet the License Area without prior written consent of the Licensor.

3.3 The Licensee may sublet License Area #4 or a portion thereof provided the Licensee obtains the prior written consent of the Licensor. Such consent shall not be unreasonably withheld.

3.4 Notwithstanding that the Licensor consents to subletting the Lands, the Licensee shall remain liable for the performance of all terms, covenants and conditions herein undertaken by the Licensee. Any assignment, subletting, encumbering or shared possession consented to by the Licensor shall not constitute a waiver of the necessity for consent to any subsequent assignment, subletting, encumbering or shared possession.

3.5 The Licensee will not make any additions, alterations or improvements to the License Area without the prior written consent of the Licensor and will carry out all work in a proper and workmanlike manner so as to as little injury to the Lands as possible.

3.6 The Licensee will not store nor will it allow any other person to store superfluous equipment on the License Area and will not store additional equipment required for the Licensee's operation on the License Area without the prior written consent of the Licensor.

3.7 The Licensee may construct or install and maintain a 3.0 metre wide gate in the fence on the northerly boundary of the License Area to permit ingress to and egress from the License Area from the adjacent property owned by the Licensee.

- 3.8 The Licensee will maintain and leave the License Area in a clean and orderly appearance at all times.
- 3.9 The Licensee will comply promptly at its expense with all laws, orders, regulations, requirements and recommendations of all associations of insurance underwriters or agents which apply to the Licensee or to the manner of use of the Lands of the Licensor.
- 3.10 The Licensee will compensate the Licensor for any and all damage done to the buildings, plants, tile drain, fences, timber, culverts, lanes and other improvements and to any equipment or other chattels on the Lands of the Licensor by reason of the exercise or purported exercise of the rights granted herein.
- 3.11 The Licensee will not place any signage at the access to the License Area or along 5th Street in front of the Lands of the Licensor without prior approval by the Licensor.
- 3.12 The Licensee will at the expiration or sooner determination of the term of this License peaceably surrender and yield up to the Licensor the License Area, and further, the Licensee will remove all buildings, structures or improvements from the License Area and will restore the License Area as near as is reasonably possible to its original condition.
- 3.13 The Licensee will pay all taxes, rates, duties and assessments whatsoever, whether Federal, Provincial, Municipal or otherwise charged upon the Licensee or the Licensor as a result of the Licensee's occupation or use of the Lands.
- 3.14 The Licensee will pay all utilities, including but not limited to water, electricity and sewer associated with the Licensee's occupation or use of the Lands.
- 3.14 That, unless the Licensee upon notice from the Licensor removes them, all buildings, structures or improvements constructed on the License Area by the Licensee, save and except from moveable business fixture of the Licensee shall, at the termination of this Agreement, become the sole property of the Licensor at no cost to the Licensor.
- 3.15 The Licensee will not store or permit to be stored on or in the Land anything that is dangerous, hazardous, inflammable or explosive nature or anything that would have the effect of increasing insurance costs or leading to the cancellation of any insurance with respect to the Land.
- 3.16 The Licensee shall not in the use of the Land as herein contemplated nor in any other manner carry on or perform or suffer or permit to be carried on or performed or suffered any practice, act or activity which may reasonably be considered to be a nuisances or menace.
- 3.17 The Licensee will post and keep posted on the License Area in two (2) conspicuous locations a notice stating that the Licensor is not responsible for the improvements or the cost of services or materials for the improvements

4. LIENS

4.1 The Licensee will not suffer or permit any lien under the *Builders' Lien Act* or like statute to be registered against title to the Licence Area by reason of labour, services or materials supplied or claimed to have been supplied to the Licensee. If any such lien is registered, the Licensee will procure registration of its discharge immediately after the lien has come to the notice of the Licensee. The Licensor may, but will not be obliged to, discharge any such lien at any time if, in the Licensor's judgment, the Licence Area becomes liable to any forfeiture or sale or its otherwise in jeopardy and any amount paid by the Licensor in so doing, together with all reasonable costs and expenses of the Licensor, will be reimbursed to the Licensor by the Licensee immediately on demand.

5. ENVIRONMENTAL RESPONSIBILITY

- (a) The Licensee will comply with all applicable environmental laws and will assume any environmental liabilities and perform any environmental obligations that result from the contravention of any environmental laws from the Licensee, its employees, agents or contractors, including the cost of complying with any remediation order and any liability for clean-up of any pollutant on, under or emanating from the Licence Area resulting from any release of such pollutant arising from the Licensee's acts or omissions under this Agreement.
- (b) The Licensee will use the Licence Area in a manner to prevent the occurrence of any adverse events and minimize potential hazards that may affect the Licensor and its contractors, invitees, licensees, employees, agents and servants, the public and the environment; and in connection with any occurrence the Licensee will implement effective control measures and immediately notify the Licensor and all concerned parties.
- (c) Except as expressly authorized by the Licensor and in compliance with all applicable laws, the Licensee will not release, deposit, store or transport any pollutant, explosive or waste within the Licence Area and will not permit any person under its direction or control to do so.
- (d) The Licensee will immediately notify the Licensor of any potential contravention of environmental, health or safety laws relating to its operations within the Licence Area and upon inspection or investigation by governmental authority. The Licensee will, at its expense, comply with all reasonable directions of the Licensor with respect to environmental risks in its use and occupation of the Licence Area.

6. ASSUMPTION OF RISK AND LIABILITY BY THE LICENSEE

- (a) The Licensor has made no representations or given any warranties, express or implied, with respect to the Licence Area and the Licensor disclaims any implied representations, warranties or conditions relating to the quality or condition of the Licence Area.
- (b) The Licensee shall release, indemnify and hold harmless the Licensor and its elected and appointed officers, servants, agents, employees, or contractors, from and against all losses, claims, demands, payments, suits, actions, damages, judgments and expenses, including legal fees, of every nature and description brought or recovered against or incurred by the Licensor and its elected and appointed officers, servants, agents and

employees, arising out of or related to the Licensee's breach of this Agreement, or the granting of this Licence or the use of the Licence Area by the Licensee, its employees, agents, contractors, servants or invitees. Furthermore, the Licensee hereby releases and agrees to indemnify and hold the Licensor and its directors, officers, employees, agents and contractors harmless from any costs, expenses, claims, responsibility and liability, whether arising in tort (including negligence), contract or otherwise in respect of loss, damage or personal injury or death arising from, attributable to, or caused by the:

- (i) Condition of the buildings or any other part of the Licence Area, or
 - (ii) Activities on the Licence Area by the Licensee or its employees, agents, contractors or permitted assigns.
- (c) The Licensee assumes all risk of damage to the property of, or injury to the Licensee and the Licensee's contractors, invitees, licensees, employees, agents and servants in connection with the exercise of the privileges under this Agreement.
- (d) The Licensee will immediately pay for all damage resulting directly or indirectly from any act or omission of the Licensee, whether negligent or otherwise, and will immediately reimburse the Licensor for all expenses including, but not limited to, expenses incurred for fighting fires, resulting directly from the licensee's acts or omissions under this Agreement whether or not negligent.
- (e) The Licensee will indemnify and save harmless the Licensor against all claims or liabilities asserted by third persons resulting directly or indirectly from the Licensee's acts or omissions.
- (f) The Licensee will immediately comply with Licensor's rules and directions relating to the use and occupation of the Licence Area.

The Licensee will not interfere with the Licensor's operations in the Licence Area.

7. INSURANCE

The Licensee shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Licensor with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- (a) Commercial General Liability Insurance
- i) The Licensee shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
 - ii) this insurance shall be in an amount not less than FIVE MILLION (\$5,000,000.00) on an occurrence basis, and
 - iii) the Licensor shall be named as an additional insured, and

- iv) this policy shall contain the separation of insureds, cross liability clause in the condition of the policy, and
- v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the Licensor, and
- vi) the Licensee shall provide the Licensor with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

The Licensee shall maintain Third Party Legal Liability Insurance in an amount not less than TWO MILLION (\$2,000,000) per occurrence in respect of all vehicles owned and / or operated by The Licensee in connection with this agreement.

Maintenance of such insurance and the performance by the Licensee of its obligations shall not relieve the Licensee of liability under the indemnity provisions set forth in this Agreement.

8. TERMINATION AND SUSPENSION.

- (a) If the Licensee defaults on its obligations under this Agreement, all privileges terminate 30 days after Licensor gives notice of default to the Licensee, if the default is not remedied within such time. The Licensor's termination of this Agreement will not prejudice the Licensor's right to collect damages on account of the Licensee's breach.
- (b) Any failure to exercise the Licensor's right to terminate this Agreement in case of default does not constitute a waiver of the Licensee's obligations to perform strictly in accordance with the terms of this Agreement. Any such right to terminate remains in effect and may be exercised as long as the default continues.
- (c) Upon termination or earlier expiry of this Agreement, the Licensee will remove its equipment and supplies, and any improvements made by it which the Licensor requires it to remove or the parties have agreed the Licensee may remove on the termination or expiry of this Agreement, within 30 days following written notice from the Licensor to do so and if not removed within this period, the Licensor may, at its option and without liability to the Licensee for loss, damage or compensation, take, keep or use the Licensee's machinery, equipment, supplies or any buildings, structures or improvements as its own property.
- (d) Early termination of this license can occur if 90 days' written notice is provided by either party.

9. NON-ASSIGNMENT

Neither this Agreement nor the privileges in it may be assigned by the Licensee, in whole or in part by operation of law or otherwise, without the prior written consent of the Licensor, which consent may be arbitrarily withheld. The Licensee will not sub-licence the Licence Area or permit any persons to enter the Licence Area unless they are authorized to do so.

10. NO SPECIAL DAMAGES

Neither party will be liable to the other for any consequential or indirect damages.

11. NOTICES

All notices required under this Agreement will be delivered by hand to the party for which it is intended, sent by email, fax or sent by prepaid courier directed to such party at its address or fax number set out in this Agreement, or at such other address or fax number as either party may stipulate by written notice to the other. Any notice delivered by hand or prepaid courier will be deemed to be received on the date of actual delivery thereof.

12. BINDING EFFECT

This Agreement will enure to the benefit of, and will be binding upon, the respective successors and permitted assigns of the parties.

13. GOVERNING LAW

This Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties will be governed by, the laws of the Province of British Columbia and the federal laws of Canada where applicable and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterpart, when executed and delivered (whether by email fax or otherwise), will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

IN WITENSS WHEREOF the parties hereto have executed this Agreement as of the date first before written.

SIGNED on behalf of the **CAPITAL REGIONAL DISTRICT**
by its authorized signatory this ____ day of _____, 2016:

Authorized Signatory

Print name:

Authorized Signatory

Print name:

SIGNED on behalf of **TOWN OF SIDNEY**
by its authorized signatory(ies) this _____ day of _____, 2016:

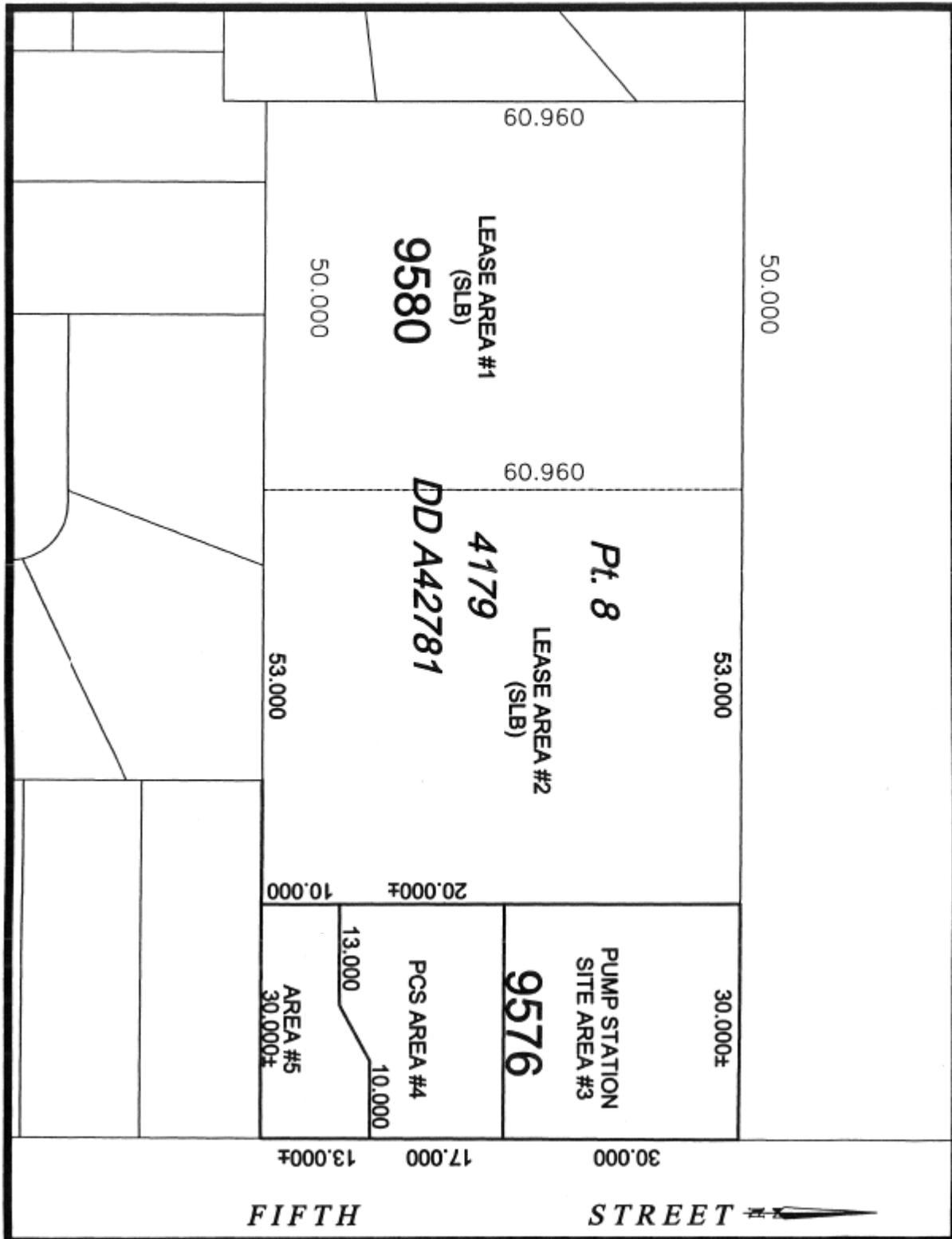
Authorized Signatory

Print name:

Authorized Signatory

Print name:

SCHEDULE "A"



APPENDIX B

