



Addendum No. 1

Request for Proposals ES-22-08 Engineering Services for Design and Construction of Final Closure at the Valemount Regional Landfill

The addendum is being issued prior to the closing of the Request for Proposals to provide further information, make changes to, or to clarify the Contract Documents and is to be read, interpreted and coordinated with all other parts of the Contract Documents. In the case of a conflict with the balance of the documents, this Addendum shall govern. **Proponents shall attach a signed copy of this addendum to their proposal.** This addendum shall form part of the Service Agreement.

Question:

The RFP states that the landfill closure design for the Valemount Regional Landfill is intended to be based on XCG Consulting's 2017 Design and Closure Plan and states that the Plan will be provided to the successful proponent. However, because the closure design is intended to be based on the Plan, reviewing it would help proponents develop appropriate methodology, detailed scope and budget for the design work. Considering this, would the Regional District please issue the Design and Closure Plan to proponents?

Answer:

The 2017 Design and Closure Plan will be provided to the successful proponent.

Please note the following section on page 3 of the RFP – Documents number 2 – 5 have been attached to this Addendum.

The following documents have been identified as relevant to this project:

1. 2015 Regional Solid Waste Management Plan (RDFFG, 2016)
<http://www.rdffg.bc.ca/uploads/reports/Solid-Waste/RSWMP2015.pdf>
2. Historical Tonnage
3. Landfill Permit PR-02465
4. LOC No. 703917
5. Site Survey

Date: April 29, 2022

Addendum 1 Received.

Signature of Proponent

Name of Proponent

Inquiries relating to this RFP may be directed to:

Darwin Paton, Environmental Services Technician
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Phone: 250-960-4400 / Fax: 250-562-8676
Email: dpaton@rdffg.bc.ca

Table 6 Waste Data

Year	Population	MSW (tonnes)	C&D (tonnes)	Total MSW Landfilled
1974	1088	1,088	0	1,088
1975	1094	1,094	0	2,182
1976	1100	1,100	0	3,282
1977	1106	1,106	0	4,388
1978	1111	1,111	0	5,499
1979	1117	1,117	0	6,616
1980	1124	1,124	0	7,740
1981	1130	1,130	0	8,870
1982	1130	1,130	0	10,000
1983	1130	1,130	0	11,130
1984	1130	1,130	0	12,260
1985	1130	1,130	0	13,390
1986	1161	1,161	0	14,551
1987	1161	1,161	0	15,712
1988	1161	1,161	0	16,873
1989	1161	1,161	0	18,034
1990	1161	1,161	0	19,195
1991	1128	1,128	0	20,323
1992	1128	1,128	0	21,451
1993	1128	1,128	0	22,579
1994	1128	1,128	0	23,707
1995	1128	1,128	0	24,835
1996	1303	1,303	0	26,138
1997		0	500	26,638
1998		0	500	27,138
1999		0	500	27,638
2000		0	500	28,138
2001		0	500	28,638
2002		0	500	29,138
2003		0	500	29,638
2004		0	500	30,138
2005		0	500	30,638
2006		0	500	31,138
2007		0	500	31,638
2008		0	500	32,138
2009		0	500	32,638
2010		0	500	33,138
2011		0	500	33,638
2012		0	500	34,138
2013		0	500	34,638

Notes:

1. Per BC Stats: 1981 Census Profile - 1,130. 1986 Cenus Profile - 1,161. 1991 Census Profile - 1,128. 1996 Census Profile - 1,303.
2. For 1974 to 1980, linear extrapolation based on population increase from 1981 to 1986.
2. Site stop accepting municipal solid waste in 1995. Transfer station built with municipal waste hauled to Foothills Boulevard Regional Landfill.
3. Municipal solid waste and construction and demolition disposal rate of 1 tonne per capita for 1974 to 1996.
4. From 1997 to 2013, construction and demolition debris continued to be bury on site at an estimate average annual rate of 1,000 cubic metres (500 tonnes, based on a 0.5 tonnes per cubic metre waste density).



LANDFILL PERMIT PR-02465

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

PERMIT
PR-02465

DRAFT COPY

Under the Provisions of the Waste Management Act

Village of Valemount

P.O. Box 168

Valemount, British Columbia

VOE 2Z0

is authorized to discharge refuse to the ground from a landfill located near Valemount, British Columbia, subject to the conditions listed below. Contravention of any of these conditions is a violation of the Waste Management Act and may result in prosecution.

This permit revokes and replaces all previously issued permits under the number PR-2465 issued under Part 2, Section 8 of the Waste Management Act.

1. AUTHORIZED DISCHARGES

- 1.1 This subsection applies to the discharge of refuse from a **landfill**. The site reference number for this discharge is E210713.
 - 1.1.1 The maximum authorized rate of discharge is 210 m³/week.
 - 1.1.2 The characteristics of the discharge are those of typical municipal solid waste.
 - 1.1.3 The authorized works are a modified-trench type landfill, approximately located as shown on attached Site Plan A.
 - 1.1.4 The location of the point of discharge is a 4.05 hectare site within the southeast portion of the southeast quarter of the southwest quarter of District Lot 5707, Cariboo Land District.

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2. GENERAL REQUIREMENTS

2.1 Landfill Operation

The Permittee shall compact the refuse and apply a minimum of 0.15 metres of compacted soil cover over all exposed solid waste at least three times per week. This cover frequency assumes a seven day a week landfilling operation. The Regional Waste Manager may vary the compaction and cover frequency based on modified hours of operation. The intent is to maintain a cover frequency where no solid waste remains exposed for more than three days.

The Regional Waste Manager may vary the frequency of covering when freezing conditions adversely affect normal operation or when sufficient quantities of soil material are incorporated with the waste.

Any revision to the maintenance frequency must have the prior written authorization of the Regional Waste Manager.

2.2 Wildlife Nuisance

The subject discharge is one that is of concern because of the possibility of a nuisance or hazard being caused by bears or other animals attracted to the site. Additional works may be required or other operating instructions may be issued by the Regional Waste Manager if such problems arise.

2.3 Site Preparation and Restoration

Provision of fencing, site access, vehicle safety barriers, surface water diversionary works, leachate control works, firebreaks and site restoration as required, shall be carried out to the satisfaction of the Regional Waste Manager. Proper signage shall be provided to ensure adequate instruction to the general public using the facility.

2.4 Segregation of Metallic Wastes

Segregate large metallic wastes, such as appliances and auto bodies, in a separate area of the landfill site. The preferred method of final disposal of these metal wastes is through recycling.

2.5 Restricted Materials

Generally, no wastes shall be disposed of at this site which are unacceptable to the Regional Waste Manager including, but not limited to, special wastes as defined by the Special Waste Regulation.

2.6 Litter Control

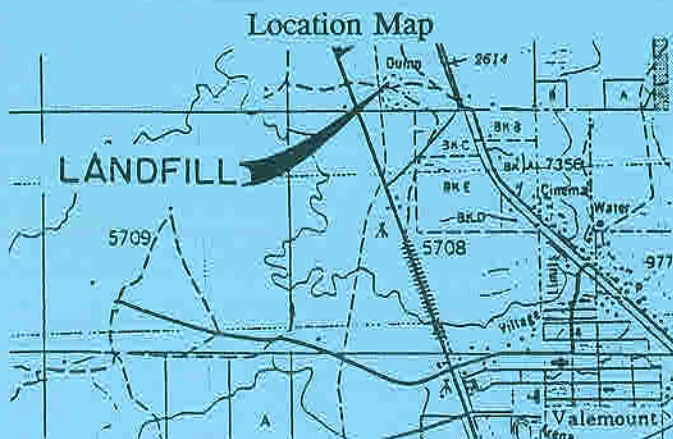
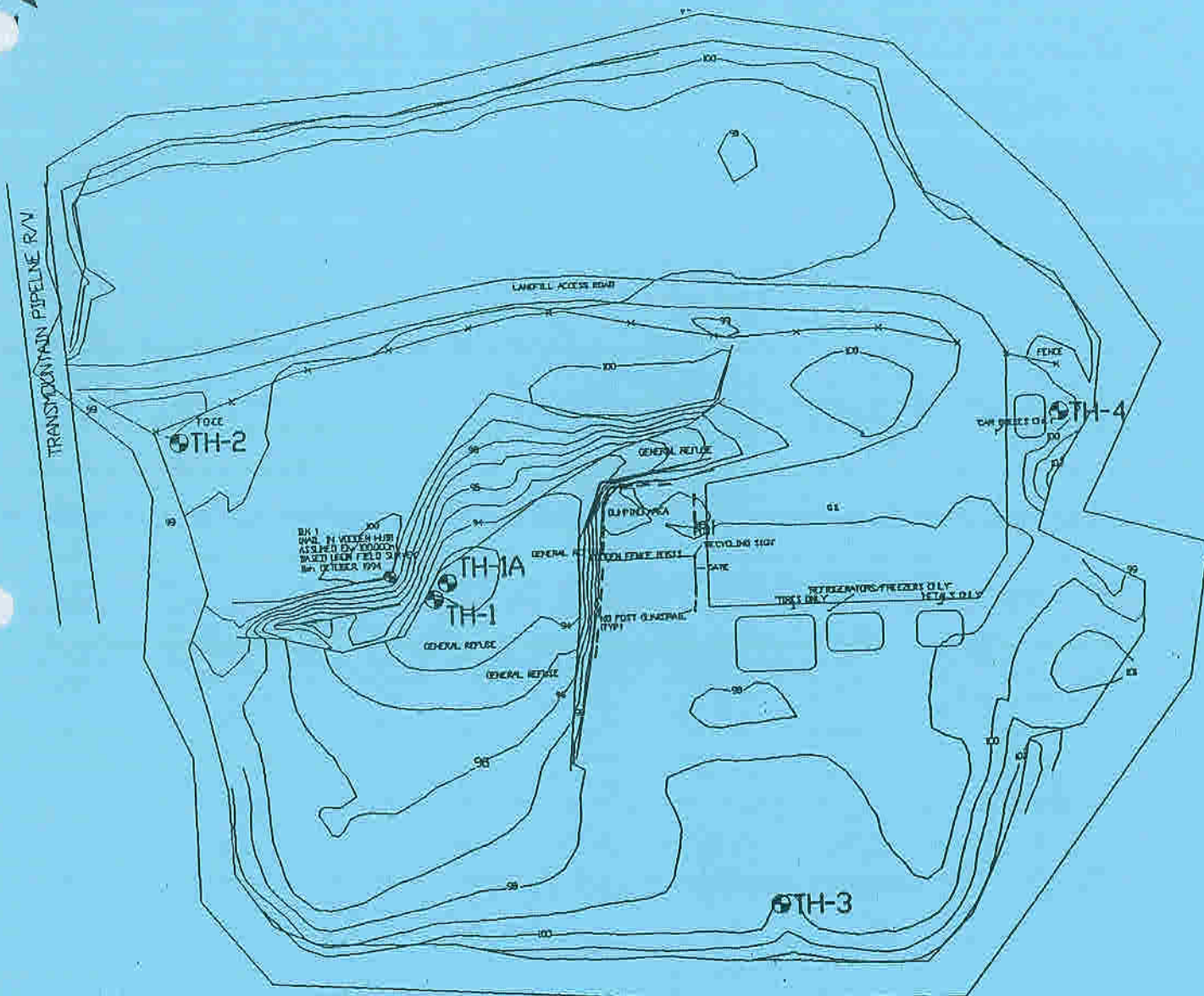
The best practical means shall be used to prevent the scatter of litter. Any litter scattered into the neighbouring property, along access roads, in drainage ditches, along litter control fences, into surrounding trees or elsewhere on the landfill site shall be cleaned up by the Permittee. The frequency of clean up and other additional requirements for refuse scatter control shall be determined by the Regional Waste Manager.

2.7 Notification

In the event of any unauthorized burning occurring at the site, the Permittee shall immediately notify the Regional Waste Manager and take appropriate remedial action.

3. OPERATING PLAN

An operating plan which addresses, but is not limited to, the design, operation, prohibited materials and/or discharges, monitoring, reporting, closure and post-closure care, security, liability and performance requirements for the facility authorized in Section 1 shall be submitted for the approval of the Regional Waste Manager prior to September 30, 1995. Following approval of the operating plan by the manager, the facility shall be operated in accordance with the approved operating plan.



Date:

R.W. Girard, R.P.Bio.
Regional Waste Manager



**British Columbia
Assets & Land Corporation**

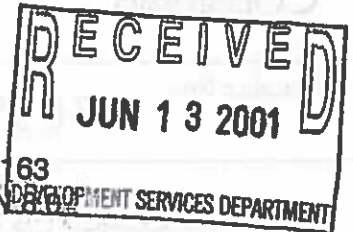
An agency of the government of British Columbia

Valemount
TS
TK

LICENCE OF OCCUPATION - No 703917

Our File: 0261163

Your File: TRANSFER



June 11, 2001

Regional District of Fraser-Fort George
155 George Street
PRINCE GEORGE BC V2L 1P8

Dear Jim Martin:

Re: LICENCE OF OCCUPATION - No. 703917

Enclosed is an originally executed copy of Licence of Occupation No. 703917, covering portion of the South 1/2 of District Lot 5707, Cariboo District containing 10.0 hectares, more or less.

This Licence of Occupation is issued to Regional District of Fraser-Fort George for a term of 25 years, commencing on the 22nd day of May, 2001, for solid waste transfer station, marshalling yard and landfill purposes.

Also, please find enclosed two (2) original copies of the Solid Waste Transfer Station Site Management Plan. Please execute both copies, and return one copy to our office for your records. Please insure that the copy with the map attached is the signed copy returned.

Should you have any further questions, please contact Heather Alderson at (250) 565-6402.

Yours truly,

H. Alderson

Heather Alderson
Land Administration Clerk
Omineca-Peace Region (Omineca)

/ha
Enc.

p.c. Crown Land Registry Services, Victoria
BC Assessment Authority, Prince George
Regional District of Fraser Fort George
Ministry of Forests, Robson Valley District Office, McBride, BC





Ministry of
Environment, Lands
and Parks

LICENCE OF OCCUPATION

Licence No.:

703917

File No.: 0261163

Disposition No.: 811212

THIS AGREEMENT is dated for reference May 22, 2001 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
155 George St
Prince George, BC V2L 1P8

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means May 22, 2001;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled **"Legal Description Schedule"**:

Portion of the South ½ of District Lot 5707, Cariboo District,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;

"Management Plan" means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them and which you are liable to pay;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate

and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for solid waste transfer station, marshalling yard and landfill purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 25th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS**4.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting your use and occupation of the Land and the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (l) obtain and maintain in good standing during the Term of this Agreement, a Access Permit onto Highway #5 by the Ministry of Transportation and Highways and within 30 days of the Commencement Date of this Agreement, deliver a copy of it to us;
- (m) obtain and maintain in good standing during the Term of this Agreement, a Waste Management Permit over the closed land fill site by the Ministry of Environment and within 30 days of the Commencement Date of this Agreement, deliver a copy of it to us;
- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred

to in section 50 of the *Land Act*;

- (c) we may make other dispositions of or over the Land;
- (d) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (c), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (e) subject to subsection (d), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (c) will be borne solely by you;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (c);
- (g) a 30 metre setback from the outside boundaries of the land shall be maintained for greenbelt purposes;
- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will

- (a) guarantee the performance of your obligations under this Agreement;

- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is

- (i) placed with insurers licensed in British Columbia,
- (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
- (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 1(4) of the *Company Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION**8.1 You agree with us that****(a) if you**

- (i) default in the payment of any money payable by you under this Agreement, or**
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),**

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;**

(c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,**
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or**
- (iii) voluntarily enter into an arrangement with your creditors;**

(d) if you are a corporation,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or**
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;**

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;**

- (f) if this Agreement is taken in execution or attachment by any person; or**

- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Prince George, British Columbia, and if we or our authorized representative have no office in Prince George, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Prince George, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

British Columbia Assets and Land Corporation
455-1011 4th Ave
Prince George, BC V2L 3H9;

to you

REGIONAL DISTRICT OF FRASER-FORT GEORGE
155 George St
Prince George, BC V2L 1P8;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

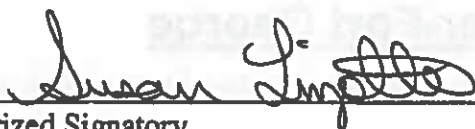
- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other

remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by
British Columbia Assets and Land Corporation,
authorized representative of the
minister responsible for the *Land Act*



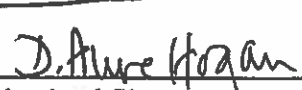
Authorized Signatory,
British Columbia Assets and Land Corporation

SIGNED on behalf of Regional District of Fraser-Fort George
by its authorized signatories



Authorized Signatory

CHAIRMAN



Authorized Signatory

Secretary


SOLID WASTE TRANSFER STATION SITE MANAGEMENT PLAN

Regional District of Fraser-Fort George

FILE #	0261163
LICENSE #	703917
DATE:	June 5, 2001

ACCEPTED BY:

SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF THE **PROVINCE OF
BRITISH COLUMBIA** by British Columbia
Assets and Land Corporation, authorized
representative of the minister responsible for
the *Land Act*.



Authorized Signatory
British Columbia Assets and Land Corporation

SIGNED on behalf of **Regional District of
Fraser-Fort George**
by a duly authorized signatory



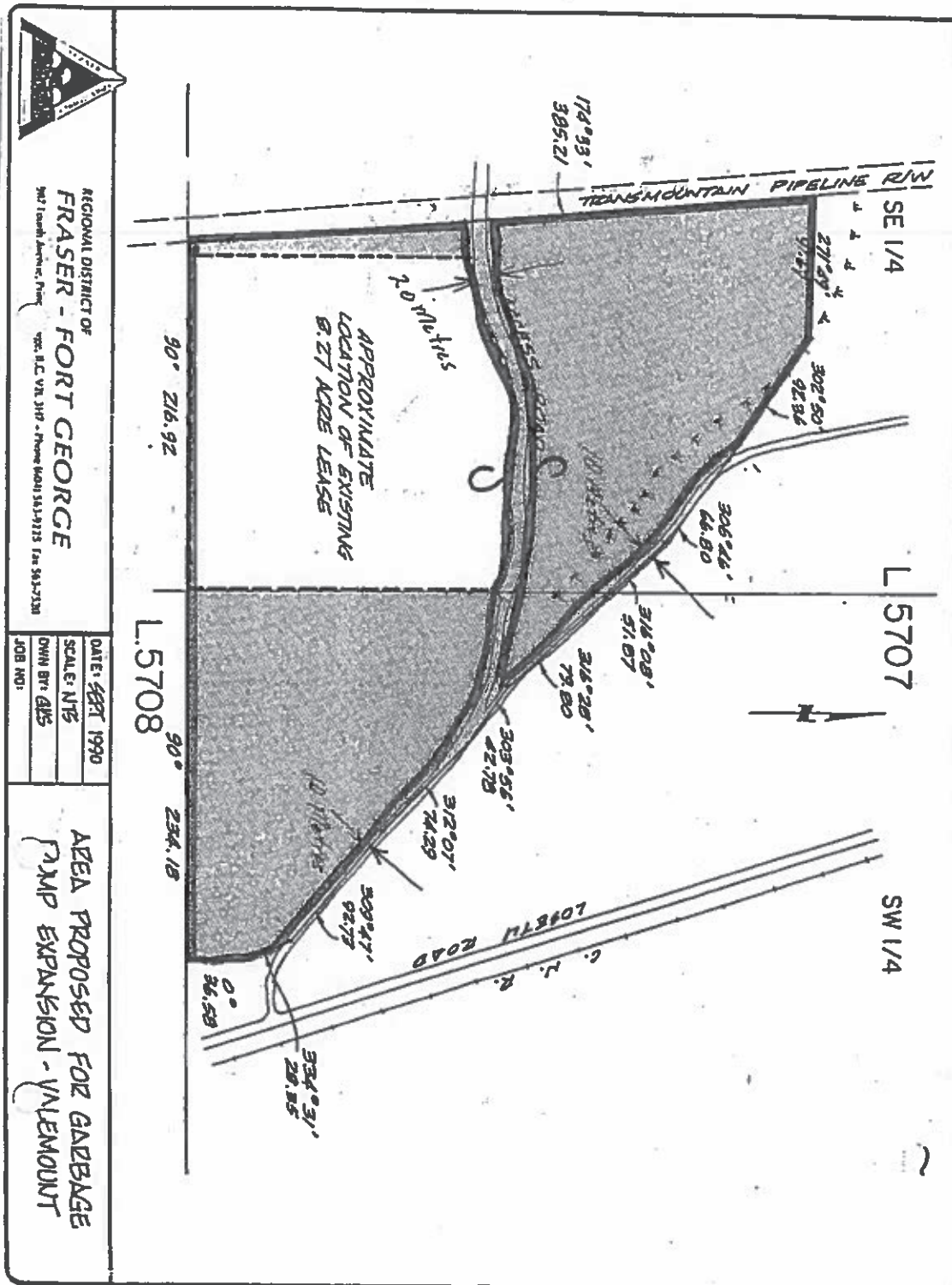
Authorized Signatory

containing 2 pages (including this page)

Second page is site survey
plan.

LEGAL DESCRIPTION SCHEDULE

Portion of the South ½ of District Lot 5707, Cariboo District, containing 10 hectares more or less as shown outlined in red on the sketch below:



SITE FEATURES

SURVEY CONTROL TABLE

NOTES:Project Number

Approved Sealed

Suite 12
556 North Nechako Road
Prince George BC
Canada V2K 1A1
Tel 250 561 2229

McElhanney



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Drawn	Design	Approved
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