



**REPORT TO CORE AREA LIQUID WASTE MANAGEMENT COMMITTEE
MEETING OF WEDNESDAY 25 MARCH 2009**

SUBJECT NEW WASTE DISCHARGE AGREEMENT FOR CCS CORPORATION

PURPOSE

To establish a new waste discharge agreement with CCS Corporation.

BACKGROUND

The Capital Regional District (CRD) regional source control program issues waste discharge permits under the CRD Sewer Use Bylaw No. 5, 2001, to regulate discharges to the sanitary sewer system. As recommended by the CRD solicitor, waste discharge permits issued to private organizations operating on federal land are supplemented by a waste discharge agreement signed by both the CRD Board and the discharger. These agreements limit the potential vulnerability of the permit to challenge and their duration is typically five years.

On 15 June 1999, Peninsula Waste Water Services Ltd. (PWWS) was issued waste discharge permit number SC99.044 to regulate the discharge of treated oily wastewater and treated hazardous waste from a facility located on Public Works and Government Services Canada property in the vicinity of the Esquimalt graving dock. Wastewater discharged at this site enters the CRD northwest trunk sewer system at the Lang Cove pump station. The permit was accompanied by a five-year waste discharge agreement which was renewed on 16 June 2004 and will expire in June 2009.

On 31 August 2008, PWWS was sold to CCS Corporation (#A007382), (CCSC) and as an interim measure both the permit and the agreement were transferred to CCSC. Permit number SC99.044 was amended on 01 January 2009 to reflect this change. Accordingly, a new waste discharge agreement needs to be issued to CCSC, prior to the expiry of the current agreement in June 2009.

Regional source control program staff have prepared the new waste discharge agreement (Appendix A) and three copies have been signed by CCSC representatives. The agreement now requires Board approval and must be signed and sealed by authorized officers of the Board.

ALTERNATIVES

- 1) That the committee recommend to the Board that the waste discharge agreement for CCS Corporation (#A0073826) outlined in Appendix A be approved and duly signed and sealed by authorized officers of the Board.
- 2) That the agreement not be approved.

FINANCIAL IMPLICATIONS

CRD costs are included in the core regional source control program budget.

SUMMARY/CONCLUSIONS

In conjunction with waste discharge permits, waste discharge agreements are issued to private organizations operating on federal land in order to limit the potential vulnerability of CRD waste discharge permits to challenge.

A new waste discharge agreement is required for CCSC due to the imminent expiry of the current agreement which was issued in conjunction with waste discharge permit number SC99.044 and assumed by CCSC upon their recent purchase of PWWS, the previous permit holder.

RECOMMENDATION

That the Core Area Liquid Waste Management Committee recommend to the Board that the waste discharge agreement for CCS Corporation (#A0073826) outlined in Appendix A be approved and duly signed and sealed by authorized officers of the Board.

Glenn Harris, PhD, RPBio
Senior Manager, Scientific Programs

Larisa Hutcheson, PEng
Acting General Manager, Environmental Services
Concurrence

Kelly Daniels
CAO Concurrence

COMMENTS

TS:cam
Attachment: 1

**CAPITAL REGIONAL DISTRICT
REGIONAL SOURCE CONTROL PROGRAM
WASTE DISCHARGE AGREEMENT**

THIS AGREEMENT dated for reference this day of , 2009.

BETWEEN:

CAPITAL REGIONAL DISTRICT
P.O. Box 1000
625 Fisgard Street
Victoria, British Columbia
V8W 2S6

("CRD")

OF THE FIRST PART

AND:

CCS CORPORATION
(#A0073826)
c/o Hazco Environmental Services
13511 Vulcan Way
Richmond, British Columbia
V6V 1K5

(the "**Corporation**")

OF THE SECOND PART

WHEREAS:

- A. The Corporation operates an Oily Wastewater and Hazardous Waste Treatment Facility at 825 Admirals Road, Esquimalt Graving Dock, Public Works and Government Services Canada, Victoria, British Columbia, V9A 2P1;
- B. The CRD operates a trunk sewer and sewage treatment systems and sewage disposal facilities within the Capital Regional District;

- C. The Corporation occupies lands owned by Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services (the "**Premises**");
- D. The CRD has agreed to accept sewage effluent from the Premises at the Lang Cove pump station for treatment and disposal through the northwest trunk sewer system and the Corporation has agreed to comply with the Sewer Use Bylaw No. 5, 2001 and its amendments (the "**Sewer Use Bylaw**") of the CRD and the terms of a Waste Discharge permit.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein, the parties hereby covenant and agree each with the other as follows:

1.00 DEFINITIONS

In this Agreement:

- (a) "**Commencement Date**" means the day of , 2009.
- (b) "**Corporation's System**" means any sewer or works constructed or operated by the Corporation on the premises for the purpose of treating or handling non-domestic waste.
- (c) "**CRD System**" means the northwest trunk sewer system owned and operated by the CRD.
- (d) "**Enactment**" means an enactment as defined in the *Interpretation Act* (British Columbia).

2.00 USE OF CRD NORTHWEST TRUNK SEWER SYSTEM

- 2.01 The CRD shall accept sanitary and non-domestic waste originating from the Premises into the CRD System and shall dispose of such sewage at the Macaulay Point sewage treatment plant from the Commencement Date.

3.00 COMPLIANCE WITH ENGINEERING STANDARDS AND ENACTMENTS

- 3.01 It is a condition of the treatment and disposal of sanitary and non-domestic waste from the Corporation under section 2.01 of this Agreement that the Corporation shall construct, repair, operate and maintain the Corporation's System in accordance with good engineering practices and all applicable federal, provincial and local government Enactments.
- 3.02 The Corporation shall comply with the standards and conditions for effluent discharge established or made under all applicable Enactments which govern the types of waste which may or may not be discharged into the CRD System including, without limitation, the Sewer Use Bylaw and any Waste Discharge permit or Order issued by the CRD under the *Environmental Management Act* in relation to the discharge.
- 3.03 In this Agreement "good engineering practices" will be determined having reference to the CRD Sewer Use Bylaw.

4.00 INDEMNITY

- 4.01 The Corporation shall indemnify and save harmless the CRD from and against all claims, demands, losses, penalties, damages, actions, suits, fines, costs or proceedings by whomever made, brought or prosecuted, and in any manner based upon, arising out of or related to, occasioned by or attributed to any breach of this Agreement by the Corporation, or its employees, agents and contractors and, without restricting the generality of the foregoing, arising out of a failure to comply with sections 3.01 and 3.02 of this Agreement.
- 4.02 In the event that a spill occurs from the CRD System and the spill resulted from the capacity of the CRD System being exceeded and by measurement it may be determined that flows from the Corporation exceeded the rates of sewage flow permitted under the Waste Discharge permit and a fine is imposed against the CRD following a conviction under an Enactment or the CRD is held liable by a Court of competent jurisdiction for damages as a result of the spill, then the amount of the fine, damages or other liability and associated legal costs directly attributable to the spill shall be paid by the Corporation.
- 4.03 Without restricting the generality of sections 4.01 and 4.02, the Corporation must take out and maintain during the term of this Agreement, a policy of general public liability insurance against the matters in respect of which the Corporation has agreed to indemnify the CRD under sections 4.01 and 4.02 and against claims for bodily injury, death or property damage arising out of the use of the CRD System in the amount of not less than \$2,000,000 per single occurrence for bodily injury, death or property damage and shall provide the CRD with proof of such insurance upon request.

5.00 RIGHT OF ENTRY FOR INSPECTION

- 5.01 The Corporation hereby authorizes the CRD to inspect, sample effluent from, or conduct closed studies on the Corporation's System for the purpose of assessing increases in waste or non-domestic flow, determining the source and quantity of ground water infiltration or the source and quantity of chemical contaminants entering the CRD System where or when such increased flow, inflow, infiltration or contamination is judged by the CRD to be adversely affecting the operation or the performance of the CRD System or the Macaulay Point sewage treatment plant or preventing the CRD from meeting regulatory requirements, or resulting in sewage spills.

6.00 DURATION OF THIS AGREEMENT

- 6.01 The term of this Agreement shall be for a five (5) year period commencing on the Commencement Date.
- 6.02 Upon the termination of this Agreement, the CRD may disconnect the CRD System from the Corporation's System and may for such purpose enter on the Premises and disconnect or stop up the Corporation's System at or adjacent to the boundary of the Premises.

6.03 This Agreement will be terminated by the CRD at any time on thirty (30) days' written notice to the Corporation if the waste discharged to the CRD System by the Corporation's System is causing:

- (a) a health or safety hazard to any CRD employee or other person or animal; or
- (b) damage to the CRD System or the Macaulay Point sewage treatment plant and materially increasing maintenance costs or causing a dangerous condition; or
- (c) damage to the sewage treatment process; or
- (d) damage to any property or vegetation.

7.00 ASSIGNMENT

7.01 No party to this Agreement may assign its interest in this Agreement without the consent of the other in writing.

8.00 MISCELLANEOUS

8.01 The parties hereto shall execute such further and other documents and do such further and other things as might be necessary to carry out and give effect to the intent of this Agreement.

8.02 Nothing contained or implied herein shall prejudice or affect the rights and powers of the CRD in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the CRD System as if this Agreement had not been executed and delivered by the parties.

8.03 This Agreement shall not be construed so as to create any greater standard of care or liability on the part of the CRD in respect of the supplying of sanitary sewage services to the Corporation than that which applies to the supply of such services to other users within the CRD.

8.04 Time is of the essence of this Agreement.

8.05 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

8.06 No waiver or any term of condition of this Agreement or of a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver of breach even if in writing shall be construed as a waiver of any future breach.

8.07 Wherever the singular, masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

8.08 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

Executed by the **CAPITAL**)
REGIONAL DISTRICT)
on the day of)
2009, in the presence of its authorized)
signatories:)
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_____)
Name:)
)

_____)
Name:)

Executed by **CCS CORPORATION**)
on the day of)
2009, in the presence of its authorized)
signatories:)
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)

_____)
Name:)
)

_____)
Name:)