



## Peace River Regional District

---

# REPORT

To: Chair and Directors of the Regional Board  
From: Shannon Anderson, General Manager of Environmental Services  
Date: October 30, 2009  
Re: Versus Goliath Project Solutions Inc.

---

**Recommendation:**

That the Regional Board enter into an agreement with Versus Goliath Project Solutions Inc., to conduct testing on the closed Dawson Creek landfill in determining a technically and economically viable strategy to capture and utilize landfill gas emissions from the Dawson Creek landfill.

**Background:**

The Solid Waste Committee at its meeting held on September 15<sup>th</sup> discussed the proposal from Versus Goliath Project Solutions Inc. to conduct testing at the closed Dawson Creek landfill to determine if it was economically feasible to capture and utilize landfill gas emissions. If it is determined that it is viable project, Versus Goliath will negotiate a future gas rights agreement with the Peace River regional District that will see Versus Goliath have exclusive rights of the potential carbon credits that will be marketed. The agreement before you is for the permission to access and completed preliminary testing only, and does not obligate the PRRD in any way of entering into any future agreements. This will be separate process that will require Board approval. Further there is no financial impact to the PRRD in entering this agreement with Versus Goliath.

Steps taken to date are as follows:

The Solid Waste Committee's recommendation was forwarded and discussed at the September 24<sup>th</sup> Regional Board meeting. The Board passed the following resolution:

that staff be authorized to negotiate a feasibility study agreement, with Versus Goliath Project Solutions Inc., for consideration by the Regional Board; to conduct testing on the closed Dawson Creek landfill in determining a technically and economically viable strategy to capture and utilize landfill gas emissions from the Dawson Creek landfill.

The attached agreement has been negotiated by staff and reviewed by legal counsel.

---

  
Department Head

  
CAO

**Nov 12 2009**

**ACCESS AGREEMENT**

THIS AGREEMENT dated for reference the 8th day of October, 2009 is

BETWEEN:

**PEACE RIVER REGIONAL DISTRICT**, P.O. Box 810,  
1981 Alaska Avenue, Dawson Creek, British Columbia  
V1G 4H8

(the "Regional District")

AND:

**VERSUS GOLIATH PROJECT SOLUTIONS INC.**, a  
business corporation incorporated under the federal laws  
of Canada (No. 4310012) with a registered and records  
office located at 111 Goulburn Avenue, Ottawa, Ontario  
K1N 8C9

("Versus Goliath")

WHEREAS:

- A. The Regional District is the registered owner in fee simple of the lands and premises in the City of Dawson Creek, British Columbia commonly known as the "Dawson Creek Transfer Station", which are legally described as:

PID: 023-951-702

Lot 1 Section 12 Township 78 Range 15 West of the 6<sup>th</sup> Meridian Peace  
River District Plan PGP41787

(the "Lands");

- B. Versus Goliath wishes to use and occupy the portion of the Lands shown outlined in red ink on the aerial map attached as Schedule "A" to this Agreement (the "Access Area") for the purposes of investigating site conditions and prepared a landfill gas management strategy and the Regional District agrees to grant to Versus Goliath a licence for these purposes on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises of and payments under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties covenant and agree as follows:

**Grant of Licence**

1. Subject to the terms and conditions of this Agreement, the Regional District licences the Access Area to Versus Goliath for a term of six (6) months commencing on the 15<sup>th</sup> day of November, 2009 and expiring on the 15<sup>th</sup> day of March, 2010 unless terminated earlier in accordance with this Agreement (the "Term"). This Agreement may be extended by mutual consent, as evidenced by the parties in writing.

**Non-Exclusive License Only**

2. This Agreement creates a non-exclusive contractual licence only and Versus Goliath acquires no interest in the Access Area, but only the non-exclusive right to use the Access Area in accordance with the terms and conditions of this Agreement.

**Use**

3. Versus Goliath will use the Access Area solely for the purposes of preparing a landfill gas management strategy, which includes:
  - (a) installing testing equipment, including blowers, flowmeters and test flares;
  - (b) performing pump tests and associated mapping and waste characterization;
  - (c) performing testing and analysis to determine potential impacts of introducing additional moisture;
  - (d) determining if surface run-off collection and on-site leachate treatment are adequate;
  - (e) determining what landfill gas destruction methods are authorized under existing operating permits and ascertaining whether other permits are necessary; and
  - (f) preparing a proposed landfill gas management strategy including preliminary technical design and workplan and proposed gas rights agreement for presentation to and consideration by the Regional District.

**Licence Fee**

4. Versus Goliath shall pay to the Regional District upon entering into this Agreement a nominal license fee for the Term in the amount of \$1.00.

**Versus Goliath's Covenants**

5. Versus Goliath covenants and agrees with the Regional District as follows:
  - (a) to use the Access Area only for the purposes set out in this Agreement;

- (b) to use the Access Area in a careful, diligent and responsible manner in order to cause no unnecessary damage or disturbance to the Regional District, the Access Area or any improvement on the Access Area;
- (c) to obtain, maintain and comply with all federal, provincial and local government permits and approvals required under applicable enactments, laws, statutes and regulations as may be necessary to perform any obligations under this Agreement including, without limitation, the laws regulating workplace health and safety in British Columbia;
- (d) to keep the Access Area in a well maintained, clean, tidy and safe state and to take all reasonable precautions to ensure the safety of all persons using the Access Area;
- (e) not to cause, maintain or permit any thing that may be or become a nuisance or annoyance on the Access Area to other persons using the Access Area or the Lands, to the owners or occupiers of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (f) to promptly remove waste and other debris related to Versus Goliath's use of the Access Area;
- (g) not to contaminate the Access Area and to carry on and conduct its activities in, on and from the Lands in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain the required approvals and permits thereunder and not to do or omit to do anything upon or from the Lands in contravention thereof;
- (h) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of Versus Goliath's use of the Access Area, including without limitation, all taxes, levies, charges and assessments, permit and license fees, and property taxes; and
- (i) to pay to the Regional District all goods and services taxes which may be payable in respect of this Agreement.

### **Construction of Works**

6. Neither Versus Goliath nor anyone on Versus Goliath's behalf shall enter the Access Area for the purpose of installing, erecting or constructing any physical works on the Access Area unless notice has first been given to the Regional District's Waste Committee setting out in reasonable detail the work intended to be done and the dates the work will be done, and until the Regional District has given express approval to the proposed works.

**Release and Indemnity**

7. Versus Goliath hereby releases, indemnifies and saves harmless the Regional District against:
  - (a) all liabilities, actions, proceedings, damages, expenses, claims and demands, including legal fees and disbursements, whatsoever and by whomsoever brought, commenced, or prosecuted by reason of the granting of this Agreement to Versus Goliath, the use or occupation of the Access Area or the land by Versus Goliath, or any works installed, erected or constructed on the Access Area by Versus Goliath;
  - (b) all expenses that may be incurred by reason of liens, non-payment for labour or materials, federal or provincial taxes, workers' compensation assessments, employment insurance or union dues;
  - (c) any default or breach of this Agreement by Versus Goliath; and
  - (d) any wrongful act, omission or negligence of Versus Goliath or its directors, officers, employees, agents, contractors, subcontractors, licensees or others for whom it is responsible in law.
8. The release and indemnity granted in section 7 will survive the conclusion or other termination of this Agreement.

**Insurance**

9. Versus Goliath must take out and maintain at all times during the Term, with such insurance company or companies and on such terms as are acceptable to the Regional District comprehensive general liability insurance against claims for bodily injury (including death) and property damage or loss arising from this Agreement in an amount not less than \$5,000,000 (five million) per occurrence.
10. All insurance policies required under this Agreement must:
  - (a) include the Regional District as an additional insured;
  - (b) include all of Versus Goliath's contractors and subcontractors as unnamed insureds;
  - (c) preclude subrogation claims by the insurer against anyone insured thereunder;

- (d) include a cross liability clause; and
  - (e) provide that coverage will not be changed or amended in any material way nor cancelled until 30 days after notice of such change or cancellation has been given to the Regional District.
11. Versus Goliath agrees to deliver a copy of all certificates of insurance in respects of each policy required under this Agreement to the Regional District prior to the date on which this Agreement commences.

**Non-Interference**

12. Versus Goliath acknowledges and agrees that portions of the Lands are used by the Regional District for the purpose of a waste transfer station and agrees not to interfere with, or cause to interfere with, such uses of the Lands.

**Maintenance of Access Area**

13. If Versus Goliath fails to maintain the Access Area in a state safe to all persons using the Access Area to the satisfaction of the Regional District, the Regional District shall be entitled to complete the maintenance and Versus Goliath shall pay the costs to the Regional District forthwith upon receipt of an invoice.

**“As Is”**

14. Versus Goliath acknowledges and agrees that the Regional District has given no representations or warranties with respect to the state or condition of the Access Area or its suitability for Versus Goliath's intended purposes and Versus Goliath uses the Access Area on an “as is” basis.

**Termination Due to Default**

15. In the event that Versus Goliath breaches any term, condition, covenant or provision of this Agreement, Versus Goliath shall remedy the breach within seven (7) days of receipt of a notice from the Regional District and if the breach is not remedied to the satisfaction of the Regional District within the time specified, all rights accruing to Versus Goliath under this Agreement shall terminate and Versus Goliath shall restore the Access Area to as close to its pre-damaged condition as is reasonably practical to the satisfaction of the Regional District.

**Restoration of Land**

16. At the expiry or earlier termination of this Agreement, Versus Goliath must, at its own expense, within 30 days restore the License Area to a condition satisfactory to the Regional District.

**Powers Preserved**

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions pursuant to the *Local Government Act*, (B.C.) or the *Community Charter* (B.C.) or its rights and powers under all of its public and private statutes, bylaws, orders and regulations.

**Exceptions and Reservations**

18. Nothing contained or implied herein shall be deemed to convey to Versus Goliath any right, title or interest to geothermal resources, methane gas or other valuable resources in or under the Access Area.

**Notice**

19. Any notice to be given pursuant to this Agreement must be in writing and delivered personally or sent by prepaid express mail to the addresses set out above. If notice is delivered personally, it will be considered given when delivered. If notice is mailed, it will be considered given five (5) days after mailing by deposit at a Canada Post mailing point or office. A party may only change its address for delivery of notices and under this section by giving notice to the other party in accordance with this section.

**Waiver**

20. No condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.

**Severance**

21. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into this Agreement without the severed provision.

**Gender**

22. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

**Additional Terms**

23. Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed by the Regional District and Versus Goliath.

**Enurement**

24. All the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors and permitted assigns of the Regional District and Versus Goliath respectively.

**Entire Agreement**

25. This Agreement constitutes the entire agreement between the parties.

**Parties**

26. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

**Governing Law**

27. This Agreement shall be governed by the laws of the Province of British Columbia.

**No Assigning or Sublicensing by Versus Goliath**

28. Versus Goliath must not assign or sublicense its interest in the Access Area or rights under this Agreement in whole or in part.

**Time of Essence**

29. Time is of essence of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates set out below.

**PEACE RIVER REGIONAL DISTRICT** )  
 by its authorized signatories: )  
 )  
 \_\_\_\_\_ )  
 Chair: )  
 )  
 \_\_\_\_\_ )  
 Corporate Officer: )  
 )  
 Date: \_\_\_\_\_ )  
 )

**VERSUS GOLIATH PROJECT** )  
**SOLUTIONS INC.** by its authorized )  
 signatories: )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 Date: \_\_\_\_\_ )  
 )

**Schedule "A"**  
**Access Area**

Access Agreement for the purposes of Landfill Gas Management Strategy between Versus Goliath Project Solutions Inc. and the Peace River Regional District

**Oct 22 2009**

**Plan showing Versus Goliath Access  
Area within Lot 1 Plan PGP 41787  
Section 12 Township 78 Range 15**



**Oct 22 2009**