

OPERATING LEASE AGREEMENT DATED DECEMBER 8TH, 2020

BETWEEN:

THE DISTRICT OF NORTH SAANICH

(hereinafter called the “District”)

AND:

**CIRCULAR FARM AND FOOD SOCIETY: VANCOUVER ISLAND (INC.
NO. S0072157)**

(hereinafter called the “Operator”)

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THIS OPERATING LEASE AGREEMENT made as of December 8th, 2020

BETWEEN:

THE DISTRICT OF NORTH SAANICH

1620 Mills Road, North Saanich, British Columbia, V8L 5S9

(hereinafter called the “**District**”)

OF THE FIRST PART

AND:

**CIRCULAR FARM AND FOOD SOCIETY: VANCOUVER ISLAND (INC.
NO. S0072157)**

10211 West Saanich Road, North Saanich, British Columbia, V8L 5T8

(hereinafter called the “**Operator**”)

OF THE SECOND PART

WHEREAS:

- A. The District issued Request for Proposals number No. 2020-01-CS in connection with the operation of the Sandown Lands herein described;
- B. The Operator submitted the Proposal and is the successful proponent for the Request for Proposals and has agreed to enter into this Agreement to provide the Services described in this Agreement;
- C. The District and Operator have agreed that Operator will operate the Sandown Lands as a municipal service pursuant to Section 8(2) of the *Community Charter*, SBC 2003, c. 26;
- D. The District and Operator wish to enter into this Agreement for the operation of the Sandown Lands subject to the terms and conditions of this Agreement;

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement the following words shall have the following meanings:

- (a) “**ASNPO**” means Accounting Standards for Not-For-Profit Organizations;
- (b) “**BCICAC**” means the British Columbia International Commercial Arbitration Centre;
- (c) “**Business Day**” means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;

- (d) “**Commencement Date**” means the 1st day of December, 2020 or such earlier or later date as the parties may agree upon in writing;
- (e) “**Community Charter**” means the *Community Charter*, SBC 2003, c. 26 as amended or re-enacted from time to time;
- (f) “**Contaminants**” means any substance which, when released in or on to the Sandown Lands, or into the natural environment, is likely to cause, at any time, material harm or degradation to the Sandown Lands, or to the natural environment or material risk to human health and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chlorofluorocarbons, hydro chlorofluorocarbons, urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or other toxicity, pollutants, contaminants, hazardous wastes, toxic substances declared to be hazardous or toxic or a pollutant, dangerous goods, deleterious substances, effluent, hazardous waste or special waste, or words of similar meaning under any laws now or enacted in the future, or which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
- (g) “**CPI**” means the all-items Consumer Price Index as established by Statistics Canada for the province of British Columbia with the year 2002 as the base year (i.e. 2002=100);
- (h) “**District**” means the District of North Saanich, British Columbia and its successors and assigns;
- (i) “**District Drainage Works**” has the same meaning as defined in the Statutory Right of Way registered against title to the Sandown Lands as CA6436553;
- (j) “**District Personnel**” means the elected officials, officers, employees, contractors and duly appointed agents and delegates of the District;
- (k) “**District Representative**” means the District's Chief Administrative Officer, or such other person as the District's Council may from time to time appoint as District Representative for the purpose of this Agreement;
- (l) “**Environmental Laws**” means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any Governmental Authority with respect to environmental protection or regulating, controlling, licensing or prohibiting Contaminants, and which are in force during the Term of this Agreement;
- (m) “**Financial Plan**” means the Financial Plan attached as Schedule D to this Agreement;
- (n) “**Governmental Authority**” means any federal, provincial, municipal, or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;

- (o) **"Improvements"** means all fixtures, structures and other improvements that exist or are installed or constructed on the Sandown Lands;
 - (p) **"Local Government Act"** means the *Local Government Act*, RSBC 1996, c. 323 as amended or re-enacted from time to time;
 - (q) **"Minimum Rent"** means at the Commencement Date, the sum of ten dollars (\$10.00) per year, plus applicable taxes;
 - (r) **"Operator"** means the party described as the Operator on the first page of this Agreement and its successors and assigns;
 - (s) **"Operator Personnel"** means the directors, officers, employees, contractors, agents and delegates of the Operator;
 - (t) **"Plans"** means those plans for the Sandown Lands prepared by Operator or its agents and approved by the District;
 - (u) **"Proposal"** means the Proposal submitted by the Operator to the District in response to the RFP, which is attached as Schedule E to this Agreement;
 - (v) **"Rent"** means the Minimum Rent and any other sum required to be paid to the District by the Operator pursuant to the provisions of this Agreement;
 - (w) **"Repair"** means any repair to the Sandown Lands;
 - (x) **"Request for Proposal" or "RFP"** means the District's Request for Proposals No. 2020-01-CS for the Sandown Lands Operator Procurement;
 - (y) **"Sandown Lands"** means the land and Improvements on that part of the former Sandown Raceway property and legally described as PID: 030-314-003 LOT A SECTION 14 RANGE 2 EAST NORTH SAANICH DISTRICT PLAN EPP77259 as shown in Schedule A;
 - (z) **"Services "** means the services described in Schedule B of this Agreement; and
 - (aa) **"Term"** means ten (10) years plus the period of any renewal term, unless terminated pursuant to Section 3.1.
- 1.2. All the provisions of this Agreement shall be deemed and construed to be covenants and agreements as though the words specifically expressing or importing such covenants and agreements were used in each separate provision hereof.
- 1.3 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) **"Agreement"** means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of

this Agreement together with all other attachments to it and reference to a part, section or schedule means the corresponding part, section or schedule of this Agreement;

- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with Generally Accepted Accounting Principles;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
- (g) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, RSBC 1996, c. 238, and includes a reference to an enactment of the District as applicable;
- (h) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (i) reference in this Agreement to a party is a reference to a party of this Agreement.

1.4 The following schedules are attached to, and shall form part of, this Agreement:

- | | | |
|-----|------------|--|
| (a) | Schedule A | Map of Sandown Lands |
| (b) | Schedule B | Description of Services |
| (c) | Schedule C | Objectives and Operational Plan in First Three Years of Term |
| (d) | Schedule D | Financial Plan |
| (e) | Schedule E | Proposal |

2. **DEMISE**

- 2.1. In consideration of the rents, covenants and agreements contained in this Agreement on the part of Operator to be paid, observed and performed, the District does hereby demise and lease unto the Operator and the Operator does hereby take and rent the Sandown Lands, upon and subject to the terms and conditions of this Agreement; subject to the following:
- (a) those areas identified as un-reclaimed (Area 4) and forested (Area 5) shall not be utilized for any purpose and shall be left in their natural state unless otherwise authorized in writing by the District;
 - (b) for greater certainty, the Operator shall not trim, cut down or disturb any trees in those areas identified as un-reclaimed (Area 4) and forested (Area 5) without the written permission of the District, which permission may be granted for ecological purposes for the preservation and enhancement of those areas or for other purposes agreed to by the District.

3. **TERM**

- 3.1. The Operator shall have and hold the Sandown Lands, for and during the Term commencing on the Commencement Date and terminating at midnight on December 31st, 2030 unless:
- (a) terminated sooner:
 - (i) by the District in its absolute discretion for any reason on the District providing the Operator with at least 12 months' prior written notice;
 - (ii) pursuant to Part 20; or
 - (iii) by the mutual agreement of the parties; or
 - (b) extended pursuant to Part 32.
- 3.2. The District agrees that in the event that it terminates this Agreement in accordance with subsection 3.1(a)(i) above, the District will reimburse the Operator for the cost of any septic system installed or constructed by the Operator or by The Fickle Fig Farm Market Ltd. (Inc. No. BC1254936) if that entity is a sublessee of the Operator on the Sandown Lands under this Agreement and the septic system had a capital cost of more than \$15,000, provided such reimbursement shall be calculated in accordance with a 20% per year depreciation rate for such septic system or other Improvements.
- 3.3. The parties agree that upon termination of this Agreement, the septic system described in Section 3.2, all Improvements and any capital assets purchased or acquired directly or indirectly with funding provided by the District shall remain the property of the District upon termination of this Agreement, free and clear of any claims by the Operator or anyone claiming on its behalf. Furthermore, in the event that this Agreement is terminated, the Operator shall forthwith return to the District all unspent funds provided by the District.

4. **MINIMUM RENT AND DISTRICT FUNDING COMMITMENT**

- 4.1. The Operator shall pay Minimum Rent in equal annual instalments beginning on the Commencement Date and continuing in advance on the 15th day of January in each year during the Term.
- 4.2. For greater certainty, the parties acknowledge and agree that the Minimum Rent shall be exclusive of applicable taxes and applicable taxes shall be payable by the Operator to the District with respect to all Minimum Rent payable by Operator and in the same manner as the payment of Minimum Rent.
- 4.3. Unless this Agreement is terminated earlier in accordance with section 3.1(a), the District will provide the following funding to the Operator during the first three years of the Term:
- (a) 2020 - \$135,000, payable as a lump sum on or before the Commencement Date;
 - (b) 2021 - \$125,000, payable as a lump sum on or before April 1st, 2021; and
 - (c) 2022 - \$125,000, payable as a lump sum on or before April 1st, 2022.

The funding commitment provided herein shall not preclude the District from providing additional funding and shall not obligate the District to provide additional funding.

5. **PAYMENT OF RENT**

- 5.1. The Operator will pay to the District, at the office of the District, in lawful money of Canada, the Rent hereby reserved without any setoff, abatement or reduction whatsoever and at the times herein specified.
- 5.2. Any sums, costs, expenses, or other amounts from time to time due and payable by the Operator to the District under the provisions of this Agreement, and whether or not expressed to be Rent, may at the option of the District be treated as and be deemed to be Rent, in which event the District will have all the remedies for the collection of such sums, costs, expenses, interest, or other amounts, if unpaid after demand, as in the case of Rent in arrears including the ability to add such sums to the property tax rolls for the Sandown Lands, but this stipulation shall not prejudice or affect any other remedy of the District under this Agreement.

6. **TITLE AND CONDITION**

- 6.1. The Sandown Lands are leased or licenced as the case may be by the District to the Operator on an “as-is where-is basis” and subject to the following:
- (a) the statutory exceptions to title as set out in section 23 of the *Land Title Act*, RSBC 1996, c. 250, as amended from time to time;

- (b) any state of fact which an accurate survey or physical inspection of the Sandown Lands might show;
 - (c) all applicable zoning regulations, rules and ordinances, building restrictions and other laws now in effect or hereafter adopted by an authority having jurisdiction;
 - (d) the agreement of the parties that the Operator shall not be responsible for any contamination which exists on the Sandown Lands prior to the commencement of this Agreement or for which the Operator bears no responsibility; and
 - (e) all agreements between the parties.
- 6.2. The Operator acknowledges to the District that Operator has made a physical inspection of the Sandown Lands and has found the same to be satisfactory for the purposes of the Operator. With the exception of the obligations of the District contained herein and subject to Section 6.1, the District is leasing or licencing the Sandown Lands to the Operator on an “as is, where is” basis and in particular, Operator will be responsible for the clean-up of any materials that are not Contaminants which may be located on the Sandown Lands as directed by the District.

7. **WORK UNDERTAKEN BY OPERATOR**

- 7.1. The Operator and the District acknowledge and agree that as of the Commencement Date of this Agreement, the Operator has not completed any work on the Sandown Lands.

8. **APPOINTMENT OF OPERATOR OF THE SANDOWN LANDS**

- 8.1. During the Term of this Agreement, the District appoints the Operator, and Operator accepts that appointment, to manage, supervise, operate and maintain the Sandown Lands in accordance with the terms and conditions of this Agreement.
- 8.2. The Operator acknowledges and agrees that it acquires no ownership interest, legal or beneficial, at law or in equity, in the Sandown Lands.
- 8.3. The Operator will, at all times during the Term, at its sole cost,
- (a) manage, supervise, operate and maintain the Sandown Lands for the purpose of providing the Services;
 - (b) provide the Services for the benefit of the District on a fair and equitable basis and in accordance with this Agreement;
 - (c) operate the Sandown Lands and not permit any other person to operate the Sandown Lands for any activity other than the Services without the prior consent of the District and then only to a person who is in the reasonable opinion of Operator qualified to operate the Sandown Lands, subject to Operator assuming all risks for the person so appointed;

- (d) provide a staff presence at the Sandown Lands, available on an on-call basis, during the Term for the purposes of providing the Services and monitoring users;
- (e) upon the request of a potential Sandown Lands user, sublessee or licensee, cause Operator Personnel to attend the Sandown Lands and provide the Services;
- (f) provide sufficient, experienced, qualified and safety-trained supervision of the operation and use of the Sandown Lands using expert skill and attention at all times when the Sandown Lands is in use;
- (g) maintain good and cordial relations with Sandown Lands users;
- (h) provide and implement a public complaints system satisfactory to, and as directed by, the District Representative acting reasonably, permitting the public to complain directly to the District Representative with respect to the Operator's operation of the Sandown Lands, and take reasonable steps to ensure that any public complaints are promptly, fully and accurately reported to the District Representative;
- (i) take all reasonable and necessary steps to keep those portions of the Sandown Lands designated from time to time by the District Representative as fire lanes unoccupied and unobstructed;
- (j) remove from the Sandown Lands any Operator Personnel who the District Representative, acting reasonably, determines is unsatisfactory;
- (k) as detailed in Part 10, operate the Sandown Lands and perform its obligations under this Agreement in compliance with all laws, statutes, bylaws, regulations and orders from time to time in force and obtain all required approvals and permits thereunder and not do or omit to do anything in contravention thereof;
- (l) in operating the Sandown Lands, comply with the *Workers Compensation Act*, RSBC 1996, c. 492, and all regulations and orders from time to time in force thereunder, including the *Occupational Health and Safety Regulations*, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments;
- (m) be the "prime contractor" for the Sandown Lands under the *Workers Compensation Act*, RSBC 1996, c. 492 and fulfill all of the "prime contractor's" obligations under that Act, including by ensuring that the activities of any employers, workers and other persons on the Sandown Lands relating to occupational health and safety are coordinated and by doing everything that is reasonably possible to establish and maintain a process that will ensure compliance with that Act and regulations thereunder, including the *Occupational Health and Safety Regulations*;

- (n) provide all equipment, furnishings and supplies that may reasonably be required to operate the Sandown Lands for the purposes of this Agreement;
- (o) to take all reasonable and necessary steps to not suffer or permit anything that may be or become a nuisance or annoyance in, on or from the Sandown Lands to the owners, occupiers or users of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (p) pay all costs, fees, taxes, charges and expenses of any kind whatsoever associated with and payable in respect of the Sandown Lands, including without limitation, taxes, rates, levies, duties, charges and assessments of any government authority having jurisdiction over the Sandown Lands, permit and license fees, telephone, electrical, gas, water, sewage disposal and other utility charges;
- (q) take all reasonable precautions to ensure the safety of all persons using the Sandown Lands;
- (r) keep the areas immediately adjacent to the Sandown Lands free of any rubbish and debris originating from the Sandown Lands;
- (s) not erect any signs at the Sandown Lands without the prior consent of the District Representative, acting reasonably;
- (t) not obstruct or interfere with the District Drainage Works;
- (u) fully comply with all easements, covenants, statutory rights of way and other charges registered against title to the Sandown Lands;
- (v) comply with the *Builders Lien Act*, SBC 1997, c. 45, in respect of any Improvements, work or construction undertaken to, on, in, under or above the Sandown Lands; and
- (w) not use the Sandown Lands for any purpose other than the Services, without the prior written consent of the District's Representative, acting reasonably.

8.4. The Operator will, at all times during the Term:

- (a) maintain the Sandown Lands in a good, safe and sanitary condition, including by carrying out all custodial maintenance at the Sandown Lands, and promptly carry out all maintenance and Repairs to a reasonable standard befitting a public facility;
- (b) promptly notify the District Representative of any Repairs that Operator considers necessary to maintain the Sandown Lands in a good, safe and operating condition;
- (c) carry out Repairs to the Sandown Lands to a standard satisfactory and befitting a public facility;

- (d) not make, construct, or install any Improvements, extensions, installations, alterations, additions or renovations to the Sandown Lands or alter the existing state of the Sandown Lands in any way without the District's prior written consent and not without the District's prior approval of drawings and specifications for such work, acting reasonably;
- (e) do all work strictly in accordance with the drawings and specifications approved under Section 8.4(d) and with such drawings and specifications certified by a professional engineer licensed to practice in British Columbia, if reasonably required by the District's Representative;
- (f) ensure that all Repairs and work done on, to or with respect to the Sandown Lands by or on behalf of the Operator:
 - (i) are consistent with standards of repair and work generally accepted in British Columbia with respect to comparable public facilities; and
 - (ii) comply with all applicable laws, statutes, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the District of North Saanich.

8.5. The Operator will, at all times during the Term:

- (a) provide the District with annual reports by March 31st in each and every year during the Term on the usage of the Services (including by the Operator) for the most recently ended year, in such form and with such details as may be reasonably required by the District Representative, including a bank account reconciliation report, an aged receivables ledger, and a detailed revenue report;
- (b) keep true and accurate records, accounts, invoices, cheques and other appropriate documents in accordance with ASNPO regarding the management and operation of the Sandown Lands;
- (c) engage a certified public accountant to prepare and provide to the District by March 31st in each and every year during the Term, financial statements for the preceding year and an audited or reviewed statement of revenue for the preceding year for the Sandown Lands, all prepared in accordance with ASNPO;
- (d) make full, frank and immediate disclosure to the District of all matters coming to the attention of Operator or any of its officers, directors, employees, agents, servants or consultants in relation to the Sandown Lands which are adverse to the interest of the District, including any damage caused to the Sandown Lands ;
- (e) permit the District and its auditors, acting reasonably at all reasonable times, to inspect and obtain copies of all records, accounts, invoices, cheques and other documents relating to the operation of the Sandown Lands; and

- (f) turn over to the District, forthwith upon the expiration or termination of this Agreement, all records and accounts in respect of the matters under the above Section 8.5(b).
- 8.6. The Operator will not, at any time during the Term impose fees or charges of any kind, directly or indirectly, at the Sandown Lands or elsewhere, in connection with the use of, or access to or from, the Sandown Lands, unless such fees or charges are stated or described in the Services, unless approved in writing in advance by the District, which approval will not be unreasonably withheld and shall be consistent with the Services to be provided by the Operator.
- 8.7. The Operator will at all times during the Term:
 - (a) maintain its corporate existence under the laws of the Province of British Columbia and remain duly qualified to do business in British Columbia and in the District of North Saanich;
 - (b) perform promptly and safely all of its obligations under this Agreement, and any other agreements Operator has with the District;
 - (c) promptly pay amounts owing to the District under this Agreement when due; and
 - (d) pay all costs and expenses whatsoever associated with performing its obligations under this Agreement.
- 8.8. The Operator will collect and remit to the appropriate government all taxes that may be payable in connection with the Operator's operation and use of the Sandown Lands and the provision of the Services for the District. For greater certainty, Operator agrees that it shall be solely responsible for the payment of any applicable taxes for the revenue that it obtains from operating the Sandown Lands.
- 8.9. The Operator will undertake reasonable efforts to carry out the Services during the first years of the Term in accordance with the Financial Plan.

9. **OPERATOR'S REPRESENTATIONS AND WARRANTIES**

- 9.1. The Operator represents and warrants to the District that:
 - (a) The Operator is a duly incorporated and validly existing society under the *Societies Act*, SBC 2015, c. 18 in good standing with respect to the filing of annual reports in the office of the British Columbia Registrar of Companies and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement;
 - (b) The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Operator pursuant to this Agreement, and the completion of the transactions contemplated by this

Agreement, have been duly authorized by all necessary corporate action on the part of the Operator, and this Agreement has been duly executed and delivered by the Operator and constitutes a legal, valid and binding obligation of the Operator enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;

- (c) To the best of its knowledge and belief, the Operator holds all permits, licences, registrations, consents, authorizations, approvals, privileges, waivers, exemptions, orders, certificates, rulings, agreements and other concessions from, of or with any Governmental Authority required to carry on the Services as now being carried on, and to occupy, operate and use the Sandown Lands as now being held, operated and used, by the Operator, and all of the foregoing are validly issued, are in full force and effect, are in good standing, are being complied with in all material respects, and no notice of breach or default or defect in respect of any of their terms has been received by the Operator and the Operator is not aware of any matters which could give rise to any such notice; and there are no proceedings in progress, pending or threatened which could result in the cancellation, revocation, suspension or adverse alteration of any of them;
- (d) To the best of its knowledge and belief, neither the execution and delivery of this Agreement nor the completion and performance of the transactions and obligations contemplated by or contained in this Agreement will:
 - (i) give any person the right to terminate or cancel any contractual or other right of Operator where such termination, cancellation or removal would have a material adverse effect on the Services or the Sandown Lands;
 - (ii) result in the creation of any encumbrance on any of the Improvements or the Sandown Lands or in a breach of or a default under any agreement giving a third-party security against any of the Sandown Lands or Improvements or in the crystallization of any floating charge on any of the Improvements or the Sandown Lands; or
 - (iii) result in a breach or contravention of or default under any provision of any permit, contract, authority, certificate, consent, statute, regulation, bylaw, order, ruling, decision, arbitration award, judgment, decree or law to which Operator is a party or by or to which the Operator, the Sandown Lands or the Improvements are bound or are subject, which could have a material adverse effect on the Services or the Sandown Lands, or which could impair the legality or enforceability of this Agreement or the transactions contemplated by this Agreement.

10. **COMPLIANCE WITH LAWS**

- 10.1. The Operator will promptly comply with, observe and fulfil the provisions of all laws, by-laws, regulations, orders, rules and requirements of all authorities having jurisdiction over and which relate to the Sandown Lands, and will observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Sandown Lands and any equipment used in connection therewith.
- 10.2. The Operator will not use or occupy the Sandown Lands or any part thereof or suffer or permit the same to be used or occupied for any unlawful purpose, nor for any purpose likely to cause any public or private nuisance or which will endanger the general public or neighbouring occupiers.
- 10.3. The Operator will procure and pay for all necessary permits, licenses and other authorizations, from time to time required for the provision of the Services and for the operation of the Operator's business and all its equipment and Improvements on the Sandown Lands.
- 10.4. The Operator will not suffer or permit any workers', materialmen's, suppliers' or other liens or privileges of whatever nature to be registered against the title to the Sandown Lands or any portion thereof, by reason of any work, labour, services or materials supplied or claimed to have been supplied to the Sandown Lands or to the Operator or anyone having a right to possession of the Sandown Lands or any part thereof and should any such lien or privilege be so registered, the Operator shall discharge the same forthwith, either by payment in full of such lien or privilege or by payment into court pursuant to the *Builders' Lien Act* or other applicable legislation, and if the Operator fails or neglects so to do within thirty (30) days of such registration, the District may, but without obligation so to do, pay and discharge such lien or privilege. The Operator may commence legal action in the name of the District in order to remove such a lien or privilege provided that the Operator shall indemnify and save the District harmless from all costs and expenses related thereto.
- 10.5. The Operator will procure, maintain and pay for, or cause to be procured, maintained and paid for, full Workers' Compensation coverage in respect of all workers, employees, servants and others engaged in respect of the Services and any payment similar thereto which in the future may be required to be paid by the Operator.

11. **TAXES AND IMPOSITIONS**

- 11.1. For greater certainty but without limiting any other term of this Agreement, the Operator will pay, without duplication, during the Term when due:
- (a) all taxes, rates, duties, assessments, whether municipal, school or otherwise, both general and special, now or hereafter levied, rated, assessed or imposed upon or in respect of the Sandown Lands or against any property on the Sandown Lands;
 - (b) taxes which now or hereafter may be levied or assessed against or payable by the District or Operator on account of the leasing or use of the Sandown Lands or any part thereof, including without limitation any income tax, value added tax, business

transfer, multi-stage or other sales tax in respect of revenue received by the District from leasing the Sandown Lands save and except income taxes that are personal to the District and taxes that are based on the capital of the District;

- (c) all charges for water, sewer, gas, telephone, electricity and other utility and communication services used on or about the Sandown Lands, if applicable;
 - (d) all license and like fees and charges now or hereafter required to be paid in connection with the operation of the business of the Operator from the Sandown Lands.
- 11.2. The Operator shall forthwith pay each sum required to be paid by the Operator under Section 11.1, and upon request by the District, deliver to the District evidence satisfactory to the District, acting reasonably, of such payment, required by the District, and if the Operator should fail to pay any such sum when the same is due, the District may, but shall not be obliged to, pay the same without notice to the Operator.
- 11.3. Without fettering the absolute discretion of the District's municipal council, the District's municipal council may consider granting a permissive tax exemption for the Sandown Lands at any time during the Term of this Agreement.

12. INSPECTION AND ANNUAL REVIEW

- 12.1. Upon reasonable notice to the Operator, it shall be lawful for the District and District Personnel during the Term to enter upon the Sandown Lands for the purpose of inspecting the Sandown Lands and to monitor the Operator's obligations under this Agreement and to ensure the Sandown Lands are well maintained. The District may also enter upon the Sandown Lands on reasonable notice to the Operator for the purpose of showing the Sandown Lands to a prospective purchaser, or for any other purpose permitted under this Agreement. Any such entry or inspection of the Sandown Lands by the District shall not cause unreasonable disruption to the business of the Operator or the occupants of the Sandown Lands.
- 12.2. The Operator and the District shall meet at least annually to review all matters pertaining to this Agreement including the following:
- (a) the status of the Services and the Operator's success in achieving its objectives and maintaining its operational plans;
 - (b) the Operator's budget for the Services and the financial status of the Operator in respect thereof;
 - (c) any other matters that are relevant to this Agreement.

13. REPAIR

- 13.1. For greater certainty but without limiting any other terms of this Agreement, the Operator will keep the Sandown Lands in a reasonable state of repair, good working order and a safe

condition, provided that such obligation by the Operator shall not include any obligation to maintain the District Drainage Works. The District, acting reasonably, may require the Operator, at the Operator's sole cost, to carry out any Repairs the District considers reasonably necessary to maintain the Sandown Lands in a reasonable state of repair, good working order and a safe condition. If the District determines that the Repairs or maintenance of the Sandown Lands are not being conducted in a satisfactory or timely manner by the Operator, the District, on reasonable notice to the Operator, shall have the authority to enter on the Lease Premises and carry out any Repairs or maintenance it considers necessary and any expenses for such Repairs or maintenance shall be paid by Operator and if not paid, shall be added to the property tax rolls for the Sandown Lands and payable in accordance with Part 5 of this Agreement.

- 13.2. In the event of any disagreement between the parties with respect to Section 13.1, the parties will make good faith efforts to agree on an independent and qualified third party who will assess the problem and, if necessary, recommend a Repair schedule.

14. **ALTERATIONS AND ADDITIONS**

- 14.1. The Operator shall cause all alterations or additions to the Sandown Lands undertaken by it to be done in a good and workmanlike manner in accordance with Plans and specifications which shall be approved by the District, such approval not to be unreasonably withheld, and in accordance with all applicable building and zoning ordinances and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and civic governments and agencies. The Operator will, at its own expense, keep the District indemnified by insurance in amounts and with companies satisfactory to the District, acting reasonably, against all claims whatsoever arising out of such alteration, additions or construction. Due to underground services, all modifications which require excavation will require approval of the District, such approval will not be unreasonably withheld.
- 14.2. Subject to Section 3.2, the Operator agrees that any Improvements installed, constructed or located on the Sandown Lands at the end of the Term shall become the property of the District upon termination of this Agreement, free and clear of any claims by the Operator or anyone claiming on its behalf. The District shall bear no risk or liability for any such Improvements until the termination of this Agreement.

15. **INSURANCE**

- 15.1. The Operator will, from and after the Commencement Date, unless similar insurance has been arranged in a form satisfactory to the District, acting reasonably, in accordance with the terms of this Agreement:
- (a) maintain insurance for the Improvements in an amount not less than their full replacement value;
 - (b) maintain general public liability insurance against liability claims arising out of the occupation of the Sandown Lands and the operation, management, maintenance and supervision of the Sandown Lands thereon including, but not limited to, claims

for personal injury, death and property damage occurring in, on, or about the Sandown or resulting in any way from the installation, construction, alteration, replacement, demolition, use or occupation of Improvements on the Sandown Lands and in an amount of not less than five million dollars (\$5,000,000) per occurrence or such other amount as the District may reasonably determine to be necessary.

- 15.2. All contracts of insurance required to be maintained hereunder shall be in a form and for a period satisfactory to the District, acting reasonably, shall be written with companies approved by the District and shall require at least thirty (30) days written notice to the District of any cancellation or expiry thereof or change affecting the District's coverage thereunder. The Operator shall procure renewals of all such insurance policies at least thirty (30) days before the expiration thereof and shall provide the District with evidence satisfactory to the District, acting reasonably, that the premiums on all such policies have been paid and that such policies are in full force and effect, on reasonable request.
- 15.3. All contracts of insurance required to be maintained hereunder shall show the District, Operator and the mortgagee, if any, as insureds or loss payees, as their interests may appear and shall provide that the insurer shall not have a right of subrogation against the District or Operator on account of any loss in damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the District or Operator covered by such insurance and shall contain a severability of interest and cross-liability clause.
- 15.4. The Operator hereby releases the District from any and all liability for loss or damage caused by any of the perils against which Operator shall have insured, or pursuant to the terms of this Agreement is obligated to insure and Operator hereby covenants to indemnify and save harmless the District from and against all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to such loss or damage, unless caused by the negligence or wilful act of the District or another person for whom the District is responsible in law.
- 15.5. The Operator shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance required to be placed or maintained by the Operator hereunder and the Operator shall so perform and satisfy the requirements of the insurers writing such policies.
- 15.6. If at any time the Operator shall fail to take out, pay for, or maintain any of the insurance policies provided for in this Agreement or otherwise be in breach of its obligations under this Part, then the District may, but shall not be obligated so to do, and without waiving or releasing the Operator from any obligation of the Operator in this Agreement contained, effect any such insurance coverage and pay all premiums thereon, in such manner and to such extent as the District may deem desirable, and in exercising such rights, may pay necessary and incidental costs and expenses. The Operator agrees that all sums so disbursed by the District shall be payable by the Operator to the District on demand.
- 15.7. It is agreed between the District and Operator that in the event of damage to the Improvements:

- (a) if the damage is such that the Improvements or a substantial part of it is rendered not reasonably capable of use and occupancy by the Operator for the purposes of the Services for any period of time in excess of ninety (90) days, then:
 - (i) if the damage was not caused by the fault or negligence of the Operator or Operator Personnel, then from and after the date of occurrence of the damage and until the Improvements are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Improvements not reasonably capable of use and occupancy, and
 - (ii) unless this Agreement is terminated as hereinafter provided, if the damage was caused by the fault or negligence of the Operator or Operator Personnel, then the Operator shall repair such damage for which it is responsible with all reasonable diligence, and
- (b) if 25% or more of the Improvements is substantially damaged or destroyed by any cause then the District may at its option, exercisable by written notice to Operator given within ninety (90) days after the occurrence of such damage or destruction, terminate this Agreement, without limiting the Operator's liability for damage or destruction which it may have caused. If the damage was not caused by the fault or negligence of the Operator or Operator Personnel, the Operator has the option to terminate this Agreement in the same manner. Where this Agreement is terminated, the Operator shall deliver up possession of the Improvements and the Sandown Lands to the District with reasonable expedition but in any event within ninety (90) days after delivery of such notice of termination, in a clean, neat, uncontaminated and vacant condition and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Operator may be entitled).

16. INDEMNITY

- 16.1. Unless caused by the negligence or wilful act of the District or another person for whom the District is responsible in law, the Operator shall indemnify and save the District and District Personnel harmless from any and all liabilities, damages, costs, losses, fines, penalties, suits, actions and expenses (including the full amount of all reasonable legal and consultant fees and expenses and the cost of remediation of the Sandown Lands and any adjacent property) (individually and collectively, "**Claims**") arising out of:
- (a) any breach, violation or non-performance of any covenant, condition or agreement contained in this Agreement to be performed by Operator or any liability for perils against which Operator is obliged to insure pursuant to this Agreement;
 - (b) any damage to property of the Operator and all persons claiming through or under Operator for damage to any property howsoever occasioned as a result of the Operator's use and occupation of the Sandown Lands; and

- (c) any injury to person or persons including death, occurring on the Sandown Lands and arising from the acts or omissions of the Operator during the Operator's use and occupation of the Sandown Lands.

Such indemnification shall survive the termination of this Agreement. If a claim, action or proceeding is brought against the District in respect of this Section 16.1, the Operator, upon notice from the District, at the Operator's cost will defend such claim or action.

- 16.2. Without limiting Section 16.1, the Operator must indemnify and save harmless the District, and its officers, employees, agents, successors, and assigns, from any and all Claims in any way directly or indirectly arising from or in connection with any release or alleged release of any Contaminants at or from the Sandown Lands during the Operator's use and occupation of the Sandown Lands for which the Operator is directly or indirectly responsible.
- 16.3. For greater certainty, the obligations of the Operator under Sections 16.1 and 16.2 shall only be in relation to Claims that arise under those sections and not any other Claims for which the Operator is not responsible at law.

17. ENVIRONMENTAL LAWS

- 17.1. The Operator will not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Contaminants on or from the Sandown Lands except in compliance with all Environmental Laws.
- 17.2. If the Operator has knowledge or has reasonable cause to believe that any Contaminant has come to be located on, under or about the Sandown Lands or lands adjacent thereto in contravention of any Environmental Laws, the Operator will, upon discovery of the presence or suspected presence of any such Contaminant, give written notice of that condition to the District.
- 17.3. If the District, in its sole discretion, believes that the Sandown Lands or environment have become contaminated with any Contaminant in contravention of any Environmental Laws, the District, in addition to its other rights under this Agreement, may enter upon the Sandown Lands and obtain samples from the Sandown Lands for the purpose of analysing the same to determine whether and to what extent the Sandown Lands and environment have become so contaminated. To the extent that such contamination is found and that such contamination was caused by Operator or those for whom it is at law responsible, Operator will reimburse the District for the costs of such inspection, sampling and analysis.
- 17.4. The District and the Operator agree that the Operator shall not be responsible for any Contaminants deposited or stored on the Sandown Lands as a result of the District Drainage Works to the extent the Operator was not responsible for the deposit or storing of such Contaminants.
- 17.5. The Operator will, at all times during the Term:

- (a) manage and operate the Sandown Lands in compliance with all Environmental Laws;
- (b) promptly provide to the District a copy of any environmental site assessment, audit, report, or test results relating to the Sandown Lands conducted at any time by or for the Operator;
- (c) during the last year of the Term and at such other times as the District may reasonably request, obtain from an independent environmental consultant approved by the District an environmental site assessment, audit, report or testing of the Sandown Lands and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend; and
- (d) on the expiry or earlier termination of this Agreement, or at any time if requested by the District or required by any Governmental Authority under Environmental Laws, remove from the Sandown Lands and any adjacent Lands all Contaminants brought onto, used at or released from the Sandown Lands by Operator or Operator Personnel.

18. **ASSIGNING AND SUBLETTING**

- 18.1. The Operator may not assign its interest in this Agreement or enter into subleases of this Agreement without the written consent of the District, which consent shall not be unreasonably withheld and shall be consistent with the Services to be provided by the Operator.
- 18.2. The District agrees to take reasonable measures to ensure that in the event of any assignment by it of its interest in this Agreement, the assignee will abide by all of the District's obligations under this Agreement.

19. **ESTOPPEL CERTIFICATES**

- 19.1. The District or Operator shall upon receiving not less than fourteen (14) days written notice from the other, execute and deliver to the other a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications) the dates to which the Rent has been paid and that so far as the maker of the certificate knows the party who requests the certificate is not in default under any provisions of this Agreement (or if in default, the particulars thereof).

20. **DEFAULTS AND REMEDIES**

- 20.1. If and whenever:
 - (a) the Operator shall default in the payment of Rent or any other amount due under this Agreement and such default shall continue for fourteen (14) days after written notice thereof given by the District to the Operator;

- (b) the Operator shall default in the performance or observance of this Agreement or any of the other agreements, terms, covenants or conditions herein on the Operator's part to be performed or observed and such default shall continue for a period of fourteen (14) days after written notice thereof by the District to the Operator, or if such default cannot reasonably be cured within such fourteen (14) day period and the Operator shall not in good faith have commenced to cure the same within such fourteen (14) day period or shall not diligently proceed therewith to completion;
- (c) the Operator files in any court a petition in bankruptcy or insolvency or for any reorganization or for the appointment of a receiver or trustee of all or a portion of the Operator's property or if the Operator seeks the protection of any legislation for insolvent debtors or if there is filed against the Operator in any court a petition in bankruptcy or insolvency or for reorganization of the Operator or for the appointment of a receiver or trustee of all or a portion of the Operator's property and within thirty (30) days after the commencement of any such proceedings against the Operator such petition shall not have been dismissed;
- (d) the Operator makes a general assignment for the benefit of its creditors;
- (e) the Operator shall abandon the Sandown Lands;
- (f) the Operator uses or permits or suffers the use of the Sandown Lands for any purpose other than as contemplated by this Agreement, and such default persists for fourteen (14) days after written notice from the District Representative,
- (g) the Sandown Lands, or any part of it, is destroyed or damaged by any act or omission of the Operator or Operator Personnel so that in the opinion of the District the Sandown Lands is no longer reasonably fit for use as an agricultural facility in accordance with this Agreement for any period of time in excess of sixty (60) days;
- (h) any execution or attachment shall be issued against the Operator or any against any of its goods or chattels, and such execution or attachment shall not be set aside, vacated or discharged in a manner satisfactory to the District, acting reasonably, within thirty (30) days after the issuance of such execution or attachment; or
- (i) the Operator shall fail to keep, perform or observe any of the obligations, agreements, conditions or provisions contained in any mortgage by the Operator in whole or in part and such failure shall continue for, or shall not be remedied by the Operator, within the period granted by the notice of default given by the mortgagee of the Operator in accordance with the provisions of such mortgage;

then at the option of the District, then current Minimum Rent shall immediately become due and payable and the District may re-enter upon the Sandown Lands whereupon this Agreement and the Term hereof as well as all rights and interests of the Operator hereunder shall forthwith terminate provided however that such termination shall be wholly without prejudice to the right of the District to recover arrears of Rent and damages for any antecedent breach of covenant on the part of the Operator.

20.2. The District, in addition to any other rights hereby reserved, shall, if the Operator is in default hereunder, have the right to enter the Sandown Lands as agent of the Operator, and may re-let or sublet as the Operator's agent, the Sandown Lands or any part thereof and to apply the proceeds of such re-leasing or subletting on account of Rent due or in satisfaction of the breach of any covenant or agreement herein contained and the Operator shall remain liable for any deficiency together with the District's expenses of retaking and reletting the Sandown Lands including legal fees as between solicitor and his own client and the District shall be entitled to recover from the Operator Rent due for the remainder of the Term in the event the District has not so re-let despite making reasonable and diligent efforts to do so, or if the District has re-let the Sandown Lands to recover from the Operator the difference in rent payable by any new tenant of the Sandown Lands for the balance of the Term and that required to be paid by the Operator pursuant to this Agreement for the balance of the Term and that the Term shall not cease and the Operator agrees to pay such amount as so determined promptly on demand.

20.3. The remedies of the District specified in this Agreement are cumulative and are in addition to any remedies of the District at law or in equity. No remedy shall be deemed to be exclusive and the District may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

21. **DISTRICT'S PERFORMANCE OF OPERATOR'S COVENANTS**

21.1. In the event of default by the Operator in the performance of any of its obligations hereunder other than the payment of Rent, the District may, upon reasonable notice to the Operator, perform the same and the amount of any expenditures made by the District in connection therewith, including reasonable legal costs on a solicitor and own client basis, shall be deemed to be Rent payable hereunder and shall be reimbursed to the District by the Operator on demand. The District shall however be under no obligation to remedy any default of the Operator and shall not incur any liability to Operator for any act or omission in the course of its curing or attempting to cure any such default.

22. **WAIVER**

22.1. The failure of the District to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option. A receipt by the District of Rent with knowledge of the breach of any of the terms, covenants or conditions hereof shall not be a waiver of such breach and no waiver by the District of any provision of this Agreement shall be deemed to have been made unless in writing and signed by the District.

23. **QUIET ENJOYMENT**

23.1. Subject to the terms and conditions of this Agreement, the District covenants that upon the Operator paying the Rent hereby reserved and performing and observing the covenants herein on its part contained the Operator shall and may quietly possess and enjoy the

Sandown Lands for the Term hereby granted without any interruption or disturbance from the District or from any other person or persons lawfully claiming by, from or under it.

24. **NET LEASE**

- 24.1. Subject to Section 24.3, it is the intention of the parties hereto that this Agreement shall be a net lease and that the Rent to be paid to the District hereunder shall be net to the District and shall yield to the District the entire Rent during the full Term of this Agreement and that all taxes, costs, expenses and obligations of every kind and nature whatsoever relating to the Sandown Lands whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto shall be paid by the Operator.
- 24.2. Without limiting the provisions of Section 24.1 but subject to Section 24.3, the Operator shall be responsible for all costs, charges, expenses and outlays of any nature whatsoever with regard to the Sandown Lands or any business carried on by the Operator within, on, or in respect of, the Sandown Lands.
- 24.3. The District may in its absolute discretion install or provide municipal services to the Sandown Lands including water services; however, the District shall not be obligated to provide such services to the Sandown Lands and in the event that municipal services are provided, the Operator shall be responsible for all costs incurred for providing such services.

25. **ZONING CHANGES**

- 25.1. The District will not make any application for a change in any zoning bylaws or regulations from time to time affecting the Sandown Lands without the consent of the Operator which consent will not be unreasonably withheld.

26. **USE OF LANDS**

- 26.1. Subject to the written approval of the District, Operator may use the Sandown Lands for all uses permitted by the District's zoning bylaws and any other applicable laws or ordinances.

27. **ACCESS**

- 27.1. The District shall grant full access to the Sandown Lands at all times.

28. **OPERATOR'S OVERHOLDING**

- 28.1. If at the expiration of the Term of this Agreement Operator shall overhold for any reason, its tenancy thereafter shall be from month to month only and shall be subject to all the terms and conditions of this Agreement, except duration, in the absence of a written agreement to the contrary.

29. **SURRENDER OF SANDOWN LANDS**

- 29.1. At the end of the Term, whether by earlier termination or lapse of time, Operator shall surrender the Sandown Lands to the District in good repair and in any event, in the condition in which they were required to be kept by Operator under the provisions of this Agreement.

30. **CONDITIONS PRECEDENT**

- 30.1. This Agreement is subject to the satisfaction of the following conditions precedent on or before the Commencement Date:

- (a) the Council of the District has approved this Agreement and the transactions contemplated herein;
- (b) the District has provided notice to the public of the terms of this Agreement in accordance with Section 26 of the *Community Charter*; and
- (c) the District has otherwise complied with all relevant provisions of the *Community Charter*, the *Local Government Act* and all other applicable enactments.

The Operator and the District agree that the conditions precedent created by this section are for the benefit of both of them and cannot be waived unless both Parties agree to waive them in writing. The District further agrees that, without fettering its discretion, it shall use diligent and reasonable efforts to satisfy any conditions within its power to satisfy.

31. **DISPUTE RESOLUTION**

- 31.1. Any dispute between the parties in connection with any of the terms and conditions of this Agreement or any of the transactions contemplated herein will be submitted following the procedure set out below to mediation, and failing successful mediation, to arbitration, and no party will pursue any remedy, or action in any other court or jurisdiction except as provided in this Agreement:

- (a) If there is a dispute regarding any matter between the District and the Operator under this Agreement, either party may give notice to the other requesting a meeting in which event the District Representative and the Operator's Representative will meet within seven (7) days and use best efforts to attempt to resolve the dispute;
- (b) If the dispute cannot be resolved by meeting within seven (7) days, the parties will attempt to resolve any dispute by mediated negotiation and will use their best efforts to agree on the choice of a mediator;
- (c) if a dispute arises which cannot be resolved by mediation within thirty (30) days after one party notifies the other of an intention to mediate the dispute, then the dispute shall be referred to and finally resolved by arbitration. The arbitration shall be conducted pursuant to the Domestic Commercial Arbitration Rules of Procedure of the BCICAC. The arbitration shall be administered by the BCICAC. The

number of arbitrators shall be one (1). The place of arbitration shall be Victoria or North Saanich, British Columbia;

- (d) the arbitrator will not have the power to grant provisional or conservatory measures including injunctions, restraining orders and specific performance, and each party reserves its rights to apply for such remedies to any ordinary court of competent jurisdiction, in which case such party may apply directly to such court without complying with this Section 31.1; and
- (e) each party to an arbitration conducted pursuant to this Agreement will accept as final and binding and proceed in good faith diligently to implement the award or decision of the arbitrator.

31.2. Each party shall bear its own costs, expenses and legal fees incurred or to be incurred in connection with any mediation or arbitration conducted in accordance with Section 31.1. The parties agree to split equally the costs of any mediator appointed pursuant to Section 31.1(b) and any arbitrator appointed pursuant to Section 31.1(c).

31.3. The parties acknowledge and agree that Sections 31.1 and 31.2 shall not fetter the District's discretion.

32. RENEWAL OF AGREEMENT

32.1. If Operator duly and punctually observes and performs the covenants, agreements, conditions, and provisos in this Agreement on the part of Operator to be observed and performed, the parties may renew this Agreement or enter into a new agreement on mutually acceptable terms, provided that the District shall retain absolute discretion with respect to any renewal or any new agreement or any matter related thereto.

33. NOTICES AND DEMANDS

33.1. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by email, or by registered or certified mail. The addresses of the parties for the purpose hereof shall be as set out in Section 33.5 or at such other respective address as may be established pursuant to Section 33.4.

33.2. Service required to be given or effected under any statutory provision or rules of Court from time to time in effect in the Province of British Columbia shall be sufficiently given or served if mailed or delivered at the address as aforesaid or, in the case of a party which is a corporation, if mailed to the registered office or registered head office within British Columbia of that corporation. Notwithstanding the foregoing, during the currency of any interruption in the ordinary postal service, any notice to Operator may be left at the address set forth in Section 33.5 and shall be effective upon being so left.

33.3. If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth (5th) Business Day after it was mailed or sent, whichever is the earlier.

33.4. Any party hereto may at any time give notice in writing to another of any change of address of the party given such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

33.5. Subject to the provisions of this Part 33, all notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered:

to the District at:

THE DISTRICT OF NORTH SAANICH
1620 Mills Road, North Saanich, British Columbia, V8L 5S9
Attention: Chief Administrative Officer
Email: _____

to Operator at:

CIRCULAR FARM AND FOOD SOCIETY: VANCOUVER ISLAND
10211 West Saanich Road, North Saanich, British Columbia, V8L 5T8
Attention: _____
Email: _____

33.6. Unless otherwise provided, all notices required to be given by the Operator to the District under this Agreement shall be to the District Representative.

34. **DISTRICT RIGHTS, POWERS AND DISCRETION**

34.1. Nothing contained or implied herein prejudices or affects the District's rights, powers and obligations in the exercise of its functions pursuant to the *Community Charter*, the *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Sandown Lands, all of which may be fully and effectively exercised in relation to the Sandown Lands as if this Agreement had not been fully executed and delivered.

34.2. Wherever in this Agreement, the approval or consent of the District is required, some act or thing is to be done to the District's satisfaction, the District is entitled to form an opinion, or the District is given the sole discretion:

- (a) the District shall act reasonably, and the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the District;
- (b) the approval, consent, opinion or satisfaction is in the discretion of the District;
- (c) any discretion of the District is not subject to public law duties and the principles of procedural fairness and the rules of natural justice have no application; and

- (d) the sole discretion of the District is deemed to be the sole, absolute and unfettered discretion of the District.

This Section also applies to the approval, consent, satisfaction, opinion and discretion of the District Representative, with the appropriate changes.

- 34.3. The District will endeavour to provide a response to the Operator within 30 days of any request by the Operator for an approval or authorization under this Agreement.

35. **INDEPENDENT COVENANTS**

- 35.1. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

36. **NO PARTNERSHIP OR JOINT VENTURE**

- 36.1. This Agreement is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the District and the Operator.

37. **FURTHER ASSURANCES**

- 37.1. The District or Operator will forthwith from time to time execute and do or cause to be executed and done all deeds, documents, acts and things which in the reasonable opinion of the legal advisors of the District or Operator are necessary or advisable for the better giving and performing of the terms and conditions of this Agreement.

38. **SUCCESSORS AND ASSIGNS**

- 38.1. The word "District" and "Operator" wherever they occur in this Agreement shall mean and extend to the District and Operator respectively, and their successors and permitted assigns.

39. **ENTIRE AGREEMENT**

- 39.1. This Agreement contains the entire agreement between the District and Operator and cannot be amended or terminated orally but only by an instrument in writing executed by the parties.

40. **GOVERNING LAW**

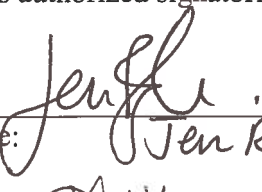
- 40.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the parties

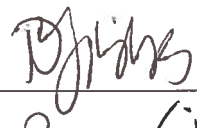
hereto each agree to attorn to the jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the District and Operator have executed this Agreement the day and year first above written.

**CIRCULAR FARM AND FOOD)
SOCIETY: VANCOUVER ISLAND)**

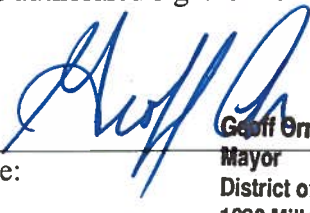
By its authorized signatories:)

Name: ) c/s
Jen Rashleigh)

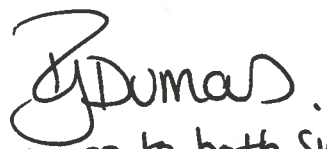
Name: )
Penny Gibbs)

**THE DISTRICT OF NORTH)
SAANICH)**

by its authorized signatories:)

Name: )
Geoff Orr)
Mayor)
District of North Saanich)
1620 Mills Road, North Saanich BC V8L 5S9)

Name: )
Tim Tanton, CAO)

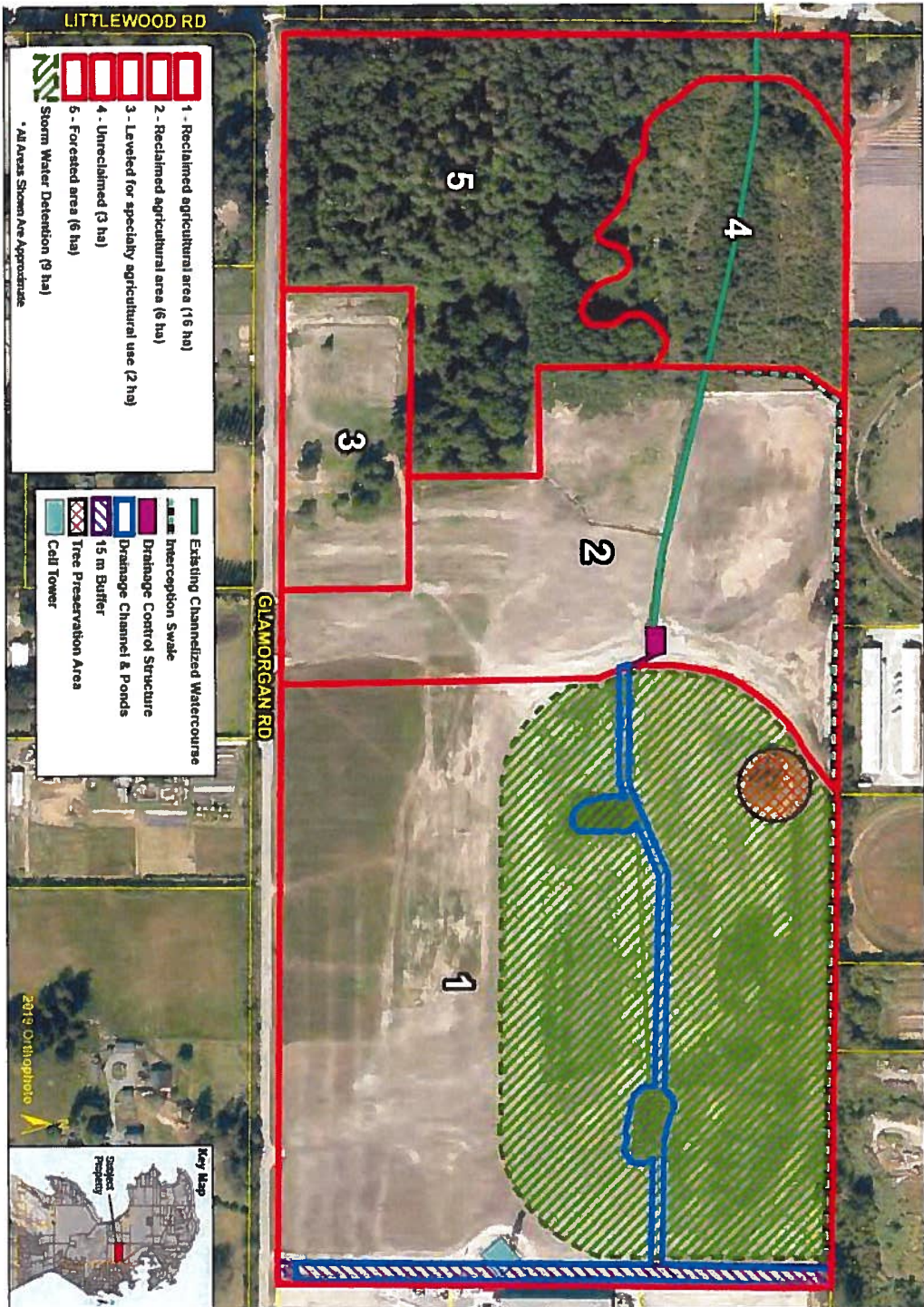

(witness to both signatures)

**RACHEL DUMAS
CORPORATE OFFICER
DISTRICT OF NORTH SAANICH
1620 MILLS ROAD, NORTH SAANICH BC V8L 5S9
COMMISSIONER FOR TAKING AFFIDAVITS
IN THE PROVINCE OF BRITISH COLUMBIA**

SCHEDULE A

MAP OF SANDOWN LANDS

Schedule A



SCHEDULE B

DESCRIPTION OF SERVICES

The Services to be provided by the Operator during the Term shall include the following:

1. All services detailed in the Operator's Proposal, including those described in Appendix DC 3 of the Proposal, except:
 - a. establishment of the Farm School Program (Farm and Food Entrepreneurs Program);
 - b. the objectives and operational plan for the first three years of the Term detailed in Schedule C attached hereto which shall amend the Proposal;
 - c. the financial plan for the first three years of the Term detailed in Schedule D attached hereto which shall amend the financial plan presented in the Proposal; and
 - d. where otherwise amended by this Agreement;
2. Maintenance of the orchard in the agricultural land reserve buffer area along the eastern boundary of the Sandown Lands, including the regular trimming, pruning, irrigating, and harvesting of all vegetation therein;
3. Provision of at least .5 hectares of the Sandown Lands for community gardens;
4. Establishment and administration of a water and soil sampling program through a partnership with the University of Victoria, on terms approved by the District; and
5. For certainty, in the event of any discrepancy between the Proposal and any other part of this Agreement, the terms of this Agreement shall take precedence.

SCHEDULE C

OBJECTIVES IN FIRST THREE YEARS OF TERM

Sandown Centre The First Three Years: 2020-2022 Overall Objectives

Sandown Centre will showcase soil regeneration using managed intensive pasture grazing, managed in collaboration with the UVic and the Fickle Fig farm. The multi-species strategy includes sheep, goats, pigs and hens to provide a range of services that improve soil health, increase soil water retention, sequester carbon, minimize carbon-intensive machines and tilling, and increase biodiversity.

Sandown will offer supported incubator plots to support a new generation of farmers. These plots include shared site amenities, shared market channels, the support of a collegial peer group, and ongoing mentorship from industry professionals in the diverse skills required to thrive in today's agricultural sector. These incubator plots are open to anyone who would like to apply. The incubator plots are 'Phase 1' of the Farm School, enabling the Society to get production infrastructure up & running; and to generate and gauge interest in the Farm School (who is the demographic applying? what kind of curriculum & expertise do they need? etc)

Sandown will actively involve the North Saanich community through workshops, events and programs that celebrate, educate and promote local food and agriculture. These include site tours, the Sandown Supper Club, and North Saanich har festivals in collaboration with North Saanich farmers (eg Tomato festival!). The community can access growing opportunities through season-long courses like the "Grow Your Own Food" program, gaining techniques to apply in their own home gardens.

Sandown will deepen partnerships with complementary community organizations such as Growing Young Farmers, Haliburton Community Farm and Peninsula Streams to maximize the community offerings and community benefits.

Sandown will prioritize public outreach and education in all site activities through diverse communications, including engaging educational videos, a website presence, e-mailouts and social media. This is a centre for learning.

Sandown Centre recognises the importance of ecological stewardship as an important component in Reconciliation. The Society will partner with higher learning and community organizations to manage invasives and enhance biodiversity, ensure right stewardship of the land and waters on Sandown, and work towards increased connection and collaboration with the Tseycum nation.

Operational Plan *The First Three Years: 2020-2022*

Year 1: Autumn 2020		Related District Priority (WCAS = Whole Community Agricultural Strategy) (OCP = Official Community Plan)
FOOD GROWING INFRASTRUCTURE: YEAR 1 (Autumn 2020)		
Ready the site for agricultural production: install fences, water, initial road, power		WCAS Section 1.3
Move Fickle Fig onto site (establish livestock; ready 3 acres for field production, fall planting)		WCAS Section 1.3, WCAS Section 8.1
TEACHING AND LEARNING IN REGENERATIVE AGRICULTURE: YEAR 1 (Autumn 2020)		
Develop the supported incubator plot program with advising in setup and best practices from Haliburton, Kwantlen, UBC and UVic		WCAS Section 1.6, 6.3
Promote the supported incubator plot program		WCAS Section 1.6
Initiate UVic graduate research and classes on site, specifically:		
★ throughout Polygon 1: conduct soil tests and baseline assessment (Council Request)		OCP Objective 2.2.2
★ in the Forest zone: conduct bioinventory, develop invasives management strategy		OCP Policy 3.4
★ in 'the flood zone' of Polygon 1: develop riparian zone planting and management strategy		OCP Objective 2.2.2, OCP Policy 3.3, OCP Policy 3.4, OCP 18.2.13
★ in 'the flood zone' of Polygon 1: water testing (Council Motion #3)		OCP Objective 2.2.2
★ in 'the flood zone' of Polygon 1: assess water levels through winter (Council Request)		OCP Policy 3.3
SITE REPAIR AND REBUILDING: YEAR 1 (Autumn 2020)		
Establish Fickle Fig livestock on site, in preparation for soil remediation using intensive managed pasture grazing techniques		
Initiate propagation of native food and medicine plants for future forest plantings		OCP Objective 2.2.2, Policy 3.4

COMMUNITY EDUCATION & PROGRAMMING: YEAR 1 (Autumn 2020)

Establish Sandown video production, website and social media. Document and communicate significant site activities to build public awareness and interest.	OCP Action 18.7.11, Policy 16.1.10, 18.2.9; WCAS Section 8.1
Actively pursue partnership projects with community organisations: Growing Young Farmers, Young Agrarians, Peninsula Streams, others	OCP 18.2.9, WCAS Section 8.1
Conduct public workshop on propagating native food and medicine plants for a forest ecosystem	OCP 18.2.13, OCP 18.2.11
Build community awareness in invasives management for the Sandown forest (anticipate greater public involvement Year 2, once UVic has developed invasives management strategy)	OCP 18.2.11
Dialogue and consult with Tseycum on potential partnerships for site	

Year 2: 2021

Related District Priority

PRODUCTION-BASED TEACHING & LEARNING IN REGENERATIVE AGRICULTURE: YEAR 2

Leasee Fickle Fig establishes crops on site	
Supported Incubator Plot: Promotion & Registration (early 2021)	WCAP Section 6.3
Build/install amenities for incubator plot farmers and community partner programs: field processing, storage, greenhouse, hoopouses	
Welcome and orient registered 'emerging farmers' to incubator plots & mentorship	WCAP Section 1.6
Connect incubator plot farmers with Young Agrarians and interested North Saanich landholders	WCAP Section 1.6
Support incubator plot farmers (and interested North Saanich farmers) in securing channels for their harvest, including the South Island Farm hub, <i>without oversaturating existing North Saanich local markets</i>	WCAP Section 1.3, Section 2.3
Support incubator plot farmers (and interested North Saanich farmers) with mentorship from industry professionals in the diverse skills required to thrive in today's agricultural sector.	WCAP Section 6.4, Section 6.5

CONTINUE SITE REPAIR AND BUILD SITE HEALTH: YEAR 2	
Build soil health using Intensive Pasture Grazing Management with Fickle Fig diverse livestock	
Continue UVic graduate research and classes on site, specifically:	
✱ throughout Polygon 1: measure soil health improvement	OCP 16.1.10,
✱ in the Forest zone: continue invasives management strategy; build forest biodiversity through plantings	OCP Objective 2.2.2, OCP 18.2.11, 18.2.13
✱ in 'the flood zone' of Polygon 1: establish riparian zone plantings to decontaminate surface water, protect against soil erosion, discourage resident geese, increase biodiversity	OCP Objective 2.2.2, OCP Policy 3.3, OCP Policy 3.4, OCP 18.2.13
✱ in 'the flood zone' of Polygon 1: continue water testing	
Involve interested North Saanich community in any and all of these activities	OCP Obj 2.2.2, OCP Policy 3.3, 3.4
COMMUNITY EDUCATION & PROGRAMMING: YEAR 2	
Communicate key Sandown activities for public education and outreach: short videos, website, social media	OCP 18.7.1
Workshops and season-long classes for community: eg <i>Grow Your Own Food</i> course	WCAP 1.3, 6.4
Establish Sandown Farm School Supper Club lecture/dinners	WCAP Section 6.4, OCP 18.2.13, OCP 18.7.1
Sandown Site Tours for community: meet & greet with UVic profs, students, incubator plot farmers, Society Board	WCAP Section 6.4, OCP 18.2.13
Host Local Food Festivals with participating North Saanich farms (Melon Festival; Tomato Festival) (commence in Year 2 or Year 3, workload permitting)	WCAP Section 2.6
Dialogue with Tseycum on potential partnerships for site; initiate as appropriate	
CONTINUE BUILDING FINANCIAL SUSTAINABILITY: YEAR 2	
conduct fundraising activities	
pursue financials sponsors for an onsite "clubhouse" to facilitate teaching and events	
research and develop revenue generating activities for the site	

Year 3: 2022	Related District Priority
Continue Production Based Teaching & Learning (see details in Year 2)	See above
Continue Site Repair and Building Soil health (see details in Year 2)	See above
Continue Community Education and Programming (see details in Year 2)	See above
Continue Building Financial Sustainability (see details in Year 2)	See above

Linking Sandown Activities to District Goals: Reference Sheet

Whole Community Agricultural Strategy

Section 1.3	Support and strengthen agriculture and community food activities
Section 1.6	Support services that link available land with farmers seeking land
Section 2.3	Support the connection of agricultural producers and wholesalers
Section 2.6	Promote local food and local farms
Section 2.7	Pursue an agricultural branding strategy
Section 6.3	Encourage and support schools to grow
Section 6.4	Host agricultural dialogues (forums, presentations)
Section 6.5	Increase awareness of resources, availability of info, training opportunities
Section 8.1	Support and partner with independent local agricultural organisations
Section 9.4	Promote green energy initiatives in agriculture

The District of North Saanich Official Community Plan: Selections

Objective 2.2.2 Commit to the protection, and where possible the restoration of the natural environment, and the enhancement of the District's parks, land, air and water qualities;

Policy 3.3 Encourage all residents and developers to utilize environmentally sensitive lot clearing, drainage and individual water supply and effluent disposal systems which recognizes these systems are inter-related.

Policy 3.4 Promote the use and retention of hedgerows and native vegetation to preserve natural biological diversity, and to conserve water.

16.1.10 Significantly Reduce Community-Based Greenhouse Gas Emissions

18.2.9 Public Involvement :The District strives to encourage and facilitate community and other agency involvement in planning, organizing and providing parks and outdoor recreation opportunities.

18.2.11 Public Involvement : The District supports an 'Adopt a Park' program in the municipality whereby neighbourhood groups are encouraged to participate in the development and maintenance of a specific park. Trail users and local organizations are encouraged to provide their volunteer efforts in developing, constructing, maintaining and monitoring public trails under staff supervision.

18.2.13 Environmental Protection and Enjoyment : The District strives to promote awareness, enjoyment and protection of the natural environment including outstanding vistas, special biological areas, natural drainage channels, historic sites and the shoreline through preservation and enhancement where feasible.

Action 18.7.11 Develop a GHG Action plan to include: a) an educational website and other community engagement mechanisms for residents to learn about key sustainability issues such as transportation, waste, water and community development.

SCHEDULE D
FINANCIAL PLAN

SCRA Revenue & Expense summary 2020-22

Fiscal Year End 12/31	2020	2021	2022
	Sept - Dec Budget	Budget	Budget
Income			
Opening balance	\$1,500	\$41,651	\$9,514
VanCity	\$25,000		
Real Estate Foundation	\$15,000	\$15,000	\$5,000
District of North Saanich	\$135,000	\$125,000	\$125,000
Other grants & fundraising		\$51,920	\$31,920
Lease and license fees		\$14,100	\$15,100
Community programs & events		\$11,000	\$17,000
TOTAL income	\$176,500	\$258,671	\$203,534
Operating expenses			
Land management	\$16,018	\$50,157	\$44,157
Incubator farming	\$9,258	\$36,180	\$33,880
Community programs & events	\$12,758	\$56,850	\$58,850
Business operations	\$24,815	\$29,470	\$26,030
Other expenses			
TOTAL operating expenses	\$62,849	\$172,657	\$162,917
Capital expenses	\$72,000	\$76,500	\$38,000
TOTAL expenses	\$134,849	\$249,157	\$200,917
BALANCE	\$41,651	\$9,514	\$2,617
reviewed 11/12/20			

Sandown Centre for Regenerative Agriculture			
Circular Food and Farm Society Start-up Costs & Capital Plan 2020-2023			
	2020	2021	2022
Overall Site			
Fencing			
Power hookup	\$35,000	\$ -	\$ -
	\$35,000	\$ -	Estimate from Miller Fencing Estimate DeLisa Lewis & Sandown transition plan
Riparian Planting		\$3,500	\$ -
Road construction	\$2,000	\$ -	\$5,000
			Assumes plant material, tree watering bags Estimate Cory Hastings: \$45/meter for an all weather driveable road; \$23/meter for a less used access road.
Water hookup from CRD	\$ -	\$ -	\$ -
Farm main and lateral lines	\$ -	\$15,000	\$ -
			Estimate from Hatchet & Seed
Overall Site Start-up & Capital costs	\$72,000	\$18,500	\$5,000
Incubator Plot Infrastructure (first phase Farm School)			
Field Processing: Washing Stations/Temp Storage	\$ -	\$15,000	\$ -
Greenhouse construction	\$ -	\$30,000	\$ -
			Estimate from Kwantlen Estimate BW Global 20' x 40' includes plans, permits, corner foundation
Hoophouse construction	\$ -	\$5,000	\$10,000
Irrigation systems			Estimate Fickle Fig
On-farm shed and washing station	\$ -		\$18,000
			put in by incubator plot users Assumes lean-to style for produce cleaning, processing, assumes built bigger to accommodate future tractor storage
Signage	\$ -	\$3,000	\$ -
			Assumes welcome sign + site orientation signs for FF / student areas as well as public direction
Storage, cool, temp	\$ -	\$5,000	\$5,000
			Assumes two converted shipping containers
Incubator Plot Start-up & Capital costs	0	\$58,000	\$33,000
TOTAL Start-up & Capital costs	\$72,000	\$76,500	\$38,000
reviewed 11/12/20			

Sandown Centre for Regenerative Agriculture			
Circular Farm & Food Society Revenue & Expense 2020 to 2022			
	2020 Sept-Dec	2021	2022
REVENUES			
Balance Forward	\$1,500	\$41,651	\$9,514
District of North Saanich Agricultural Fund	\$135,000	\$125,000	\$125,000
Community programs revenue		\$6,000	\$10,000
Grants - committed	\$40,000	\$15,000	\$5,000
Grants - unconfirmed		\$41,920	\$21,920
Fundraising activities		\$10,000	\$10,000
Produce sales (direct)			
Lease fees		\$5,600	\$5,600
Licence fees	\$ -	\$7,500	\$7,500
Community event revenue		\$5,000	\$7,000
Incubator plot amenities contribution (greenhouse, tools)		\$1,000	\$2,000
TOTAL REVENUES	\$176,500	\$258,671	\$203,534
EXPENSES			
Land Management			
Project assistant	\$2,818	\$5,637	\$5,637
Site Manager (includes farming amenities construction)	3,000	12,820	12,820
Soil remediation (services using livestock)		\$7,500	\$7,500
Pasture Manager		\$6,000	\$6,000
Contract tradespeople	3,000	8,000	\$3,000
Consultants	\$1,500	\$1,500	\$1,500
Equipment leasing & rental	2,000	4,500	\$2,000

Sandown Centre for Regenerative Agriculture				
Circular Farm & Food Society Revenue & Expense 2020 to 2022				
Compost system	\$1,000	\$ -	\$ -	Ask district for bark mulch pad, cost assumes geotextile cover + labour for near sheep barn
Planting costs (includes seed)	\$ -	\$1,500	\$1,500	Assumes seed and starting soil
Amendments	\$500	\$500	\$500	
Repairs & maintenance	\$ -		\$1,500	Assumes general site repairs (tools, fencing etc)
Soil testing (nutrient analysis, contamination)	\$1,000	\$1,000	\$1,000	
Waste disposal	\$1,200	\$1,200	\$1,200	Assumes Circular farm practices, low/ little waste to landfill
TOTAL Land Management: forest, wetland, soils	16,018	50,157	44,157	
Mentored Incubator Farming				
Executive Director	\$9,258	\$20,930	\$20,930	Hours divided between Incubator Farming and Community Programming
Incubator Plot Mentor contract		\$8,800	\$8,800	
Farmer honoraria (farm visits, on-site mentorship)	\$ -	\$900	\$900	
Guest Instructors (special topics)	\$ -	\$3,250	\$3,250	changed these figures to be even in 2021 and 2022
Water use				Assumes Farm Status water subsidies \$300/yr per acre intense irrigation. Water use costs covered by site users
Hydro power usage				paid for by incubator plot users
Solar unit purchase	\$ -	\$800	\$ -	changed due to contract delay
Production equipment (trays, tables, lights, etc.)	\$ -	\$1,500	\$ -	Estimate Sunblaster t5ho, wooden seed trays, soil cuber
Compost units (for student plots)	\$ -	\$ -	\$ -	Pallets (recovered / upcycled - assumes no cost)
TOTAL Mentored Incubator Farming	\$9,258	\$36,180	\$33,880	
Community Programming & Education				
Executive Director	\$9,258	\$20,930	\$20,930	Hours divided between Incubator Farming and Community Programming
Community event costs	\$ -	\$5,000	\$5,000	Sandown Supper Club + Tomato Fest + Melon Flavour Trails event: assumes cost recovery in events 2021; \$2000 net revenue 2022
Community program costs	\$ -	\$6,000	\$8,000	assumes cost recovery in 2021, \$2000 net revenue in 2022
Youth summer staff		\$21,920	\$21,920	grant dependent
Toilet rental	\$500	\$3,000	\$3,000	changed due to contract delay
Hand tools	\$3,000	\$ -	\$ -	
TOTAL Community Programming & Education	\$12,758	\$56,850	\$58,850	
Business Operations				
Business management contracts:	\$14,835	\$20,640	\$17,200	Society Ops, Financials, Fundraising, Website
Insurance	\$1,240	\$1,240	\$1,240	Estimate Croissant Insurance Services Inc.
Professional fees	\$3,000	\$3,000	\$3,000	bookkeeping, consulting for site planning (pasture, water)
Rent (office, venues, office supplies etc.)	\$740	\$740	\$740	Assumes Yr 1: venue rental at MAOA + \$200/office supplies per year
Travel and living costs		\$750	\$750	for advisor travel

Sandown Centre for Regenerative Agriculture				
Circular Farm & Food Society Revenue & Expense 2020 to 2022				
Communication & outreach tools: video production, web	\$5,000	\$700	\$700	Assumes Premiere editing subscription, hard drive purchase, HD camera purchase to document the Sandown story, website, social media content creation
Taxes on land		\$2,400	\$2,400	assumes Farm Status due to Fickle Fig operations, as per our contractual arrangement
TOTAL Business Operations	\$24,815	\$29,470	\$26,030	
TOTAL Start-up & Capital costs (see seperate sheet)	\$72,000	\$76,500	\$38,000	
TOTAL EXPENSES	\$134,849	\$249,157	\$200,917	
NET BALANCE reviewed 11/12/20	\$41,651	\$9,514	\$2,617	

SCHEDULE E
PROPOSAL

RE: 2020-01-CS-RFP - Sandown Lands Operator Procurement

By completing the form below, the Proponent deems the following statements to be true:

1. The enclosed Proposal is submitted in response to the above-referenced RFP. Through submission of this Proposal we agree to all of the terms and conditions of the RFP.
2. We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Contract resulting from the Proposal.

District of North Saanich
1620 Mills Road
North Saanich, BC, V8L 5S9
Attention: Tim Tanton, CAO

Proponent Information	<i>Incorporation # S0072157</i>
Full legal name of Proponent: Circular Farm and Food Society: Vancouver Island	
Full name of authorized representative of Proponent for this RFP: Jennifer Rashleigh	
Business Address of Proponent: 10211 West Saanich Road	
Telephone number of Proponent: 250-812-4847	
Fax number of Proponent:	
Email address of Proponent: jkrashleigh@gmail.com	

Signature :

Date:

Jen Rashleigh
Feb 26, 2020

3. We confirm that the following appendices are attached to and form a part of this Proposal:

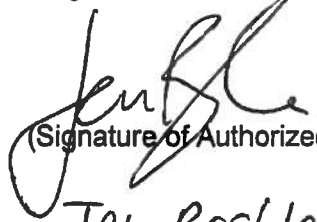
Appendix C-1 –Proponent's Experience, Reputation and Resources; Appendix C-2 – Subcontractors; and Appendix C-3 –Details of Services to be supplied by Proponent; Appendix D – Proposal Checklist

4. We confirm that this Proposal is accurate and true to the best of our knowledge.

5. We have the authority to bind the Proponent.

This Proposal is submitted this 26 day of February, 2020.

Jen Rashleigh (Name of Proponent)
Circular Food and Food Society : Vancouver Island.


(Signature of Authorized Signatory)

Jen Rashleigh, Co-executive Director
(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

The Sandown Centre for Regenerative Agriculture

(Legal Name: Circular Farm and Food Society: Vancouver Island)

This RFP submission has been prepared
by Lindsey Boyle and Jen Rashleigh
with direction from the Circular Farm and Food Society (CFFS)
Board and Advisory team
and significant contributions from the following:

Dr. Kent Mullunix and the Institute for Sustainable Food Systems

Dr. DeLisa Lewis, Green Fire Farms & the UBC Farm Centre

Barbara Johnstone Grimmer, P. Ag

Mitchell Morse, Fickle Fig

Stephen Herrin, Fickle Fig

Chris Hildreth, TOPSOIL

North Saanich farmers:

- Anneth Farm
- Snowden House Gourmet
- Country Wools
- Willowtree bakery
- Millstone Farm and Organics
- Farm or Die Agricultural Solutions

Lorea Tomlin, sheep care

Ian Bruce, Peninsula Streams

Tayler Krawczyk, Hatchet & Seed

Lauren Searle, former SPUD Business Development manager

Chris Hammer, Island Chef Collaborative

Lee Herrin, Scale Collaborative

Ted Sheldon, former Community Climate Action Advisor.

Lindsay Keele, lawyer

Linda Geggie, CRFAIR

This document has been prepared with financial support
from Vancity, which we gratefully acknowledge.

Vancity

SANDOWN CENTRE FOR REGENERATIVE AGRICULTURE

EXECUTIVE SUMMARY

IMPACT OVER 10 YEAR PERIOD 2020-2029

148 Emerging Farmers & Food Entrepreneurs trained in regenerative agriculture and business skills and given the opportunity to launch their business on a ¼ acre incubator plot at Sandown
72 Community Members or Families taught to grow their own food
29 Seasonal Youth / Student jobs created
19 Community events celebrating and educating on local food and agriculture
6 Full Time jobs created
1 more resilient community - more food-secure, local food conscious, biodiverse, prepared for climate change, and with increased connection and collaboration with the Tseycum First Nation

CORE OFFERINGS / INITIATIVES

1. Apply & showcase leading soil regeneration practices and ecological stewardship using managed intensive rotational pasture grazing, designed and managed in collaboration with the University of Victoria and the working farm of Fickle Fig. Our multi-species intensive grazing program includes sheep, goats, pigs and hens to provide a range of services that improve soil health, increase soil water retention and absorption, sequester carbon, minimize carbon-intensive machines and tilling, and increase biodiversity of wild plants and animals.

Sandown Centre will play an important role for research, education and replication in regenerative soil techniques for the future of carbon-conscious agriculture. This approach also decreases the need for and cost of man-made infrastructure and inputs.

2. Farm & Food Entrepreneurs Program: our inaugural 9 month part-time program meets the needs of an identified, under-served target market. Typically in their 30-40s, and coming from other careers to the opportunity of regenerative agriculture specifically, this demographic is looking to gain food production and modern farm system know-how, learn and apply entrepreneurial skills, develop a business plan, and build their network. The course is hands-on, interdisciplinary, and cohort driven to build a vibrant, diverse, and successful local food system.

Teaching and learning includes:

- Food production focused on 'strategic' crops (well suited to Sandown, high demand)
- Region-specific soil regeneration practices and techniques
- Access to student incubator plots during the program and short term leases after
- regenerative farm systems, operations and business models

- Entrepreneurial skills for farming and food businesses: finance, accounting, distribution/sales, branding, marketing, culinary partnership strategies
- Applied strategic planning, planting, harvesting, and processing for a busy bistro business and seasonal fresh meal kit box program

Classroom learning will take place offsite at a rented facility.

Upon graduation, Farm & Food Entrepreneurs Program students can receive a ¼ acre incubator plot to start their own commercial growing operations (with a \$0 lease for up to three years after graduating from the program).

3. Community food growing, community benefit: rehabilitated sections of the site may be made available to community organisations interested in long term leases for food production, such as Lifecycles.

4. Recognising the importance of ecological stewardship, especially as an important component in Reconciliation, the Society will partner with higher learning and community organizations towards managing invasives and enhancing biodiversity in the forested areas, ensuring right stewardship of the land and waters on Sandown, and working towards increased connection and collaboration with the Tseycum nation.

REVENUE STREAMS:

- Farm & Food Entrepreneurs Program Tuition
- North Saanich 'Fresh Meal Kit' (direct to consumer)
 - Each kit will have a different culinary inspiration for preparing a *specific* meal (recipes, stories inside) & some ingredients from Sandown Farm
 - Also features produce/products from other local farmers and makers
 - Order online. Available without membership or the season-long commitment required of CSAs.
 - Targeted at customers in the Capital Regional District who want local food, care about their health, and value meal inspiration and the time savings of home delivery. A secondary target is gift givers looking for unique, sustainable gifts for birthdays, maternity leave, or to welcome new neighbours.
 - Delivery by bike or electric car, to various locations convenient to the target: or direct to home for a small additional fee.
- Direct Sales of Produce to restaurants, caterers, and local vendors supportive of regenerative agriculture and emerging local farmers.

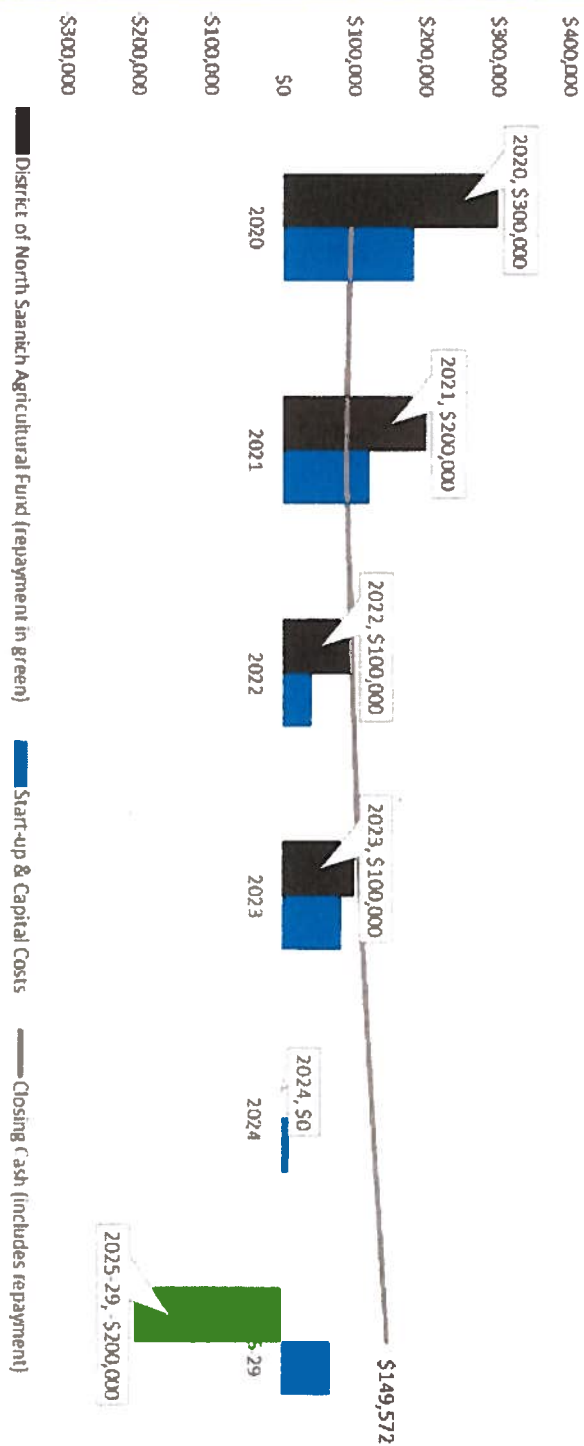
- Culinary Partnerships with chefs and local vendors supportive of regenerative agriculture and emerging local farmers.
 - Example: “Sandown Soil Story” initiative where participating restaurants/breweries feature our harvest on the menu as an educational tool and an incentive for diners to purchase.
 - \$2 from each diner’s order goes to training farmers in regenerative agriculture.

- Select events targeted at the North Saanich community and to day visitors to the region; ie, Tomato Festival, Melon Festival
 - 2x year events offering limited public access to the Sandown Center with opportunity for education and food experiences

- Membership - a range of annual membership options (from \$90-\$1,500) for people wanting to put their values into action, and expand their knowledge of regenerative agriculture and love of local food. Members get VIP access to exclusive events, including Long Table Dinners and Lecture Series at the Fickle Fig.

Sandown Centre for Regenerative Agriculture

Selected Financial Indicators 2020-2029



APPENDIX C-1: Proponent's Experience, Reputation and Resources

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

a. Organizational background, stability, structure of the Proponent:

ORGANISATIONAL STRUCTURE

For a comprehensive snapshot of our Organisational structure, please see the attached sheet in ADDITIONAL MATERIALS.

This proponent is a registered not-for-profit corporation (a British Columbia Society) with a Board of Directors (a "Board"), an Advisory Board, and an Executive staff. The Board, Advisory Board, and Executive staff collectively serve to manage and oversee site operations and strategic direction.

The Society's **Executive Director** role serves to coordinate and manage the overarching Societal vision and operations.

The Executive Director and Society **partners with specific regional institutions, community organisations, aligned businesses**, and identified paid advisors for key management decisions to ensure that Society operations and site management follow and demonstrate best practices in our four main objectives and activities:

1. Organic and regenerative commercial food production;
2. Teaching & Learning for emerging commercial farmers and farm businesses;
3. Wholistic site management with best practices in stewardship of site ecologies, soils, land and water; and
4. Creating & reaching new markets in the regional food system—to the benefit of regional farms and food producers.

The Executive Director coordinates a diverse team of **key personnel, paid advisors and contractors** in a clear and cost effective manner to achieve operational objectives.

Selected paid advisors and committed partners ensure that the Society is supported and effective in both management and fiscal planning to achieve success.

Because the Society aims to create a centre with regional engagement and impact—a hub for regenerative agricultural practices—this structure is necessarily team & partnership-based, and thus distinct and different from a typical farm business. Two useful comparative examples upon which the structure is based are the University of British Columbia's Centre for Sustainable

Food Systems (<https://ubcfarm.ubc.ca/about/people/>), and the Stone Barns Centre for Food and Agriculture. (<https://www.stonebarnscenter.org/about/staff/>)

ORGANISATIONAL STABILITY AND BACKGROUND

- The Circular Farm and Food Society: Vancouver Island Society (the "Society") has been formed specifically for the purposes of overseeing the Sandown site as the long term operator. This Society is registered in British Columbia, and has already secured \$50,000 in committed funding and partnership support from Vancity and an additional \$40,000 from Real Estate Foundation leveraged through the support of CRFAIR.
- Three of the five Sandown Transition Team members actively serve on the Society as Board members, management, or key advisors. These three members alone collectively bring 16 years of active engagement specific to the Sandown file.
- Expertise critical to the success of this project is actively represented by a carefully selected Governing Board, Advisory Board and Society staff which includes:
 - expertise in farm business operations,
 - academic agricultural research,
 - farm school curriculum design;
 - soil remediation using sheep;
 - integrated water management systems for watershed stewardship,
 - biodiversity enhancement and stewardship,
 - local organic food marketing,
 - agricultural community engagement, and
 - legal expertise.

See details on experience and qualifications in Question b, below.

- The Society has established partnerships with key regional institutions:
 - a formal memorandum of understanding ("MOU") with the University of Victoria, based on 3 years of existing collaboration between UVic and the members of the Society (see attached MOU);
 - a Society partnership with Peninsula Streams for management of the forest and riparian zones (see attached letter of support); and
 - guaranteed multi-year support and mentorship from Kwantlen Institute of Sustainable Food Systems (with 3 years of committed and secured funding through the Real Estate Foundation)
- This proposal includes a long term, on-site working relationship between the Society and Fickle Fig Farm, who already operates a successful 17 acre farm and bistro business in North Saanich. This partnership, which will be legally formed pending a Sandown LTO agreement, consists of 1) a lease arrangement between the Society & Fickle Fig for commercial food production by Fickle Fig on Sandown, and 2) a license arrangement

that utilizes Fickle Fig livestock to create and showcase best practices systems of managed intensive rotational grazing (MIRG) for soil regeneration, weed management, and excellent water stewardship.

b. Proponent's relevant experience and qualifications in delivering services similar to those Services required by the RFP:

Society co-Executive Directors Lindsey Boyle and Jen Rashleigh serve to coordinate and manage the overarching Societal vision and operations. These are: Commercial Food Production; Field based Teaching & Learning; Community Food Growing; wholistic Site Management aimed at best practices in ecological stewardship; and Financial/Society Management. The Executive Director coordinates a diverse team of staff, paid advisors, contractors in a clear management structure and financially focussed manner to achieve Society operational objectives. **This is distinct and different from a typical farm business; good comparisons are UBC's Centre for Sustainable Food Systems, and the Stone Barns Centre for Food and Agriculture.**

Lindsey Boyle has proven business leadership experience in upper management. Over 10 years as Senior Vice President for The Sound, an insight, strategy and innovation agency, she grew the company from a start up to a global team with revenues of \$16 Million US and a team of 70 people. Her responsibilities included hiring and managing a team of 5 direct reports and building trusted client relationships. Her key clients, including Google and Whole Foods, trusted to her to manage projects with budgets as high as \$1.2 Million. She was responsible for the day to day management of The Sound's Vancouver Office for 8 years. Through the process of building The Sound from a start up to a medium sized business, Lindsey has demonstrated her ability to lead teams through complexity and uncertainty to achieve operational and financial strength.

Lindsey also has proven experience in fundraising and community Food Growing Teaching & Learning. In her positions of Board Member (2015-2017), Victoria Steering Committee Lead and Communications Committee Chair of Growing Chefs! (growingchefs.ca) Lindsey has worked to expand the impact of the classroom program for children in grades 1-6 by building relationships with corporate donors (for example raising \$8K from Cook Culture for the 'Adopt a Classroom' program) and conducting pro-bono research on the social impact of the program on families well being to strengthen grant proposals. Over her 6 years of commitment to the organization, Lindsey has helped Growing Chefs! grow 368 gardens and taught 9000 kids how to cook.

Lindsey's work with Growing Chefs! has also provided experience in working with the Island Chefs Collaborative (ICC), a group that will likely be an important grant funder for our organization. Lindsey's relationship with the ICC also allows her to understand chef demand for Sandown Center produce in our region.

Lindsey also brings a strong business acumen in global food branding, food marketing and food consumer insights, from 7 years as a brand manager, first at Kraft Foods and then Mark Anthony Group (Okanagan Ciders, Mikes Hard Lemonade). In these roles, she had full P&L responsibility, meaning that she managed sales volume, costs of goods sold, advertising spend, and ultimately financial profitability of product portfolios worth \$4-\$5 Million CAD.

Lindsey is founder of the consulting firm Circular Citizen, teaching business people how to apply circular economy principles to create both food innovation opportunities and climate change solutions through food waste reduction and regenerative agriculture practices. This experience equips Lindsey to teach Sandown Farm School students about new circular food business models and innovation opportunities for 'dual harvest' and industrial symbiosis (examples of ways to create revenue streams and economic value from traditional farm & food waste). As a result of her commitment to advancing the circular economy via Circular Citizen, Lindsey has recently been appointed a role as Senior Associate, One Earth (oneearthweb.org) and a role with One Planet Saanich (oneplanetsaanich.org). Through this growing sustainable innovation network and alignment with the funding priority of Vancity for zero-waste and the circular economy through 2024, Lindsey brings strong relationships with Vancity that will provide the foundation for grant funding opportunities to develop and execute the Circular Economy for Food aspect of the curriculum at Sandown.

Jen Rashleigh's In the world of food production & community engagement, Jen brings 12 years of experience in developing, fundraising and managing Farmers on 57th which she founded in 2008. Farmers on 57th is an educational and productive community integrated farm in Vancouver. In this role she continues to work closely (now remotely) with partners as diverse as the City of Vancouver, Vancouver Coastal Health, South Vancouver Family Place, South Vancouver Neighbourhood House, Coalition for People with Disabilities, University of British Columbia, Institute for Wellness. She singlehandedly fundraised for both start-up and ongoing funding of the non-profit and its programs, assembled the team of farmers and program leaders, and created market gardens from lawn and wheelchair accessible gardens from pavement. She managed extensive volunteer engagement; hosted higher learning and graduate research at the farm, interfaced with hospital administration and staff; managed publicity and outreach communications and still works closely with the farm's thriving commercial organic farm. Farmers on 57th is financially self sustaining non profit & business hybrid, a pioneer in its field, and listed as an example of best practice in the City of Vancouver's Greenest City strategy.

12 years as an educational documentary filmmaker taught her how to find the experts, listen deeply and learn, find the overarching narrative, and tell a good story—all tools that she brings to this modern-day agricultural project. Her excellence in this filmmaking was recognised in the six films she made for the Ministry of Children and Families, and the 7 years at the Ethnographic Film Unit of UBC which she co-ran with Dr. Charles. Menzies. Her films focussed on resource use in British Columbia, the politics of fishing and sustainability, and best practices in foster care for aboriginal children.

Jen is the current coordinator of the North Saanich Flavour Trails festival, is one of two project leads for the Destination Greater Victoria's federally funded agri-tourism initiative for the peninsula, and is part of the CRFAIR team which works towards a robust, sustainable and just local food system.

The Sandown site is an opportunity for this executive team to bring its experience to a new challenge. To accomplish the Sandown-specific vision and operations, as developed in North Saanich over the last decade, this Society has harnessed the expertise of the team described below. Lindsey and Jen have already successfully managed this team through Society incorporation, Vancity funding, Strategic Planning, and contract work to prepare the necessary components for this RFP application.

Every person on the following list will be engaged in a direct way in Society operations and site management.

Commercial Food Production and Farm Management :

Dr. DeLisa Lewis: Board Member, Paid Advisor

DeLisa has over 20 years experience with certified organic vegetable and flower farming, holds a PhD in agroecology and soils, and is an assistant professor in the UBC Faculty of Land and Food Systems, focusing on teaching during the winter months and on-farm research through the summer. Together with family & a seasonal farm crew, DeLisa operates Green Fire Farm in the Cowichan Valley, a 40 acre farm which includes mixed market farm vegetables & fruits, pasture-raised pigs, beef cattle, hay production, and a small flock of laying hens. Sales are via Farmers Markets, direct and delivered weekly orders to regional customers, and to wholesale markets in Victoria, Nanaimo and Tofino. Her teaching, research and consulting focus on soil nutrient management, farm planning and new farmer training. DeLisa is a member of Islands Organic Producers Association and serves on the Accreditation Board of COABC, the Cedar Farmers Market Board of Directors, and the Agricultural Advisory Committee in her home district of North Cowichan.

Connection: DeLisa advised Jen when she was establishing Farmers on 57th in 2009. They have been colleagues and friends since.

Mitchell Morse, Fickle Fig: Leasee, soil regeneration & weed management using intense rotational grazing livestock

Growing up on a 75-cow dairy farm in upstate New York, Mitchell Morse rediscovered his love for agriculture when he pursued his life dream of creating a farm-to-table bakery/bistro/farmers' market eight years ago, having moved from Vancouver to the Saanich peninsula in 2012. On leased farmland, Mitchell now cultivates over 15 acres

with a diversified array of farm products including honey, eggs, pork, lamb, wool, berries, fruit, and vegetables. Cheese making, fermentation, food preservation, and making value-added products from raw farm materials are all in his skill set, which he happily shares with others. Passionate about food security, he created The Fickle Fig Farm Market on Mills Road in North Saanich in March of 2015, having successfully completed almost four amazing years of steady growth as a local food hub, with his fifth year set to break the million dollar mark in total sales.

Connection: Jen and Mitchell have a three year relationship working on the Flavour Trails festival together, particularly the Friday night gala dinner.

Stephen Heggen: Farm Manager

"Steve Heggen is a first generation farmer who grew up on the Saanich peninsula. He has worked on organic farms around BC for more than a decade, most recently managing vegetable production for Fickle Fig in North Saanich. From a young age Steve has been fascinated with nature and has channeled that interest towards growing high quality food for his local community. He is experienced in managing commercial farming operations including greenhouse, hoop house, and field operations.

Chris Hildreth, Founder, Owner Operator, TOPSOIL Innovative Urban Agriculture, Paid Advisor & Subcontractor

Chris has four years of experience producing and selling top quality gourmet salad mix for chefs in Victoria. His vision for TOPSOIL (topsoileatlocal.com) is to improve every aspect of our current industrialized food system from production, packaging, transportation, distribution and waste. His operation is highly successful and financially profitable and he leads a team of growers committed to ecologically beneficial food production. He believes business aspirations and healthy community choices are not mutually exclusive.

TOPSOIL aims to increase local food production in any community by providing a fully integrated modular farming system which will empower people through education, production and employment. Chris provides training services around how to implement, grow and operate a sustainable farming operation. Services include implementation of the farm system infrastructure, and educational seminars focused on but not limited to: farm design, farm management, farm operations, farm economics, marketing, distribution and sales.

Lauren Searle: Board Member, FT Direct Sales and Marketing Manager for Society

Lauren is a graduate of UBC's Sustainable Food Systems program and worked as Business Development Manager with SPUD for 5 years. She brings a thoughtful and nuanced approach to building relationships, bringing an impassioned approach to team

and project management. Lauren has proven skills in sales & marketing, business analysis, stakeholder engagement, employee training, and professional networking. She understands the power of in-person connection and trust building as the strongest way to understand clients and colleagues.

Connection: Jen, Lindsey and Lauren met through CRFAIR in 2019. Lauren was hired by the Society to prepare the Fresh meal kit component of this plan.

Field based Teaching & Learning, Community Food Growing:

Dr. Kent Mullinix: Institutional Partner, Farm School Mentor

As Director of the Institute for Sustainable Agriculture and Food Systems, Dr. Mullinix oversees all of the Institute's research projects, two farm school programs, and other initiatives. Mullinix's research focuses on ecologically sound crop production, agriculture education programming, sustainable agriculture and food systems, and family-based agriculture revitalization as a foundational and integral element of sustainable society. Additionally Mullinix conceived and led the development of the B.A.Sc. Sustainable Agriculture degree at KPU and is now closely involved in its implementation. He also led the conceptualization and implementation of the Richmond Farm School and Tsawwassen First Nation Farm School. Mullinix is an Adjunct Professor in The Faculty of Land and Food Systems at the University of British Columbia and serves on the editorial board of the North American Colleges and Teachers of Agriculture Journal.

Connection: Jen and Kent met in a television interview about the Richmond Farm School for Metro Vancouver's Sustainable Region television program in 2012. They maintain collegial connections through the local small scale organic food movement.

Dr. DeLisa Lewis (see above)

Ann Eastman: Board Member

Ann is a passionate advocate for sustainable agriculture and food systems on the Saanich Peninsula. She has a strong background in plant science - a B.Sc. in botany, M.Sc. in plant biochemistry, and a Ph.D. in plant physiology, and innovation experience in industry, government and academia. She served as the Manager for Emerging Sectors and then the Senior Manager for Innovation in the BC Ministry of Agriculture for eight years. Ann is a strong supporter of the Haliburton Community Organic Farm Society, serving as a volunteer director for five years and launching the EcoFarm School program. Ann was a member of the Sandown Transition Team that developed the transition plan from former racetrack to thriving community farm presented to the District of North Saanich Council in September 2018.

Connection: Jen and Ann have a 3 year close working relationship, having worked together on the Sandown Transition Team plan.

Ecological Systems and BioDiversity Best Practices

DeLisa Lewis (see above)

Barbara Johnstone Brenner, P Ag: Paid Advisor

Barbara brings thirty years of experience in agriculture, animal production and nutrition. She is currently active in research communications and agricultural sustainability education and initiatives, especially with respect to climate change adaptation and mitigation. She is also experienced in hands-on farming producing grass fed lamb. Barbara is actively involved in farm organizations regionally, provincially and nationally: a member of the Poultry Science Association, Canadian Nutrition Society, BC Institute of Agrologists, BC Abattoir Association, BC Sheep Federation (BCSF), Inter Island Sheep Breeders Association, BC Farm Writers Association, and BC Hazelnut Growers. Barbara is a former board member of BCSF and of the Canadian Sheep Federation (CSF), past member of the Sheep Value Chain Roundtable, and past member of the National Farmed Animal Health and Welfare Council.

Connection: Barbara was brought into the team through Lorea Tomsin and has served as a paid advisor for this application, supported by Vancity funding.

Lorea Tomsin: Paid Advisor, Sheep systems and care

Lorea bought her first purebred, a Silver Down Suffolk from W&K Gould, when she was 12 years old. Lorea has been president of the Inter-Island Sheep Breeders Association since 2011, and recently stepped down after nine years as BC's director on the board of the Canadian Sheep Breeders Association (CSBA). Lorea was one of three delegates who travelled to Mexico on behalf of the CSBA and Canadian Sheep Federation in 2016.. We are incredibly fortunate to have Lorea's expertise and mentorship in our North Saanich farming community.

Connecton: Jen and Lorea have known one another for three years through the Flavour Trails coordination. Jen has interviewed Lorea for a featured article in *Concrete Garden* magazine.

Ian Bruce of Peninsula Streams: Partner Organisation

Ian Bruce is the Executive Coordinator for Peninsula Streams Society. Through his consulting firm, Watershed Ecological Services Ltd., Ian also provides ecological and

fisheries services to industry, government and First Nations. Ian is a registered professional biologist and completed a Diploma in Restoration of Natural Systems at UVic in 2003.

Connection: Peninsula Streams has been a participant in the Flavour Trails for the past three years, leading restoration walks and facilitating relationship building with the Tseycum community. Peninsula Streams and the Society have already begun collaborative work on the Sandown site, orienting three UVic students through the winter to embark on Sandown-specific research and ecosystem management design. Peninsula Streams led the Creatures of Habitat program in the Sandown forest in 2019.

Tayler Krawczuk: paid advisor

Tayler is an ecological landscape designer, permaculture practitioner and project manager. Focusing on edible landscaping and climate-smart land development, he operates Hatchet & Seed, with his partner Solara Goldwynn. Tayler manages project logistics, completes open-access farm plans and works to ensure successful project delivery.

Connection: Ian Bruce of Peninsula Streams brought Tayler into our site planning team.

Board, Legal and Financial Management Support

Lindsay Keele: Board member

Lindsay is an established and mid-career lawyer working in Business & trade, Transactions and General Practice in Vancouver.

Connection: Lindsay and Lindsey met as neighbours and have stayed closely connected.

Linda Geggie: Advisor

Linda has been actively working on regional food system issues since the early 1990s. She has worked extensively with a wide range of individuals and groups and believes in collaboration as a meaningful path to getting results. In addition to her work with CRFAIR, Linda is a member of the Peninsula and Area Agricultural Commission and Board Member of the BC Food Systems Network. In 2015 she was recognized by Food Secure Canada with the Cathleen Kneen Award for vision, leadership, and a commitment to grassroots activism in building a more just and ecological food system. She was also the Community Research Fellow with the University of Victoria's Institute for Studies and Innovation in Community University Engagement. Linda is an avid food grower and fisher.

Connection: Jen and Linda have worked closely together on CRFAIR initiatives for the past three years.

Lee Herrin: Paid Advisor, Scale Collaborative

Lee has worked in management and leadership roles in both public sector and non-profit environments over the past 17 years. Lee also has more than 20 years of experience serving on Boards of Directors including 15+ years chairing non-profits. In any setting, Lee is always focused on identifying opportunities for growth and greater impact. Lee is widely recognized as having successfully reduced his organization's (Fernwood NRG's) grant reliance while also creating additional impact through social enterprise.

Connection: Lee, Lindsey and Jen met through the Scale Collaborative's three day Social Impact course in 2019. Lee is already engaged as a paid advisor for the Sandown Centre for Regenerative Agriculture with Vancity financial support.

c. Proponent's demonstrated ability to provide the Services including Proponent's systems for environmentally friendly practices and elements:

Establishing and showcasing best practices in regenerative agriculture and environmental stewardship is at the heart of our proposal. We are qualified to provide this service through the following means:

- On the Society's direct governance team we have four individuals with direct and substantial experience in managing organic farming systems
- Society paid advisors, who will serve as ongoing site advisors, include both a Professional Agrologist pasture expert and a holistic water management consultant.
- Our Society's on-site partner, Fickle Fig, is a current practising organic farming operation (non-certified).
- The Society has an MOU developed with UVic engaging its Ecological Restoration program to advise and partner on the establishment of a riparian zone in stormwater areas for best practises stewardship of these wetlands
- The Society has an established working partnership with Peninsula Streams to create a long term plan to manage invasive species in the forest, and to protect water quality on site. The Peninsula Streams mandate is to achieve healthy aquatic habitat. They accomplish this objective through research, restoration, innovative projects, public education, and private land stewardship.

d. Proponent's equipment servicing resources, capability and capacity, as relevant:

Knowing who has the equipment and services for various site operations is an important part of the LTO role. Our team's farm manager Steve Heggen grew up farming in Central Saanich and is well connected. Additionally, the Society's close working partner Fickle Fig has a 17 acre farm and multi year experience in the area with equipment servicing. Finally, our various Society teams each bring their own expertise and contacts, and graciously offer their network advice. We have the contacts lined up for:

- greenhouse installation,
- road construction,
- tractor purchase,
- irrigation installation,
- site ploughing, tilling, and seeding,
- deer fencing,
- seed purchase,
- hoop houses,
- washroom rentals

e. Proponent's financial strength (with evidence such as financial statements, bank references, if applicable):

Bank Reference: Brent Fuller, Branch Business Account Manager, Vancity
Mt. Tolmie Community Branch
#100-1590 Cedar Hill Cross Road Victoria BC V8P 2P5
250-995-7634
Brent_Fuller@vancity.com

The Circular Farm and Food Society: Vancouver Island was recently formed (November 2019) so our 10 year financial projections are the best available reflection of our team's financial strength and expertise.

Bank deposits thus far are \$25K grant funds from Vancity in November 2019.

We also have additional **committed** grant funding of \$25K from Vancity pending the Society being awarded the long term operatorship (LTO). As per a letter of support (dated August 21, 2019) from Vancity, funds are ear-marked specifically for *'the development of the Sandown property to support regenerative agriculture and new / young farmers'*.

Vancity Reference for \$25K committed grant funds: Andrea Di Lucca Bustard
Community Investment Portfolio Manager (Victoria Region)
3075 Douglas St. Victoria BC V8T 4N3

T 250.995.7647 / 604.648.5127 M 250.661.2186
andrea_diluccabustard@vancity.com

Additionally we have \$40,000 in committed funding from the Real Estate Foundation (REF) to support the startup costs of the Farm School for the first 3 years. This is being held by CRFAIR pending the Society being awarded the LTO. REF is fully informed of this arrangement.

CRFAIR Reference for REF grant: Linda Geggie, Executive Director lgeggie@telus.net

f. A designated senior manager responsible for the day-to-day operations and sufficient qualified support staff to provide the Services who has direct experience in the delivery of comparable services:

Stephen Herrin is committed and looking forward to serving as site Senior Farm Manager. He will be on-site in a full time capacity (in a cost share with Society and Fickle Fig). He will oversee day-to-day on-site operations including commercial food production, site infrastructure & servicing, greenhouse and field operations, machine operations, and overseeing of on-site subcontractors for specific work (greenhouse installation, fencing, haying, etc).

Starting in fall of 2020, an **Educational Farm Manager** will additionally be on site in a full time capacity. This person is still to be determined and the Society will network with regional farmers networks and the Kwantlen Institute for Sustainable Food Systems to fill this important role.

Additional staff needed to fulfill Society vision and responsibilities:

As owner of the Fickle Fig operations, **Mitchell Morse** will visit the site daily and take a lead role in managing the regenerative rotational grazing system on site. **Lorea Tomsin** will play a strong support role in expert livestock care.

Starting in Year 2, summer students will provide support for invasive management and on-site operations.

Lauren Searle will take a lead in marketing the North Saanich Food box distribution and developing relationships with other distribution channels.

These positions will be managed and overseen by the **Society Executive Director** role. All these positions will be additionally supported by the enrolled **Farm school students**, providing valuable labour as well as ample teaching and learning opportunities for emerging farmers.

G. Demonstrate an understanding of the complexities of this specific Project. Identify specific items such as management of farm operations, reclamation of agricultural lands, and general administration:

Reclamation of Agricultural lands: the Challenge and the Opportunity

Although this approximately 60 acre ALR parcel of land is considered a large parcel of land by North Saanich standards, it has significant challenges and complexities that limit and define its agricultural function. We will discuss the various sections and features of the Sandown LTO lands, and offer up our thoughts on best management strategies.

Area 1: North area

The north area of Area 1 comprises approximately 30 acres of the site. This area is a topographically low point in the region, and serves an important municipal function as a water

catchment area for the municipality in cases of extreme precipitation events. This function has been enhanced with a large berm to catch water, a significant drainage canal, and a controlled culvert. The land on either side of this drainage canal, which has heavy clay, is resultantly inundated with water through the wet winter season, waterlogging the soils in this area and significantly limiting this area's agricultural function. **Additional agricultural challenges** are that the Canada geese consider this 'seasonal lake' a winter haven, eating the freshly planted cover crop; deer additionally access the site through the forest for grazing activities. Furthermore, **Ecological stewardship** is a key priority in this section of the site, as water from the site flows into ditches and into Tseycum creek, travelling through traditional Tseycum community (who makes significant and ongoing efforts to cultivate fish habitat) and finally out into Patricia Bay which features a rich clam bed ecosystems. This clam bed has been closed for harvest for decades, in large part due to high nutrient runoff and contamination that can be linked to regional agricultural practices and impacts of settlement (see CRD Saanich Peninsula Stormwater Quality, 2018 Program Report). *It is very important that land management agricultural activities in this section prioritize best practices in water stewardship: minimizing soil and nutrient runoff, settling potential contaminants flowing through, keeping the water pristine.* Any plan for this area needs to fully comprehend its limitations and features.

Our Management Plan for this Area 1 North area section:

Given these features listed above, our team proposes a cost effective and powerful approach for soil regeneration ecological stewardship while still gaining productive value from the land.

In the wetlands, our team will design and **create a riparian zone** around the canal by cultivating water-tolerant silviculture and perennial grasslands, taking appropriate consideration for and 30 m setback from the municipal functions of the canal, as noted above. In the appropriate areas of Area 1 (See agrologist Johnstone Grimmer's recommendations for detail on this), we will create a **stable perennial grassland** in which to graze sheep and livestock using a regenerative grazing management system, often called a **Managed Intensive Rotational Grazing (MIRG) system**. Please note that we will designate and manage livestock grazing areas with proximity to water in mind to avoid any water contamination from manure.

For this work in northern Area 1 we will work closely with partners and paid advisors to create an integrated water management plan, silviculture and pasture planting plan that is suited to the site. This team includes:

- pasture agrologist & Pender island sheep farmer Barbara Johnstone Grimmer, P. Ag
- Lorea Tomsin, regional sheep expert
- Dr. DeLisa Lewis, soil specialist and mixed farm operator
- Tayler Krawczyk of Hatchet & Seed
- Peninsula Streams and biologist Ian Bruce
- UVic department of Ecological Restoration

This land use plan for North Area 1 elegantly and competently addresses the challenges and priorities identified above. Specifically:

Water stewardship; perennial pasture (and silviculture plantings in the riparian zone (willow, red osier dogwood, pear trees) eliminate the need for ongoing tilling and anchor the soils, while slowing down and serving to decontaminate and purify the water.

Soil building and regeneration: Managed Intensive Rotational Grazing, or MIRG, is widely regarded as a cost-effective and powerful approach to soil regeneration. The practice and benefits of MIRG is well described in academic literature, extension service manuals and agricultural organisations (for a brief overview see BC Organic Grower's <https://bcorganicgrower.ca/tag/rotational-grazing/>; the excellent https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1097378.pdf published by the University of Wisconsin; Savory Institute at <https://savory.global/holistic-management>, Australia's RCS <https://www.rcsaustralia.com.au/rcs-regenerative-grazing-principles>).

Simply put, the objectives of regenerative grazing (MIRG) are to manage the ecosystem with grazing animals to maximise the ecological rebuilding of biodiversity, water and nutrient cycling and energy efficiency within the local ecosystem while utilizing the landscape to support agricultural livestock; *"to profitably leave our country in better condition"* (RCS Regenerative Grazing Principles). Our team proposes to work with Fickle Fig in a license arrangement to build soil health throughout the Sandown LTO site using regenerative grazing techniques with sheep and other livestock.

Agricultural value: Grazing livestock would allow the marginal land of north Area 1 to have productive agricultural purpose in the short term, producing a value-added product of cheese (a North Saanich, organic, pasture-fed local cheese that the community will love!) as well as local organic meat, and milk.

Climate change mitigation: maintaining permanent pasture is a vitally important means to sequester carbon from the atmosphere, keeping it in the soil. Maintaining permanent well managed pastureland is the significant opportunity and contribution that the municipality of North Saanich can make towards the CRD's climate change strategic priority. We intend to make Sandown a best practices demonstration site for this means of addressing climate change. For more information on this, see Ted Sheldon's contribution in the Additional Materials.

Additional challenges include the presence of rocks and debris throughout the site, which will need to be cleared with a machine rock picker and likely additional hand picking to minimize damage to equipment and tires. Bryce Rashleigh and the Saanichton Farm crew & machinery will be very helpful in the large scale management required for the site, which also includes keyline ploughing, surface tilling, spring manure spreading, mowing and haying.

The presence of deer and geese are challenges addressed in the section on Pest Management, below.

Area 3: former horse stables

The cleared area labelled Area 3 adjacent to the forest has been identified by P. Ag Holl as unsuitable for in-ground agriculture. He deems it most appropriate for agricultural support infrastructure. We have followed his recommendations

This will be the location for an overwintering sheep barn, the winter manure pile (appropriately managed and cleared each spring), and a 'high and dry' sheltered exercise area for livestock through winter. In the warmer months, we anticipate this high ground spot becoming a favourite spot for community members to come and enjoy the fine view.

The Forested Area:

The forested area has ecological features which include natural springs, wetland, a year round pond, biodiversity including a population of owls and native frogs, and a potentially rich forest ecosystem. Currently the forest's heavy infestation of introduced invasives are outcompeting native plant ecosystems. Adding to the complexity, the Sandown site is on unceded traditional territory of the Tseycum people. With Reconciliation is a significant priority of Canadian society, it is important that the management of the Sandown site meaningfully engage with Tseycum community and with principles of Reconciliation.

Our Management Plan for the Forested area:

Our approach leverages the expertise and labour of University of Victoria, community organisations, and federal youth employment programs to develop an invasives management strategy for the forest. UVic is an active partner in this work, forming an MOU with our Society and already working with partner Peninsula Streams to create a biodiversity and management plan for the forested area. We intend to utilize federal employment grants to hire summer staff and Tseycum community members for invasives management.

Management of Farm Operations & Administration:

Our team is geared up for the ambitious challenge of creating a financially viable Farm school business while engaging in the not-for-profit work of promoting and enhancing the regional food system.

We recognise that this project is complex and includes many factors, amply described in the RFP. The management of the project requires a team and leaders well versed in a systems approach to management. Our approach is to build a diverse team of individuals that represent key components of expertise; bring together various partners in meaningful working relationships; and leverage the political, financial opportunities that these partnerships represent. This is why our project brings together our particular blend of Board members and staff, paid advisors, contractors, and partnerships.

We have diverse revenue streams which include: commercial crops for a direct to consumer 'Fresh Meal Kit'; direct sales (to restaurants and values and operations aligned independent stores such as Zero Waste Emporium); farm school (tuition); long term leases; membership

from supporters; grants; and special events. In the granting world, our initiative qualifies for a wide variety of grant categories including climate change, environmentally informed farming, higher education, Youth and First Nations employment, social impact investment, lighter footprint living, and habitat restoration. We will be leaning into these opportunities for funding. Regenerative agriculture is a growing international movement that has strong interest from social impact investment. As such, we have assumed a start up loan.

Finally, there are significant resources available to organisations moving into the growing field of social enterprise, and we are fortunate to be aligned with Scale Collaborative and their superlative staff, who can advise in all areas of financial, administrative and administrative planning and strategizing through this important start up phase.

H. List any actual or potential conflicts of interest and existing business relationships the Proponent, its principals, directors, officers and shareholders may have with the District, its elected or appointed officials or employees. The District may rely on such disclosure and may exercise its discretion to disqualify any Proponent in the event of an actual or potential conflict of interest:

Jen Rashleigh is part of the Community Agricultural Commission for North Saanich and so will either recuse herself from any Sandown discussions, or resign from the Commission. She is happy to take advice from District staff on this regard.

2. Proponents should provide information on the background and experience of all key personnel proposed to provide the Services (use the spaces provided and/or attach additional pages, if necessary): Key Personnel

Please see organisational chart in Additional Materials, and bios above.

APPENDIX C-2 SUBCONTRACTORS

Proponents should provide the following information on the background and experience of all subcontractors and partners proposed to undertake a portion of the Project (use the spaces provided and/or attach additional pages, if necessary). If no sub-contractors or partners will be taking part in the Project, the Proponent should indicate N/A.

For key personnel and partners, please refer to the organisational chart in Additional Materials, and see bios detailed in Question 1b. Additional contractors and suppliers include:

Bryce Rashleigh: haying, seeding, tilling, rockpicking, fencing. Fourth generation Saanich farmer.

Hastings Road Construction: contact Cory Hastings. North Saanich family business.

BW Global, Greenhouses: Abbotsford. Established long time business in greenhouse supplying.

Miller Fences, fencing. Local business, experienced and recommended.

Island Tractor: Duncan. Established Kubota tractor and attachment supplier.

Quality Seeds: Established business providing forage seed in the Cowichan Valley.

Gayle Pallas: Farm school instructor. Gayle is an agri-food and tourism training professional with over 15 years of practical experience in training food entrepreneurs in face to face and online environments. Her practical approach guides entrepreneurs along the path to market, avoiding common pitfalls and accelerating their journey towards increased market share and product awareness. She is an award-winning marketer that has designed, implemented, and participated in provincial, national and international campaigns for clients across a variety of industries and takes particular pleasure in sharing her insight through workshop facilitation and one-on-one or group training.

APPENDIX DC3: DETAILS OF SERVICES TO BE SUPPLIED BY PROPONENT

Proponents need to include information and materials set out in this Appendix C-3 with their Proposals.

1. Clear definition of the total lease areas requested by the Proponent including map/drawing showing intended activities on specific subareas within the proposed overall lease area. (Note: Proponents don't need to lease the entire area):

Please refer to drawing in Additional Materials.

2. Minimum lease area(s) which would be considered for the Proponent's Proposal to be viable if the District were to consider leasing to multiple Proponents. Proponent should also address the financial and other impacts of a potential reduced lease area on the Proposal:

As a personal and professional philosophy, we look to align and collaborate in our activities. This project is about building and fostering community. Having said that, we are requesting an LTO for the entire site for a few important reasons:

- **Southern strip in Area 1:** Only 10 acres of total 60 acres is practically arable for more intensive cultivation and vegetable production in the short term. This is a minimum area for the needs of Farm School and Fickle Fig operations using organic crop rotations with additional incubator and community organisation lease plots for emerging farmers and the wider community. Furthermore, the revenue projections and financial viability of this project depend on this 10 acres in the 'southern strip'.
- **North Area 1:** Much of the 30 acres in the north area 1 is inundated with winter water and cannot currently support thriving plant life, or is in need of longer term soil remediation. Similarly, the forested area is teeming with English ivy. However because these areas are so critical to the health of the watershed and ecological biodiversity and potential in the region, we would like to take on the responsibility of stewarding this riparian area and have entered into partner relationships with UVIC and Peninsula Streams to take on this work.
- **Area 2:** requires extensive longer term remediation. Frequent observation through the winter shows that soils have been impacted by disturbance, along with potential contamination.
- **Area 3** is not suitable for in-ground production activities. Our planned use for this site is to enable Fickle Fig to operate a sheep dairy and also keep livestock for managed intensive rotational grazing for soil regeneration for the rest of the site. This area, being high ground, is absolutely critical for overwintering livestock and also is needed for good residue management to avoid contaminating the watershed.
- Finally, we have approached the other proponent with the friendly offer to discuss collaboration or site sharing. They did not respond.

3. Proposed lease term:

10 year lease term with interest to renew.

4. Details of anticipated development and activities described for each year of the proposed Contract term including any proposed infrastructure, buildings, major activities and events on the site. The proposed development activities may form part of the long-term commitments of the Operator to the District under the Contract:

For our plan we follow a general approach of keeping major infrastructure to an elegant minimum to minimize start up costs, minimize need for permits, eliminate ALC special approvals for non-farm use, and focus on food production.

In Year One (June 1 2020 onwards):

- Time permitting, in late spring rockpick, debris clear
- Time permitting, deep plough the subsoil, surface till and seed the perennial pasture, and plant initial fast-growing silviculture plantings (native willow) following our advisor recommendations in the riparian zone.
- From June 1 onwards, bring power & a single main water line onto the site
- Fence the perimeter of the LTO parcel with deer fencing.
- Soil testing and contamination testing as needed
- From June onwards, establish the "southern strip" on the 10 acre parcel of land adjacent to Glamorgan Road and plant first agricultural crops using drip and microspray irrigation
- Install a mobile field processing and cooling container on site
- bring a portapotty washroom in site
- **Please note for consideration by all parties:** Consider Johnstone Grimmer P. Ag's recommendations 2 & 3 in this report regarding cover crop planning: timing and seed selection. *It is important to note that much of the riparian section soils is bare and needs to be replanted to protect against further soil erosion.* The timing to seed is spring to allow the seed to become established before summer hot dry conditions set in. **Something needs to be planted this spring.** However the LTO agreement is not expected to commence until June 1, 2020 (beyond ideal planting conditions). While Holl's recommendations for cover cropping are excellent ones for the general purpose of soil health, planting Johnstone Grimmer's recommended pasture seed (see Recommendation 8) would establish the pasture grounds in 2020. Quality Seeds Wetland mix as recommended by Johnstone Grimmer is the purpose specific and preferred seed to be planted this spring.

Year One: Fall 2020

- Establish farming support buildings including a metal livestock barn (as part of Fickle Fig lease operations), and several hoopouses. Connect to utilities as needed, or install solar power.
- Bring Fickle Fig livestock onto the site, including sheep, pigs, goats and chickens.
- Establish minimal roads into the site in 2020; assess and potentially expand in 2023
- Develop Farm School course curriculum with key partners and advisors including the Kwantlen Institute of Sustainable Food Systems
- Welcome UVic classes and students (undergrad and graduate) on site in group projects to conduct community based engagement in the soil health, riparian zones, and forested areas
- Riparian plantings and erosion controls (hay bales & cloth) in preparation for winter season to control winter erosion and soil/nutrient runoff. In partnership with Peninsula Streams and UVic
- Establish residue management systems. District delivery of wood chips to the sheep overwintering location close to forest and Glamorgan road.

Year Two (2021):

- Put in a welcome and information sign
- Install a 20 x 40 greenhouse (2020/21)
- build/install Farm School basic infrastructure including field processing station, an on-site cooler, storage shed
- Start the field production-based teaching & learning Farm School
- Assess site growth and soil health from 2020, obtain advise from the team Professional Agrologist and other key advisors, and follow their recommendations. These could include re-seeding, cover cropping, deep ploughing.
- Actively use livestock throughout site for soil regeneration and soil building, weed management.
- Mow as needed and necessary for site maintenance
- Welcome UVic classes and students (undergrad and graduate) on site in group projects to conduct community based engagement in the soil health, riparian zones, and forested areas
- Invasives management in the forest, in partnership with UVic and Peninsula Streams and with community engagement: volunteer work parties, grade school visits and university groups
- Riparian plantings and enhancement, in partnership with Peninsula Streams and UVic.
- One community event on site: Tomato festival (invite the public in)
- Participate in Flavour Trails

Year Three (2022)

- Establish cheese dairy on site (costs covered through Fickle Fig)
- Install septic field (costs covered through Fickle Fig)
- Additional hoopouses
- Second shipping container for cold storage
- potentially expand road access in 2023
- As soil regenerates and become viable for intensive agriculture (particularly the south western and northwestern sections of the property, establish incubator and small long term lease plots for emerging farmers and community food growing groups such as Lifecycles, who is interested.
- Welcome UVic classes and students (undergrad and graduate) on site in group projects to conduct community based engagement in the soil health, riparian zones, and forested areas
- Invasives management in the forest, in partnership with UVic and Peninsula Streams and with community engagement: volunteer work parties, grade school visits and university groups
- Riparian plantings and enhancement
- Two community events on site: Tomato festival and Midsummer festival (public tours)

Years Four through Ten (2023-2030)

- Continue to establish incubator and small long term lease plots for emerging farmers and interested community groups, while maintaining enough pasture land for livestock, erosion control, and significant carbon sequestering.
- Continue to host university UVic classes and students (undergrad and graduate) on site
- Purchase biodiesel tractor and mow site for maintenance and weed management as needed. Shelter for tractor already built in Year 2.
- Invasives management in forest
- Riparian plantings and enhancement
- Two community events on site each year

5. Detailed annual financial projections, including details and assumptions used to determine estimated revenues and expenses for the duration of the Contract:

It is important to note that the strategy, framework and excel template for our annual financial projections have been created under the guidance of a professional financial planner, Lee Herrin, of Scale Collaborative. Lee also brings years of farm and local food industry expertise to his advising (including direct produce sales and marketing and operations of the Fernwood-based Good Food Box (goodfoodbox.ca).

All revenue and expenses estimates have been thoroughly researched and vetted.

Estimates for **start up capital expenditures** are based on quotes provided by professional vendors and/or subcontractors who are subject matter experts including:

Barbara Johnstone Brenner, P. Ag
Bryce Rashleigh Saanichton Farm
Hastings Road Construction
DeLisa Lewis UBC Farm
BW Global Greenhouses
Fickle Fig
Hatchet & Seed
Quality Seeds
Island Tractor
Miller Fencing
Topsoil Innovative Urban Agriculture

Estimates for ongoing operating expenses are based thorough research and quotes provided by service providers and suppliers (including local farmers & makers via a survey pertaining to the Fresh Meal Kit).

Fickle Fig
The Cooperators Insurance
McTavish Academy of Art
Scale Collaborative
Shopify

Estimates for revenue streams are based on today's market rates provided by successful local vendors of the produce, products and services we are planning to sell or execute:

NorthStar Organics
Saanich Organics
Topsoil Innovative Urban Agriculture

Where a local source is not available, estimates are based on information from a proxy organization (for example SPUD, Kwantlen's Tsawwassen Farm School, Stone Barns Center for Food & Agriculture).

Key Financial Assumptions:

District of North Saanich Agricultural Fund:

Start-up ventures are most at risk of running out of funds in Year 3 given the timing of cash flows. Given upfront capital is essential to start up farm activities, our projections reflect a shift in timing for North Saanich Agricultural Fund funds to contribute more per year at the start up phase but less than \$100K per year over the ten year period (total \$700K over ten years).

We have reflected a plan for repayment of District of North Saanich Agricultural Funds in 2028-2029. Total repayment amount is assumed to be \$200K. **It is important to note that repayment is contingent on achievement of business plan targets.**

Loans:

We assume a loan of \$50,000 from a lender (with first right of refusal to Vancity).

Committed Society Revenues from grants:

\$25K from Vancity in 2020

Committed Farm School Revenues from grants:

\$40K from the Real Estate Foundation 2020-2022

We have also reflected the likelihood we will secure funds from values and priorities aligned granting organizations:

Unconfirmed - Society Revenues from grants:

\$36K from Canada Summer Jobs over 2021-2029

\$162K from First Nations & Inuit Summer Youth Experience Program over 2021-2029

Total \$198K

Unconfirmed - Farm School Revenues from grants:

\$100K from Vancity over 2021-2022

\$10K Island Chef Collaborative Micro Loan Program over 2021-2022

\$3K from Innoweave Investment Readiness Program over 2021-2023

Total \$113K

We assume two core sales revenue streams from product sales:

1. Direct Sales of produce starting in 2020

We have assumed a phased approach starting with gourmet salad mix in 2020 and building to a full, diversified portfolio of strategic crops suited to the growing conditions starting in 2021, including:

- Arugula
- Basil
- Beets
- Broccoli
- Carrots
- Kale

- Melons
- Pole Beans
- Romaine Lettuce
- Spinach
- Tomatoes (cherry)
- Tomatoes (slicers)

Produce prices (per lb) used to calculate the direct sales revenue stream (see *Farm School Revenue Plan 2020-2029* for details) have been provided by and/or validated with pricing from Shawn Dirksen, *Northstar Organics*, Chris Hildreth, *Topsoil Innovative Agriculture* and *Saanich Organics*.

Between 2021-2024, projections assume a 25% increase in produce yields each year. For 2025-2029 yield remains constant at 2024 levels.

2. 'Fresh Meal Kit' sales revenue starting in 2021.

We assume 30-50% of produce grown goes into The Fresh Kit (30% in 2021-2022, 50% 2023-2029).

Supplemental revenue will be generated via (starting Year indicated below):

Leases & licenses 2020

Farm School Tuition 2021

Memberships 2021

Community Events 2021

'Grow Your Own Food' Courses 2024

Incentive Tourism & Corporate Events (in partnership with Destination Greater Victoria) 2025

Important note: our loan and grant funding assumptions are conservative. With a secured contract for the long term operatorship as leverage we will be able to secure additional funding sources to improve our financial strength, especially over Years 3-5 as we establish a proven track record of our team's competency, sound financial management and positive impact on the North Saanich community.

6. Details for development and production of the Sandown Lands for each year of the Contract:

Please see Question 4 for a detailed, year by year timeline of on-site activities.

Our overall approach is to keep major built developments and infrastructure to a minimum and focus on food production, building biodiverse ecosystems, minimizing the financial burden in the start up phase, and demonstrating lighter footprint living.

Whenever possible, we site classroom based, administrative, and distribution activities in nearby off-site spaces; thereby creating community, offering rental revenue for existing businesses, and demonstrating lighter living principles.

On-site, we apply low impact , system saavy organic regenerative techniques advised and demonstrated by our Board members, institutional partners and paid advisors. (for example, building a commercial residue management system for manure *without* using concrete; repurposing and retrofitting shipping containers for cooler units, etc)

Having said that, we plan on:

- Sheep barn (Year 1) (concrete pad)
- 40 x 60 greenhouse (concrete corner posts)
- Hoophouses (earthen floor)
- Covered shelter & moveable shipping container-sized storage units for farming activities, field processing, tractor storage
- Minimal roads built in start up phase, and added to if deemed necessary in Year 3

7. Details for soil building activities and investments for Sandown Lands for all arable areas:

Please see Question 4 for a detailed, year by year timeline of on-site activities.

First Phase:

- Keyline plough **entire site** in initial establishment, followed by tilling and seeding where appropriate. Do not leave soil bare.
- Establish **southern 10 acres** along Glamorgan Road strip as first intensive food production site in Year 1, with realistically conservative yield estimates for start up food production. Amend soils with organic amendments, composting, cover cropping, and crop rotation in these intensive food production areas
- Establish appropriate plantings in the **riparian zones** as a means of immediately minimizing soil erosion and nutrient runoff for proper water stewardship. Initial design will be flexible and cost effective (choosing grasses and willow over pear trees, for example), with the intention that these be test & observation sites for teaching, learning (and additionally recognising that these areas are part of an ongoing municipal drainage plan that may bring changes to the site). Plan for revisions and enhancements informed by the observations and data collection that come with a direct relationship with soils and waters.
- Establish **perennial pastures** in the area north of the drainage canal, in areas that can support plant growth (winter water inundation is a challenge here).
- Use **livestock throughout site** in a managed intensive rotational grazing system (MIRG) as the primary means of soil regeneration and weed management.
- Plan for revisions and enhancements informed by the observations and data collection that come with a direct relationship with the site.

Second Phase

- As pocket areas of the site regenerate in soil health and become viable for more intensive agriculture (particularly the more immediately promising southeastern and northeastern sections of the property) establish incubator and small long term lease plots for emerging farmers and interested community groups. Continue to amend soils with organic amendments, composting, cover cropping, and crop rotation in these intensive food production areas

8. Proponent's paid directors, officers and employees and their respective salaries for each year of the proposed Contract:

Two Executive Co-Directors: 20 hours a week, year round, \$34,400 each annually
Educational Farm Manager FT \$54,600
Sales Marketing Manager, FT \$62,400
Fresh meal kit manager, \$22,400
Fresh meal kit student, \$16,800
Salad mix start up lead, \$4,800

9. Detailed list and description of any anticipated uses or activities on the Sandown Lands which may require permits, variances or other approvals from the District, the Agricultural Land Commission or other regulatory bodies:

We do not propose any activities which would trigger an ALC non-farm use application.

Permits from the District will be required for:

- greenhouse
- sheep barn (owned and installed by Fickle Fig, not included in these financials)
- septic field required for sheep barn (owned and installed by Fickle Fig, not included in these financials).
- Along with fees for water, sewer and power hookup

Additionally, we may wish to consider on site-water for pasture irrigation, which would require us applying for a Water Licence on Tsycum Creek through the BC Water Sustainability Act. Our water management team advises us that this application process is fairly straightforward.

10. Clear, detailed, and quantified requirements of District support for the duration of the lease broken down by year including:

a. Direct financial support and funding required from the District:

Start-up ventures are most at risk in Year 3 given the timing of cash flows between start up phase and fully operational, revenue generation phases.

As such, our financial projections reflect the requirement of North Saanich Agricultural Fund at the start up phase but less than \$100K per year over the ten year period (total \$700K over ten years).

2020 \$300,000
2021 \$200,000
2022 \$100,000
2023 \$100,000
2024 \$100,000
2025-2029 \$0

We have reflected a plan for *repayment* of District of North Saanich Agricultural Funds in 2028-2029. Total repayment amount is assumed to be \$200K, in order to bring District contribution *back down to a total of \$500,000*. **It is important to note that repayment is contingent on achievement of business plan targets.**

b. Any in-kind services expected of the District (including materials, equipment, operators, labour, and capital works):

We will minimize in-kind services from the District. The Society and its staff team are conscientious of the time consuming burden of this LTO process to date, and hold a similar ideal of mutual “Quiet Enjoyment” as expressed and outlined in the Draft Contract.

1. One in-kind service from the District that would be extremely beneficial to the Society would be an annual delivery and spreading of a thick wood chip mulch layer adjacent to the sheep barn, as a location to stockpile and cover livestock manure. This location is very close to the District green waste yard, and is the location of the former stables. This technique of wood mulching under the manure pile, topped by a geo-textile cover, is part of our residue management practices, meets regenerative ecological standards, and eliminates the use of a concrete pad. The manure composts and becomes a high-value amendment.
2. The Society requests that we access the salvaged stables boards from the reclamation process, at no cost to the Society. These will be used on-site to create the farm support buildings, as an aesthetic reminder of the racetrack days, and also as a significant cost saver. District assistance with transporting these boards to the site would be very helpful.

3. For clear delineation of LTO and District areas, and to reduce risk to humans and animals, it may be wise to consider interior fencing of the District drainage ditches, which are steep sided and slippery.

c. Expectations for water supplied by the District (i.e., whether water to be provided at no cost, at agricultural rate, or other) and approximate anticipated volume required on annual basis:

Intensive agricultural cultivation water use ranges from .5 to 1 million litres of water per acre annually. Sheep average 2.4 kl/head/year (averaging out the varying water needs for dry sheep, lactating sheep and lambs); 100 head of sheep = 240,000 litres.

By Year 5 onwards, we expect to use from 3 to 6 million litres annually. We plan to pay for our water usage at the agricultural subsidy rate.

As leasees come on-site in future years, we can expect our water consumption to increase. At the same time, once the District larger drainage plan gets resolved we plan to develop a water management system for use of on-site naturally occurring water as part of our 'best practices' climate-informed agricultural management. We plan to access funding (including from the Environmental Farm Management program) for this work and have already been in preliminary contact with the EFP. As we do not yet have Farm Status we cannot detail these plans and so they are not reflected in our financial projections.

d. Clear indication as to Proponent's commitment and intent to pay applicable taxes and fees or requirement for these to be waived by the District. This would include any permits, application fees, property taxes or parcel taxes which would normally apply:

Traditionally, centres with a mandate dedicated to public wellness, learning and recreation do not pay property taxes. In our municipality, these include examples such as McTavish Academy of Art and the Panorama Recreation Centre; there are many such examples in the CRD. We consider our Centre for Regenerative Agriculture to qualify for the same tax exemption.

We are open to discussing whether connection fees for services should apply. We have presently factored them into our financial plan.

e. Any infrastructure to be provided or installed by the District (e.g. water service(s), fencing, roads, trails, etc.)

We need to bring the water and power onto the site. We have built these costs into our projections and are happy to waive them if the District deems this appropriate.

11. Annual crop management plan including:

a. Proposed crops, areas, timing of seeding and harvesting:

On southern 10 acres of most arable land:

Diverse organic market vegetables, for North Saanich Fresh Meal kit and for Fickle Fig restaurant operations, including but not limited to:

early crops: gourmet salad mix, arugula, spinach, radish, peas, broccoli, kale

mid spring crops: beets carrots, salad mix

main season crops: beans, tomatoes, melons, cucumber

fall/winter crops: parsnip, turnip, overwintering brassicas, etc

Fickle Fig will additionally have livestock on site for meat, milk, eggs and soil regeneration, which are not reflected in these financials.

For anticipated yield and associated revenues specific to the Society, please refer to the *Farm School Revenue Plan sheet* in the Financials. Revenues for Fickle Fig yields are not included as they are not Society revenue streams.

On Pasture areas: A pasture mix can be planted in spring.

This is a Quality Seeds Wetland Mix (35 lb/acre) with an oats nurse-crop (45-50 lb/acre)

Custom Wetland Mix

30% Cowgirl Tall Fescue

10% Creeping Red Fescue

7% QS Tall Fescue

10% Alsike clover and Single cut red clover mix

33% TITAN Timothy, soft leaf

10% PALATON Reed Canarygrass

b. Residue management plan:

Biomass management includes:

- In pasture: rotational graze through grazing months, mowing if/when necessary
- Stockpiling of livestock manure during overwintering in barn, covered, with bark chip mulch under pile, site to completely avoid watershed contamination according to organic practices.
- Each .5 acre section of intensive cultivation has its own dedicated compost system

- Invasives (english ivy) disposal: tarp top and bottom and leave in sun for solarization or 'cooking' of ivy to get rid of weed seed bank. Incorporate into compost. Circular organic system.
- No fire burning on site

c. Fertility management plan:

This has been amply described in this RFP as can be summarized as:

- Intense rotational grazing for soil remediation using sheep, livestock, pigs, goats and chickens
- Spreading manure generated on-site
- Active on-site composting from on site food growing
- Cover crop
- Organic amendments when/as needed

d. Pest management plan:

Our pest and disease management plan focuses on preventative design. In practice this means understanding the life cycles, habitat, and history of pests and disease on the site, and designing systems to address them. It may mean delaying initiating certain crops, and it may mean reduced revenue at times. Field design (including crop rotation) organic biological controls (eg nematodes, IPM) and physical barriers to pests (reg row covers) are typical practices.

The prevalence of geese on site presents a significant issue that will require creative and persistent approaches. Regular on-site human activity and livestock will deter geese, as will planting taller grasses in the riparian zone (which they do not like). Building falcon boxes for the local kestrel falcon will certainly help to control rodents and smaller ground mammals, and perhaps deter geese. Broadcasting falcon sounds at key points in the year are another possibility, to be discussed with neighbours. We are not planning on sound cannons for this mixed residential-farming community.

Finally, deer will be solved with deer fencing. We will keep the forest accessible to deer, as this is already a habitat for them, and we do not wish to increase deer pressure on neighbouring farms and homes.

e. Source of anticipated equipment/operators to be used:

Bryce Rashleigh for higher HP and attachments equipment/operator
 Tayler Krawzyck for keyline plough equipment/operator
 Fickle Fig for smaller HP equipment/operator
 Hastings Road construction for road related equipment/operator
 Etc. Please refer to question 2.

**12. Detailed business plan for each year of the proposed Contract including:
a. Grants; b. Product sales; c. Other revenues:**

Please see Financial sheets named Revenue Plan

d. Expenses/costs:

Please see Financial sheets named Start Up Costs and Farm School.

13. Details of governance and oversight model including:

a. Corporate structure/composition:

Please see Society team chart in Additional Materials.

b. Governance/decision making process:

We are a not-for-profit Society with conventional non-for-profit processes of meetings and an annual AGM. Executive Staff reports to the Board and requires governance and approval on strategic direction and activities. The Society aims for consensus, voting where necessary.

c. Staff/board salaries over course of Contract term:

The Board is an unpaid position. See Question 8 for Staffing salaries.

d. Anticipated role for District in governance, if any:

None.

e. Copies of all corporate charter documents and proof that Proponent is in good standing, included with Proposal:

Please find attached in Additional Materials.

14. Proponents anticipated borrowing for the Proposal:

\$50,000 Loan.

15. Detailed description of all anticipated partnerships including role/responsibilities of each partnering entity.

University of Victoria

See the attached MOU with **University of Victoria** for the details of this partnership.

Peninsula Streams

See the attached partnership letter of Support with **Peninsula Streams**. The partnership will continue in the same manner that we already establish:

- Representatives from Peninsula Streams (Ian Bruce, Brian Koval), CFFS Society (Jen Rashleigh) and UVIC (Rhianna Nagel and UVic profs) work together to coordinate student research and engagement at Sandown, at the grade school, undergraduate and graduate level.
- We have already coordinated together on several 'Creatures of Habitat' invasives management sessions in the Sandown forest, with many more planned for the future.
- We have already coordinated together to orient three UVic students to the Sandown site and get them going on research and projects on riparian zone, forest biodiversity and soil health.

Fickle Fig

This partnership has been clearly discussed in detail with a draft legal arrangement that will be formalized into a legal document pending the LTO agreement. The broad nature of the agreement is as follows:

1. Sandown Society takes on the legal responsibility as Long Term Operators of the Sandown site, in a long term lease arrangement with the District of North Saanich.
2. Mitchell Morse of the Fickle Fig holds longterm lease arrangements with the Society for use of 4 acres of dedicated land on Sandown. Lease rate is \$500/acre.
3. In the southern "most ready to go" 10 acre section of the farm, **Fickle Fig Farm** would have a long term lease for ~3 acres for annual veggie production etc; **The Farm School shared teaching area** would be around ~3 acres; Society managed **Individual student plots** around (~2 acres) and **graduate incubator plots** around (~2 acres), with room to expand as soil remediates.
4. The Fickle Fig section is a seperate and distinct farm, managed independently of the Society but adhering to the same principles of organic and regenerative agriculture. Student visits, internships etc to the Fickle Fig farm portion can happen on an invite basis to allow for exchange of teaching and learning, flow of expertise and farm labour.
5. For the **start up** of the Farm School's 3 acre shared teaching area, the Society will pay Fickle Fig Farm Manager for his time in farm planning and overseeing of the 3 acres.
6. Each party covers costs to set up their own infrastructure in the southern area.
7. The Society pays to bring water and power onto the site. FF to set up from this main line.
8. Fickle Fig will pay its own water and power use.
9. Fickle Fig would also lease out approximately 1 acre for the Sheep dairy area (in the area 3 section on the RFP map). FF plans and infrastructure in this area include:

- Rigid sheep barn for winter and lambing. Owned for and paid for by Fickle Fig. Should they leave the site, Fickle Fig will take the barn with them or sell it.
- The barn will likely need a concrete underpad for the sheep barn, in the Area 3 that has been deemed unsuitable for agriculture. The FF will pay for this concrete pad install. The concrete pad can stay if FF should leave the site. This building will need access to water and power; Society to pay for bringing in both onto the site; Fickle Fig to take on responsibility to hook up from the farm site's water/power points and pay for usage.
- Sheep dairy will need a septic field for the water, and FF will pay for this install and maintenance.

In Area 2, which needs longer term soil remediation and building, the proposed arrangement for this area is that:

- The Society for Regenerative Agriculture is the LTO of this "Pasture Grazing Area". In this area Fickle Fig is not a leasee, but instead accesses the land in a legal license arrangement in exchange for the service of land remediation, soil building and weed control provided by the livestock in a well-run rotational grazing system.
- The Fickle Fig will own and manage the sheep, pigs, goats and poultry, starting in Year 1. They are responsible for animal health, shelter, feeding and costs associated with this.
- Fickle Fig will have access to a minimum number of acres required for the purposes of running an intensive rotational pasture grazing program for up to 100 sheep. The actual areas set aside for the pasture grazing may shift from year to year, due to various demands for land from Farm School graduates etc. Any shifting land use decisions will be made in the winter months when the livestock are off the land, to allow for ideal planning and smooth transition.
- The pasture management plan will be co-designed with Fickle Fig and the Society Land Management team (which will include Barbara Johstone Grimmer, DeLisa Lewis, Ian Bruce, Tayler of Hatchet & Seed, Lorea, and UVic specialists in ecological restoration and soil health).
- We have mutual agreement to do our best to follow best practices in regenerative rotational grazing, as defined by the advisory team and two manuals:
- https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1097378.pdf
- <https://catalog.extension.oregonstate.edu/sites/catalog/files/project/pdf/pnw699.pdf>
- We imagine that the Sandown pastures will become *a key demonstration site for regenerative techniques using livestock*: a place for people to be inspired, teach, learn, research. We also understand that "best practices" is an ideal, and that farming and budgets sometimes require pragmatic decision making.
- In Year 1, The Society will incur the costs to ensure that the ground is made suitable for grazing. Specifically, the Society will pay for rockpicking prior to planting, and keyline ploughing. The Society will also pay for tilling and seeding/planting grassland

and riparian zones according to the planting recommendations of the land management team.

16. Requirements for qualified and certified professionals as required for the Proponent's Services and activities including agrologists, engineers, architects for major modifications/activities, and if applicable, names and contact information:

Our certified professionals will include:

Professional Agrologist for planning and planting of both riparian zone planting and the rotational grazing plan in the pasture forage areas.

Barbara Johnstone Grimmer, P. Ag: firhill@live.ca

Greenhouse engineers as referred through BW Global Greenhouse

An electrical engineer to design the distribution power for the site.

An electrical engineer for designing the septic system for Year 3.

17. Alignment of Proposal with District policies, including Official Community Plan ("OCP") and Whole community Agricultural Strategy ("WCAS") including reference to specific relevant policies and details of how Proposal achieves the objectives of that policy:

The plan outlined in this application satisfies many important aspirations laid out in District of North Saanich and CRD policies. This application aligns and delivers on the following policies and priorities, detailed in these three tables:

DNS Official Community Plan	
2.0 COMMUNITY VISION	
Commit to the protection, and where possible the restoration of the natural environment, and the enhancement of the District's parks, land, air and water qualities;	• use organic regenerative techniques in all agricultural practices • design and create riparian zone for best practices in water stewardship • management invasives and enhance biodiversity in the Sandown forest
Additionally, it is the intention of the District to foster cooperation, respect and understanding with neighbouring First Nation communities through consultation and referral processes on land use issues.	• Hire two indigenous youth in full time positions each summer through federal grants.

3.0 ENVIRONMENTALLY SENSITIVE AREAS

3.4 Promote the use and retention of hedgerows and native vegetation to preserve natural biological diversity, and to conserve water.	• Maintain livestock and plant riparian zones with perennial grassland and native silviculture for enhanced biodiversity and reduced irrigation needs
3.5 If any development occurs in these areas, it must be consistent with the protection of watercourses, wetlands, riparian areas, aquifers and sensitive ecosystems. Where possible, watercourses and natural drainage channels should be preserved in their natural state and, where feasible, developed as drainage rights-of-way.	• In partnership with UVic and Peninsula Streams, create onsite riparian zones that filter water contaminants, minimize soil and nutrient runoff, and increase biodiversity
3.7 If development occurs in environmentally sensitive areas, erosion is to be addressed and, if possible, prevented in areas of steep slopes by leaving slopes uncleared, retaining areas of mature tree cover and preserving other natural features.	• establish perennial pastureland and a riparian zone in the low lying winter-water inundated areas to minimize soil erosion, nutrient loss, and contamination of Tseycum creek and Patricia Bay.
5.0 AGRICULTURE	
5.14 To ensure the sustainability of the District's farm community as an integral part of agriculture on the Saanich Peninsula, agricultural activities, ancillary agriculture uses such as agri-tourism and the uses outlined in the Agricultural Land Commission Act Regulation 171/2002 Section 2(1) are encouraged on lands in the ALR.	• Offer two harvest-based community events per year for the public, with farm tours and agricultural education • Offer lecture series and long table dinners to celebrate and inform on the benefits of regenerative agriculture and local food Offer season-long Grow Your Own Food courses to the interested public • Offer agri-tourism experiences to celebrate and inform on the benefits of regenerative agriculture and local food

DNS Whole Community Agricultural Strategy

1. Municipal Actions to Support the Agricultural Land Base

Support the provision of services that link available farm land with farmers seeking land.	• Create direct networks between Farm school graduates, and Young Agrarians (see their letter of support in our EOI package) to connect potential farmers with YA land matching services. Extend this support to the
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	matching services. Extend this support to the wider community as needed. • provide short term land leases on site for Farm school graduates
2. Municipal Actions to Support Agricultural Marketing	
Promote local food and local farms (SP 27).	• Create and market regional fresh meal kit using all local seasonal ingredients • Create full time position within Society to promote and encourage local seasonal food habits: "Peninsula Proud". • Offer two harvest-based community events per year for the public, with farm tours and agricultural education • Program for farm school student fieldtrips and internships at local farms as integral part of Farm School curriculum
Support the establishment of a centralized food hub (farm aggregation, processing, distribution centre).	• Create and market of fresh meal kit using all local seasonal ingredients sourced from a variety of local farms (online aggregating & distribution system)
3. Municipal Actions to Support Agricultural Labour	
Connect local producers to agricultural labour resources.	• Foster relationships between Farm school students and existing farm operations through site visits and internships to develop skilled farm labour and post-graduation employment options
Support the creation of agricultural jobs through government wage subsidy programs.	• Apply each year to Canada Summer Jobs and First Nations and Inuit Summer Employment program for four youth positions at the site
6. Municipal Actions to Support Agricultural Training and Information	
Provide an agrologist and government extension services at the regional or sub-regional level.	• Create an established relationship with the supporting Institute of Sustainable Food Systems, who has the knowledge capacity and vision to develop agricultural extension services for the region. As a partner, the Society will support the regional uptake and impact of this ISFS mandate.
Host agricultural dialogues (forums, presentations, etc).	• Host regular Sandown Centre Dinner and Lectures for the interested public

Increase awareness of resources, availability of information, training opportunities (SP 31).	offer guest instructors and speaker series including Young Agrarians, Ministry of Agriculture, Grounded Strategies (agri food training and market development) etc
9. Municipal Actions to Address Environmental and Climate Change Challenges	
Control of agricultural water run off during the rainy season	In partnership with UVic, Peninsula Streams, and the Society's P. Ag advisor, create onsite riparian zones to filter water contaminants, minimize soil and nutrient runoff, and increase biodiversity
Plant food producing plants on public lands and pursue a location for a public orchard.	Actively encourage community groups to grow community food in long term lease arrangements on Sandown lands

Capital Regional District Regional Context Statement

OVERARCHING VISION & OBJECTIVE: Foster a resilient food and agriculture system.	This is a key priority and objective for our Society
2.1 Protect, Conserve and Manage Ecosystem Health	
PRINCIPLES II. Depletion rates for natural resources should not exceed the regenerative capacity of the ecosystems that produce them;	Practice, teach and showcase best practices in regenerative agriculture in all on-site farm systems and farm management
PRINCIPLES III Consumption of scarce renewable and non-renewable resources should be minimized through conservation, efficiency and application of technology and reduce, reuse and recycle practices;	- Solar power use when possible throughout site - Circular economy principles in all operations including farming practices, packaging and processing - Commitment to electric vehicles as soon as financially viable for Society
PRINCIPLES V Decision-making should give first priority to options that maintain ecosystem and population health and support the ongoing ability of natural systems to sustain life.	Practice, teach and showcase best practices in regenerative agriculture in all on-site farm systems and farm management
POLICY 5 Protect the ecological integrity of watersheds and marine areas through collaborative initiatives consistent with the principles set out in Objective 2.1.	In partnership with UVic, Peninsula Streams, and the Society's P. Ag advisor, create onsite riparian zones to filter water contaminants, minimize soil and nutrient runoff, and increase biodiversity

POLICY 6 Manage surface water, drainage and groundwater in non-catchment watersheds throughout the region using an integrated watershed planning approach consistent with the principles set out in Objective 2.1.	• Design and implement an integrated water management system for the site with expertise of existing Society team
POLICY 7 Plan for the long term strategic resource needs in the Capital Region – including food (paying specific attention to local food production), energy, water, and aggregate materials consistent with the principles set out in Objectives 2.1 and 7.1. Plans will consider long term demand, security of supply and potential impacts of factors such as long term climate change, fossil fuel depletion and water reclamation where feasible,	• Foster a robust, resilient and regenerative region food system through: ◦ on-site best practices in regenerative agriculture ◦ teaching, learning and internship opportunities for emerging farmers ◦ extension and network supports for the next generation of farmers (and existing farmers, as needed) ◦ marketing a fresh meal kit using local seasonal ingredients sourced from a variety of local farms
5.1 Realize the Region's Economic Potential	
Economic Development Consideration V Finding ways to increase economic activity in forestry and agriculture including high- value and specialized agriculture and value-added forestry;	• Offer curriculum and training specifically to develop “farmpreneurs” equipped with the business skills and mindset required to create value-added, niche market agricultural businesses
Economic Development Consideration IX Finding ways to attract, develop and maintain a highly skilled workforce	• position North Saanich's Centre for Regenerative Agriculture as a regionally significant teaching and demonstration site for regenerative agriculture and the circular economy
POLICY 1 Collaboratively build on the region's economic, environmental and quality of life advantages to position the region as a highly desirable location for investing in existing and new businesses, working to address the economic development considerations identified in Objective 5.1.	• Deepen existing partnerships with Destination Greater Victoria's two year, federally funded agri-tourism initiative for the peninsula. This initiative is aimed at a high-calibre domestic and international audience. • One of the Society Executive Directors is a lead contractors on this initiative, in a committed position for 2020-2021. • The other Society Executive Director is a Senior Associate with the one Planet Saanich initiative
POLICY 3 Prioritize the attraction of new businesses and investment that will support climate action, while supporting the retention and growth of existing businesses and economic activities in the region.	
6.1 Foster a Resilient Food and Agriculture System	

PRINCIPLES I Support First Nations food interests and rights; II. Protect and enhance the region's food and farmlands; IV. Enhance local food security; V. Expand food system economic opportunities; VI. Encourage food system education and agri-tourism; and, VII. Foster resiliency in the face of an unpredictable climate, increased pest resistance, and declining, increasingly expensive water and energy supplies.	Proposed Society supports and enacts all six of these principles through our mandate and proposed activities
POLICY 2 Enable food production, processing and distribution that will foster a place-based food economy that increases local food security.	this is a key priority of the Society
POLICY 3 Support food waste management that is environmentally sustainable, benefits the regional economy and improves residents' connections to rural and agricultural landscapes	create local food production and distribution systems that minimizes the food waste that is so prevalent in the global food system
7.1 Significantly Reduce Community-Based Greenhouse Gas Emissions	
PRINCIPLE i Create a low-carbon built form to reduce energy demand;	- Minimize concrete on site (earth floor greenhouses, wood chip floor compost piles, etc) - Minimize new on-site infrastructure and equipment purchasing through a policy of partnering, renting and sharing wherever possible
PRINCIPLE IV Protect and assess the carbon sequestration and ecosystem values of natural systems, including forested lands, agricultural lands and wetlands;	practice, educate and promote permanent pasture and regenerative agricultural techniques for carbon sequestering
POLICY II Design, manage, fund and operate programs, services and infrastructure to reduce greenhouse gas emissions to mitigate and adapt to climate change in keeping with the principles outlined in Objective 7.1.	- promote of a plant based diet - Serve as demonstration site for solar and biodiesel use in farming - use reusable and natural material packaging instead of fossil fuel based plastics - use electric vehicles and install EV charging stations

CRD Regional Growth Strategy 2038 TARGETS BY PRIORITY AREA AND OBJECTIVE

Increase the amount of land in crop production for food by 5,000 ha (12,355 acres) to enhance local food security.	• Train new farmers in the agricultural and business skills needed to reach this ambitious target • Offer supports for these new farmers and farm businesses
Reduce community greenhouse gas emissions by 33% (from 2007 levels) by 2020, and by 61% by 2038.	• Sequester carbon through regenerative soil techniques and perennial pastures • increase local organic food consumption and promote lower carbon footprint local and plant based diets

18. Describe all risk factors and risk mitigation strategies, including insurance coverage and indemnities and measures for safety and protection against liability:

1. There is risk that the Sandown land site has significant challenges for viable food production. Poor soil and site condition may impede the ability to achieve the yield and/or timing of production projected in our financials.
 - We are mitigating this risk by assuming a phased approach to production, starting with very small yields for a single crop (gourmet salad mix) in 2020, building to a full complement of produce over 2021-2029, giving us time to learn about the condition of the site, and employ strategies to overcome the damage. In 2021-2023, we have assumed a gradual, 25% increase in yields each year until peak achieved after 4 years of production.
2. There is risk given the Municipal Drainage strategy is not yet complete and plans are not finalized – potential that the ALC looks at what they have got in place now and say that is not allowed. The implication of this risk is that our plans for the Sandown Centre for Regenerative Agriculture may not align with the ultimate drainage strategy.
 - We are mitigating this risk by applying low investment in infrastructure that achieves ecological best practices, stewarding water and soils and using it as a teaching and learning site for riparian water management and holding off on any significant capital / start up costs until the drainage plans are clear and executed.

As the District municipal drainage infrastructure physically cuts right through the LTO site, there is risk of confusion in who takes on responsibility for maintenance, safety liability and ecological stewardship in the drainage area. Specifically:

- The large water catchment ditches with steep, slippery sides are a risk to both humans and animals. This risk could be mitigated through a setback fence erected by the District, and also ensure that farm activities are kept separate from Municipal works (the Society does not wish to pay for additional fencing). This risk could also be mitigated by riparian plantings to discourage humans and animals.
 - The drainage culvert already becomes blocked up with winter debris, causing blockages and unnecessary flooding to the farm production areas. Additionally, the ditch sides currently do not have sufficient vegetation to stop silt from washing downstream, destroying nursery habitat for salmon downstream in Tseycum creek. This can be mitigated by riparian plantings (we can help with recommended plantings, and labour as part of a larger riparian zone management strategy).
 - These risks can be mitigated with clear communication and between LTO and District, legal clarity on the setback and zones of responsibility, and a mutual commitment to sound ecological practices and stewardship on site.
3. There is risk of loss or damage to property or persons on Sandown site due to theft, vandalism or acts of God.
 - We are mitigating this risk by assuming costs to purchase full insurance coverages for the entire 10 year term (including Commercial General, Property & Casualty insurance and Board of Directors insurance)
 4. There is risk the venture runs out of money.
 - We are mitigating this risk with a phased approach to start up capital and infrastructure building as well as anticipating timing of greatest needs for funding from the District in 2020 (Year 1), decreasing to over time and eventually not required (in 2025-2029).
 5. There is risk of change in priorities at all levels of government away from local and sustainable food production.
 - We are accepting this risk as low given the declaration of a climate emergency by all levels of government and the increasing likelihood of disruptions in the global food supply due to the impacts of climate change.
 6. There is risk we don't get as many students applying to the Farm School as projected due to tuition fees being a barrier.
 - We are mitigating this risk by aligning with the Community Workforce Response Grant

(workbc.ca/Employment-Services/Community-Workforce-Response-Grant.aspx) in order to be able to offer the program to successful grant applicants at no cost

7. There is risk that our Leadership Team, Board or staff have difficulty working together and/or we experience unforeseen departures by core team members due to the stress or burden of the start up phase.
- We are mitigating this risk by using our Vancity grant to recognize the market value of people's time in the potentially stressful start up phase.
 - We have also assumed we will receive proactive coaching on social venture team leadership provided by Scale Collaborative and funded through a Innoweave Investment Readiness Program grant.

19. Method, frequency and content of status/progress update reports to be provided to the District:

We propose annual updates in the form of a report and Council presentation to the District coinciding with our annual Society AGM. Content could include financial reports, operational highlights, impact metrics, and photographs celebrating the year's achievements, much like the Flavour Trails report.

20. Disclosure of Conflicts of Interest, if any:

Jen Rashleigh serves on the Community Agricultural Commission and so would either resign from this role or recuse herself from any Sandown related discussion. Jen is happy to follow Staff recommendations on this particular topic.

ADDITIONAL MATERIALS

Team Organisational Structure

Circular Food and Farm Society of Vancouver Island			
ORGANISATION: GOVERNANCE: Executive Directors Jan Rasmussen Lindsay Boyle Board of Directors Dr Ann Eastman Laurin Beale Key Anthony Beale Lucia Ogge Ted Shelton SOCIETY MANAGEMENT & SUPPORT VanCity Connellist Funding Partner (contact Andrea Di Lucca Bullock) Scale Collaborative Paid Advisors Financial Strategy, managing buying non-profits (Gee Hearn, Kelli Ryck, Kelli Farnham-Mason) Accountant: contact to be listed			
SOCIETY KEY OBJECTIVES / ACTIVITIES			
KEY PERSONNEL: Stephen Higgins Key Personnel role: the Farm Manager Laurin Beale Key Personnel role: Livestock Expert	Food production: Commercial production SUPPORTED BY FARM SCHOOL STUDENTS	enhance ecology & biodiversity, soils, land & water Canada Summer Jobs Youth Wage Paid position, Youth Wage role: about 600 food & system health managed by Society Advising per developed partners & advisors WVC students role: about 600 food & system health SUPPORTED WITH FARM SCHOOL STUDENTS	Food production: teaching & learning, support emerging farmers Educational Farm Manager Key Personnel role: leading Farm School, Gap Farm manager SUPPORTED WITH FARM SCHOOL STUDENTS
SUBCONTRACTORS & PAID ADVISORS: Barbara Johnsons Ostermer Paid Advisor role: Sheep/Pasture/Cattle Change Bryon Bealehigh Contractor role: large scale site work: haying	PARTNERS: Pride Pig PARTNER	Barbara Johnsons Ostermer Paid Advisor role: advice on Sheep/Pasture/Cattle Change Taylor Kowczyk Paid Advisor role: advice on integrated water management Peninsula Bioscience PARTNER University of Victoria PARTNER	Dr. Kent Matthews Paid Advisor role: advice on Farm School Dr Dallas Lewis Paid Advisor role: advice on Farm School Kristen Lumbino Sustainable Food Systems PARTNER CRFPA PARTNER
From the RFP: DMS Objectives for BIR: 1 Regional Player in Sustainable Food Production 2 Respect and Work with Natural Ecosystems 3 Build stronger and healthier communities Activities A Develop Commercial Farming, community food growing and food based teaching & learning B Preserve Ecology and Biodiversity of Standalone and surrounding land and water C Organic standards in agricultural practices and additional measures for quality of soil and water			
Finding/Reaching new markets for local/regional food system Laurin Beale Key Personnel role: Market business development SUPPORTED WITH FARM SCHOOL STUDENTS Gayle Pallen Grounded Strategist Paid Advisor role: food marketing & branding strategy			

The North Saanich Fresh Meal Kit Concept

Researched and compiled by Lauren Searle,
Former Business Development Manager for Vancouver SPUD delivery (2014-2019)

The North Saanich Fresh Meal Kit is a direct to consumer meal kit, that provides a healthy recipe and food theme chosen by the Sandown team and a curated set of products to make a meal. We are focused on providing convenient, minimal packaging meal solutions and delivering on the District's goal of local food growing. The focus will be on local and organic food products, with organic certification not necessary.

Based on learnings from the online grocery delivery company SPUD.ca and other CSA farmers, there will be no subscription or long term commitment - orders can be placed week to week by the customer, offering full flexibility and taking summer vacations into account. However, the goal of the Society is to secure enough of a customer base to provide consistent and reliable sales for the growers. The goal is to create a system that appeals to both growers and purchasers.

Kit price is estimated to be \$40 and will target customers in the Capital Regional District who value local food, care about their health, value meal inspiration and the time savings of home delivery. A secondary target is gift givers, for example, those who want to send a kit for birthdays, maternity leave, or new neighbours in North Saanich. Marketing strategies will include storytelling on social media handles, monthly email campaigns showcasing grower and supplier biographies and important food facts, and regular communication with suppliers to understand what is or what is not working. The busy season will run from May to September, with seasonal slow down in October and November.

In **2021** this would justify a full time role to manage the Kit operations (product ordering, marketing and communication with suppliers and customers) from April through to November. The manager would be supported by a very part-time role to create kit recipes that would change each week. The recipes serve to provide convenience, nutritional support, learning and inspiration around cooking different cuisines. This role would only require 3-5 hours of work per week to design and create the recipe and to communicate with the manager.

In **2021** we will offer the kit every other week, to ensure the service is being run effectively and successfully and to ensure the suppliers can adequately meet the demands. We will gain 50 customers and would assume a minimum 8 week ordering period per customer over the 14 weeks the kit is available (May to November). This would take into account kit holds or summer vacations. We will offer locally grown fruits and vegetables, infused vinegars, eggs, organic breads, lamb and greens, from both Sandown and other suppliers in North Saanich.

By 2022, after we secure a strong customer base, prove an operationally viable program and gather quantitative and qualitative feedback from our customers, we plan to offer the kit every week. We will build to 250 customers. This would assume a minimum 14 week ordering period per customer over the 28 weeks the kit is available.

Minimizing waste is an important goal for our team and a needed consideration due to our circular economy principles. We understand that some years crops can yield a surplus of product, or more than expected, and that extra certain products have shorter shelf-lives. To mitigate this issue, we plan to sell second-grade produce, sell high-volume crop items in bulk pricing and partner with local charities/organizations where food can be incorporated into meals. The kits will be delivered in reusable rubbermaid bins, via electric car or electric bicycle. We will offer multiple drop off locations with organizations or institutions whereby partnerships are created and fostered. These partnerships will work to build community and share the Sandown story. Multiple pick up locations will accommodate various mobility needs, including direct to homes for a delivery fee of \$5, or North Saanich schools or churches.

To inform this concept in our proposal to the District of North Saanich, a **survey** was conducted with 6 farmers/suppliers in North Saanich who are interested in being suppliers for the Fresh Meal Kit. The data showed what products they want to supply, quantities, prices and first impressions of the concept.

For year one, the average number of kits that all 6 suppliers could fulfill each week is 70, which further supports our objective of obtaining 50 regular ordering customers.

A few examples of the responses received via the survey:

Snowdon Farm Gourmet shared *"I have a deep passion for strengthening the local food system and am excited about the potential to collaborate on recipe creation for the kits."*

Millstone Farm and Organics stated *"we have been trying to create a kit idea similar to this for a while, because it's convenient, local matters and it can be done sustainably."*

Country Wools shared *"we advocate for other farmers in North Saanich because that's what builds the local food movement."*



Barbara Johnstone P. Ag.
Sandown Community Farm
Advisor: Forage Rotational Grazing Plan
Site Visit February 20, 2020

I have a background in sheep farming, growing up on a small mixed farm, active in 4-H and later attending university to study agriculture and animal nutrition. I have more recently studied climate change, carbon footprinting, and nutrient management planning. I own and manage a commercial, primarily grass and forage-fed sheep flock in the Gulf Islands and have recently planted a hazelnut orchard.

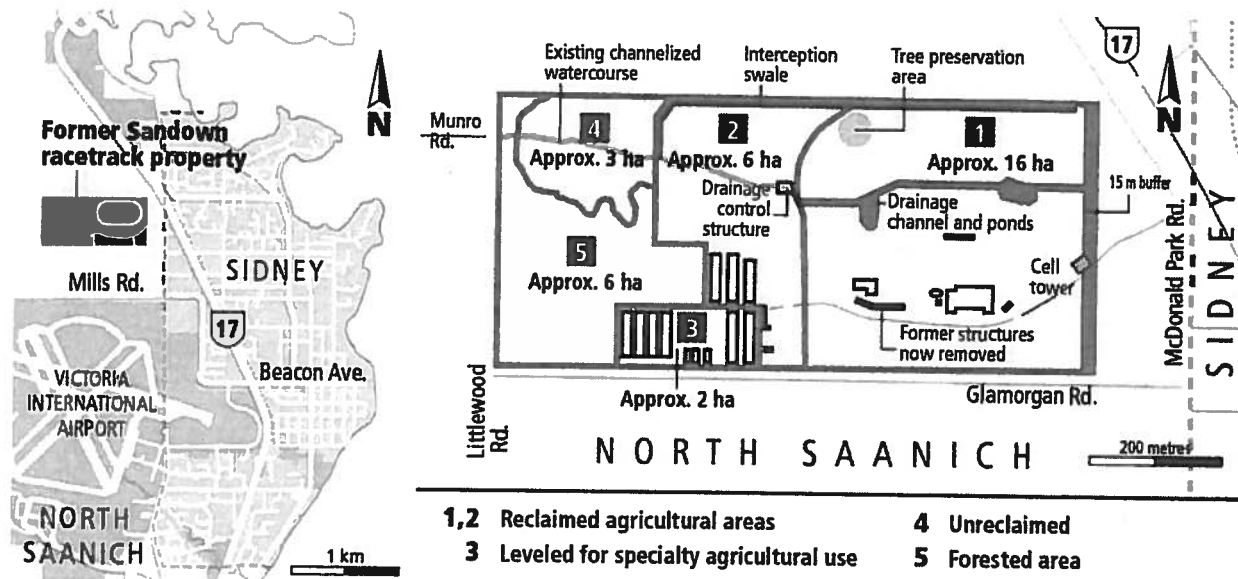
The Sandown land varies in topography and soil type. Part of the land is flooded over the winter rain period. The soil has been remediated yet requires soil-building and drainage to meet its potential. A portion of the site has been identified as a good candidate for soil-building through managed intensive grazing with sheep.

The purpose of implementing managed intensive rotational grazing (MIRG) is to improve the soil health and manage weeds, while providing an opportunity to demonstrate an agroecological approach to livestock management.

The Sandown pastures are planned to become a “key demonstration site for regenerative techniques using livestock; a place for people to be inspired, teach, learn and research.” I agree with this philosophy.

The Sandown site was visited with Jen Rashleigh (Circular Farm and Food Society, co-Executive Director), Lorea Tomsin (Country Wools and Pasture Perfect Lamb, President of Inter Island Sheepbreeders Assn.), Mitchell Morse (Fickle Fig Farm, owner) and Stephen Heggen (Fickle Fig, Farm manager).

The site has been cleared, tilled, and cover crop planted. Some of the cover crop was evident, particularly at the south side near Glamorgan Road. The northern side closest to the drainage channel had been flooded during the winter, and for the cover crop that was able to grow and wasn't drowned, plants were trampled and eaten by resident Canada geese. Although the site had been rock-picked, there was more rock picking to be done.



Portions of area 1 and 2 on the map above are available for pasture grazing. Soils and topography are variable, with the site made up of 40% clay loam Cowichan soil, and 60% silt loam to loam Parksville soil. The Cowichan soil has a persistent and seasonably perched water table, and the Parksville soil is imperfect to poorly drained. There is evidence of soil erosion, despite attempts to plant cover crops.

Area 3 is identified as a site suitable for a winter livestock area, with suitable housing. This area could also be used for some grazing as needed.

The south and east perimeters are deer-fenced. The remainder of the property is yet to be deer-fenced. Interior cross-fences are absent.

The land management team intends to test soils this spring, select areas and seed types for planting, and be responsible for rock-picking, surface tilling and seeding. Water will be connected to the site, and perimeter deer fencing is to be installed.

Challenges and Recommendations

1. Rock-picking will need to continue to prepare the site for seeding, followed by surface tilling.
2. Continue the cover cropping plan of Brian Holl, Ph.D., P. Ag into 2020 for selected areas. This is a comprehensive and well-thought out plan and a good initial step to build the soils. Rye, clover, peas and tillage radish. I have used tillage radish to incorporate organic matter, good for wet, heavy soils and the flowers attract bees. Will self-seed.
3. In areas that are determined to not be submerged by stormwater for extended periods, and if the timing is right and irrigation available, a pasture mix can be planted. I would recommend that given the possible start-date in June, the pasture planting would be more appropriate for Year 2. It is difficult for the tractor to get onto the land in the wetter area in the time frame that planting should occur. (Manually seeding with teams of volunteers? It may be too soft to walk on as well.)
4. There should be an effort to control resident Canada geese through several methods, as well as locate and addle the eggs to discourage long term residency. The CRD has a Regional Goose Management strategy that should be consulted. Resident Canada geese are not native to the

area, they stay throughout the winter and are non-migratory and destructive to many agricultural crops. It is recommended to keep records of numbers of geese, if possible, to measure success. If someone could live on the site, with a good dog trained to keep the geese off the land, that would go a long way to controlling the geese.

5. Monitor the district drainage ditches and keep records. Maintain erosion control. Ensure that the drain into the creek is kept open. Collaborate with the district on this. Note the extent of flooding onto the land, how long the water sits on the surface of the land, and when the water subsides. Water levels in the district drainage ditches fill during the winter rains, starting in November – December and the ground remains too wet for farm equipment well into spring. Equipment can't go in the vicinity of the ditches until late May. This appears to surpass the recommended regional drainage criteria in that runoff from the 10 year, 5 day storm should be removed within 5 days in the dormant period (November 1 to February 28). Between storm events and in periods when drainage is required, the base flow in channels must be maintained at 1.2 m below field elevation.
6. Explore tile drain installation, utilizing funds from the district agriculture fund. This was a recommendation by the Agricultural Land Commission. Discuss the drainage challenge with district engineers.
7. Irrigation of a new planting – may be costly to use the municipal water, so water from ditch and ponds could be considered. It may be a good idea to test the water, since it is stormwater from industrial areas and the edge of the airport.
8. Planting mix recommendation: (Quality Seeds West, Bill Awmack, P. Ag.)

Quality Seeds Wetland Mix (35 lb/acre) with an oats nurse-crop (45-50 lb/acre)

Custom Wetland Mix

30% Cowgirl Tall Fescue

10% Creeping Red Fescue

7% QS Tall Fescue

10% Alsike clover and Single cut red clover mix

33% TITAN Timothy, soft leaf

10% PALATON Reed Canarygrass

Estimated cost for 20 acres of seed : \$2500 for wetland mix, \$500 for oats

Bill Awmack can do a custom mix for sheep, replacing some red clover with white clover, adding a soft-leafed Timothy, and reducing Timothy levels slightly to add a creeping red fescue. Red clover has been said to affect fertility of sheep, although I have read studies indicating that it does not have this effect. To be on the safe side, white clover can be added to the custom mix.

We discussed Reed Canarygrass, it is such a good grass for wet conditions he recommended keeping it in. We have Reed Canarygrass on our home farm, it is the preferred forage in the dry summers for the sheep. We have not found it to be invasive because it is grazed in a managed way. It has also been there so long; it may not be a hybridized variety. I also discussed the pasture mix with Bryce Rashleigh, who is very knowledgeable about Sandown and the growing conditions on the

Peninsula. He also said Reed Canarygrass would do well on the wet soils, and in fact he spent a lot of time removing it all through tillage on the Sandown site.

Reed canarygrass is native to North America, including BC, Europe and Asia. It is common in southern BC, especially in coastal Douglas fir and sub-boreal pine-spruce zones. It grows on wet sites where periodic flooding can occur for extended times. It is slow to establish. There are concerns of invasiveness with Reed Canarygrass if it is not managed or is in a poor site, which was probably the reason it was removed from Sandown. This should be thoroughly discussed but at this time an equivalent grass hasn't been identified. The pasture grasses can be custom mixed, so substitutions are possible.

Palaton reed canarygrass is a low alkaloid variety that is leafy, high yielding, and long lived perennial. It works well on very wet areas and on dry soils.

Titan Timothy is a perennial bunchgrass, palatable and digestible. It does better on wetter sites than drier sites. It did very well in a BC forage council trial.

Creeping red fescue is a long-lived perennial, used for turf, forage and reclamation. It can be grown on wide variety of soils, including clay, loam, sandy loam when enough moisture. Does best in high precipitation areas.

Cowgirl Tall Fescue has a wide range of tolerances and is very durable. Cold and drought tolerant. Soft-leaf can grow in variety of climates and soil types.

Oats are a cool season annual grass. Oats can serve as a "nurse" or companion crop. Nurse crops provide erosion control, help suppress weeds, provide extra forage

9. In the first year of grass-growth, it is possible to mow the grass as an oat-hay forage before the oat seed heads mature. Alternatively, the grass-oat mix could be cut tall and the clippings allowed to mulch into the soil, if the stand is too short for hay. Grazing would require the grass stand to be established for a minimum of three months, watching closely for damage to the crop (i.e. crop being pulled out by roots), and moving animals frequently in a managed intensive rotational grazing system. Keep the stand as tall as manageable to discourage geese grazing. Geese prefer the grass to be short.
10. It may be necessary to repeat the seeding the following year, if flooding and resident Canada geese are problematic. Year to year variations in climate and rainfall are to be expected, we can always hope it works in our favour.
11. The grazing area should be planned for water, salt, mineral and nutrient blocks or tubs which can be moved from cell to cell. Electric fences are frequently used to separate the grazing areas. Grazing plans vary from day to day; sheep are to be checked daily, grass height and condition monitored, records kept.
[https://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/ba3468a2a8681f69872569d60073fde1/c7680c2589c33e8587257c3c00598a03/\\$FILE/pfm-grazing-1-growth-final-press.pdf](https://www1.agric.gov.ab.ca/$department/deptdocs.nsf/ba3468a2a8681f69872569d60073fde1/c7680c2589c33e8587257c3c00598a03/$FILE/pfm-grazing-1-growth-final-press.pdf)

Multi-Functional Silvo-Pasture Plant Species



Peel (Pyrus spp.)



Malberry (Oenothera alba/argyl)



Poplar (Populus spp.)



Locust (Robinia pseudoacacia spp.)



Willow (Salix spp.)

Critical Success Factors

- 1. Creating the Right Silvo-Pasture Conditions for your Economic Context**
 - A silvo-pasture system must be designed to meet the needs of the landowner, the community, and the environment. This includes considering the local climate, soil, and water resources, as well as the local market for the products of the system.
 - The system must be designed to be profitable, sustainable, and resilient to change.
- 2. Managing the System to Meet the Needs of the Landowner**
 - The system must be managed to meet the needs of the landowner, whether that is for timber production, wildlife habitat, or recreation.
 - The system must be managed to be profitable, sustainable, and resilient to change.
- 3. Managing the System to Meet the Needs of the Community**
 - The system must be managed to meet the needs of the community, whether that is for wildlife habitat, recreation, or education.
 - The system must be managed to be profitable, sustainable, and resilient to change.
- 4. Managing the System to Meet the Needs of the Environment**
 - The system must be managed to meet the needs of the environment, whether that is for wildlife habitat, recreation, or education.
 - The system must be managed to be profitable, sustainable, and resilient to change.
- 5. Ensuring the System is Resilient to Change**
 - The system must be managed to be resilient to change, whether that is due to climate change, market changes, or other factors.
 - The system must be managed to be profitable, sustainable, and resilient to change.



Figure 10: The relationship between the number of trees per hectare and the amount of forage available for livestock. The curve shows that forage availability increases with the number of trees, but at a decreasing rate.

Enhanced Wetland

- adding more willows (Salix spp.) & dogwoods (Cornus sericea) that can be used as summer forage for animals



Winter Barn / Compost Bays

- keeps fertility as high on landscape as possible
- deep bedding for winter produce 20-30 cubic yards of C:N balanced material spread back out on the ground each year

Top Flood-Plain Silvo-Pasture Plant Species

- Willow (Salix spp.)** - in poorest drained areas
- Malberry (Oenothera alba/argyl)** - medium drainage
- Poplar (Populus spp.)** - medium drainage
- Peanut (Arachis hypogaea)** - medium-poor drainage
- Black Locust (Robinia pseudoacacia)** - in better drained areas



Hatchet & Seed
Ecological Landscapes • Eco-Design

**Regenerative Flood Plain
Silvo-Pasture Plan**
Sandown Site
North Saanich, BC



Rotational Grazing Plan for the Sandown site

prepared by Mitchell Morse

Purpose: To help remediate the degraded soils and fields of the Sandown location through a perpetual cycle of intensive rotational livestock grazing, cover cropping, and soil building.

Why: Rotational grazing builds a future of healthy soil, reduce soil erosion and runoff, eliminate any need for pesticides/herbicides/and chemical fertilizers, while at the same time saving money to feed various livestock, resulting in healthier grass-fed free-range eggs, pastured pork, goat, lamb, chicken, turkey, and beef. It also adds as much as two tons of dry matter per acre in the amount of forage harvested, as opposed to continuous grazing. The livestock benefit from the access to clean air, feed, and environmental conditions, resulting in a healthier herd/flock.

Livestock: We plan to utilize 2-5 beef cattle, 40 dairy sheep, 10 goats, 20 pigs, 200 chickens, and 50 turkeys in our rotational grazing plan, rotating their paddocks anywhere between two-six days at a time allowing regrowth for optimal nutrition in the chosen forage.

Timeline: We plan on seeding the selected fields in the spring of 2020 with a selection of grasses, legumes, and other appropriate forage, and allowing said selection to establish itself for future light foraging in the fall of 2020, and being put to use in the late spring of 2021. The further use of tilling shall not be needed with the utilization of swine, and cover cropping with further forage if necessary. We plan to have the livestock on the paddocks from about mid March till October, allowing the extreme cold season for rest, whereas the livestock shall reside in appropriate indoor shelters (with selected outdoor access).

How: We see the pasture grazing areas as broken into approximately 1-acre plots, made so by moveable electric fencing, contained within a permanent border fence. This shall take an employee about 1-4 hours a day, 7 days a week, to manage properly, and troubleshoot any problems that arise. Daily observation is needed to adjust schedules, and make course corrections where needed. When the need for supplemental feeding occurs, all measures will be taken to ensure the viability of the grazing fields (i.e.: removing livestock from fields, or moving livestock on to the next paddocks, etc.).

Extra benefits: Manure from the livestock and remnants from supplemental feeding all add passive additional essential fertility to the soil in the forms of nitrogen, potassium and phosphorous, as well as some trace minerals. Any odours from the keeping of livestock are mitigated with the progressive movement of the herd/flock. Parasites within a species are kept at a low point due to inter-species crossover, allowing a healthier livestock.

Regenerative Agriculture versus Conventional Agriculture: SCRA Carbon Sequestration Potential

*Prepared by Ted Sheldon for this RFP submission
Former Climate Change Secretariat for BC Communities
Feb 24, 2020*

It has been estimated that at least 50 percent of the carbon in the earth's soils has been released into the atmosphere over the past centuries. As well, today's food system, "including feed, fertilizer and pesticide manufacture, processing, transportation, refrigeration and waste disposal, accounts for 30% or more of total annual global greenhouse gas emissions." [1] "Bringing that carbon back home through regenerative agriculture is one of the greatest opportunities to address human and climate health, along with the financial well-being of farmers." [2]

The United Nation's international '4p1000' initiative was launched (see release video[3]) at COP 21 (i.e., Paris Agreement) in December 2015. [4] The aim of the initiative is to demonstrate that agriculture, and in particular agricultural soils, can play a crucial role in food security and climate change, particularly if **carbon levels increased in the first 30-40 cm of soil by 0.4%, or 4 parts per thousand per year** (see explanatory video[5]). "Simply put, recent data from farming systems and pasture trials around the globe show that we could sequester more than 100% of current annual CO₂ emissions with a switch to widely available and inexpensive organic management practices, which we term 'regenerative organic agriculture'. These practices work to maximize carbon fixation while minimizing the loss of that carbon once returned to the soil, reversing the greenhouse effect." [6]

As part of international research undertaken by the Project Drawdown initiative, "regenerative agriculture enhances and sustains the health of the soil by restoring its carbon content, which in turn improves productivity—just the opposite of conventional agriculture." At a local scale, their studies indicated that "farms practicing regenerative agriculture, by restoring crops and pasture lands, are seeing soil carbon levels rise from a baseline of 1 to 2 percent by conventional agricultural methods to up to 5 to 8 percent over ten or more years, which can add up to 25 to 60 tonnes of carbon per acre". [7]

The Sandown Centre for Regenerative Agriculture (SCRA) is proposing to focus 45 of the 60-acre property to regenerative agriculture practices. For SCRA, that could translate into 1,125 to 2,700 tonnes of carbon per year, or sequestering carbon dioxide between 4,100 to 9,910 tonnes per year [8]. [9]. [10], roughly the equivalent of from 1,460 to 3,500 cars off the road per year [Note – confirm calculations with Climate Action Secretariat]. [11] If good practices were maintained, the carbon accumulation in soils would continue 20 to 30 years after implementation. SCRA is proposing to split the 45 active acres of farmland into 30 acres for

pasture grazing and 15 acres for vegetable growing. One report suggests that regenerative agricultural practices on pasture land has potential to increase soil organic carbon by 50% over an equivalent area of crop land.[12]

In addition to the importance of organic soils in sequestering carbon:

- Conventional agricultural practices tend to require a larger carbon footprint (e.g., fertilizer and pesticide use, and farming equipment); and
- "Soils rich in organic matter, and by consequence in carbon, are better suited to withstand the impact of climate changes because they are more resistant to erosion and retain water a lot better, especially during extreme events such as droughts." [13]

"If we work with nature, we can reduce our greenhouse gas emissions, maximize carbon sequestration and adapt to the effects of a changing climate." [14]

[1] <https://rodaleinstitute.org/wp-content/uploads/rodale-white-paper.pdf>, page 6.

[1] <https://www.drawdown.org/solutions/food/regenerative-agriculture>, homepage.

[1] <https://vimeo.com/146177360>.

[1] <https://www.4p1000.org/> - Almost 40 countries and 320 institutions and organizations worldwide have joined this movement. Note - Regeneration International is a complementary, collaborative effort of more than 150 companies, farms and institutions – <https://regenerationinternational.org/4p1000/>.

[1] <https://www.4p1000.org/> (see explanatory video).

[1] <https://rodaleinstitute.org/wp-content/uploads/rodale-white-paper.pdf>, page 2.

[1] <https://www.drawdown.org/solutions/food/regenerative-agriculture>

[1] 1tC = 3.67tCO₂ (see

<https://wedocs.unep.org/bitstream/handle/20.500.11822/28453/Foresight013.pdf>, page 2)

[1] Note - estimates for carbon sequestration through improved practices vary considerably as the understanding of the interactions and especially the knowledge of the behavior of soils is still limited - <https://wedocs.unep.org/bitstream/handle/20.500.11822/28453/Foresight013.pdf>, page 7.



Peninsula Streams Society
9860 West Saanich Road
North Saanich BC, V8L 4B2
250-363-6596
PeninsulaStreams@gmail.com

District of North Saanich
1620 Mills Road
North Saanich BC, V8L 5S9

April 30, 2019

To whom it may concern,

Re: Sandown Community Farm EOI for LTO of the District-owned property known as "Sandown".

This letter indicates Peninsula Streams Society's interest in supporting the proposed Sandown Society as Long-term Operator (LTO) of the Sandown site.

Peninsula Streams Society helps coordinate stream restoration and habitat conservation on the Saanich Peninsula. We provide our associated groups with the technical expertise and resources to help achieve their goals. Our goal is to achieve healthy aquatic habitat that supports self-sustaining populations of native species in both freshwater and marine environments. We accomplish this objective through research, restoration, innovative projects, public education and private land stewardship.

I have been in conversation with Jen Rashleigh, primary representative of the proposed Sandown Centre for Regenerative Agriculture, and discussed the possibility of supporting their tenure at Sandown by providing advice and services as needed or requested. Peninsula Streams would be interested in partnering at Sandown in the areas of a) invasive plant species removal and long-term invasives management in the forested areas, and b) offering advice and expertise to ensure that Sandown agricultural activities and water management, as managed by the LTO, have a minimal negative impact on the lands, ditches, streams, and ocean that are interconnected with the Sandown site.

Once the Sandown Society is formally created, and successfully secures a LTO agreement with the District of North Saanich, Peninsula Streams is interested in taking this conversation to the next stage of planning and partnership, and getting the next exciting stage for Sandown underway!

Signed,

Ian Bruce, B.Sc. R.P.Bio
Executive Coordinator

www.peninsulastreams.ca



**MEMORANDUM of UNDERSTANDING
BETWEEN
CIRCULAR FARM AND FOOD SOCIETY AND
UNIVERSITY of VICTORIA COMMUNITY-ENGAGED LEARNING OFFICE**

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (“MoU”), dated February 22, 2020, is between the Circular Farm and Food Society (“CFFS”) a COMMUNITY BASED NON-PROFIT SOCIETY with proposed operations in N. Saanich, BC, CANADA, represented by Jen Rashleigh, Co-Founder; and UNIVERSITY OF VICTORIA, COMMUNITY-ENGAGED LEARNING OFFICE (“CEL-UVic”), an OFFICE WITHIN A PUBLIC ACADEMIC INSTITUTION with its principal place of operations in Victoria, BC, CANADA, represented by Rhianna Nagel; collectively referred to as “the Partners”.

II. PREAMBLES

WHEREAS, CFFS is a COMMUNITY BASED NON-PROFIT SOCIETY formed in 2019 as an instrument for community development, regenerative agriculture research and action, with the goal of BUILDING A JUST AND SUSTAINABLE FOOD SYSTEM on the Saanich Peninsula, BC. CFFS is devoted to: 1) land and marine conservation 2) stewardship and restoration; and 3) food systems education and public awareness;

WHEREAS, CEL-UVic is an Office WITHIN A PUBLIC ACADEMIC INSTITUTION with the community-engagement goals of contributing to UVic as a hub for excellence for community-engaged scholarship; increasing opportunities for all UVic students to have an engaged experience as part of their education; and leveraging the university’s strengths and strategic commitment to sustainable social, cultural and economic development in our local region. CEL-UVic supports all academic units within the institution – all of which have some level of engagement with community through research, learning and outreach;

WHEREAS, this MoU has as its objective the collaboration and participation of the Partners towards regenerative agriculture, education, research and community engagement on the Saanich Peninsula; this MoU thus clarifies intended scientific, technical, financial and institutional collaboration in these areas;

WHEREAS, the Partners have been working together for four years (even prior to the formal creation of the CFFS) in aspects of experiential learning and research offered through the School of Environmental Studies and the Department of Geography; and resulting from very positive student experiences therein; and

WHEREAS, the objectives of the Partners are complementary;

THEREFORE, for the good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Partners wish to continue working together and in compliance with the following clauses:

III. GOALS

The goals of this MoU are the following: 1) that the Partners enhance their work and outcomes through collaboration in priority areas of mutual interest; and 2) that the Partners benefit from this formal mutual understanding of their collective work.

IV. AREAS OF COLLABORATION

Ecosystem Restoration.
Regenerative Agriculture.
Education.
Research (both student and faculty).
Community Engagement.

V. EXAMPLES of POTENTIAL ACTIVITIES within AREAS OF COLLABORATION

Field courses, Research projects, Student independent studies, Coop Work Term, Fundraising proposals, Communications

VI. RESPONSIBILITIES OF CFFS UNDER THIS AGREEMENT

- a. Notify CEL-UVic about project opportunities for students and faculty.
- b. Work collaboratively with students in conducting their projects by providing guidance and allowing Access, where relevant and applicable, to CFFS information, tools and equipment.
- c. Strive to protect student safety, and arrange for on-site training and supervision for students participating in CFFS -led projects or programs.
- d. Where possible, provide advanced booking opportunities to CEL-UVic for learning opportunities at the CFFS.
- e. Provide letters of support for funding applications submitted by CEL-UVic for student projects and Research.
- f. Where possible, work with CEL-UVic partner with UVic staff and faculty on research projects that have mutual benefit and pertain to the above-defined Areas of Collaboration.
- g. Where possible, Work with CEL-UVic to include UVic faculty and students on funding proposals for projects that pertain to the above-defined Areas of Collaboration.
- h. Support communication efforts for projects and research conducted through CEL-UVic.
- i. Where possible, work with CEL-UVic to offer knowledge mobilization events at Sandown and at UVic.
- j. Meet annually to discuss the value and direction of the MoU.

VII. RESPONSIBILITIES OF CEL-UVic UNDER THIS AGREEMENT

- a. Ensure that projects taking place on CFFS properties are approved by the CFFS. Co-design projects where appropriate.
- b. Where possible, provide in kind support related to the use of the CFFS facilities for student projects.
- c. Ensure that all CEL-UVic students have provided Informed Consent in relation to possible liabilities and with this information can take precautions for their safety (see Appendix 1 for example).
- d. Provide appropriate remuneration for the use of the CFFS facilities based on the current-year fee schedule.
- e. Provide letters of support for funding applications submitted by the CFFS for student projects and research.
- f. Where possible, facilitate partnerships with the CFFS on research projects that have mutual benefit and pertain to the above-defined Areas of Collaboration.
- g. Where possible, facilitate the inclusion of the CFFS on funding proposals for projects that pertain to the above-defined Areas of Collaboration.
- h. Support communication efforts for projects and research conducted on SCRA property and/or as part of a research or project partnership.
- i. Where possible, work with CFFS to offer knowledge mobilization events at Sandown and at UVic.
- j. Meet annually to discuss the value and direction of the MoU

VIII. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

CFFS: JEN RASHLEIGH CO-FOUNDER 10211 West Saanich Road North Saanich, BC V8L 5T8	CEL-UVic: RHIANNA NAGEL COORDINATOR 3800 Finnerty Rd. Victoria BC. V8P 5C2 250-721-8803
--	---

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

IX. USE OF INTELLECTUAL PROPERTY

All intellectual property is the sole and exclusive property of the party or creator that developed it.

All intellectual property jointly developed by the parties is jointly owned by the parties.

Each party hereby grants to the other party a non-exclusive, fully paid-up, royalty-free, worldwide and perpetual license to use all intellectual property developed through activities covered under this MoU for non-commercial purposes including, without limitation, research, teaching, community outreach and academic purposes.

The UVic Policy on Intellectual Property, which is a creator owned policy, shall apply to CEL-UVic's interest in all intellectual property.

X. PUBLICATION

Subject to article IX, both parties agree that the results of research undertaken under this MoU may be publishable. The parties therefore agree, subject to any third party rights, or commercialization protection, that researchers (including students) engaged in projects shall not be restricted from presenting at symposia or professional meetings or from publishing in journals or other publications accounts of research undertaken by such party, provided that each party provides the other with copies of any proposed publication or presentation at least one month in advance of such presentation or publication date.

XI. EFFECTIVE DATES AND AMENDMENTS

This MoU shall take effect upon signing by both Partners and shall remain in effect for a period of three (3) years from that date.

The MoU may be renewed at the end of this period by mutual written agreement by both Partners.

The provisions of this MoU may only be amended or waived by mutual written agreement by both Partners.

The Partners will meet once annually to brainstorm future details and share feedback, grievances, and/or celebrate the MoU.

The individuals signing this MoU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MoU shall have been duly executed by the entity each represents.

XII. TRANSFER OF FUNDS

The parties acknowledge and agree that this MoU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MoU. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein and will be spent solely in accordance with the agreed upon budget and the line items contained therein.

XIII. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this MoU as a Legal Partnership or take any action inconsistent with such intention.

XIV MISCELLANEOUS

This MoU is the entire agreement between the parties with respect to its subject matter. This MoU cannot be delegated or assigned by either party without the prior written consent of the other, shall be governed by and construed according to the laws of British Columbia and shall enure to the benefit of and be binding upon the successors and the permitted assigns of the parties. No variation or modification of this MoU and no waiver of its provisions or conditions shall be valid unless in writing and signed by a duly authorized signatory for each Partner. This MoU may be signed in separate counterparts, which may be transmitted by electronic mail or facsimile, and each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one instrument. The headings and section numbers in this MoU are included for convenience of reference only and shall not affect its interpretation or meaning.

FOR CIRCULAR FARM AND FOOD SOCIETY

Name: Jen Rashleigh

Title: Co-Founder Circular Farm and Food Society

Date: February 20, 2020

Signature: Jen Rashleigh

Witness: _____

FOR UVIC COMMUNITY-ENGAGED LEARNING OFFICE

Name: Rhianna Nagel

Title: CEL Coordinator, University of Victoria

Date: February 25, 2020

Signature: Rhianna Nagel

Witness: _____

APPENDIX 1: Example of Informed Consent Form used for Field Course

Informed Consent

Name of Participant: _____

Address of Participant: _____

Preamble

The University of Victoria – ES 441/ER 411 field intensive program – (the “Program”), is an exceptional opportunity, but it is not without certain risks, dangers and hazards to all Participants. These include, but are not limited to: delay or inconvenience, program cancellation or curtailment, increased risk to health, the loss of personal property, injury and even death.

All persons taking part in the Program are required to accept these and other risks as a condition of their participation. The University of Victoria will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the Program.

The Statement of Risks set forth below is intended to enable Participants to better understand and accept the various risks involved in the Program.

Statement of Risks

The Program involves the risks inherent in field travel. These include, but are not limited to: poor road and transportation systems, limited or poor access to health care professionals or facilities, challenging terrain and exposure to wildlife and biting insects, and proximity to water and ocean shoreline, all of which may result in increased risks to the Participant's health, damage to or loss of the Participant's property, injury of the Participant or even death.

It is the responsibility of each Participant in the Program to learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate.

I, _____, am aware that the Program involves many risks, dangers and hazards including, but not limited to those referred to in the Preamble and the Statement of Risks set forth above. I am also aware that my participation in the Program is voluntary. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of delay or inconvenience, Program cancellation or curtailment, the loss of, or damage to, personal property, injury to my health, bodily injury and even death.

Signed this _____ day of _____, 20____

_____ Signature of Participant or Guardian

_____ Name of Participant or Guardian (printed)

_____ Witness Signature

_____ Printed Name of Witness (aged 19 or older)

This Agreement must be completed in full, signed, dated, and witnessed before the Participant may begin the Program.

Sandown Centre for Regenerative Agriculture
Summary Revenue and Expense and Cash Flow 2020-2029

	2020	2021	2022	2023	2024	2025-29
Revenues						
Farm School Revenue	\$ 341,200	\$ 473,449	\$ 424,761	\$ 455,465	\$ 396,431	\$ 2,059,655
Society Revenue	\$ 34,750	\$ 41,720	\$ 49,820	\$ 53,270	\$ 60,220	\$ 308,600
Total Revenues	\$ 375,950	\$ 515,169	\$ 474,581	\$ 508,735	\$ 456,651	\$ 2,368,255
Expenses						
Farm School Expenses	\$ 115,360	\$ 300,366	\$ 314,003	\$ 300,291	\$ 308,542	\$ 1,637,828
Society Expenses	\$ 38,120	\$ 98,883	\$ 104,584	\$ 107,554	\$ 109,574	\$ 608,268
Total Expenses	\$ 153,480	\$ 399,249	\$ 418,587	\$ 407,846	\$ 418,116	\$ 2,246,095
Net Income/Loss	\$ 222,470	\$ 115,919	\$ 55,994	\$ 100,889	\$ 38,535	\$ 122,160
Starting Cash (bank balance as at July 1st, 2020)	\$ 5,500	\$ 94,470	\$ 88,489	\$ 97,983	\$ 110,372	\$ 129,407
Add: Loan Funds/(Repayment) (patient capital loan)	\$ 50,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 34,496
Add: Net Income/(Loss)	\$ 222,470	\$ 115,919	\$ 55,994	\$ 100,889	\$ 38,535	\$ 122,160
Subtract: Start-up Costs & Capital	\$ 183,500	\$ 121,900	\$ 41,500	\$ 83,500	\$ 9,500	\$ 67,500
Closing Cash	\$ 94,470	\$ 88,489	\$ 97,983	\$ 110,372	\$ 129,407	\$ 149,572

Sandown Centre for Regenerative Agriculture
Circular Farm & Food Society Core Revenue & Expense 2020 to 2029

	2020	2021	2022	2023	2024	2025-29
Revenues						
Donations & Fundraising	\$ 1,350	\$ 3,600	\$ 6,750	\$ 6,750	\$ 6,750	\$ 33,750
Grants	\$ 25,000	\$ 21,920	\$ 21,920	\$ 21,920	\$ 21,920	\$ 109,600
Lease Fees	\$ 1,200	\$ 1,800	\$ 3,300	\$ 3,300	\$ 4,300	\$ 29,000
Licence Fees	\$ 3,750	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 37,500
Membership Fees (Includes event participation)	\$ 3,450	\$ 6,900	\$ 10,350	\$ 13,800	\$ 19,750	\$ 98,750
Total Revenues	\$ 34,750	\$ 41,720	\$ 49,820	\$ 53,270	\$ 60,220	\$ 308,600
Expenses						
Wages, Salaries & Benefits	\$ 20,930	\$ 62,983	\$ 63,511	\$ 65,099	\$ 66,727	\$ 377,475
Accounting	\$ 6,000	\$ 12,000	\$ 12,300	\$ 12,608	\$ 12,923	\$ 73,104
Information Technology	\$ 500	\$ 1,000	\$ 1,025	\$ 1,051	\$ 1,077	\$ 6,092
Insurance	\$ 1,240	\$ 1,240	\$ 1,240	\$ 1,240	\$ 1,240	\$ 6,200
Professional Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,000	\$ 6,000
Rent (office, venues, office supplies etc.)	\$ 740	\$ 740	\$ 5,540	\$ 5,540	\$ 5,540	\$ 27,700
Soil remediation services using livestock	\$ 3,750	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 37,500
Telephone	\$ 960	\$ 1,920	\$ 1,968	\$ 2,017	\$ 2,068	\$ 11,697
Travel Costs	\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,500
Web and Internet	\$ -	\$ 6,000	\$ 6,000	\$ 8,000	\$ 8,000	\$ 50,000
Total Expenses	\$ 38,120	\$ 98,883	\$ 104,584	\$ 107,554	\$ 109,574	\$ 608,268
Net Income/Loss	\$ (3,370)	\$ (57,163)	\$ (54,764)	\$ (54,284)	\$ (49,354)	\$ (299,668)

Sandown Centre for Regenerative Agriculture
Farm School Revenue & Expense 2020-2029

	2020	2021	2022	2023	2024	2025-29
Revenues						
District of North Saanich Agricultural Fund (repayment)	\$ 300,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ -	\$ (200,000)
Community Events	\$ -	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 30,000
Grants—Committed	\$ 20,000	\$ 12,000	\$ 8,000	\$ -	\$ -	\$ -
Grants—Unconfirmed	\$ 6,200	\$ 60,200	\$ 55,200	\$ 4,000	\$ 4,000	\$ 20,000
Produce Sales (Direct)	\$ 15,000	\$ 105,249	\$ 131,561	\$ 117,465	\$ 146,831	\$ 734,155
Produce Sales (Fresh Meal Kit)	\$ -	\$ 32,000	\$ 64,000	\$ 168,000	\$ 176,000	\$ 920,000
Program Fees	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ 18,000
Tours	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,500
Tuition	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 500,000
Total Revenues	\$ 341,200	\$ 473,449	\$ 424,761	\$ 455,465	\$ 396,431	\$ 2,059,655
Expenses						
Wages, Salaries & Benefits	\$ 83,030	\$ 230,506	\$ 231,242	\$ 198,563	\$ 203,527	\$ 1,151,361
Classroom rental	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 7,500
Cold storage rental	\$ -	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 16,000
Contracted Farm Manager	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Contracted Tradespeople	\$ 8,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Contracted Culinary Coordinator (Fresh Meal Kit)	\$ -	\$ 2,800	\$ 2,800	\$ 2,870	\$ 2,942	\$ 16,642
Consultants	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ecommerce cost (Fresh Meal Kit)	\$ -	\$ 1,600	\$ 2,500	\$ 5,750	\$ 5,750	\$ 25,000
Equipment Leasing & Rental	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000
Event costs	\$ -	\$ 6,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 42,500
Farmer honoraria (farm visits)	\$ -	\$ 900	\$ 900	\$ 900	\$ 900	\$ 4,500
Guest instructors (special topics)	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Hydro Power Usage	\$ 1,200	\$ 2,400	\$ 2,520	\$ 2,646	\$ 2,778	\$ 14,586
Packaging Costs	\$ 700	\$ 6,750	\$ 8,200	\$ 10,250	\$ 12,700	\$ 25,850
Planting Costs incl. seed	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Purchased Produce & Product (Fresh Meal Kit)	\$ -	\$ 6,400	\$ 12,800	\$ 25,520	\$ 25,520	\$ 127,600
Program & Tours Costs	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 3,000
Repairs & Maintenance	\$ -	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Tractor Fuel, Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 10,000
Vehicle Fuel & Fluids	\$ -	\$ -	\$ -	\$ 100	\$ 100	\$ 500
Vehicle Insurance	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 10,000
Vehicle Lease / Rental	\$ 2,080	\$ 4,680	\$ 4,680	\$ -	\$ -	\$ -
Vehicle Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 5,000
Water for intensive irrigation for vegetable growing	\$ 150	\$ 900	\$ 900	\$ 1,200	\$ 1,200	\$ 6,000
Waste disposal	\$ 1,200	\$ 1,230	\$ 1,261	\$ 1,292	\$ 1,325	\$ 6,788
Total Expenses	\$ 115,360	\$ 300,366	\$ 314,003	\$ 300,291	\$ 308,542	\$ 1,637,828
Net Income/Loss	\$ 225,840	\$ 173,083	\$ 110,758	\$ 155,174	\$ 87,889	\$ 421,828

Sandown Centre for Regenerative Agriculture
Farm School Revenue Plan 2020-2029

	2020	2021	2022	2023	2024	2025-29
Arugula						
Yield in lbs	-	1,600	2,000	2,500	3,125	15,625
Price/lb.	\$ -	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.65
Arugula Revenue	\$ -	\$ 21,840	\$ 27,300	\$ 34,125	\$ 42,656	\$ 213,281
Basil						
Yield in lbs	-	600	750	938	1,172	5,859
Price/lb.	\$ -	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00
Basil Revenue	\$ -	\$ 11,400	\$ 14,250	\$ 17,813	\$ 22,266	\$ 111,328
Beets						
Yield in lbs	-	1,500	1,875	2,344	2,930	14,648
Price/lb.	\$ -	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Beets Revenue	\$ -	\$ 2,100	\$ 2,625	\$ 3,281	\$ 4,102	\$ 20,508
Broccoli						
Yield in lbs	-	600	750	938	1,172	5,859
Price/lb.	\$ -	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
Broccoli Revenue	\$ -	\$ 1,500	\$ 1,875	\$ 2,344	\$ 2,930	\$ 14,648
Carrots						
Yield in lbs	-	3,600	4,500	5,625	7,031	35,156
Price/lb.	\$ -	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45
Carrots Revenue	\$ -	\$ 5,220	\$ 6,525	\$ 8,156	\$ 10,195	\$ 50,977
Kale						
Yield in lbs	-	900	1,125	1,406	1,758	8,789
Price/lb.	\$ -	\$ 3.30	\$ 3.30	\$ 3.30	\$ 3.30	\$ 3.30
Kale Revenue	\$ -	\$ 2,970	\$ 3,713	\$ 4,641	\$ 5,801	\$ 29,004
Melons						
Yield in fruits	-	2,500	3,125	3,906	4,883	24,414
Price/lb.	\$ -	\$ 1.28	\$ 1.28	\$ 1.28	\$ 1.28	\$ 1.28
Melons Revenue	\$ -	\$ 3,200	\$ 4,000	\$ 5,000	\$ 6,250	\$ 31,250
Pole Beans						
Yield in lbs	-	500	625	781	977	4,883
Price/lb.	\$ -	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25
Pole Beans Revenue	\$ -	\$ 1,125	\$ 1,406	\$ 1,758	\$ 2,197	\$ 10,986
Romaine lettuce						
Yield in heads	-	800	1,000	1,250	1,563	7,813
Price/head	\$ -	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60
Romaine Revenue	\$ -	\$ 2,080	\$ 2,600	\$ 3,250	\$ 4,063	\$ 20,313
Salad Mix						
Yield in lbs	1,000	5,000	6,250	7,813	9,766	48,828
Price/lb.	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Salad Mix Revenue	\$ 15,000	\$ 75,000	\$ 93,750	\$ 117,188	\$ 146,484	\$ 732,422
Spinach						
Yield in lbs	-	800	1,000	1,250	1,563	7,813
Price/lb.	\$ -	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.65
Spinach Revenue	\$ -	\$ 10,920	\$ 13,650	\$ 17,063	\$ 21,328	\$ 106,641
Tomatoes--cherry						
Yield in lbs	-	1,800	2,250	2,813	3,516	17,578
Price/lb.	\$ -	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Tomatoes--cherry Revenue	\$ -	\$ 9,000	\$ 11,250	\$ 14,063	\$ 17,578	\$ 87,891
Tomatoes--medium slicers						
Yield in lbs	-	2,000	2,500	3,125	3,906	19,531
Price/lb.	\$ -	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.60
Tomatoes--medium slicers Revenue	\$ -	\$ 7,200	\$ 9,000	\$ 11,250	\$ 14,063	\$ 70,313
Revenue Direct Sales	\$ 15,000	\$ 150,355	\$ 187,944	\$ 234,930	\$ 293,662	\$ 1,468,311

NB: In Farm School Revenues, Direct Sales revenue is reduced by 30-50% of total--excess product is going to Fresh Meal Kits

Sandown Centre for Regenerative Agriculture
Farm School Revenue Plan 2020 to 2029 (continued)

	2020	2021	2022	2023	2024	2025-29
Events						
Melon Festival	\$ -	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Tomato Festival	\$ -	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Lecture Series & Long Table Dinners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Event Revenues	\$ -	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 30,000
Fresh Meal Kit						
# of Customers	0	50	100	250	250	250
# of Weeks	0	16	16	16	16	80
Price/box	0 \$	40.00 \$	40.00 \$	42.00 \$	44.00 \$	46.00
Fresh Meal Kit Revenues	0 \$	32,000 \$	64,000 \$	168,000 \$	176,000 \$	920,000
Programs						
# of Programs	0	-	-	-	1	5
# of Students per program	0	-	-	-	12	12
Program Fee	\$ -	\$ -	\$ -	\$ -	300 \$	300
Program Fees	0 \$	- \$	- \$	- \$	3,600 \$	18,000
Tours						
# of Tours	0	-	-	-	-	75
# of Visitors / Tourists per tour	0	-	-	-	-	10
Tour Fee	\$ -	\$ -	\$ -	\$ -	\$ -	50
Tour Fees	0 \$	- \$	- \$	- \$	- \$	37,500
Farm School						
# of Farm School Students	0	12	12	12	12	100
Tuition Fee	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Tuition Fees	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 500,000

Sandown Centre for Regenerative Agriculture
Start-up Costs & Capital Plan 2020-2029

	2020	2021	2022	2023	2024	2025-29
Overall Site						
Compost system	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
EV charging station (2)	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -
Fencing	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
Power hookup	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
Riparian Planting	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -
Road construction	\$ 7,000	\$ -	\$ 7,000	\$ -	\$ -	\$ -
Site Preparation (machine)--rock picking, tilling, seeding	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -
Soil testing (nutrient analysis, contamination)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Solar unit purchase	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -
Toilet Rental	\$ 1,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Water hookup from CRD	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -
Farm main and lateral lines	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Overall Site Start-up & Capital costs	\$ 109,400	\$ 19,900	\$ 10,000	\$ 3,000	\$ 3,000	\$ 15,000
Farm School Infrastructure						
Amendments	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500
Classroom use for students	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Curriculum development	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Curriculum 'augmentation' / purchases	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Compost units (for student plots)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Processing: Washing Stations/Temp Storage	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Greenhouse construction	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Hoophouse construction	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 20,000
Irrigation system	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
On-farm shed and washing station	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -
Mobile post harvest unit incl. commercial salad spinner	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -
Storage, cool, temp	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -
Website (incl. Fresh Meal Kit Order Platform)	\$ 4,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
Van	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -
Farm School Start-up & Capital costs	\$ 46,500	\$ 100,500	\$ 31,500	\$ 36,500	\$ 6,500	\$ 52,500
Farm Equipment						
Disc attachment	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
Mower attachment (mulching)	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -
Hand tools	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Production equipment (trays, tables, lights, etc.)	\$ -	\$ 1,500	\$ -	\$ 500	\$ -	\$ -
Keyline plough + tractor rental & operator	\$ 2,600	\$ -	\$ -	\$ -	\$ -	\$ -
Rototiller & attachments	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
Tractor	\$ -	\$ -	\$ -	\$ 32,000	\$ -	\$ -
Geo-Textile containers + ground fabric	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Farm Equipment Start-up & Capital costs	\$ 27,600	\$ 1,500	\$ -	\$ 44,000	\$ -	\$ -
TOTAL Start-up & Capital costs	\$ 183,500	\$ 121,900	\$ 41,500	\$ 83,500	\$ 9,500	\$ 67,500

Sandown Centre for Regenerative Agriculture
Staffing Plan 2020-2029

Circular Farm & Food Society Staffing Plan												
Position	2020				2021				2022			
	Hourly	Hourly/wk	Weeks/Yr	Total	Hourly	Hours/wk	Weeks/Yr	Total	Hourly	Hours/wk	Weeks/Yr	Total
Executive Director (0.5 FTE)	\$ 35.00	20.0	26.0	\$ 18,200	\$ 35.00	20.0	52.0	\$ 36,400	\$ 35.00	20.0	52.0	\$ 36,400
Indigenous youth hire (8 wks x \$16/hr x 35 x 2 hires)					\$ 16.40	70.0	16.0	\$ 18,368	\$ 16.81	70.0	16.0	\$ 18,827
Subtotal		20.0		\$ 18,200		90.0		\$ 54,768		90.0		\$ 55,227
MERCS Load @ 15%				\$ 2,730				\$ 8,215				\$ 8,284
Total Staffing Costs				\$ 20,930				\$ 62,983				\$ 63,511
Farm School Staffing Plan												
Position	2020				2021				2022			
	Hourly	Hourly/wk	Weeks/Yr	Total	Hourly	Hours/wk	Weeks/Yr	Total	Hourly	Hours/wk	Weeks/Yr	Total
Executive Director (0.5 FTE)	\$ 35.00	20.0	26.0	\$ 18,200	\$ 35.00	20.0	52.0	\$ 36,400	\$ 35.00	20.0	52.0	\$ 36,400
Educational Farm Manager (Farm School)	\$ 30.00	20.0	26.0	\$ 15,600	\$ 30.00	35.0	52.0	\$ 54,600	\$ 30.00	35.0	52.0	\$ 54,600
Direct Sales / Marketing Manager	\$ 30.00	40.0	26.0	\$ 31,200	\$ 30.00	40.0	52.0	\$ 62,400	\$ 30.00	40.0	52.0	\$ 62,400
Salad Mix Start up lead	\$ 20.00	12.0	20.0	\$ 4,800	\$ 20.00	12.0	20.0	\$ 4,800	\$ 20.00	12.0	20.0	\$ 4,800
Salad Mix Start up team member/ student	\$ 15.00	8.0	20.0	\$ 2,400	\$ 15.50	8.0	20.0	\$ 2,480	\$ 16.00	8.0	20.0	\$ 2,560
Fresh Meal Kit Manager (FT)					\$ 20.00	40.0	28.0	\$ 22,400	\$ 20.00	40.0	28.0	\$ 22,400
Fresh Meal Kit Student (FT)					\$ 15.50	40.0	28.0	\$ 17,360	\$ 16.00	40.0	28.0	\$ 17,920
Subtotal		100.0		\$ 72,200		195.0		\$ 200,440		195.0		\$ 201,080
MERCS Load @ 15%				\$ 10,830				\$ 30,066				\$ 30,162
Total Staffing Costs				\$ 83,030				\$ 230,506				\$ 231,242