



Regional District of Central Kootenay
COMMUNITY SUSTAINABLE LIVING ADVISORY COMMITTEE
Open Meeting Agenda

Date: Tuesday, April 18, 2023
Time: 1:00 pm
Location: RDCK Board Room, 202 Lakeside Dr., Nelson, BC

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Meeting Time:

Tuesday, April 18, 2023
1:00 PM | Pacific Time (US & Canada) | 2 hrs

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=ma555dceab53a6aa7634f66182b50c54f>

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2773 581 2962

Meeting Password: qGdebqWU643

In-Person Location: RDCK Boardroom, 202 Lakeside Drive, Nelson, BC

2. CALL TO ORDER

Chair Popoff called the meeting to order at _____ p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

RECOMMENDATION:
The Agenda for the April 18, 2023 Community Sustainable Living Advisory Committee meeting be adopted as circulated.

5. RECEIPT OF MINUTES 4 - 8
The February 14, 2023 Community Sustainable Living Advisory Committee minutes, have been received.

6. STAFF REPORTS

6.1 STAFF UPDATES 9 - 21
The Staff Report dated April 18, 2023 from Paris Marshall Smith, Sustainability Planner, has been received.

7. OLD BUSINESS

7.1 FOR DISCUSSION: GRID RESILIENCE PILOT - LINKS 2nd EVALUATION 22 - 27
The Committee Report dated March 27, 2023 from Paris Marshall Smith, Sustainability Planner, has been received.

RECOMMENDATION:
That the Board provide \$6,500 to support a Lardeau Valley Opportunity LINKS Society pilot of residential power back up/renewable home assessment & rebates from Community Sustainable Living Advisory Service (\$105).

7.2 FOR DISCUSSION: SELKIRK COLLEGE COLLABORATIVE RESEARCH AGREEMENT - DRINKING WATER AND WATERSHED PROTECTION SERVICE CASE ANALYSIS 28 - 42
The Committee Report dated March 27, 2023 from Paris Marshall Smith, Sustainability Planner, has been received.

RECOMMENDATION:
That the Board approve the RDCK enter into a Collaborative Research Agreement with Selkirk College for for Drinking Water and Watershed Protection Service Case Analysis for the period of May 1, 2023 and September 30, 2023.

8. PUBLIC TIME
The Chair will call for questions from the public and members of the media at _____ p.m.

9. NEXT MEETING

The next Community Sustainable Living Advisory Committee meeting is scheduled for June 13, 2023 at 1:00 p.m.

10. ADJOURNMENT

RECOMMENDATION:

The Community Sustainable Living Advisory Committee meeting be adjourned at _____ p.m.



**Regional District of Central Kootenay
COMMUNITY SUSTAINABLE LIVING ADVISORY COMMITTEE**

Open Meeting Minutes

Tuesday, February 14, 2023 at 9:00 a.m.

RDCK Hybrid Meeting

COMMISSION MEMBERS PRESENT

Chair W. Popoff	Electoral Area H	In-person
Director G. Jackman	Electoral Area A	
Director R. Tierney	Electoral Area B	
Director K. Vandenberghe	Electoral Area C	
Director A. Watson	Electoral Area D	
Director C. Graham	Electoral Area E	In-person
Director T. Newell	Electoral Area F	
Director H. Cunningham	Electoral Area G	In-person
Director A. Davidoff	Electoral Area I	
Director H. Hanegraaf	Electoral Area J	In-person
Director T. Weatherhead	Electoral Area K	In-person
Director S. Hewat	Village of Kaslo	
Director C. Ferguson	Village of Silverton	

GUEST

Dan Gatto	South Kootenay Lake Community Services Society
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STAFF PRESENT

S. Horn	Chief Administrative Officer
S. Sudan	General Manager of Development and Community Sustainability Services
C. Johnson	Manager of Community Sustainability
P. Marshall-Smith	Sustainability Planner
S. Kindred	Administrative Assistant, Development & Community Sustainability Services

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Join by Video:

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Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2771 236 9830

Meeting Password: pgJyvNmP732

In-Person Location:

Nelson Office - RDCK Boardroom

202 Lakeside Drive, Nelson, BC

2. CALL TO ORDER

Chair Popoff called the meeting to order at 1:00 p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

Moved and seconded,

And Resolved:

The Agenda for the February 14, 2023 Community Sustainable Living Advisory Committee meeting be adopted with the following amendments:

- moving Item 7.2.1 Delegate after Item 5.0 Minutes and change Delegate to Item 6.0;
- inclusion of Item 8.2.3 Nakusp Food System Enhancement Plan; and
- inclusion of an update on electric car charging during the Staff Update

before circulation.

Carried

5. RECEIPT OF MINUTES

The Minutes for the November 29, 2022 Community Sustainable Living Advisory Committee meeting be received with the inclusion of a motion after Item 8.0 Minutes for Freedom of the Floor.

6. DELEGATE

Dan Gatto, from South Kootenay Lake Community Services Society presented Kootenay Lake Geothermal Project - Phase Two, to the Committee.

7. STAFF REPORTS

7.1 STAFF REPORT

The Staff Report dated February 14, 2023 from Paris Marshall Smith, Sustainability Planner, has been received.

8. OLD BUSINESS

8.1 FOR INFORMATION: CSLAC 2023 ACTIONS AND WORKPLAN

The CSLAC 2023 Actions and Work Plan presentation from Paris Marshall Smith, Sustainability Planner, has been received.

8.2 FOR DISCUSSION: 2023 CSLAC DRAFT BUDGET

The CSLAC 2023 Draft Budget presentation from Chris Johnson, Manager of Community Sustainability, has been received.

8.2.1 FOR INFORMATION: LIVING LAKES GROUND WATER MONITORING

The Committee Report dated November 10, 2022 from Paris Marshall Smith, Sustainability Planner, has been received.

Original Item 12.3 from November 29, 2022 CSLAC Agenda

Moved and seconded

And resolved that it be recommended to the Board:

That the Board direct staff to defer the Living Lakes Canada 2023 Columbia Basin Groundwater Monitoring application to August 2023 for consideration as part of the 2024 CSLAC budget.

Carried

8.2.2 FOR INFORMATION: KOOTENAY LAKE WATERSHED MONITORING PROGRAM

The Committee Report dated November 10, 2022 from Paris Marshall Smith, Sustainability Planner, has been received.

Original Item 12.4 from November 29, 2022 CSLAC Agenda

Moved and seconded

And resolved that it be recommended to the Board:

That the Board direct staff to defer the Friends of Kootenay Lake CABIN Monitoring application to August 2023 for consideration as part of the 2024 CSLAC budget.

Carried

8.2.3 FOR INFORMATION: NAKUSP FOOD SYSTEM ENHANCEMENT PLAN

The Committee Report dated November 10, 2022 from Paris Marshall Smith, Sustainability Planner, originally received as Item 12.2 from the November 29, 2022 CSLAC Agenda.

Moved and seconded

And resolved:

That the Committee take no further action.

Carried

8. PUBLIC TIME

The Chair called for questions from the public and members of the media at 2:46 p.m.

9. NEXT MEETING

The next Community Sustainable Living Advisory Committee meeting is scheduled for April 18, 2023 at 1:00 p.m.

10. ADJOURNMENT

Moved and seconded,
And Resolved:

The Community Sustainable Living Advisory Committee meeting be adjourned at 2:47 p.m.

Carried

Walter Popoff, Chair

Shelly Kindred, Secretary



REGIONAL DISTRICT OF CENTRAL KOOTENAY

CSLAC Staff Update

Date: 2023/04/18

To: Community Sustainable Living Advisory Committee

From: Paris Marshall Smith, Sustainability Planner

Subject: UPDATE ON SUSTAINABILITY SERVICE PROJECTS & AREAS OF ACTIVITY

File: 01-0515-20-CSLAC

The purpose of this memo is to provide an update to the Community Sustainability Living Advisory Committee (CSLAC) of the current activity of the Sustainability Planner within S105. Updates on S100 initiatives such as RDCK Climate Actions, Regional Energy Efficiency Program (REEP) and 100% Renewable Energy by 2050 will go directly to the Board.

- Year 1 (2017) focus – responding to projects underway and initiating new activity to support Board priorities on Coordinated Delivery; Water – protection & advocacy; Housing; and Food & Agriculture. Energy & Climate Change are also Board priorities as per the climate action charter;
- Year 2 (2018) focus – integrating initiatives internally and externally through coordinated communication, marketing, policy development and by-law review.
- Year 3 (2019) focus – Watershed Governance Initiative, Senior Energy Specialist, Regional Energy Efficiency Program (REEP),
- Year 4 (2020) focus – Watershed Governance Initiative, Timber Deadstock Bioenergy, Regional Energy Efficiency Program (REEP) and Climate Action Strategy
- Year 5 (2021) focus – Watershed Governance Initiative, Climate Action Strategy and Regional Bioenergy Opportunities
- Year 6 (2022) focus - Watershed Governance Initiative, Climate Action Strategy & project management of Slocan Lake and River Collaborative (SLRP), Invasive Species Plan Implementation & Geothermal GIS projects
- Year 7 (2023) focus: Watershed Governance Initiative (Duck Creek Cumulative Impact Study), Slocan Lake and River Collaborative (SLRP) and Grid Resilience Investigation.

GMDS – General Manager of Development & Community Sustainability Services, CSM – Manager of Community Sustainability Services & SP – Sustainability Planner

SUMMARY OF SUSTAINABILITY PLANNER *CURRENT* WORK TIME DISTRIBUTION

AREA OF WORK	CURRENT %	COMMITMENT
Community Sustainability Service (105) initiatives		
Central Kootenay Food Policy Council	1%	Continued participation in strategic review process, CKFPC presentation to Board planned for June 2023
Watershed Governance Initiative	30%	Phase 3: GIS work underway, investigation of Duck Creek watershed cumulative impact study and communication with Province regarding Water Sustainability Strategy & Fund, Service Case Analysis will begin in May in partnership with Selkirk.
Slocan Lake and River Partnership	5%	Steering Committee has met and is developing the Terms of Reference for Partnership.
Kootenay Lake Partnership	0%	KLP active and underway.
Rural Grid Resilience Investigation	2%	Application for CBT funding not successful. An alternative pilot project proposed by LINKS for CSLAC’s consideration.
Admin	7%	The admin rhythm revolves around the bi-monthly CSLAC meeting and includes project evaluations & funding applications
General admin (S100) initiatives		
Climate Action Strategy	45%	RDCK Climate Actions on Board agenda for adoption. Community Climate Ambassadors program in development.
Regional Invasive Species Plan	4%	Contracting in process to begin management work and development of regional strategy.
Admin	6%	Reporting as needed to the Board
TOTAL	100%	

Color legend for areas of work
Food & agriculture
Water advocacy & protection
Energy
Climate Action

CURRENT CSLAC COMMITMENTS FOR YEAR 7 (2023)

CSLAC AREA OF FOCUS	PROJECT	STATUS	TIMELINE	CSLAC STAFF TIME
Food and Agriculture	Central Kootenay Food Policy Council	Active and confirmed	On-going	0.1
Water	Kootenay Lake Partnership	Active and confirmed	On-going	0.4
	Watershed Governance Initiative – Phase 3	Active and Confirmed	Spring 2023-2024	
	Slocan Lake and River Collaborative	Active and Confirmed	Fall 2023	
Energy	Rural Grid Resilience Investigation	Active and confirmed	Fall 2023	0.1
Climate Action	Climate Action Strategy	Active and confirmed	On-going	0.3
	Implementation of Regional Invasive Species Strategy	Active and to be confirmed	Fall 2023	
CSLAC	Administration	Active and confirmed	On-going	0.1 FTE

2022 staff time commitment 1.0 FTE

Available CSLAC funding for 2023 \$6,500 remaining from Annual Project Fund

DASHBOARD OF CSLAC ACTIVITIES – Board resolutions follow

Program	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
CENTRAL KOOTENAY FOOD POLICY COUNCIL	Executive Director Marya Skrypiczajko with support from SP	Currently supporting the development of the CKFCP strategic plan	\$15,000 from S100 + staff time	Normally minimal: 1-2 hours per month to attend meetings and follow email conversations.	To be determined	On-going Council + working groups participation Presenting to Board June 2023

Project	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
WATERSHED GOVERNANCE PROJECT PLANNING	SP & Water Service Liaison	WGI has moved into Phase 3 and focused on the Story Mapping, Water Sustainability Plans and building relationships – Duck Creek Cumulative Impact Study	Expenses from CARIP + staff time + \$25,000 for Duck Creek	SP (0.3 FTE), GMDS (0.05 FTE), CSM (0.1 FTE) and Water Services Liaison (0.1 FTE) to support the project	Updating the existing story maps, building new and learning about WSPs	Duck Creek, story mapping, Service Case Analysis & work with Province
SLOCAN LAKE AND RIVER PARTNERSHIP	SP & GMDS	Development of Terms of Reference for the Partnership underway	\$5,000 from CSLAC project fund	SP – 3-4 hours per month	Prepare next draft of Terms of Reference	Develop structure for SLRP

Project	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
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CLIMATE ACTION STRATEGY	SP	RDCK Climate Actions with Board for adoption in April 2023, summary of engagement provided	Funding from S100 LGCAP and other grants & staff time	30-40 % of staff time for 2023	Supporting climate action in workplan included program development of Community Climate Ambassadors (launch May 8)	Implementing RDCK Climate Actions
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Project	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
REGIONAL INVASIVE SPECIES PLAN	SP	Finalizing contracting for management of RDCK properties and Regional Invasive Species Strategy	Staff time + \$48,230 for RDCK properties + \$27,000 for strategy	Minimal	Works begins	Implementation of management of RDCK properties and Regional Invasive Species Strategy & report back to Board in fall 2023

Project	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
GRID RESILIENCE	SP	Application to CBT for regional pilot complete, unsuccessful, an alternative pilot for 2023 prepared by LINKS in Lardeau Valley for CSLAC consideration	Staff time	Minimal	Subject to CSLAC funding approval	Will report to CSLAC following funding response on project outcomes

Project	Responsible	Update of Activity	Staff time & funding	Current allocation of resources by SP	Activity to next meeting	Activity for 2023
WEBSITE UPDATE & PRINT	SP & Communications	Website continues to be updated and prepared for transition to new website	Staff time	On-going	On-going monitoring and updating	Ensure that website supports

MATERIAL	Coordinator					internal and external communication effectively
ADMIN	SP	Project management, relationship building, meetings, communication, reporting	Staff time	4-5 hours per week	On-going	

BOARD RESOLUTIONS THAT GUIDE CSLAC’S WORK

FOOD & AGRICULTURE	
CENTRAL KOOTENAY FOOD POLICY COUNCIL	<ol style="list-style-type: none"> 1. 718/17 That the Board direct staff to include a \$10,000 per year funding for the Central Kootenay Food Policy Council within the 2018-2022 draft financial plan for Service S105. 2. 741/18 That the Board grant the balance of \$22,083.62.00 to the Central Kootenay Food Policy Council (CKFPC) contingent on all grant reporting and society action reporting deliverables be presented and approved by the Board; AND FURTHER, that staff obtain documentation form CKFPC that indicates they are in compliance with the British Columbia Societies Act. 3. 757/18 That the Board appoint the following Directors to the Central Kootenay Food Policy Council for a term to end December 31, 2020 Director Faust and the second appointment BE REFERRED to December 13, 2018 Board meeting. 4. 03/19 That the Board appoint the following Director to the Central Kootenay Food Policy Council for a term to end December 31, 2020 as per resolution 757/18: Director Peterson Director Main (Alternate) 5. 48/19 That the Board agrees that the Central Kootenay Food Policy Council has satisfied the Board’s requirements and has demonstrated that it is in compliance with funders and the BC Societies Act; AS SUCH, the RDCK Board grants the balance of the \$29,347.87 to the Central Kootenay Food Policy Council from Community Sustainability Service S105. 6. 284/20 That the Board approve the \$25,000 in the 2020 Financial Plan from Community Sustainable Living Service S105 be held for a Food Security Coordinator position within the Emergency Operations Centre as leveraging funds. 7. 285/20 That the Board direct staff to report on options to establish a Food Security Coordinator position to be fully funded through Community Sustainable Living Service S105 with a budget up to \$25,000. 8. 377/20 That the Board send a letter of support for the Columbia Basin Food Security Plan; AND FURTHER, that the Board allocate funds to the first phase of the "Central Kootenay Interim Food Security Action Plan" from Community Sustainability Service S105 in the

	<p>amount of \$22,145.00 to the Central Kootenay Food Policy Council.</p> <p>9. 115/21 That the Board approve the Central Kootenay Food Policy Council’s request for increase in core funding for a total amount of \$15,000 to be included in the 2021 Financial Plan from the Service 105 Community Sustainable Advisory.</p> <p>10. 286/21 That the Board and staff review the draft Central Kootenay Interim Food Security Action Plan and provide their recommendations by May 11, 2021.</p> <p>11. 288/21 That Board direct staff to complete an internal assessment, prior to requesting a Service Case Analysis, to understand if a Contribution Service for food and agriculture is possible.</p> <p>12. 855/21 That the Board direct staff to work with Central Kootenay Food Policy Council to proceed with the proposed actions of the Regional Food Security Action Plan: (See minutes for full resolution)</p>
<p>WATER</p>	
<p>WATERSHED GOVERNANCE INITIATIVE</p>	<ol style="list-style-type: none"> 1. 416/16 That the RDCK write a letter to the POLIS Project on Ecological Governance and invite the organization to the West Kootenay to hold a watershed workshop. 2. 592/16 That the RDCK invite The POLIS Project on Ecological Governance to attend the January 2017 Board meeting to give a presentation on watersheds and water sustainability. 3. 88/18 That the Board direct staff to invite the Polis Project to host a workshop with the RDCK staff and Directors on watershed governance; AND FURTHER expenses and stipend be paid by General Administration S100. 4. 256/18 The Watershed Governance workshop with the POLIS Project be booked for May 18th, 2018 and the Watershed Governance Workshop Discussion report be made available to all Board Directors. 5. 487/18 That the Board direct staff to develop a Regional Watershed Governance Initiative project plan, and identify an allocation for General Manager of Development Service and Sustainability Coordinator's time to implement the project plan for consideration in the draft 2019 five year financial plan within General Administration Service (\$100). 6. 892/18 That the RDCK Board directs staff to seek funding to launch and coordinate a scoping study to better understand the potential watershed governance roles and responsibilities of the RDCK; with areas for the study to be determine by the Community Sustainable Living Advisory Committee at the January committee meeting; And Further, the Board allocates staff time of the Sustainability Planner (0.3 FTE), General Manager of Development Services (0.1 FTE) and Water Services Liaison (0.1 FTE) to support the procurement process for services. 7. 13/19 That the Board direct staff to develop a Regional Watershed Governance Initiative project plan, and identify an allocation for General Manager of Development Service and Sustainability Coordinator's time to implement the project plan for consideration in the draft 2019 five year financial plan within General Administration Service (\$100). 8. 121/19 That the RDCK Board approve funds in the amount of \$26,250 from S105 Community Sustainable Living Advisory Service for the Watershed Governance Initiative scoping study, to complement the work being done in Area H and I's ground water studies, for the following watersheds: <ul style="list-style-type: none"> • Bourke, Sitkum & Duhamel Community Watershed (Area F); • Arrow Creek Community Watershed (Area B);

	<ul style="list-style-type: none"> • Ymir Community Watershed (Area G); • Argenta Watershed (Area D); • Harrop (Area E); • and Deer Creek (Area J) <p>9. 409/10 That the RDCK Board award the Regional Watershed Governance Initiative Scoping Study to Christina Metherall and Elucidate Consulting, and that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of \$26,880 (includes GST).</p> <p>10. 282/20 That the Board direct staff to prepare a workplan to determine the organizational capacity of the Community Sustainability Services and Water Services staff to pursue the recommendations of the RDCK Regional Watershed Governance Initiative report dated January 2020.</p> <p>11. 389/20 That the Board endorse the Watershed Governance Initiative Project Plan (May 2020) and direct staff to pursue the Project Plan as a collaboration between Community Sustainability and Water Services staff.</p> <p>12. 610/20 The Board direct staff to bring forward a project plan with budget that will seek to collate and map existing watershed information held by the RDCK and other sources at a regional scale to inform our next steps and as a support to communities and conducting a gap analysis; AND FURTHER bring this back to the Community Sustainable Living Advisory Committee to inform the RDCK's next steps on watershed governance.</p> <p>13. 828/20 That the Board approve transfer of funds to Community Sustainability Service S105 for a student position to support the Watershed Governance Initiative Data Collation and Mapping project in the amount of \$14,500 from the Climate Action Revenue Incentive Program (CARIP) Service S100 and include in the 2021 Financial Plan; That the Board approve transfer of \$9,000 in funds for the Watershed Governance Initiative Data Collation and Mapping project from Climate Action Revenue Incentive Program (CARIP) Service S100 to Community Sustainability Service S105.</p> <p>14. 112/21 That the Board send a letter of support to Living Lakes Canada for the Columbia Basin Water Monitoring Collaborative and Water Hub.</p> <p>15. 113/21 That the Board direct staff to report back to Community Sustainable Living Advisory Committee on how the workplan for the Watershed Governance Initiative is modified and budgeted based on a collaboration with Living Lakes Canada.</p> <p>16. 584/21 That the Board approve the recommended next steps of Phase 3 of the Watershed Governance Initiative (WGI) with a focus on relationship building and planning, mapping and monitoring as outlined below and presented to the Community Sustainable Living Advisory Committee August 17, 2021:</p> <ol style="list-style-type: none"> 1. Supporting continued relationship building with Yaqaan Nukiy and Ktunaxa Nation Council, Syilx Okanagan Nation Alliance, Secwepemc and Sinixt 2. Provide technical support for community led watershed mapping and communication tools such as story mapping 3. Supporting management of RDCK water systems - pilot natural asset management 4. Supporting regional monitoring – investigate how the RDCK could support local level monitoring 5. Supporting community led mapping – investigate Nature Based Planning <p>17. 585/21 That the RDCK Board direct staff to develop a work plan for continued work on the Watershed Governance Initiative (WGI) including seeking external partners; AND FURTHER, to prepare for discussion on how Community Sustainable Living Advisory Committee (CSLAC) can encompass the entire Board.</p> <p>18. 658/21 That the Board direct the Chair of the Board and Chair of Community Sustainable Living Advisory Committee to reach out to MLA Brittney Anderson to discuss</p>
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	<p>opportunities for engagement around the Regional Watershed Governance Initiative as it moves into Phase 3 focused on relationship building, monitoring and mapping.</p> <p>19. 852/21 That the Board direct staff, Community Sustainable Living Advisory Committee Chair and Board Chair to work with MLA Anderson to develop a relationship with Forest Lands Natural Resource Operations and Rural Development and host community forums focused on watershed governance and stewardship in 2022.</p> <p>20. 853/21 That Resolution 847/20, being the transfer of \$9,000 in funds for the Watershed Governance Initiative Data Collation and Mapping project from Climate Action Revenue Incentive Program (CARIP) Service S100 to Community Sustainability Service S105 and include in the 2021 Financial Plan BE RESCINDED because funds were not needed as anticipated.</p> <p>21. 86/22 That the RDCK Board approve funding up to \$25,000 for the 2022 Watershed Governance Initiative budget from S105 Community Sustainable Living Service and include this in the 2022 Financial Plan; AND FURTHER, the Board allocates staff time of the Sustainability Planner and Water Services Liaison to support the 2022 Watershed Governance Initiative.</p> <p>22. 128/22 That the Board direct staff to submit a response on behalf of the RDCK to the Province on the Watershed Security Strategy and Fund; AND FURTHER, invite Board members and staff to comment on the draft responses by Monday, February 28, 2022.</p> <p>23. 258/22 That the RDCK Board direct staff to send a request to Yaqan Nukiy Chief and Council for their participation on developing a Water Sustainability Plan for the Creston Valley; AND FURTHER, request that the Province order a Water Sustainability Plan be developed in the Creston Valley in partnership with RDCK and Yaqan Nukiy SUBJECT TO agreement from Yaqan Nukiy.</p> <p>24. 433/22 That the Board direct staff to prepare a service case analysis and report back to the Board on the implications of establishing the requisition of a Drinking Water & Watershed Protection Service bylaw for protection of watersheds and drinking water in the Regional District of Central Kootenay to be added to the workplan in 2023.</p> <p>25. 515/22 That the Board direct staff to work with the Wynndel community residents to create a story map, request an investigation under the Drinking Water Protection Act (Section 29) and request that the Ministry of Forests confirm the VRI (vegetation regeneration index) for the Duck Creek Watershed; AND FURTHER, that the Community Sustainable Living Service (S105) contribute up to a total of \$25,000 of funds over 2022 and 2023 budget years to conduct a cumulative impact study of proposed logging in the Duck Creek Watershed.</p>										
<p>KOOTENAY LAKE PARTNERSHIP</p>	<p>1. 91/18 That the RDCK Board approve funding of \$10,000 under S105 Community Sustainable Living Service to support the contracted service of the Kootenay Lake Partnership Coordinator position within the 2018 budget.</p> <p>2. 414/19 That the RDCK Board extends its support for Living Lakes Canada's Foreshore Inventory and Mapping for Aquatic Species at Risk proposal to the Canada Nature Fund with in-kind contributions of mapping data and staff hours for a total contribution of \$175,000.00 over the four (4) year term of the project, which is:</p> <table border="1" data-bbox="564 1177 1169 1445"> <thead> <tr> <th>PROJECT</th> <th>IN-KIND CONTRIBUTIONS</th> </tr> </thead> <tbody> <tr> <td>Regional Flood and Hazard Risk Assessment</td> <td>Completed in 2018</td> </tr> <tr> <td>LIDAR Acquisition and Processing</td> <td>\$40,000.00 Completed in 2018 \$40,000.00</td> </tr> <tr> <td>Floodplain Mapping</td> <td>In Process \$60,000.00</td> </tr> <tr> <td>Kootenay Lake Inundation Study</td> <td>In Process \$10,000.00</td> </tr> </tbody> </table>	PROJECT	IN-KIND CONTRIBUTIONS	Regional Flood and Hazard Risk Assessment	Completed in 2018	LIDAR Acquisition and Processing	\$40,000.00 Completed in 2018 \$40,000.00	Floodplain Mapping	In Process \$60,000.00	Kootenay Lake Inundation Study	In Process \$10,000.00
PROJECT	IN-KIND CONTRIBUTIONS										
Regional Flood and Hazard Risk Assessment	Completed in 2018										
LIDAR Acquisition and Processing	\$40,000.00 Completed in 2018 \$40,000.00										
Floodplain Mapping	In Process \$60,000.00										
Kootenay Lake Inundation Study	In Process \$10,000.00										

	<p>Planning staff time for review and outreach Pending \$25,000.00</p> <p>3. 390/20 That the Board direct staff to transfer the remaining grant funding from the Real Estate Foundation (REF) in Community Sustainability Service S105, administered by RDCK on behalf of the Kootenay Lake Partnership, to Living Lakes Canada to support the Program Coordinator Position upon receiving confirmation from REF to do the transfer; AND FURTHER, that final report comes back to RDCK for information</p> <p>4. That the Board approve an allocation of \$10,000 annually from 2022-2024 to fund the Kootenay Lake Partnership Coordinator from the Community Sustainable Living Service S105 and this amount be added to the 2022-2026 Financial Plan; AND FURTHER, the Board approve that amount be paid to the Ktunaxa Nation Land and Resource Division annually, to support the Kootenay Lake Partnership through contract administration of the Coordinator position SUBJECT TO a contribution agreement with the Ktunaxa Nation Council being prepared and brought back to the Board.</p>
ENERGY	
REGIONAL BIOENERGY & FULL FIBER UTILIZATION PLANNING	<p>1. 119/19 That the Board direct staff to explore partnerships possibilities with Columbia Shuswap Regional District, Regional District East Kootenay and Regional District Kootenay Boundary on the Timber Deadstock Biofuel scoping study; AND FURTHER, that staff explore funding opportunities for the study</p> <p>2. 232/19 That the Board approve the RDCK entering into a Contribution Agreement with Columbia Basin Trust to support the research and development of a business plan for timber deadstock biofuel in the Regional District of Central Kootenay, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, the required matching funds of up to \$25,000 come from Service S105 - Community Sustainable Living Advisory; AND FURTHER, that the grant funds be received and administered through S105.</p> <p>3. 500/20 That the Board direct staff to further develop the business case potential of the Wood Pellet Boiler Network, District Energy in Castlegar and Village District Energy Systems as part of the Timber Deadstock Bioenergy Feasibility Study in coordination with municipal staff.</p> <p>4. 845/20 That the Community Sustainable Living Advisory Committee Chair, RDCK Board Chair and senior staff approach the new Minister of Forests, Lands, Natural Resource Operations & Rural Development to ask what emerging direction may be coming which would assist the RDCK in further investigating bioenergy projects which would align with provincial objectives of maximizing fiber utilization and reducing forest fuel loading; AND FURTHER to make a similar outreach to Forest Enhancement Society BC.</p> <p>5. 285/21 That the Community Sustainable Living Advisory Committee take no further action at this time on the following recommendation: 845/20 That the Community Sustainable Living Advisory Committee Chair, RDCK Board Chair and senior staff approach the new Minister of Forests, Lands, Natural Resource Operations & Rural Development to ask what emerging direction may be coming which would assist the RDCK in further investigating bioenergy projects which would align with provincial objectives of maximizing fiber utilization and reducing forest fuel loading; AND FURTHER to make a similar outreach to Forest Enhancement Society BC.</p>
COMMUNITY GEOTHERMAL - GIS PROJECT	<p>1. 451/21 That the Board approve funding \$10,000 for the South Kootenay Lake Community Services Society's Community Geothermal - GIS Project Set-up and Data Integration from S105 Community Sustainable Living Service and include this in the 2021 Financial Plan.</p>
RURAL GRID RESILIENCE	<p>1. 516/22 That the Board direct staff to work with Community Energy Association to understand the potential and limitations of energy storage, micro generation or bi-</p>

INVESTIGATION	directional charging and prepare a workplan and budget for 2-3 community pilots in 2023, with the report to come back to the Community Sustainable Living Advisory Committee for review.
CLIMATE ACTION	
CLIMATE ACTION STRATEGY	<ol style="list-style-type: none"> 1. 124/19 That the Board direct staff to prepare a resolution that responds to ramping up RDCK's climate action in response to the climate emergency by April, 2019. 2. 272/19 - WHEREAS Climate change is recognized to be an urgent reality requiring rapid decarbonisation of energy across all sectors; Climate change is recognized to be an urgent reality where risks are compounded by increased climate change weather related events (more precipitation in the winter, dryer hotter summers) and increased levels of uncertainty. Preparing for increased resilience and adaptability is critical; THEREFORE BE IT RESOLVED That the Regional District of Central Kootenay Board recognizes that the world is in a global state of climate crisis. This reality creates an imperative for ALL ORDERS OF GOVERNMENT to undertake “rapid and far reaching” changes to building construction, energy systems, land use and transportation. 1. 701/19 That the Board direct staff to update the RDCK Policy Framework to incorporate a climate action lens; AND that, the 3-phased Climate Action Lens Policy strategy will seek input from the Senior Management Team to ensure smooth integration with operations and will bring recommendations to the Board for approval. 2. 861/19 That the Board direct staff to distribute the 2019 RDCK State of Climate Action full report and summary handout to the public. 3. 848/20 That the Board approve transfer of funds to Community Sustainability Service S105 for a student position to support climate action work in the amount of \$14,500 from the Climate Action Revenue Incentive Program (CARIP) Service S100 and include in the 2021 Financial Plan; AND FURTHER, to offset the costs of the student position, the Board direct staff to apply to the Pacific Institute for Climate Solutions (PICS) for \$12,000. 4. 604/21 That the RDCK Board endorse updating the RDCK State of Climate Action (SoCA) reporting framework to include a combination of reporting efforts such as – a dashboard, an annual scorecard, and reports (less frequent than current annual reports) with expenses to be paid from General Administration Service S100. 5. 44/22 That the Board adopt Policy 200-01-17 Better Corporate Building Policy and accompanying Procedures effective January 20, 2022 6. That the RDCK Board adopt science based carbon pollution (greenhouse gas emissions) reduction targets of 50% below 2018 levels by 2030, and 100% by 2050; AND FURTHER that the Board directs staff in 2022 to prepare 4-year climate action plans as a pathway to 2030 climate action targets and bring a report back to the Board. 7. 259/22 That the RDCK Board approve the budget of up to \$80,000 for the development of the 2023 -26 Climate Action Plan and associated four (4) year Communication and Engagement Strategy, and that these funds be drawn from the Climate Action Revenue Incentive Program (CARIP) reserve in General Administration Service S100. 8. 514/22 That the Board appoint the following Directors to an advisory group to support the completion of the Regional District of Central Kootenay Climate Action Plan: (see minutes for full resolution)
RURAL DEVELOPMENT INSTITUTE (RDI) – CLIMATE ADAPTATION	<ol style="list-style-type: none"> 1. 233/19 That the Board partner with the Rural Development Institute’s Regional Approach to Rural Climate Adaptation Project Partnership and direct staff to finalize the agreement; AND FURTHER, allocate \$12,500 of in-kind staff time from Service S105 for 2019-2020 (2 years) to support the Partnership. 2. 595/19 That the Board approve the RDCK entering into a Collaborative Research agreement with Selkirk College for the Regional Approach to Rural Climate Adaptation Project

PROJECT	Partnership for the period from May 1, 2019 to March 1, 2021, and that the Chair and Corporate Officer be authorized to sign the necessary documents.
100% RENEWABLE ENERGY BY 2050	<ol style="list-style-type: none"> 1. 257/18 That the Board commit to the development of strategies and implementation of projects to achieve the long-term goal of deriving 100% of its net energy from renewable sources by 2050, and commit to demonstrate strong political leadership and significantly contribute to the reduction of greenhouse gases in the region. 2. 222/19 That the Board appoint the following individual(s) to work with the West Kootenay EcoSociety towards the 100% Renewable Energy by 2050 from the Community Sustainable Living Advisory Committee; AND FURTHER, stipend and expenses to come from S105: Director Faust & Lockwood 3. 412/19 That the Board Chair and Corporate Officer sign the Memorandum of Understanding with West Kootenay 100% Renewable Energy Plan. 4. 139/21 That the Board receive the West Kootenay 100% Renewable Energy Plan dated December 2020 as presented in the January 6, 2021 West Kootenay 100% Renewable Energy Plan Board Report; AND FURTHER, that the adoption of the plan be considered after the workshop has taken place.
REGIONAL INVASIVE SPECIES PLAN	<ol style="list-style-type: none"> 1. 483/21 That the Board direct Development and Community Sustainability Services staff to coordinate with staff from Geographic Information Services, Resource Recovery, Water Services, Recreation Facilities and Parks to create a proposal for an implementation plan of the draft Regional Invasive Species Strategy. 2. 50/22 That the Board direct staff to negotiate and enter into a sole-source agreement with the Central Kootenay Invasive Species Society for an invasive plant inventory on RDCK-owned or leased properties and development of a detailed implementation plan of the Regional Invasive Species Strategy for an amount not to exceed \$44,472 exclusive of GST; AND FURTHER, that the costs for the inventory be paid from the services responsible for the lands and buildings sites identified and the costs of \$8,500 for the Regional Invasive Species Implementation Plan be paid from General Administration Service S100. 3. 780/22 That the Board direct staff to enter into a sole-source agreement with the Central Kootenay Invasive Species Society for invasive plant management on RDCK-owned-leased properties, as outlined in the 2022 RDCK Invasive Plant Management Plan up to a maximum amount of \$48,230 plus GST; AND FURTHER, that the costs for the invasive plant management be added to the 2023-2027 Financial Plan for the departments responsible for the lands and building sites identified. 4. 60/23 That the Board direct staff to negotiate an agreement with the Central Kootenay Invasive Species Society for implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for the 2023; AND FURTHER, that the costs of no more than \$27,000 + GST be included in the S100 General Administration draft 2023 Financial Plan; AND FURTHER, that the agreement be brought back to the March 16, 2023 Board meeting.
REGIONAL ACTIVE & LOW CARBON TRANSPORTATION STRATEGY	<ol style="list-style-type: none"> 1. That the Board direct staff to prepare a detailed project budget to investigate regional active transportation solutions as outlined in the report from Community Sustainable Living Advisory Committee (CSLAC) staff dated September 10, 2022 and report back to CSLAC for approval.
CSLAC ADMINISTRATIVE & COMMUNICATION SUPPORT	
WEBSITE UPDATE & PRINT MATERIAL	<ol style="list-style-type: none"> 1. 601/18 That the Board direct staff to highlight the work of the Sustainability Service (105) through the RDCK website and announce with a media release. 2. 578/19 That the Board directs staff to procure services from Little H Design Works for \$2,500 for the work of designing the summary report for the RDCK's Climate Action Indicator Project with funds to come from Service 105; AND FURTHER, staff be directed to seek quotes to produce a graphic illustration of this report for distribution on line.

ADMIN	<ol style="list-style-type: none">1. 382/18 That the RDCK Board support the allocation of S105 funds 'Grants' leveraging and linking additional funds from external agencies for sustainability initiatives, as described in the Community Sustainable Living Advisory Committee Terms of Reference.2. 123/19 That the Board approve the 2019 Community Sustainable Living Advisory Committee draft budget; AND FURTHER, that the directors stipend and expenses be reduced to \$5,000 for the years 2020-23 inclusive.
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Committee Report

Date of Report: March 27, 2023
Date & Type of Meeting: April 18, 2023 Community Sustainability Living Advisory Committee
Author: Paris Marshall Smith, Sustainability Planner
Subject: GRID RESILIENCE PILOT – LINKS 2nd evaluation
File: 10-5200-20-GRID RESILIENCE
Electoral Area/Municipality: All RDCK Areas

SECTION 1: EXECUTIVE SUMMARY

This report provides Step 2 of Community Sustainable Living Advisory Committee project evaluation for piloting residential power back up/renewable home assessment & rebates in the Lardeau Valley.

Recommendation:

That the Board provide \$6,500 to support a Lardeau Valley Opportunity LINKS Society pilot of residential power back up/renewable home assessment & rebates from Community Sustainable Living Advisory Service (S105).

SECTION 2: BACKGROUND/ANALYSIS

This report responds to Board direction 516/22 *That the Board direct staff to work with Community Energy Association to understand the potential and limitations of energy storage, micro generation or bi-directional charging and prepare a workplan and budget for 2-3 community pilots in 2023, with the report to come back to the Community Sustainable Living Advisory Committee for review.* Staff sought funding from Columbia Basin Trust to pursue pilots but were unsuccessful. Staff are now recommending a smaller scale pilot led by Lardeau Valley Opportunity LINKS Society as outlined below.

Following significant investigation of rural grid resilience, Lardeau Valley Opportunity LINKS Society is requesting \$6,500 in funding from the Community Sustainability Living Advisory Committee to support a pilot of residential power back up/renewable home assessment & rebates program.

LINKS has developed a draft outline of a residential power back up/renewable energy home assessment incentive & rebate program (similar to FireSmart). The intention is that this program would be developed in Lardeau Valley, evaluated and then with direction from the Board expanded to additional RDCK communities in year 2.

RURAL GRID RESILIENCE PILOT OUTLINE:

A free home assessment program similar to Fire Smart but for power back up or renewable energy options that provides a review and summary of recommendations for what the building or property needs to ensure grid

resilience in power failures. Home assessments are free to residents. Upon completion of assessment, if applicable, homeowner is eligible for a \$1000 rebate to implement recommendations from the assessment.

- **Step 1 – Project Development**

Small-scale energy consultant(s) will develop an assessment template, considering special needs of ultra-rural homes and lifestyles. There will be different templates for varying types of homes/power needs. Consultants will provide some training and guidance to home assessors. They will also produce lists and self-led options of possible solutions that can be referenced by home assessors and or accessed by broader community not receiving home assessments.

Project manager (led by LINKS) will develop criteria for qualification for assessments.

- **Step 2 – Assessments**

House and business assessment Assessors will conduct free household and business assessments. Like a Fire Smart mitigation specialist, the Assessor is a grid resilience specialist that reviews the needs, capacity and potential for grid resilience. The Assessor provides a summary of recommendations to the household based on the template provided.

- **Step 2 - Recommendations**

The grid resilience expert will provide a worksheet that outlines recommendations for improving power back up/renewable energy options. The assessment will look at:

- Emergency based demand
- Overall household demand
- Building power supply
- Options for backup power
- Other ways to mitigate impacts of grid failure

Recommendations will also include necessary considerations to be compatible with community supplied power systems as they are available or can be developed

- **Step 3 – Implementation incentive**

Once recommendations are complete, residents will be eligible for a one-time \$1000 rebate. There will be a follow up review from their assessor to support implementation steps and provide any necessary maintenance training on the equipment.

This program would prioritize those most in need considering medical, income and other quality of life metrics to those that are unable to achieve recommendations immediately due to costs and/or supply.

WORKPLAN:

- June 1 2023:
 - Project manager establishes team, including consultants, assessors and support staff.
 - Consultants begin work establishing templates, assessment parameters, supply lists, recommendations lists
- September 15, 2023:
 - Project is advertised and intake process comes underway for selecting 20 recipients
 - Assessors undergo training by consultants for home assessments

- November 1 2023- Feb 29, 2024
 - Initially Home assessments come underway
 - Rebates are administered following assessments
- March 1 – April 30, 2024
 - Follow up home assessment to gather metrics of success/challenge and ensure implementation
- May 1 – Jun 1st, 2024:
 - Project wrap up, final reporting, distributing templates, resource lists and DIY suggestions to broader community.

A NOTE ON FUNDING:

If approved, CSLAC would provide a portion of the overall budget as outlined below (Section 3.1 Financial Considerations). The work in the Lardeau Valley has been largely (\$50,000) funded through Community Directed funds from Director Watson. If the pilot is successful and there is interest to pursue this work in other electoral areas, a similar funding program would be required with contributions from individual Directors for their electoral areas.

SECTION 3: DETAILED ANALYSIS			
3.1 Financial Considerations – Cost and Resource Allocations:			
Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

There is \$6,500 available in the CSLAC project (service 105) budget for 2023.

PROJECT BUDGET		
Administration Budget Details		
Cash Budget Item	Amount	Notes
LINKS project Administration Budget	\$ 8,500	15 % of project budget total
Contract Fees Budget Details		
Cash Budget Item		
Project management	\$ 10,000	\$30/hour x 15 hours per week for 22 weeks
Small Scale Energy Consultants @ \$100/hour x 100 hours to advise on feasibility and technology requirements	\$ 10,000	to assess the feasibility of options to improve energy stability and access for rural areas and to develop templates based on energy loads and housing types or working with assessors to evaluate the information their are receiving form home owners etc...
Grid resilience stipends for assessments & implementation reviews \$400 x 20 households	\$ 8,000	reduced to 20 households for year 1

Subtotal Contract Fees Budget	\$ 28,000	
Capitol Fees Budget Details		
Incentives & rebates 100 households @ \$1000 each	\$ 20,000	reduced to 20 households for year 1
Subtotal Capital Purchases Budget	\$ 20,000	
TOTAL PROJECT CASH BUDGET	\$ 56,500	
REVENUE SOURCES		
Source Name	Amount	
Area D Community Directed Funds	\$ 50,000	confirmed
CSLAC project funding	\$ 6,500	unconfirmed
TOTAL CASH REVENUE	\$ 56,500	

Legislative Considerations (Applicable Policies and/or Bylaws):

None at this time

3.3 Environmental Considerations

The intent of this investigation is to learn about low carbon technologies that could replace carbon intensive back up power systems such as diesel or propane generators. It is important to note that the alternatives being piloted have been deployed successfully in other applications, it is not the technology that is being tested just its application to the rural context of the RDCK. This supports the RDCK’s goal to reduce its carbon pollution by 50% by 2030.

3.4 Social Considerations:

At this time, the focus is supporting residential resilience for critical loads such as well pumps (for drinking water and wildfire response), food storage and lights. Implementation could result in not only more energy resiliency in emergency situations of power outages, but could also be used with tiered pricing structures and smart homes to shave peak demand during typical operation – charging battery systems during off peak hours and discharging to supply load during peak hours.

This program would prioritize those most in need considering medical, income and other quality of life metrics to those that are unable to achieve recommendations immediately due to costs and/or supply.

3.5 Economic Considerations:

Piloting any of these systems could result in not only more energy resiliency in emergency situations of power outages, but could also be used to reduce peak demand during typical operations by charging battery systems during off peak hours and discharging to supply load during peak hours.

3.6 Communication Considerations:

Staff will work with LINKS and report back on findings to the Committee and the Board.

3.7 Staffing/Departmental Workplan Considerations:

The hours associated with investigation of the potential and limitations of energy storage, micro generation or bi-directional charging are included in Sustainability Planner workplan.

3.8 Board Strategic Plan/Priorities Considerations:

This action aligns with several Board priorities including coordinated service delivery, being a Climate Action Charter signatory, commitment to 100% renewable energy by 2050 and to reducing carbon pollution by 50% by 2030.

SECTION 4: OPTIONS & PROS / CONS

That the Board provide \$6,500 to support a Lardeau Valley Opportunity LINKS Society pilot of residential power back up/renewable home assessment & rebates from Community Sustainable Living Advisory Service (\$105).

OPTION 1 – APPROVE

PRO:

- Grid stability/power backup has been an ongoing CSLAC initiative that has received considerable effort to date, pursuing this pilot aligns with Board direction to investigate grid resilience
- Approval of the funding will enable the project to continue and provide a further understanding of how to support grid resilience in throughout our region

CON:

- Funding could be directed elsewhere
- Staff time could be directed elsewhere

OPTION 2 – DO NOT APPROVE

PRO:

- Funding could be directed elsewhere
- Staff time could be directed elsewhere

CON:

- Staff are limited in their ability to explore the potential and limitations of energy storage, micro generation or bi-directional charging and therefore support rural residents transition off carbon polluting backup systems. Supporting this LINKS led pilot can advance this investigation.

SECTION 5: RECOMMENDATIONS

That the Board approve \$6,500 in funding to support a Lardeau Valley Opportunity LINKS Society pilot of residential power back up/renewable home assessment & rebates, to be paid from the Community Sustainable Living Service (S105).

Respectfully submitted,

Paris Marshall Smith

CONCURRENCE

Manager of Community Sustainability – Chris Johnson

General Manager of Development & Community Sustainability – Sangita Sudan

Chief Financial Officer – Yev Malloff

Chief Administrative Officer – Stuart Horn



Committee Report

Date of Report:	March 27, 2023
Date & Type of Meeting:	April 20, 2023 Community Sustainable Living Advisory Committee (CSLAC)
Author:	Paris Marshall Smith, Sustainability Planner
Subject:	Selkirk College Collaborative Research Agreement – Drinking Water and Watershed Protection Service Case Analysis
File:	10-5200-WGI-Service Case Analysis
Electoral Area/Municipality:	All RDCK Areas

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to request Board approval of a Collaborative Research Agreement with Selkirk College to provide research support for Drinking Water and Watershed Protection Service Case Analysis.

This agreement supports Board resolution 433/22 - That the Board direct staff to prepare a service case analysis and report back to the Board on the implications of establishing the requisition of a Drinking Water & Watershed Protection Service bylaw for protection of watersheds and drinking water in the Regional District of Central Kootenay to be added to the workplan in 2023. The CRA provides support to assist RDCK staff with the research required to conduct the service case review. There is no cost to the RDCK.

Recommendation:

That the Board approve the RDCK enter into a Collaborative Research Agreement with Selkirk College to provide research support for a service case analysis on a Drinking Water and Watershed Protection Service for the period of May 1, 2023 and September 30, 2023.

SECTION 2: BACKGROUND/ANALYSIS

The purpose of this report is request Board approval of a Collaborative Research Agreement with Selkirk College to provide research support for Drinking Water and Watershed Protection Service Case Analysis. The full agreement is provided as **Attachment A – BRD-SELKIRK-CRA-ATTACH01**.

This agreement supports Board direction to prepare a service case review of establishing the requisition of a Drinking Water & Watershed Protection Service bylaw for protection of watersheds and drinking water in the Regional District of Central Kootenay. There is no cost to the RDCK, this project is grant funded.

Over 16 weeks (May to September 2023), Selkirk College will oversee student led research of a service case review for the RDCK. This will involve:

- reviewing example case studies from across BC and Canada
- identifying watershed ecological services and hazards including wildfire and flood mitigation
- identifying possible functions that the service could include
- reviewing applicable legislation to define the possible scope of the service

- coordinating with RDCK staff to analyze the potential costs of delivering the service(s)
- sharing research results through a report, board report, and possible presentation

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
 Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

This agreement requires no financial contribution from the RDCK

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

None at this time

3.3 Environmental Considerations

None at this time

3.4 Social Considerations:

None at this time

3.5 Economic Considerations:

None at this time

3.6 Communication Considerations:

RDCK staff will coordinate with Selkirk staff on recruitment and project management. Project deliverables will come to the Board for review.

3.7 Staffing/Departmental Workplan Considerations:

The staff time required is included in the Sustainability Planner's 2023 workplan.

3.8 Board Strategic Plan/Priorities Considerations:

This agreement aligns with Board priority for coordinator delivery of services and drinking water protection.

SECTION 4: OPTIONS & PROS / CONS

That the Board approve the RDCK enter into a Collaborative Research Agreement with Selkirk College for for Drinking Water and Watershed Protection Service Case Analysis for the period of May 1, 2023 and September 30, 2023.

OPTION 1 – APPROVE

Pro:

- This agreement supports work that the Board has directed staff to complete. It is a win win.

Con:

- There is no con

SECTION 5: RECOMMENDATIONS

That the Board approve the RDCK enter into a Collaborative Research Agreement with Selkirk College to provide research support for a service case analysis on a Drinking Water and Watershed Protection Service for the period of May 1, 2023 and September 30, 2023.

Respectfully submitted,

Paris Marshall Smith, Sustainability Planner

CONCURRENCE

Chief Administrative Officer – Stuart Horn

General Manager of Development and Community Sustainability Services – Sangita Sudan

Manager of Community Sustainability Services – Chris Johnson

ATTACHMENTS:

Attachment A – BRD-SELKIRK-CRA-ATTACH01

Collaborative Research Agreement

This **AGREEMENT** dated for reference, March 15, 2023,

BETWEEN:

Selkirk College, a corporation continued under the College and Institute Act of British Columbia and having its administrative offices at 301 Frank Beinder Way, Castlegar, BC, V1N 4L3, ("**SC**"),

AND:

Regional District of Central Kootenay, an entity duly incorporated under the laws of British Columbia having its registered office at Box 590 202 Lakeside Drive Nelson, BC V1L 5R4, (the "**Research Partner**"),

(together, the "**Parties**").

WHEREAS

- A.** SC provides a learning environment that encourages innovation, applied research and development, and entrepreneurship.
- B.** The Research Partner requires innovation, applied research and/or entrepreneurship assistance and wishes to support, through cash and / or in-kind contributions, relevant applied research and development activities at SC.

SC and the Research Partner wish to enter into this agreement (the "Agreement") to have SC undertake the research project outlined in Schedule A and entitled "**Drinking Water and Watershed Protection Service Case Analysis**" (the "Project") in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the mutual covenants of the parties herein and other good and valuable consideration, SC and the Research Partner agree as follows:

Article 1 – Definitions

In this Agreement:

(a) "Confidential Information" means all confidential or proprietary information concerning the Project, regardless of its form, that is (i) disclosed by SC to the Research Partner, or (ii) disclosed by the Research Partner to SC, except that "Confidential Information" does not include information: (iii) possessed by the receiving party (the "Receiving Party") prior to receipt from the disclosing party (the "Disclosing Party"), other than through prior confidential disclosure by the Disclosing Party, as evidenced by the Receiving Party's business records; (iv) published or available to the general public otherwise than through a breach of this Agreement; (v) obtained by the Receiving Party from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to the Disclosing Party in respect of the same; or (vi) independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of or access to the Disclosing Party's information as evidenced by the Receiving Party's business records.

(b) "Intellectual Property" (IP) means any form of knowledge or expression created by human intellect that can be owned by a person or group. It includes, but is not limited to, inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative works which have value. It includes that which is protectable by statute or legislation, such as patents, copyrights, trademarks and trade secrets. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and

visualizations, biological materials, chemicals, other compositions of matter, plants and records of research.

(i) "Research Partner Intellectual Property" means any and all knowledge, know-how, techniques, processes, and/or tools which are proprietary to the Research Partner and created prior to the start of the Project, as identified in Schedule C.

(ii) "SC Intellectual Property" means any and all knowledge, know-how, techniques, processes, and/or tools which are proprietary to SC and created prior to the start of the Project, as identified in Schedule D.

Article 2 – Role of the Research Partner and SC

The role of each Party in performing the Project will be in accordance with Schedule A. SC and the Research Partner must conduct the Project in accordance with any timeframes in Schedule A and promptly deliver all reports and deliverables specified in Schedule A.

Article 3 – Contribution from the Research Partner

In consideration of SC carrying out the Project as set out in Schedule A, the Research Partner agrees to provide the cash and / or in-kind contribution(s) specified in Schedule B. If a cash contribution is specified, the Research Partner shall deliver it to SC within 30 days of execution of this agreement. If in-kind contributions are specified, the Research Partner shall deliver these contributions as outlined in Schedule B.

Article 4 – Principal Investigator

The Principal Investigator responsible for the technical conduct of the Project and supervision of participating researchers and students shall be Lauren Rethoret. If for any reason the above-designated Principal Investigator is unable to complete the Project, SC shall be free to replace the Principal Investigator with an alternate acceptable to the Research Partner. If the Research Partner does not accept the successor proposed by SC, acting reasonably, the parties will take all reasonable steps to terminate the Project with a minimum of costs.

Article 5 – Liaison

The Research Partner representative for the Project, who is responsible for technical liaison and management of the Project on behalf of the Research Partner shall be Sangita Sudan.

Article 6 – Term

The present Agreement shall have an effective date of May 1, 2023 and shall terminate on September 30, 2023.

Article 7 – Amendments to Agreement

The terms herein stipulated may not be modified in any way without the mutual consent of the Parties in writing.

Article 8 – Assignment

No right or obligation related to this Agreement shall be assigned by either party without the prior written permission of the other, such permission not to be unreasonably withheld.

Article 9 – Equipment

Unless otherwise agreed, any equipment, machinery, data, or other property, provided by the Research Partner to SC for the purposes of this Agreement will be the exclusive property of the Research Partner, will be insured by the Research Partner and will forthwith be delivered by SC to the Research Partner on written notice to SC requesting delivery of the same at the Research Partner cost, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

Equipment purchased by SC as a budgetary item for use in the Project will be the property of SC, and the Research Partner acknowledges that SC's insurance is applicable only to such equipment owned by SC.

Article 10 – Confidentiality

SC and the Research Partner may wish to disclose Confidential Information to each other to facilitate work under this Agreement. SC and the Research Partner agree to keep confidential and not disclose to others information designated as "confidential" and supplied by them for the purpose of developing the research work under this Agreement. The parties agree to advise and notify the other as to which information disclosed, if any, constitutes Confidential Information.

Such information shall be safeguarded, not used for any purpose except that for which it was initially provided and not disclosed to anyone without a need to know within the Research Partner or SC or to third parties, and then only with appropriate confidentiality agreements, including terms no less stringent than set out in this Agreement, being signed.

The Research Partner contemplating the disclosure of Confidential Information acknowledges that SC is by its very nature an open, public teaching and applied research institution with students passing through in an open and uncontrolled manner and therefore cannot provide the same degree of security for its own Confidential Information as that which is customary in an industrial research centre. However, SC will use the same care and discretion to avoid disclosure of Confidential Information as it uses for its own similar Confidential Information that it does not wish to disclose.

Each party hereto accepts and agrees that the obligation of confidentiality shall persist for a period of 3 years after the completion or termination of this Agreement. Upon completion or termination of this Agreement, each party that has received Confidential Information or material during the course of the Agreement shall, upon written request, return such Confidential Information and material to the other and shall not retain copies or transcripts thereof for any purpose whatsoever.

Unless otherwise agreed to in writing, the terms and conditions of this Agreement are confidential.

Article 11 – Publicity and Use of Name

Each Party agrees that it shall not use the name, logo, trademark or any other identifying mark, or the names of any staff member of the other party in any advertising or publicity material, or make any form of representation or statement in relation to the Project that would constitute an express or implied endorsement by the other party of any product or service, without obtaining the prior written approval of an authorized representative of the other Party.

Notwithstanding this Article, SC shall be entitled to include a description of the Project in any list of applied research projects that it produces from time to time, including but not limited to lists of current research projects produced for reports to government funding sources. Such lists of research projects may include the title of the Project and/or a short description agreed to by the Parties, the name of the Principal Investigator, the term, the Research Partner name, and the dollar value (direct and in-kind) of the contract. SC staff members shall also be entitled to use such information in their personal curricula vitae.

All other terms of the agreement shall not be disclosed without the express written approval of the other party.

Article 12 – Academic Progression and Publication

The Parties agree that it is part of SC's function to disseminate information and make it available for the purpose of training and scholarship. Dissemination includes presenting publications at symposia, national or international professional meetings, or the publication in journals or other publications of accounts of the work pertaining to this Agreement. The Research Partner agrees and acknowledges that SC students and employees involved in the Project may describe the Project in general terms agreed upon by the Parties to

meet academic requirements for class presentations, for courses and for programs, and for the purposes of career development.

To eliminate the possibility that the evaluation of course work or a thesis is delayed, the Research Partner may make a written request to SC that the course work or thesis be submitted and examined in confidence, and that any examiner not already covered by a suitable obligation of confidentiality, sign a confidentiality and non-use agreement. The Research Partner may also request that the course work or thesis not be made public for a period not to exceed six (6) months from the date of submission of the work.

The Research Partner recognizes that the results of the Project, including any Project Intellectual Property and research data (together “the Results”) must be publishable or otherwise available for public dissemination, and agrees that SC and its researchers have the right to present at professional meetings or symposia, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the Project, other than the Research Partner’s Confidential Information. To avoid improper disclosure of the Research Partner’s Confidential Information or loss of available protection of such information or the Results through public disclosure, the SC will furnish the Research Partner with copies of any proposed publication or presentation that contains information that may identify the Research Partner, in advance of such proposed publication or public presentation. The Research Partner shall have 14 days after receipt of said copies to object to such proposed public dissemination; in which event, SC shall refrain from making such publication or presentation for a maximum of six months from the date of receipt of such objection to allow the Research Partner to take appropriate measures to protect the Research Partner Intellectual Property or any Project Intellectual Property. The Research Partner may request that any Research Partner Confidential Information be deleted from the materials submitted, or that portions thereof be rewritten so as to protect the proprietary rights of the Research Partner; provided that SC researchers shall have final authority to determine the scope and content of any publication, except with respect to the Research Partner’s Confidential Information.

In the event a student of SC works on the Project and that student completes a thesis or academic report relating to the Project, the parties acknowledge and agree that (a) the student may include all reports and any other material developed in connection with the Project, in whole or in part, in the thesis or academic report; (b) the student will own the copyright in that thesis or education report; and (c) the right of the student to have the thesis or academic report examined is not inhibited by this Agreement. SC will require any such student to comply with the provisions of Articles 10 and 13 with respect to the publication of that thesis or academic report. Notwithstanding anything else in this Agreement, unless the Research Partner objects to the publication or defense of a thesis on the basis that it will result in the authorized disclosure of Confidential Information, publication or defense of a thesis or education report may only be delayed (not prohibited) in accordance with applicable policies and practices of SC. There can be no delay to the defence of a student’s thesis.

Notwithstanding any other term or condition of this Agreement, SC retains or, where necessary, is hereby granted, the right on behalf of itself and its researchers, to use the Results for research, scholarly publication, and educational use.

Article 13 - Intellectual Property and Grant of Rights

The Parties hereto acknowledge and agree that during the Term of this Agreement, the Research Partner may provide SC with access to Research Partner Intellectual Property. Notwithstanding anything else in this Agreement, the Research Partner owns all right, title and interest in and to Research Partner Intellectual Property.

The Parties hereto acknowledge and agree that in the course of the Project, SC may utilize SC Intellectual Property or provide the Research Partner with access to SC Intellectual Property. Notwithstanding anything else in this Agreement, SC retains all right, title and interest in and to the SC Intellectual Property and any improvements and/or modifications thereto.

During the Term of the Agreement in the performance of the Project, SC may, either solely, or jointly with the Research Partner, conceive and/or make inventions, improvements, and/or discoveries related to SC Intellectual Property or Research Partner Intellectual Property (the “Project Intellectual Property”). All right and title to Project Intellectual Property will belong to the Research Partner. SC will cause the Principal Investigator (including any replacement) and any other student or employee of SC involved with creating Project Intellectual Property to waive any and all moral rights that such persons may have in connection with the Project.

SC will, at the Research Partner’s cost, promptly execute and deliver to the Research Partner any assignment or documents the Research Partner deems necessary to vest in the Research Partner all right, title and interest relating to the Project Intellectual Property.

The Research Partner acknowledges and agrees that SC may use Project Intellectual Property without charge for research, educational and all other non-commercial purposes.

Article 14 - Liability and Indemnity

The Research Partner indemnifies, holds harmless and defends SC, its Board of Governors, directors, officers, employees, students, invitees and agents against all and any claims that arise, directly or indirectly, out of the act or omission of the Research Partner or the Research Partner’s officers, directors, employees or agents in the performance of the Project, excepting always liability arising from the independent negligence of SC or its staff or students.

The Research Partner indemnifies, holds harmless and defends SC, its Board of Governors, directors, officers, employees, students, invitees and agents against all and any claims (including reasonable legal fees and disbursement) arising out of the receipt or use by the Research Partner of any of SC’s Confidential Information, Project Intellectual Property, or any data or results arising from the Project including, without limitation, any damages or losses, consequential or otherwise, however they may arise.

Article 15 - Warranty

SC agrees to carry out the research in accordance with appropriate scientific and professional standards but does not promise to achieve any desired result. SC expressly disclaims any warranty, express or implied, on the results of the research, including without limitation all implied warranties or conditions of merchantable quality and fitness for a particular purpose and all warranties arising from course of dealing and trade usage. SC, its employees or agents shall not be liable for any direct, indirect, special, incidental, consequential, or any other damage suffered by the Research Partner or others resulting from the use of the research results, any deliverables or Intellectual Property developed by SC under this Agreement, including without limitation damages for lost data or economic loss, regardless of the legal theory (including any negligence theory, except in connection with personal injury or property damage), even if SC has been advised of the possibility of such damage and even if arising from a fundamental breach.

Article 16 – Insurance

Each Party to this Agreement is responsible for insuring its owned property directly or indirectly connected with this Agreement.

Each of the Parties to this Agreement shall secure and maintain Comprehensive General Liability insurance with an insurer licensed in the Province of their operations, in an amount not less than \$5Million per occurrence, insuring against bodily injury and property damage, including loss of use thereof, blanket contractual liability and contingent employer’s liability, and shall include each Party as additional insured. Upon request by the other party, each party shall provide written evidence of insurance as outlined above.

Article 17 - Termination for Default

Either party may terminate this Agreement thirty (30) days after written notice of default is given to the defaulting party and if the defaulting party does not take immediate action to correct such default within

such period.

No condoning, excusing or overlooking by any party of any default, breach, or non-observance by another at any time or times in respect of any covenants, provisos or conditions of this Agreement, shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance, so as to defeat in any way the rights of such party in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing.

No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining any action to which it may otherwise be entitled either at law or in equity.

Article 18 - Notices

Notices under this Agreement shall be sent by registered mail, return receipt requested or delivered by hand, return receipt requested to the following address of either party unless changed by written notice. Notice may also be sent by facsimile. Any notice sent by facsimile will be deemed to have been received one clear day after transmittal.

SC: 301 Frank Beinder Way
Castlegar, BC, V1N 4L3
Tel: (250) 365-1434
Attn: Terri MacDonald
tmacdonald@selkirk.ca

Research Partner: Box 590 202 Lakeside Drive
Nelson, BC, V1L 5R4
Tel: (250) 354-6084
Attn: Sangita Sudan
ssudan@rdck.bc.ca

Article 19 - Force Majeure

Neither party to this Agreement shall be liable to the other for any failure or delay in performance caused by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, unusually severe weather, governmental action, health emergency, or pandemic.

Article 20 - Entire Agreement

This Agreement shall supersede all prior documents or agreements, whether written or verbal, in respect of the subject matter thereof, including any Non-Disclosure Agreement previously executed by the parties.

Article 21 - Choice of Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of British Columbia and both parties expressly attorn to the jurisdiction of the courts of British Columbia for enforcement thereof.

Article 22 - Arbitration

It is the intention of the parties to settle any dispute relating to the Agreement among themselves, but if at any time during the term of this Agreement, or after its termination, any dispute arises between the parties respecting any matter which they cannot settle among themselves, then the dispute will be settled by a single arbitrator appointed by agreement between both parties, under the provisions of the Commercial Arbitration Act (British Columbia) and the rules of the British Columbia International Commercial Arbitration Centre, as from time to time amended or substituted. If the parties cannot agree on an arbitrator within 10 days after referral of a matter to arbitration, then the single arbitrator shall be appointed by the British Columbia International Commercial Arbitration Centre. The decision of the arbitrator will be final and

binding on the parties. The costs of the arbitration will be apportioned between the parties, or against any one or more of the parties, as the arbitrator may decide.

Article 23 - Relationship of Parties

The relationship of SC to the Research Partner is that of an independent contractor and nothing in this Agreement shall be construed as establishing an agency, Research Partnership, or employment relationship between the parties.

Article 24 - Severability

In the event that any part, section, paragraph or sub-paragraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

Article 25 - Survival of Articles

Articles 10 (Confidentiality), 11 (Publicity), 12 (Academic Progression and Publication), 13 (Intellectual Property and Grant of Rights), 14 (Liability & Indemnity), 15 (Warranty), and 22 (Arbitration) shall survive the termination of this Agreement for any reason in addition to those articles surviving by operation of Law.

Article 26 - General

SC will not in any manner whatsoever commit or purport to commit the Research Partner to the payment of money to any person, firm or corporation.

IN WITNESS THEREOF, duly authorized officers of the Parties hereto have executed duplicate copies of this Agreement as of the day and year first written above.

SIGNED FOR AND ON BEHALF OF
SELKIRK COLLEGE:

SIGNED FOR AND ON BEHALF OF
REGIONAL DISTRICT OF CENTRAL
KOOTENAY:

Terri MacDonald

Director, Applied Research and Innovation

Authorized signatory

Date

Sangita Sudan

General Manager of Development &
Community Sustainability Services
Authorized signatory

Date

Schedule A

Project Description: Drinking Water and Watershed Protection Service Case Analysis

Background and Objective:

The Regional District of Central Kootenay recognizes the significant and growing challenges facing watersheds in the region. These include, most significantly, land use pressures, reducing the impact of and exploring the adaptations required due to the changing climate. There may be an opportunity to establish one or more regional services that proactively address these challenges by facilitating initiatives focused on the protection of drinking water and watersheds.

The RDCK requires research support to assist RDCK staff with the development of local government services for drinking water and watershed protection. This involves:

- reviewing example case studies from across BC and Canada
- reviewing watershed ecological services and hazards including wildfire and flood mitigation
- determine possible functions that the service could include
- reviewing applicable legislation to define the possible scope of the service
- coordinating with RDCK staff to analyze the potential costs of delivering the service(s)
- sharing research results through a report, board report, and possible presentation

Research Activities

Activity	Deliverable	Estimated Timeline	Responsibilities
Case study review, literature summary on watershed services/hazards, and review of previously-completed research	Background information report to inform scoping discussions with staff	Mid-May – Mid-Jun	RDCK (advise on specific report objectives and share previously-compiled reports/data) Selkirk (conduct document review and assemble report – approximately 100 intern hours)
Staff and elected official engagement to identify possible service functions and related information gaps (1-on-1 or group meetings and follow up conversations)	Collated meeting notes with identification of major themes and foci for next stage of research	Mid-Jun – Mid-Jul	RDCK (introduce project to other departments and connect research team to meeting participants) Selkirk (conduct meetings and follow-up, take notes, summarize themes – approximately 100 hours)
Review of legislation to investigate feasibility of possible	Memorandum summarizing	Mid-Jul – Early-Sep	Selkirk (identify applicable legislation, conduct review,

service functions; follow-up research to address identified information gaps including those related to service costing	findings, including annotated spreadsheets as applicable		conduct follow-up research, develop summary memo and spreadsheets – approximately 200 hours) RDCK (identification of costing information gaps that require research input from intern)
Presentation of findings	Presentation to staff and/or elected officials; preparation of board report	Mid-Sep	RDCK (assist in scheduling presentation and inviting attendees) Selkirk (develop and deliver presentation(s) and report – approximately 20 hours)

Budget:

Student Internship (420 hours)	\$10,000
Faculty Supervision	\$5,000
Mitacs Contribution	-\$7500
GST on Remainder (5%)	\$375
Total Partner Contribution*	\$7,875

*Note for this project the partner contribution is paid through funds currently held by Selkirk College in relation to past *Building Local Government Capacity for Rural Economic Development* project

Services provided by Selkirk College within the scope of this project are charged at the following rates:

- Personnel:
 - Faculty Researcher: current rates (\$130/hour at time of signing)
 - Faculty Research Assistant: current rates (\$80/hour at time of signing)
 - Research Intern: current rates (\$25/hour at the time of signing)
 - Graduate Research Intern: current rates (\$27/hour at the time of signing)

- Travel:
 - At cost (\$.50/km)

- Overhead (includes project administration, facilities, equipment, etc.):
 - 20% of total project cost

Schedule B

Research Partner Contribution

Partner contribution is paid through funds currently held by Selkirk College in relation to past *Building Local Government Capacity for Rural Economic Development* project.

Schedule C

Research Partner Intellectual Property

None indicated.

Schedule D
SC Intellectual Property

None indicated