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| <p>10. 2021 Ports Capital Plan Update<br/>                 General Manager, Planning and Community Development<br/> <b>Ports Services (Voting – B, D, E, F)</b></p>                           | <p>ANNEX H<br/>                 pp 51 - 54</p>   |
| <p>11. Sunshine Coast Community Solar Association Partnership Agreement<br/>                 Manager, Sustainable Development<br/> <b>Regional Sustainability Services (Voting - All)</b></p> | <p>→INSERT<br/>                 pp 54a – 54g</p> |
| <p>12. Agricultural Advisory Committee Meeting Minutes of April 27, 2021<br/> <b>Rural Planning Services (Voting – A, B, D, E, F)</b></p>   | <p>ANNEX I<br/>                 pp 55 - 56</p>   |
| <p>13. Electoral Area A (Egmont/Pender Harbour) APC Minutes of April 28, 2021<br/> <b>Electoral Area A (Rural Planning Services) (Voting – A, B, D, E, F)</b></p>                             | <p>→REMOVE</p>                                   |
| <p>14. Electoral Area B (Halfmoon Bay) APC Minutes of April 27, 2021<br/> <b>Electoral Area B (Rural Planning Services) (Voting – A, B, D, E, F)</b></p>                                      | <p>ANNEX J<br/>                 pp 57 - 59</p>   |
| <p>15. Electoral Area D (Roberts Creek) APC Minutes of April 19, 2021<br/> <b>Electoral Area D (Rural Planning Services) (Voting – A, B, D, E, F)</b></p>                                     | <p>ANNEX K<br/>                 pp 60 - 61</p>   |
| <p>16. Electoral Area E (Elphinstone) APC Minutes of April 28, 2021<br/> <b>Electoral Area E (Rural Planning Services) (Voting – A, B, D, E, F)</b></p>                                       | <p>ANNEX L<br/>                 pp 62 - 64</p>   |
| <p>17. Electoral Area F (West Howe Sound) APC Minutes of April 27, 2021<br/> <b>Electoral Area F (Rural Planning Services) (Voting – A, B, D, E, F)</b></p>                                   | <p>ANNEX M<br/>                 pp 65 - 68</p>   |

**COMMUNICATIONS**

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| <p>18. <u>Nitya Harris, Chair, Coexisting with Carnivores Alliance, and Lisa Trotter, Wild Wise Society dated April 8, 2021</u><br/>                 Regarding Request for Letter of Support - Moratorium on Recreational Wolf Hunting on Vancouver Island</p> | <p>ANNEX N<br/>                 pp 67 - 71</p> |
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**NEW BUSINESS**

**IN CAMERA**

THAT the public be excluded from attendance at the meeting in accordance with Section 90(1) (d) and (i) of the Community Charter – “the security of the property of the municipality” and “the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.”

**ADJOURNMENT**

## SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

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**TO:** Planning and Community Development Committee – May 20, 2021  
**AUTHOR:** Raphael Shay – Manager, Sustainable Development  
**SUBJECT:** Sunshine Coast Community Solar Association Partnership Agreement

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### RECOMMENDATIONS

**THAT the report titled Sunshine Coast Community Solar Association Partnership Agreement be received;**

**AND THAT the delegated authorities be authorized to sign a Partnership Agreement for the Energy Audits Project for a term of up to seven months.**

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### BACKGROUND

The Sunshine Coast Community Solar Association (SCCSA) offered to assist the SCRD achieve the Strategic Plan goal of becoming carbon neutral and the Strategic Energy Management Plan goal of reducing energy use by 30% by 2025 from 2011 levels.

On April 22, 2021, the SCRD Board adopted the following resolution:

123/21 **Recommendation No. 1** *Sunshine Coast Community Solar Association Delegation*

THAT the delegation materials from the Sunshine Coast Community Solar Association be received for information;

AND THAT staff work with the Sunshine Coast Community Solar Association to explore partnership opportunities to conduct SCRD facility energy studies.

The purpose of this report is to outline the partnership opportunity and request the delegated authorities be authorized to sign the Partnership Agreement.

### DISCUSSION

#### *Options and Analysis*

Staff recommend the SCRD sign a partnership agreement with the Sunshine Coast Community Solar Association.

The SCCSA's offer can increase the SCRD's capacity to review several SCRD buildings for the following:

- Energy efficiency opportunities, including the phasing out of carbon emissions;
- Solar feasibility; and
- EV charging potential.

Many of the energy retrofits at SCRD facilities were done under the BC Hydro Corporate Energy Management program that ended in 2016. There remains several opportunities to increase efficiency at SCRD facilities. Identifying, costing, and prioritizing these opportunities would assist the SCRD reduce greenhouse gas emissions and energy costs.

The partnership agreement outlines roles and responsibilities of the parties for the success of the project.

Should the SCRD opt to not sign a partnership agreement, the above mentioned work would not proceed and staff would respectfully decline the offer from the SCCSA so that they may realign their offer of assistance to other entities.

#### *Organizational and Intergovernmental Implications*

Some staff time will be required to setup the project, ensure it generates information that will help inform asset management plans, and coordinate site visits.

Based on the capacity and structure of the SCCSA, they are not in a position to provide reciprocal insurance with us. Thus SCRD will bear responsibility for the safety of SCCSA volunteers when working at our sites. Specific safety controls are outlined in the agreement in order to make this risk acceptable/recommendable for acceptance.

#### *Financial Implications*

The SCCSA is not asking for remuneration for this service. The results of this project may place the SCRD in a better position to seek grant funding to improve the performance of its buildings.

#### *Timeline for next steps or estimated completion date*

Following Board direction, a Partnership Agreement would be promptly signed between the SCRD and the SCCSA so the project can begin.

### **STRATEGIC PLAN AND RELATED POLICIES**

A Partnership Agreement with the SCCSA supports the following Strategic Plan strategies and tactics:

- Increase intergovernmental collaboration: Identify and implement opportunities for joint initiatives, collaboration and information sharing between local governments;
- Achieve carbon neutrality (corporate): Undertake steps to achieve Climate Action Revenue Incentive Program (CARIP) Level 4 (carbon neutrality);
- Continue to develop and implement comprehensive asset stewardship strategy: Develop and implement asset stewardship plan components including asset inventory, condition assessments, levels of service, risk assessments, capital and operational maintenance plans and funding strategies

**CONCLUSION**

The Sunshine Coast Community Solar Association (SCCSA) offered to assist the SCRD identify energy efficiency opportunities, including the phasing out of carbon emissions, solar feasibilities, and EV charging potential at various facilities.

Staff have developed a Partnership Agreement that outlines roles and responsibilities of the parties for the success of the project. Staff recommend delegated authorities be authorized to sign the partnership agreement.

**ATTACHMENTS**

Attachment A: Draft Partnership Agreement

Reviewed by:			
Manager		Finance	
GM	X – I. Hall	Legislative	
CAO	X – D. McKinley	Risk/Purchasing	



This Partnership Agreement (“Agreement”) is dated for reference  
the \_\_\_\_\_ day of \_\_\_\_\_ (Date)

**BETWEEN:**

**Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V7Z 0A8**

**(the “Regional District”)**

**AND:**

**Sunshine Coast Community Solar Association  
309 Hough Rd  
Gibsons, BC V0N 1V4**

**(“SCCSA”)**

**WHEREAS:**

The Regional District and SCCSA recognize that

- 1.01 SCR D facilities are located within the territory of the Skwxwú7mesh and shíshálh Nations.
- 1.02 The Regional District is responsible for managing and maintaining a number of facilities that help meet service requirements in a variety of separate service functions.
- 1.03 SCCSA is a registered not-for-profit society and an organization devoted to empowering and supporting residents of British Columbia's beautiful Sunshine Coast in all aspects of energy conservation and renewable energy production.
- 1.04 The Regional District and the SCCSA are entering into agreement towards energy audits of SCR D facilities.
- 1.05 The Regional District is supportive of SCCSA completing energy audits on agreed upon facilities, including solar assessments, identification of energy conservation measures, and EV charging equipment readiness in accordance with the authorized “Scope of Work”.

NOW THEREFORE, the parties agree as follows:

## **AUTHORIZED SCOPE OF WORK:**

The Regional District authorizes SCCSA to conduct the specific scope of work listed below:

- 2.01 Review documents related to structural, electrical, and energy aspects of selected facilities.
- 2.02 Submission of work plan and checklist prior to site visits.
- 2.03 Site visits to SCRD facilities as detailed in the work plan and checklist.
- 2.04 Provide a final report with recommendations for selected facilities.

The Regional District will carry out the following:

- 2.05 Create a list of facilities that will be subject to energy audits.
- 2.06 Compile and share relevant structural, electrical, and energy related documentation for selected facilities where it exists.
- 2.07 Review and approve the work plan and checklist.
- 2.08 Organize and grant access to selected facilities based on the work plan and Terms and Conditions.
- 2.09 Review a final report and, subject to Board decision where applicable, integrate recommendations it deems feasible into Asset Management Plans.

## **TERMS AND CONDITIONS:**

- 3.01 This Partnership Agreement is for the period commencing May 27, 2021 and ending December 31, 2021.
- 3.02 Either party may terminate this agreement by giving 30-days written notice. The parties shall meet during that 60-day period to discuss and attempt to resolve the reasons for termination. The party that issued the notice of termination may withdraw that notice at any point prior to the conclusion of the 60-day period, in which case this agreement continues in force and effect.
- 3.03 No amendment or modification to this agreement shall take effect unless consented to in writing by both parties.
- 3.04 Each Party will delegate a primary contact for communicating all matters pertaining to this agreement.
- 3.05 The parties shall meet biweekly to review work completed, and to confirm the next steps in the work plan.
- 3.06 Nothing in this agreement creates or shall be interpreted as creating a relationship of agency or contractor between the Regional District and the SCCSA.
- 3.07 The Regional District agrees to indemnify and save harmless the SCCSA and its directors, members, volunteers, interns, employees, and sub-contractors, if any, from and against all claims, actions, losses, damages or expenses arising from the willful misconduct, gross negligence or bad faith actions of the Regional District or any of its employees, contractors or representatives.
- 3.08 The SCCSA shall indemnify and save the Regional District harmless against all damages, costs, losses or expenses incurred as a result of the SCCSA's breach of this Partnership Agreement.
- 3.09 Recognizing that the SCCSA is a small volunteer-run organization that does not have Commercial General Liability insurance, the Regional District takes responsibility for safety of volunteers and interns while on SCRD sites and safety

- risk will be mitigated through a series of actions that will include but are not limited to:
- 3.09.1 being escorted by a qualified employee while on-site
  - 3.09.2 no access to roofs/areas of fall hazard
  - 3.09.3 mandatory safety briefing at the arrival of every site
  - 3.09.4 other site-specific safety measures as serve to protect SCCSA and SCRD
- 3.10 In all matters, the Regional District reserves the right to have the final decision authority on where and when SCCSA volunteers and interns access SCRD facilities.
  - 3.11 The SCCSA will promptly inform the Regional District of any changes to work plans.
  - 3.12 SCCSA shall not transfer or subcontract the authorized scope of work without written consent from the Regional District.
  - 3.13 Use of tools by volunteers and/or subcontractors must be preceded by proper training, and where applicable, certification.
  - 3.14 The SCCSA acknowledges that during the term of the engagement, he/she may have access to certain trade secrets and confidential information of the Regional District, its contractors, suppliers, residents or employees (the "Information"). Information includes but is not limited to any of the following:
    - 3.14.1 business methods, practices, and strategies;
    - 3.14.2 compilations of data, information, or other documents concerning business, methods, practices and strategies;
    - 3.14.3 information deemed sensitive or private under the laws of British Columbia including information the disclosure of which is contrary to *Freedom of Information and Protection of Privacy Act* ("FIPPA");
    - 3.14.4 information about residents of the Regional District;
    - 3.14.5 confidential, proprietary or trade secret information submitted by suppliers, consultants or co-venturers to the Regional District including information the disclosure of which is contrary to FIPPA;
    - 3.14.6 personnel files and payroll information; and
    - 3.14.7 any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the Regional District.
  - 3.15 The SCCSA recognizes that disclosure of the Information to any unauthorized person may expose the Regional District to substantial and irreparable harm or place the Regional District in contravention of obligations under FIPPA and agrees that, except as directed by the Regional District:
    - 3.15.1 he/she will not at any time, whether during or after the term of his/her engagement with the Regional District, disclose any Information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Information; and
    - 3.15.2 take reasonable steps to safeguard against accidental disclosure of the Information.
  - 3.16 The SCCSA agrees that upon request by the Regional District and in any event upon termination of the partnership agreement, the SCCSA shall turn over to the Regional District all documents, data, papers or other material in his/her possession or under his/her control which may contain or be derived from the Information, together with all documents, notes or other work product which is



connected with or derived from the SCCSA services to the Regional District, whether or not such material is at the date hereof in the SCCSA's possession.

- 3.17 The SCCSA acknowledges that disclosure of any confidential information will give rise to irreparable injury to the Regional District, inadequately compensable in damages. Accordingly, the SCCSA agrees that the Regional District will be entitled to obtain injunctive relief against any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.
- 3.18 The provisions of this Partnership Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of by either party against the other whether predicated on this Partnership Agreement or otherwise, and shall survive the termination of the partnership agreement rendered by the SCCSA to the Regional District however caused.
- 3.19 This Agreement shall be enforceable in and construed in accordance with the laws of the Province of British Columbia, Canada.

IN WITNESS WHEREOF the Corporate Seal of the SUNSHINE COAST REGIONAL DISTRICT was hereunto affixed in the presence of:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Corporate Officer

Signed on the: \_\_\_\_\_

C/S

IN WITNESS WHEREOF the SUNSHINE COAST COMMUNITY SOLAR ASSOCIATION was hereunto affixed in the presence of:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

Signed on the: \_\_\_\_\_

C/S