



AGENDA CITY OF MERRITT REGULAR MEETING OF COUNCIL

Tuesday, April 23, 2024

6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

2185 Voght Street

Merritt, B.C

Mission Statement: *The City of Merritt is a progressive, attractive, economically viable City that is socially responsible and environmentally sustainable.*

Pages

1. CALL TO ORDER

1.1 Land Acknowledgement

We would like to begin this meeting by acknowledging that we are gathered on the traditional, ancestral and unceded territories of the Nlaka'pamux and Syilx people.

2. LATE ITEMS

3. PUBLIC INPUT

10 m

4. ADOPTION OF MINUTES

4.1 Regular Council Meeting Minutes - March 26, 2024

5

Recommendation:

THAT the Minutes of the Regular Council Meeting held on March 26, 2024 be adopted.

4.2 Regular Council Meeting Minutes - April 9, 2024

10

Recommendation:

THAT the Minutes of the Regular Council Meeting held on April 9, 2024 be adopted.

5. GENERAL MATTERS - Delegations and Recognitions

5.1	<u>BC Transit</u>	15
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Elise Wren and Jen Getz will be presenting for BC Transit.

5.2	<u>Community Living BC</u>	
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Community Living BC will be presenting on Inclusive Housing Presentation.

5.3	<u>Thompson Nicola Trail Society</u>	24
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Lloyd Charney will be presenting for the Thompson Nicola Regional Trail Society.

6. UNFINISHED BUSINESS

7. BYLAWS

7.1	<u>Annual Property Taxes Bylaw No. 2369, 2024</u>	33
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Recommendation:

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a First Time; and

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a Second Time; and

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a Third Time.

8. NEW BUSINESS

8.1	<u>Development Variance Permit DVP2024-003 at 1227 Midday Valley Road</u>	38
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Recommendation:

THAT Council grants Development Variance Permit DVP 2022-003, to allow the use of Surety Bond (Performance Bond) as outlined in the April 12, 2024, report of the Planner as per section 498 of the Local Government Act.

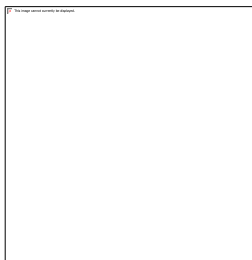
8.2	<u>MFA Financing – Public Works Cross Connection Van</u>	76
	Recommendation: THAT Council authorize up to \$74,000 to be borrowed, under section 175 of the Community Charter, from the Municipal Finance Authority, for the purchase of a Cross Connection van.	
	Recommendation: THAT the loan be repaid within 5 years, with no right of renewal.	
8.3	<u>2024 TNRD Fire Agreement</u>	78
	Recommendation: THAT Council directs staff to enter into the 2024 Fire Protection Agreement with the Thompson Nicola Regional District, substantially in the form attached to this report.	
8.4	<u>Council Policy Review Committee Recommendation from April 18, 2024</u>	98
	Recommendation: THAT Council adopt the Recreation Advisory Committee Terms of Reference.	
9.	<u>NOTICES OF MOTION</u>	
10.	<u>REPORTS FROM COUNCIL</u>	
11.	<u>INFORMATION ITEMS</u>	
11.1	<u>Letter from Kerri-Doone Swedberg re: Mrs. Jean Swedberg C.V. Memorial</u>	105
11.2	<u>Letter from the Minister of Housing, Ravi Kahlon re: Rezoning Bills passed to help with housing shortages</u>	106
11.3	<u>Letter from Minister Adrian Dix re: Health Sector Shortage</u>	111
11.4	<u>Baillie House 2024 Q1 Report</u>	114
11.5	<u>Thank you Letter Nicola Valley Evangelical Free Church</u>	123
12.	<u>CAO Update</u>	
12.1	<u>CAO Update</u>	124
	CAO White to present	

13. Closed Session

Recommendation:

THAT this meeting be closed to the public pursuant to Section 90 (1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public, of the Community Charter.

14. TERMINATION OF MEETING



MINUTES
CITY OF MERRITT
REGULAR MEETING OF COUNCIL

Tuesday, March 26, 2024
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
2185 Voght Street
Merritt, B.C

PRESENT: Mayor M. Goetz
Councillor W. Charney
Councillor D. Egan
Councillor A. Etchart
Councillor M. Olguin
Councillor P. Petroczi

IN ATTENDANCE: Ms. C. White, Chief Administrative Officer
Mr. K. Natkinniemi, Director of Finance
Mr. S. Strang, Director of Recovery and Flood Mitigation
Ms. A. Nazaroff, Executive Administrative Assistant

1. CALL TO ORDER

Mayor Goetz called the meeting to order at 6:00 pm.

1.1 Land Acknowledgement

We would like to begin this meeting by acknowledging that we are gathered on the traditional, ancestral and unceded territories of the Nlaka'pamux and Syilx people.

2. LATE ITEMS

THAT "Notice of Motion Thompson Regional District Hospital Closures Recovery Cost" be added as item 8.7 to the agenda.

Moved, Seconded, CARRIED

3. PUBLIC INPUT

Nil

4. ADOPTION OF MINUTES

4.1 Special Council Meeting Minutes - March 19, 2024

THAT the Minutes of the Special Council Meeting held on March 19, 2024 be adopted.

Moved, Seconded, CARRIED

5. GENERAL MATTERS - Delegations and Recognitions

Nil

6. UNFINISHED BUSINESS

Nil

7. BYLAWS

Nil

8. NEW BUSINESS

8.1 Local Government Development Approvals Program Grant Application

CAO White briefed Council on housing developments in Merritt, including Spring Bank Avenue, Phillips, and Bann Streets.

CAO White highlighted the importance of collaboration, consultation, and engagement with Indigenous Communities in archaeological areas.

THAT Council direct staff to apply to the Local Government Development Approvals Program for funding up to \$150,000; and

THAT any cost overages be paid by the City of Merritt.

Moved, Seconded, CARRIED

8.2 Disaster Risk Reduction - Climate Adaptation Grant Application

Mr. K. Natkinniemi, Director of Finance, reviewed the project scope, as discussed in the Committee of the Whole meeting held in December 2024. The plan involves saving three years' worth of Parcel Tax money, totalling \$1.8 million, with the remaining funds to be sourced from the Gas Tax Reserve, achieving the \$8 million goal by 2026.

CAO White reviewed the cost implications of aging infrastructure and the consequences of lacking reserves and highlighted the current level of the aquifers.

THAT Council direct staff to apply for the Disaster Risk Reduction – Climate Adaptation grant under Category 3 (Small Scale Structural Activities): \$5 million for the Kengard well as premised in the 2024 – 2028 Financial Plan.

Moved, Seconded, CARRIED

THAT Council commits to funding costs above \$5M from the water infrastructure reserve and gas tax reserve as per the 2024 – 2028 Financial Plan.

Moved, Seconded, CARRIED

8.3 Creation of City Infrastructure Reserve and Administration Fee

CFO Natkinniemi to present.

THAT Council direct staff to create a City of Merritt Infrastructure Reserve to be funded with interest revenue from prepaid grants as follows: \$351,341 from funds received in 2023 for the Middlesboro Bridge, \$37,417 from funds received for diking in 2023, and \$151,735 from Treasury Board funds;

Moved, Seconded, CARRIED

THAT Council instruct staff to charge an administration fee to ROC operations of \$92,118 for 2023 and \$96,724 for 2024 for services provided to recovery operations and paid out of the general fund, which is funded by municipal taxation levies.

Moved, Seconded, CARRIED

8.4 C-EPA North Additional Diking

Director of Recovery and Mitigation to present.

Mr. Strang noted that the dike extension beyond the Public Works Yard will be funded through funds received from the Province. Dike construction is anticipated to commence in late July 2025.

THAT Council approves the increase in diking length for C-EPA North, and directs the additional funds to be used from the Provincial Recovery fund interest revenue, and

THAT Council directs staff to file for a DFO permit for this project, including the required letter of credit for the offsetting works and monitoring of the offsetting project.

Moved, Seconded, CARRIED

8.5 Middlesboro Bridge Phase 2B Contract Award

Director of Recovery and Mitigation to present.

THAT Council approves the award of the \$12,545,974.43 Phase 2B contract to Emil Anderson Construction for the construction of the replacement Middlesboro bridge.

Moved, Seconded, CARRIED

8.6 Provision of First Responder Services by Merritt Fire Rescue Department

THAT Council direct staff to send an invoice to the province to recover expenses, including staff costs, related to providing an elevated level of emergency medical services;

Moved, Seconded, CARRIED

THAT Council direct staff to engage the provincial government in reviewing and updating the service agreement and to include a fee for service to be paid by the provincial government.

Moved, Seconded, CARRIED

8.7 Thompson Regional District Hospital Closures Recovery Cost

Mayor Goetz reported that his request for Recovery Cost due to closures at the hospital was denied by Thompson Regional Hospital District.

THAT Council directs Mayor Goetz to take Thompson Regional District Hospital Closures Recovery Cost to the Province to recover 19 days lost day of full service.

Moved, Seconded, CARRIED

9. NOTICES OF MOTION

Nil

10. REPORTS FROM COUNCIL

Councillor Olguin reported his attendance at the Hospice Society and Annual Chamber of Commerce Meeting. He also reminded Council of upcoming events: Business after Business, LNIB Open House, Food Bank Annual General Meeting, and City of Merritt Open House, along with a City Survey.

Councillor Petroczi reported his attendance at the Police Committee Meeting, luncheon with MLA Jackie Tegart, and Town Halls.

Councillor Charney reported her attendance at Art Heals, luncheon with MLA Jackie Tegart, Town Halls, and a visit to the Senior Center.

Councillor Etchart reported his attendance at Coffee with Cop and the Policy Review Committee.

Councillor Egan reported her attendance at the Policy Review Committee Meeting, Town Halls, and a Conservative Town Hall, and meeting with the Chamber of Commerce.

Mayor Goetz reported his attendance at the Nicola Meadows Open House and the Airport Advisory Meeting. He encouraged support and donations for the Food Bank.

11. INFORMATION ITEMS

Nil

12. CAO UPDATE

12.1 CAO Update

CAO White to present.

CAO White updated Council on the following:

- Quarterly CAO Updates will be provided at Regular Council Meetings.
- Provided information regarding Prince George's five advocacy priorities, including Hospital Services and EMS Services.
- Update on the TNV MOU Service Agreement.
- City staff are currently participating with the Nicola Watershed Government Board Engagement.

Council asked CAO White about grass seeding/sodding given water restrictions; CAO mentioned that staff are looking into water conservation efforts.

Council inquired about fireproofing grants; CAO White noted the Fire Smart Team's engagement in xeriscape landscaping and native plants.

Council inquired about the City's plans for burned homes in Merritt; CAO White advised information on options would be distributed to Council.

13. TERMINATION OF MEETING

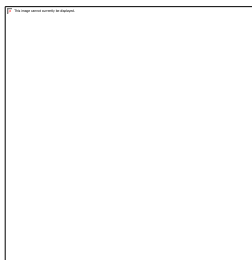
The Mayor declared the meeting ended at 7:36 pm.

Corporate Officer
Linda Brick

Certified correct in accordance with Section 124(2) (c) of the Community Charter

Confirmed on the ____ day of ____, 20____

Mayor
Michael Goetz



MINUTES
CITY OF MERRITT
REGULAR MEETING OF COUNCIL

Tuesday, April 9, 2024
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
2185 Voght Street
Merritt, B.C

PRESENT:

Mayor M. Goetz
Councillor W. Charney
Councillor D. Egan
Councillor A. Etchart
Councillor M. Olguin
Councillor P. Petroczi

IN ATTENDANCE:

Ms. C. White, Chief Administrative Officer
Ms. L. Brick, Director of Corporate Services
Mr. R. Green, Director of Public Works and Engineering Services
Mr. K. Natkinniemi, Director of Finance
Mr. D. Zakall, Director of Community Services
Ms. A. Nazaroff, Executive Administrative Assistant

1. CALL TO ORDER

Mayor Goetz called the meeting to order at 6:00 pm.

1.1 Land Acknowledgement

We would like to begin this meeting by acknowledging that we are gathered on the traditional, ancestral and unceded territories of the Nlaka'pamux and Syilx people.

2. LATE ITEMS

Nil

3. PUBLIC INPUT

Nil

4. ADOPTION OF MINUTES

Nil

5. **GENERAL MATTERS - Delegations and Recognitions**

Nil

6. **UNFINISHED BUSINESS**

Nil

7. **BYLAWS**

7.1 **2024 - 2028 Financial Plan Bylaw**

THAT Council Adopt “City of Merritt 2024 – 2028 Financial Plan Bylaw No. 2367, 2024”.

Against (1): Manuel Olguin

Moved, Seconded, CARRIED

8. **NEW BUSINESS**

8.1 **Claybanks RV Park**

THAT Council direct staff to plan for Claybanks RV Park to open in the Spring (April 1st) of 2025.

Moved, Seconded, CARRIED

8.2 **Central Park Concession Operating Agreement**

THAT Council direct staff to enter into the Central Park Concession Operating Agreement with Micheal Begg (Curbside Cookhouse), substantially in the form attached to the April 4, 2024 report of the Director of Community Services entitled “Central Park Concession Operating Agreement.

Moved, Seconded.

Amendment:

THAT the lease be amended to set the rental rate at \$600 for the months of October, November, and December 2024, and January 2025.

Moved, Seconded, CARRIED

The original motion was then put and carried as amended.

THAT Council direct staff to enter into the Central Park Concession Operating Agreement with Micheal Begg (Curbside Cookhouse), substantially in the form attached to the April 4, 2024 report of the Director of Community Services entitled “Central Park Concession Operating Agreement, as amended; and,

Moved, Seconded, CARRIED

THAT the Corporate Officer provide notice in accordance with Section 24 of the Community Charter.

Moved, Seconded, CARRIED

8.3 Contract for Land Purchase

THAT Council direct administration to complete the agreement to purchase PID 023-571-250 being Lot A District Lot 121 Kamloops Division Yale District Plan KAP57842 Except Plans KAP58641, KAP63309, KAP79511, KAP81734, KAP83340 and KAP92850 and PID 028-905-458 being Lot 2 District Lot 121 Kamloops Division Yale District Plan KAP92850 ("Lot 2") – collectively referred to as the "Property".

Moved, Seconded, CARRIED

8.4 Water Usage Discussion

Presentation by Mr. Rick Green, Director of Public Works and Engineering Services.

Mr. Rick Green provided a summary of the snowpack levels and the impact on the City's strategies for responding to water restrictions.

Mr. Green noted the Water Management Program aims to inform locals about water restrictions and encourage voluntary compliance

Council recessed at 6:37 pm and reconvened at 7:05 pm.

8.5 Council Policy Review Committee Recommendations from March 21, 2024

Council amended the Grant in Aid policy as follows:

- In item 4.6 change Whole of Council to Committee of the Whole.

Council amended the Honorarium Policy as follows:

- Full day - \$350
- Half of a day - \$250
- \$100 per hour plus travel time with the minimum time being moved from two hours to one hour.

Council asked that the Policy Committee review the leases for outdoor sports facilities including the Pickleball Club and Tennis Club.

THAT Council adopt the amended Code of Conduct for Council and Committee Members Policy as attached to this report;

THAT Council adopt the amended Community Grant in Aid Policy as attached to this report, as amended;

THAT Council adopt the amended Permissive Tax Exemption Policy as attached to this report;

THAT Council adopt the Honorarium Policy as attached to this report, as amended.

Against (2): Wendy Charney, and Dana Egan

Moved, Seconded, CARRIED

9. NOTICES OF MOTION

Nil

10. REPORTS FROM COUNCIL

Councillor Etchart reported his attendance at the River Celebration Dinner and other community events.

Mayor Goetz reported his attendance at the Age Friendly and Access Ability Committee, All Candidates Forum and River Celebration Dinner. He also reported on a visit he had with the Consulate General of the Republic of Korea.

Councillor Charney attendance at Nicola Valley Senior Society, Age Friendly and Access Ability Committee, All Candidates Forum, River Celebration Dinner, Budget Open House and the Education and Employment Career Fair.

Council Olguin reported his attendance at the Hospice Society, Business after Business, LNIB Open House, Food Bank Annual General Meeting, All Candidates Forum, River Celebration Dinner and the Budget Open House.

Councillor Petroczi reported his attendance at the City Easter Egg Hunt, All Candidates Forum, River Celebration and the Budget Open House.

Councillor Egan reported her attendance at the Chamber of Commerce Meeting with Edison Motors, All Candidates Forum, River Celebration Dinner and the Budget Open House. Councillor Egan updated Council on the next Chamber of Commerce Business after Business on April 15, 2024.

11. INFORMATION ITEMS

Nil

12. CLOSED SESSION

THAT this meeting be closed to the public pursuant to Section 90(1)(e), the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality; and,

Section 90 (1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to

harm the interests of the municipality if they were held in public, of the Community Charter.

Moved, Seconded, CARRIED

The meeting moved to a closed session at 7:54 pm.

12.1 Section 90(1)(e)

12.2 Section 90(1)(k)

The meeting was moved to an open session at 8:29 pm.

13. TERMINATION OF MEETING

Councilor Egan requested Council consider a memorial to Gene Webber at the next meeting.

The Mayor declared the meeting ended at 8:29 pm.

Corporate Officer
Linda Brick

Certified correct in accordance with Section 124(2) (c) of the Community Charter

Confirmed on the ____ day of ____, 20____

Mayor
Michael Goetz



Engagement Summary Report

MERRITT TRANSIT FUTURE SERVICE PLAN PROJECT

Introduction

Elise Wren

Manager, Government Relations

- Responsible for the Thompson/Kootenay region
- Main point of contact to local government partners
- Supported by a team of subject matter experts
- Monitor and communicate transit system performance
- Monitor and identify program and reputational risks to BC Transit, its leadership, and our local government partners



Introduction

Jen Getz Transit Planner

- Regional Transit Planning team strives to provide customer focused, efficient, reliable transit service to the community
- Responsible for the Thompson/Kootenay, Vernon and Shuswap regions
- Responsible for the planning, designing, analyzing, monitoring, evaluating and modifying the service strategies to support the efficient operation of the Merritt Transit System



Background



Government Relations Manager, Daynika White, presented the roadmap for the Merritt Transit Future Service Plan (TFSP) last year, at which time council gave approval for BC Transit to work with City staff to finalize the Terms of Reference and develop the TFSP.



With the Engagement Summary Report for the TFSP complete, Merritt staff have advised that Council be made aware of the TFSP Engagement Summary Report.

Engagement Events



OPERATOR
ENGAGEMENT



PUBLIC SURVEY



‘POP-UP’ KIOSK-
STYLE BOOTHS

Who Participated

Merritt residents, employees, and students provided feedback on desired services, priorities, and travel behavior to specific destinations within Merritt.



Approximately 140 participants



Engagement Summary Report

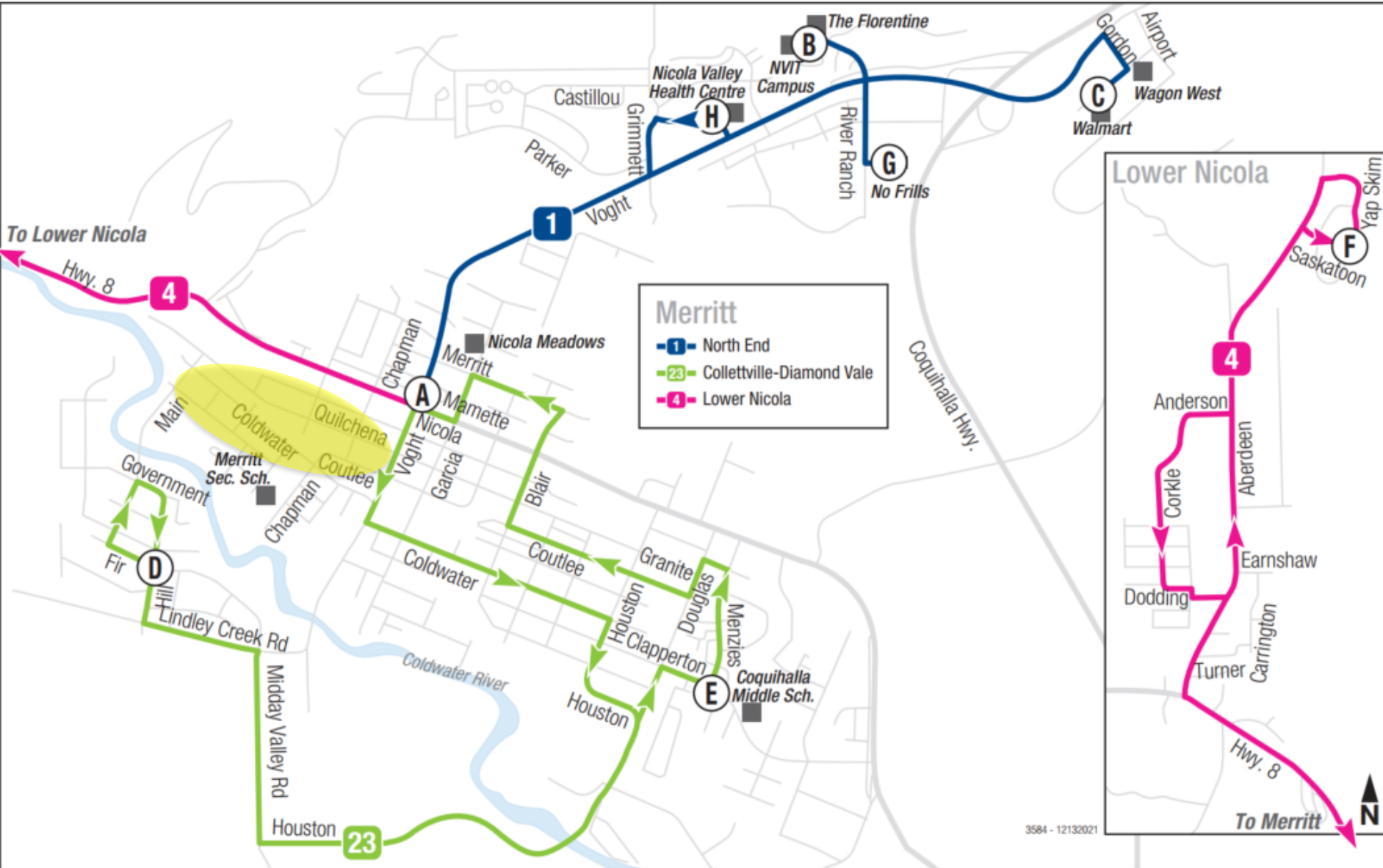


Presents engagement process results & next steps



Key themes:

- Late-night service and Sunday service to Lower Nicola
- Higher frequency on all routes
- Stops closer together with more amenities like shelters to protect from the elements
- Service connecting the Coldwater Ave west area to the exchange downtown



Questions



Thompson Nicola Regional Trail Society

All the materials have been donated by local merchants. Different contractors will be donating time and equipment to make the trail ready for use.





. Volunteer helping to clean the trail area.





Trusses for roof for the kiosks



Sona tubes to be filled with cement for the two kiosks. These kiosks will contain information regarding Coutlee Siding, the history of the area and First Nations history.





The trail our Society is refurbishing from the Black Bridge to the Billwiller Rd (1.8) km



Dr. Holmes house--end of the trail and this area was originally called Coutlee Siding.



1876 barn--also at the end of the trail, on Dr. Ross's property

Report

City of Merritt
REGULAR Council Meeting
April 23, 2024

File Number: XXXX

To: Cynthia White, Chief Administrative Officer
From: Kevin Natkinniemi, Director of Finance
Date: April 16, 2024
Subject: 2024 Property Taxes Bylaw

RECOMMENDATION:

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a first time;

And

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a second time;

And

THAT “City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024” be read a third time.

Background:

Pursuant to Section 197 of the *Community Charter*, Council must, by bylaw, impose property value taxes for the year by establishing tax rates for the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan. In addition, the amounts to be collected for the year by means of rates established by the municipality need to meet the City’s taxing obligations in relation to other local governments or other public bodies (i.e. TNRD, TRHD, etc.).

Financial / Risk Implications:

This bylaw must be adopted by May 14, 2024.

Respectfully submitted,

Kevin Natkinniemi
Director of Finance and Human Resources & CFO

Attachments:

City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024

CITY OF MERRITT

BYLAW 2369

A BYLAW TO ESTABLISH THE ANNUAL PROPERTY TAX RATES FOR 2024

WHEREAS pursuant to Section 197 of the *Community Charter*, Council must, by bylaw impose property value taxes for the year by establishing tax rates for the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan, and the amounts to be collected for the year by means of rates established by the municipality to meet its taxing obligations in relation to another local government or other public body;

NOW THEREFORE the Municipal Council for the City of Merritt in open meeting assembled, **ENACTS AS FOLLOWS:**

Citation

1. This Bylaw shall be cited as the “**City of Merritt 2024 Annual Property Taxes Bylaw No. 2369, 2024**”.

General

2. The following taxation rates are hereby imposed and levied for the year 2024:

- a) General Municipal and Debt Rate

For all lawful general and debt purposes of the municipality, on the assessed value of land and improvements taxable for general municipal purposes, appearing in Column “A” of the Schedule attached to and forming part of this bylaw.

- b) Thompson-Nicola Regional District Rate

For purposes of the Thompson-Nicola Regional District, on the assessed value of land and improvements taxable for hospital assessment base purposes, appearing in Column “B” of the Schedule attached to and forming part of this bylaw.

- c) Thompson Regional Hospital District Rate

For purposes of the Thompson Regional Hospital District, on the assessed value of land and improvements taxable for hospital assessment base purposes, appearing in Column “C” of the Schedule attached to and forming part of this bylaw.

d) Transit Rate

For purposes of transit services, on the assessed value of land and improvements taxable for general municipal purposes, appearing in Column "D" of the Schedule attached to and forming a part of this bylaw.

3. The minimum amount of taxation upon a parcel of real property shall be One Dollar (\$1.00).
4. For the purposes of Section 237 of the *Community Charter*, the tax notice will provide for a tax due date of July 2, 2024, at 5:45 p.m. and state that a 10% penalty will be applied to any outstanding tax balances as of that date and time.
5. "City of Merritt Annual Property Taxes for 2023, Bylaw No. 2352, 2023" is hereby repealed.

READ A FIRST TIME this _____ day of _____, 2024

READ A SECOND TIME this _____ day of _____, 2024

READ A THIRD TIME this _____ day of _____, 2024

ADOPTED this _____ day of _____, 2024

Michael Goetz
Mayor

Linda Brick
Corporate Officer

Bylaw 2369, 2024 – A Bylaw to establish the annual property tax rates for 2024.

CITY OF MERRITT
2024 Tax Rates Schedule
Bylaw No. 2369, 2024

		Rates in \$/1,000 of Assessed Value						
Property Class	Class Desc	A Municipal	Multiples for General Purposes	B TNRD	C Hospital	D Transit	F BC Assessment	G MFA
1	Residential	4.3695	1.0000	0.6247	0.3045	0.0859	0.0347	0.0002
2	Utilities	40.0000	9.1544	2.1863	1.0656	0.7864	0.4359	0.0007
4	Major Industry	53.5413	12.2535	2.1239	1.0351	1.0526	0.4359	0.0007
5	Light Industry	19.6158	4.4893	2.1239	1.0351	0.3856	0.0963	0.0007
6	Business/ Other	12.9545	2.9648	1.5304	0.7459	0.2547	0.0963	0.0005
8	Rec/ Non-Profit	2.7168	0.6218	0.6247	0.3045	0.0534	0.0347	0.0002
9	Farm	24.3811	5.5799	0.6247	0.3045	0.4793	0.0347	0.0002

Report

City of Merritt
REGULAR Council Meeting
April 23, 2024

File Number: DVP2024-003

To: Cynthia White, Chief Administrative Officer

From: Purnesh Jani, Planner

Rick Green, Director of Engineering & Public Works

Date: April 12, 2024

Subject: Development Variance Permit DVP2024-003 at 1227 Midday Valley Road.

RECOMMENDATION:

THAT Council grants Development Variance Permit DVP 2022-003, to allow the use of Surety Bond (Performance Bond) as outlined in the April 12, 2024, report of the Planner as per section 498 of the *Local Government Act*.

Background:

Planning and Development has received Development Variance Permit DVP2024-003 and Letter (attached as Schedule B and C) for the property legally described as **LOT A SECTION 16 TOWNSHIP 91 KAMLOOPS DIVISION YALE DISTRICT PLAN KAP9278**. There is also an active Subdivision application SD2021-012 in progress for the same subject property.

Currently, the applicant is required to provide cash or certified check, or an Irrevocable Letter of Credit as per Schedule H – of *the City of Merritt Subdivision and Development Servicing Bylaw No. 1187* attached as **Schedule D**. The proposed Variance will allow the applicant to use Surety Bond (Performance Bond) instead of an Irrevocable Letter of Credit.

Surety Bond (Performance Bond) has been typically more construction work focused. Ensuring that the ability of the municipality to call on the funds for specific breaches in the development agreement and associated standards will be key to ensuring costs do not fall on the general tax base.

As noted in the attached **Schedule E**, this practice is becoming more common as it affords better cash flow for subdivision projects.

Upon the approval of Variance from the Council Planning and Development will move forward with the Subdivision application SD2022-021.

As per section 499 of the *Local Government Act* and section 11 of "*City of Merritt Land Use Amendment and Development Approval Procedures Bylaw No. 2076, 2009*" a Public Notice (attached as **Schedule F**) was mailed out to neighboring property owners and tenants, to provide written comments or present in person at the Council meeting. The property owner has also installed the sign about the proposed variance on the Subject Property.

Options / discussion

1. May approve the Variance.
2. May deny the variance.

Financial / Risk Implications:

None.

Strategic Plan Reference:

Official Community Plan Bylaw No 2336, 2020. (page 16)

2.4 Land Needs Projection

Industrial Lands

Due to land constraints within Merritt, the City would like to designate more land for light industrial use. The City is actively working on creating an industrial park to increase and diversify local employment opportunities. However, these lands would repurpose existing heavy industrial lands for light industrial use. In addition, there should be a focus on light industrial uses that do not require intensive water use, as a measure to conserve the City's water supply and limit impact on the Coldwater River's fish habitat (page 20).

Others Consulted:

Staff has been advised that the City may accept Surety Bond (Performance Bond) as it would be prudent for the City on a trial basis and place parameters on its use to limit the potential exposure facing the City such as by limiting the amount that can be secure.

Letter of Credit	Surety Bonds
City can easily Access.	Not as secure as irrevocable Letter of Credit.

Process is easy and seamless.	Put fewer financial constraints on developers.
Challenges for developers since it requires to tie up capital	Potential Challenges for the City in recovering funds for breach of Development Agreement.

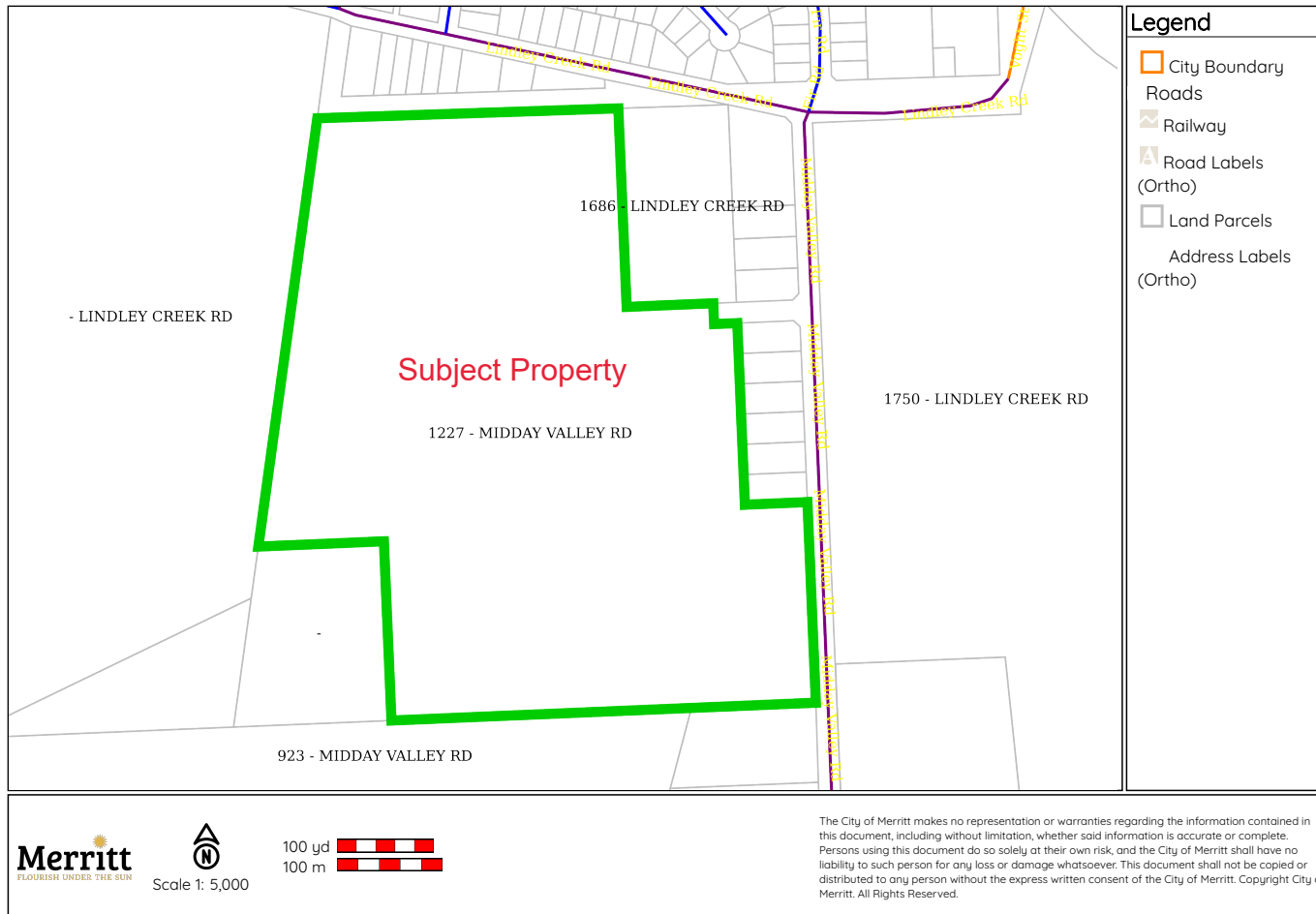
The proposed variance for Surety Bond (Performance Bond) will not affect the interests of the internal departments and external agencies.

Attachments:

- Schedule A – Subject Property Map.
- Schedule B – Development Variance Permit Application DVP2024-003.
- Schedule C – Letter from the Applicant.
- Schedule D – Performance Agreement from the City of Merritt Subdivision and Servicing Bylaw.
- Schedule E – Surety Bond (Performance Bond) Pilot Program implanted by City of Surry and City of Kelowna.
- Schedule F –Copy of Public Notice and pictures of the sign on Subject Property.

Respectfully submitted,

Purnesh Jani



SCHEDULE B



APPLICATION FOR DP/DVP/TUP

Development Services Department

Phone: (250) 378-8615
Email: planning@merritt.ca

Department Use Only	Date Received
Application/File No. DVP 2024-003	

General information

Name of applicant/agent Chris Langhaug, Director	Email chrislanghaug@gmail.com	Phone (604) 240-6224
Address PO Box 45059, Langley Crossing	City Langley	Prov. B.C. Postal code V2Y 0C9
Name of registered owner(s) of lands 1227 Holdings Ltd.	Email A/A	Phone A/A
Address 56200, 6470-20156	City Langley	Prov. B.C. Postal code V2Y 2X4
Name of person or agent authorized to act on owner(s) behalf A/A	Email A/A	Phone A/A
Address A/A	City A/A	Prov. A/A Postal code A/A

Civic address of subject property

1227 Midday Valley Road, Merritt, B.C.

Legal description of land that is subject to this application

Lot number(s) A	Block 80	District Lot 16	Plan # KAP92785	PID: 028-832-442	KOYD
Signature of owner/agent Per: Chris Langhaug, Director				Date March 12, 2024	

Project information

Proposed Use INDUSTRIAL (LIGHT)	Current Zoning M-1	OCP Designation M-1
Proposed Variance (if applicable) AS PER ATTACHED DOCS.	Temporary Use Explanation (if applicable)	
DP Area (if applicable)	Riparian Area Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Flood Plain Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Information Attached to Application

- 1) Letter: KUAN ZLP
- 2) Trisura: Subdivision Board
- 3) City of Surrey: Corporate Report

Owner Authorization ☐

Site Disclosure Statement ☒

Elevation Drawings (electronic) ☒

Certificate of Title ☒

Site Plan (electronic) ☒

} ALL ON-FILE WITH PLANNING DEPT.



City Hall
2185 Voght St. Box 189
Merritt, BC, V1K1B8



merritt.ca

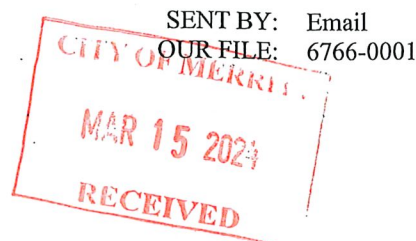


250-378-4224

SCHEDULE F TO BYLAW 2358
PLANNING AND DEVELOPMENT FEES AND CHARGES

	2024	2025	2026
OCP Amendments			
OCP Amendments	\$1,671.60	\$1,755.18	\$1,842.94
OCP Amendments in conjunction with a Rezoning application	\$1,114.05	\$1,169.75	\$1,228.24
Rezoning			
Rezoning Applications	\$1,671.60	\$1,755.18	\$1,842.94
Zoning Bylaw Text Amendments	\$1,393.35	\$1,463.02	\$1,536.17
Comprehensive Development Zone	\$2,785.65	\$2,924.93	\$3,071.18
Public Notice Signs (OCP Amendments/ Rezoning)			
Sign Removal Deposit	\$500.00	\$500.00	\$500.00
Sign Installation	Actual Cost		
Sign Replacement or Repair	Actual Cost		
Development Permit Application			
Minor DP (patio, façade improvement)	\$333.90	\$350.60	\$368.12
Major DP	\$1,671.60	\$1,755.18	\$1,842.94
Amendments to a DP	\$166.95	\$175.30	\$184.06
Appeal to Council of a Staff Decision on a DP	\$557.55	\$585.43	\$614.70
Riparian/ Environmental DP	\$333.90	\$350.60	\$368.12
Geotechnical DP	\$333.90	\$350.60	\$368.12
Wildfire DP	\$333.90	\$350.60	\$368.12
Development Variance Permit or Board of Variance Application			
Minor Variance (up to 2 Variances)	\$780.15	\$819.16	\$860.12
Minor Variance in conjunction with a DP	\$557.55	\$585.43	\$614.70
Major Variance (3+ Variances)	\$1,114.05	\$1,169.75	\$1,228.24
Major Variance in conjunction with a DP	\$891.45	\$936.02	\$982.82
Board of Variance	\$557.55	\$585.43	\$614.70
Temporary Use Permit			
Temporary Use Permit	\$891.45	\$936.02	\$982.82
Temporary Use Permit Renewal	\$445.20	\$467.46	\$490.83

SCHEDULE C



January 30, 2024

City of Merritt
Box 189
2185 Voght Street,
Merritt, BC V1K 1B8

Attention: Rick Green – Approving Officer

Dear Sirs/Mesdames;

Re: >

We are municipal counsel to 1227 Holdings Ltd. and 1181843 BC Ltd., and we are writing to you on their behalf regarding the above-referenced developments.

Specifically, we are writing to confirm our clients' preference that the payment of applicable Development Cost Charges ("DCC's") be at the time of building permit application. Based upon our analysis, payment of the DCC's at the building permit stage complies with the terms of the City of Merritt Development Cost Charge Bylaw No. 1964, all applicable legislation, and Provincial best practices on the administration of DCC's.

The second purpose of this letter is to propose the amendment of **Schedule H – Performance Agreement** to allow for the use of surety bond(s) in lieu of the Letter(s) of Credit.

Unfortunately, the use of traditional letters of credit, requires that developers post the full amount of the security with their financial institution, pay a substantial fee to the institution, and then also pay the actual cost of infrastructure and services. Developers therefore end up requiring more than twice the cost of the construction and installation of services, with significant capital tied up with traditional lenders, sometimes for years. This both increases the cost of development and introduces delays and funding limitations.

To address these problems, the use of alternative security in the form of surety bonds has been rapidly expanding in the Canadian development industry. Surety bonds, in the form of subdivision bonds, servicing bonds, and project bonds have been accepted by the City of Surrey, the City of Edmonton, the City of Calgary, the City of Grande Prairie, the City of London, the City of Pickering, and the City of St. Thomas. The list of cities and municipalities permitting the use of surety bonds continues to grow.

Under the surety bond model, municipalities are able to ensure satisfactory completion of servicing and infrastructure requirements, while promoting timely and efficient development. Most importantly, surety bonds provide the same level of protection to municipalities as traditional letters of credit. This is because the bonding agencies, backed by some of the largest insurance companies in Canada, are contractually bound to complete the works in accordance with the



service requirements of the municipality.

Cities also benefit from the additional level of protection afforded by the bonding process. The insurance companies backing the surety bonds require detailed and rigorous financial disclosure from applicants. This helps to ensure that the developer has the financial resources to install the services and complete their project. Also, since there is no duplication of capital requirements, the process is also much more efficient and promotes the early completion of projects. This, in turn, means that municipalities benefit from an expanded tax base sooner rather than later.

Our clients therefore request that the existing terms of the Schedule H – Performance Agreement relating to the Letter of Credit be amended to allow for the posting of a Surety Bond in lieu of the letter of credit.

Our clients would be happy to provide additional information relating to surety bonds and we would be pleased to respond to any questions you may have. We would also be pleased to assist in revising Schedule H.

Yours truly,

KUHN LLP

Patrick J. Selinger
Law Corporation

PJS/ks

Please note:

Rick Green has
executed copy
on file.

Thanks, Chris.

SCHEDULE D

City of Merritt Subdivision and Development Servicing Bylaw No. 1187

Schedule "H" - Performance Agreement

Schedule "H" consists of a form for an agreement between the City of Merritt and the owner of the land. The agreement is to be used where the owner has requested approval of the development before complete construction and installation of the works required in the Subdivision and Development Servicing Bylaw and is agreeable to entering into a bonding agreement pursuant to Section 991 of the Municipal Act.

Under Section 3 of the Performance Agreement, the security to be provided to the City by the owner shall be in the amount of 120% of the total construction value of works required under this Bylaw as determined by the Professional Engineer representing the owner and approved by the City Engineer. The construction cost estimate shall be submitted to the City Engineer prior to final subdivision approval being granted by the City.

The Performance Agreement will also include as attachments the following:

- .1 Attachment 1 - Plan of Subdivision and Development prepared by the owner and approved by the Approving Officer.
- .2 Attachment 2 - Letter of Credit.

(H.1)-a

Performance Agreement For the Subdivision and Development
of Land in the City of Merritt

THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

THE CITY OF MERRITT, a Municipality duly incorporated under the laws of the Province of British Columbia, of 2185 Voght Street, in the City of Merritt, in the Province of British Columbia

(hereinafter called the "City")

OF THE FIRST PART

AND:

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner desires to subdivide certain lands within the City and, more particularly known and described as:

(hereinafter called "the Lands")

AND WHEREAS the Owner is required to construct certain highways and other works and services within the Lands and to subdivide the Lands according to a plan of subdivision (hereinafter called the "Development"), a copy of which is hereunto annexed as Attachment 1 of this Agreement;

AND WHEREAS the Owner has requested approval of the Development prior to the construction and installation of the required works and services and is agreeable to entering into this bonding agreement pursuant to Section 991 of the Municipal Act and to deposit the Bond herein specified;

(H.1)-b

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the Agreement by the City to permit the Development, and in consideration of the approval of the development prior to completion of the construction of the works, the City and the Owner herein covenant and agree as follows:

1. In this agreement unless the context otherwise requires:

"Complete or Completion" or any variation of these words when used with respect to the Development shall mean completion to the satisfaction of the City Engineer when so certified by him in writing.

"Contract" means this Agreement.

"Development" means the work and services to be performed and constructed by the Owner as required by the Subdivision and Development Servicing Bylaw of the City.

2. The Owner shall complete the Development herein specified to the satisfaction of the City Engineer by the ____ day of _____, 20 ____.
3. As security for the due and proper performance of all of the covenants and agreements in this Contract contained and the Development contemplated, the Owner has deposited with the City:
 - a) Cash or a certified cheque in the amount of \$_____ as a Bond within the meaning of Section 991, subsection (a) of the Municipal Act (hereinafter called the "Bond"), OR
 - b) An irrevocable Letter of Credit in the form attached as Attachment 2 in this Agreement in an amount of _____ bearing even date herewith, a copy of which is attached hereto, (hereinafter called the "Bond") to be valid for a period of twelve (12) months from the date hereof, PROVIDED HOWEVER, that the City shall be at liberty to make demand on the said Letter of Credit at any time after the date hereof with the Owner being entitled to renew this Agreement as hereinafter provided if such Letter of Credit shall not have been demanded upon in the manner hereinafter provided and provided and provided also that the amount of such Bond may be reduced at any time with approval of the City in writing over the hand of the Approving Officer of the City.

NOTE: Clause (a) or (b) should be deleted if not applicable.

(H.2)

4. The Owner agrees that if the Development is not completed pursuant to Paragraph 2 hereof, the City may complete it, in which event the Owner shall forfeit the amount secured by the Bond to cover the cost of such completion, and the City shall return to the Owner such balance of the Bond as shall not be required for completion, less any administration fees or costs required. If there is sufficient money on deposit with the City by reason of the Bond, then the Owner will pay such deficiency to the City immediately upon receipt of the City's account for completion. It is understood that the City may do such work either by itself or by contractors employed by the City. If the Development is completed as herein provided, then the Bond shall be returned to the Owner.
5. It is understood and agreed that the intent of this Agreement is that the Owner shall complete the development, and grant all necessary easements as shown in the plans and specifications attached and as approved by the City Engineer on the ____ day of ____, 20___. Construction procedures, including ensuring that all works and services are fully operative and conform to City standards, as well as certification of construction completion, shall be in accordance with the provisions of the City of Merritt Subdivision and Development Servicing Bylaw No. 1187, Schedule "F", Section 1 - General Requirements.
6. The Owner covenants and agrees to comply with the provisions of all Municipal Bylaws throughout the construction of the Development. In the event that any material or debris should be left upon any road after the construction of the Development, the Owner covenants and agrees that the City may forthwith remove such material or debris at the expense of the Owner, the cost of such removal to be determined by the Approving Officer. In the event that any invoice of the City, for the removal of such material or debris, shall remain unpaid after thirty (30) days of receipt of the same by the Owner, the City is authorized to deduct the amount of such invoice from the Bond referred to in paragraph 3 hereof.
7. The Owner shall, at all times in connection with the Development, keep and employ a competent general superintendent with the authority to act on behalf of the Owner and capable of speaking, reading and writing the English language and any explanations, orders, instructions, directions and requests given by the City to such superintendent shall be held to have been given to the Owner.

(H.3)

8. The owner covenants and agrees to provide a Maintenance Bond to the City as required in the City of Merritt Subdivision and Development Servicing Bylaw No. 1187, Schedule "F", Section 1 - General Requirements.
9. The Owner shall submit to the City final as-built drawings as required in the City of Merritt Subdivision and Development Servicing Bylaw No. 1187, Schedule "F", Section 1 - General Requirements.
10. With respect to property taxes on the property herein described:
 - a) The Owner agrees to pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plans.
 - b) The Owner further undertakes to pay all current taxes levied or to be levied on the Lands on the basis and in accordance with the assessment and collector's roll entries.
11. The Owner covenants to save harmless and effectually indemnify the City against:
 - a) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomever brought by reason of the Development.
 - b) All expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the City or which the City, by duty or custom, is obliged directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - c) All expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal or Provincial Tax or check off.
12. The City hereby covenants and agrees with the Owner to permit the Owner to perform all the said works herein upon the terms and conditions herein contained.
13. The City covenants and agrees that upon satisfactory completion of the Owner of all the covenants and conditions of this Agreement, to provide the Owner with a Final Acceptance Certificate in accordance with the provisions of the City of Merritt Subdivision and Development Servicing Bylaw No. 1187, Schedule "F", Section 1 - General Requirements.

(H.4)

14. It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements with the Owner other than those in this Agreement.
15. The works required to be constructed shall, upon acceptance by the City of the Final Acceptance Certificate, become the property of the City free and clear of any claim by the Owner or any person claiming through the Owner, and the Owner shall save harmless the City from any such claims and agrees that such claims may at the option of the City be paid by and from the Bond.
16. Wherever the singular or the masculine are used in this Indenture, the same shall be construed as meaning the plural of the feminine or body corporate or politic where the context or the parties hereto so require.
17. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
18. It is understood and agreed that before any bond or security required under this Agreement is reduced or released, the Owner shall provide the City with a statutory declaration certifying that all labour, material, Workers' Compensation, and other taxes and costs have been paid.

(H.5)

Approving Officer

Renewal

The City and the Owner hereby agree that this Agreement and the Bonding herein is hereby renewed for a further period of twelve (12) months in form identical to this agreement which renewal is approved by the Approving Officer.

Approving Officer _____

DATED in Merritt this _____ day of _____, 20 ____.

(H.6)

PUBLIC NOTICE

File: DVP2024-003

Dear Owner / Tenant

RE: PROPOSED DEVELOPMENT VARIANCE PERMIT

The City of Merritt Council will be considering a Development Variance Permit at the regularly scheduled meeting on Tuesday, **April 23rd, 2024**, for the property situated at 1227 Middy Valley Road, Merritt, BC legally described as:

PID: 028-832-442

(LOT A SECTION 16 TOWNSHIP 91 KAMLOOPS DIVISION YALE DISTRICT PLAN KAP92785)

The property owner has submitted the application and requesting that Council vary:

- The City of Merritt Development Cost Charge Bylaw No. 1964, 2007 to allow the payment of applicable Development Cost Charges (DCCs) be at the time of Building Permit application and allow for the use of surety bond(s) in lieu of the Letter(s) of Credit.

A copy of the proposed permit and pertinent plans are available for inspection at Planning and Development Services, 2185 Voght Street, Merritt, B.C. during regular business days between the hours of 8:30 AM and 4:30 PM until Tuesday, April 23rd, 2024.

If you feel that your interest in property may be affected by this proposed variance and you want to address Council on the matter please attend the meeting of Tuesday, April 23rd, 2024, at 6:00pm. Or if you have any comments pertaining to this application, please submit them in writing to the undersigned prior to 12:00PM, Thursday, April 18th, 2024. Written comments including your name, address and phone number can be submitted in person, mail, or by email to planning@merritt.ca.

Sincerely,



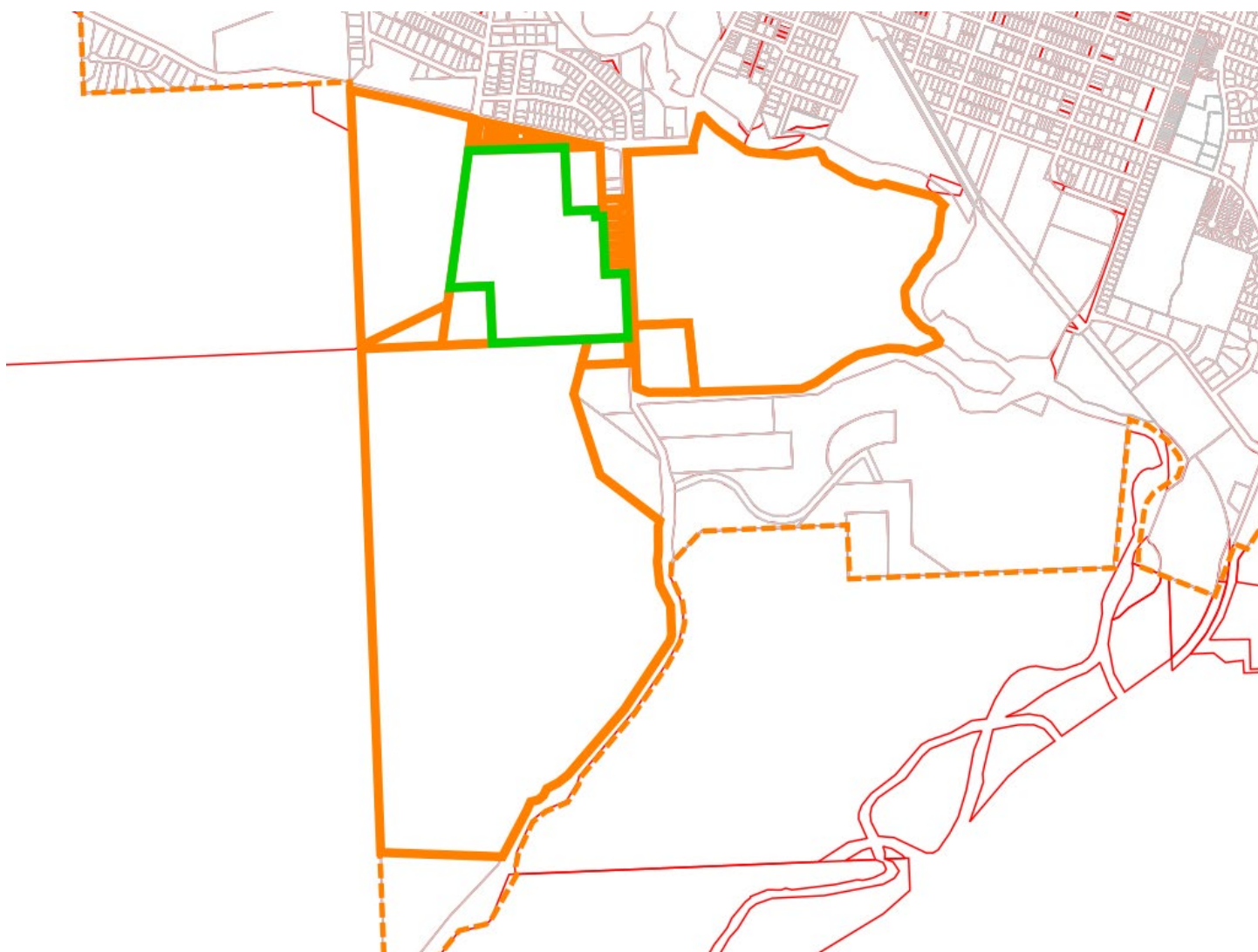
Purnesh Jani

Planner, City of Merritt

Box 189, 2185 Voght St. | Merritt, BC | V1K 1B8

Phone: 250-378-8615

Required 30m Public Notice as per *Local Government Act* and *City of Merritt Land Use Amendment and Development Approval Procedures Bylaw No. 2076, 2009*.



DEVELOPMENT APPLICATION NO. DVP2024-003

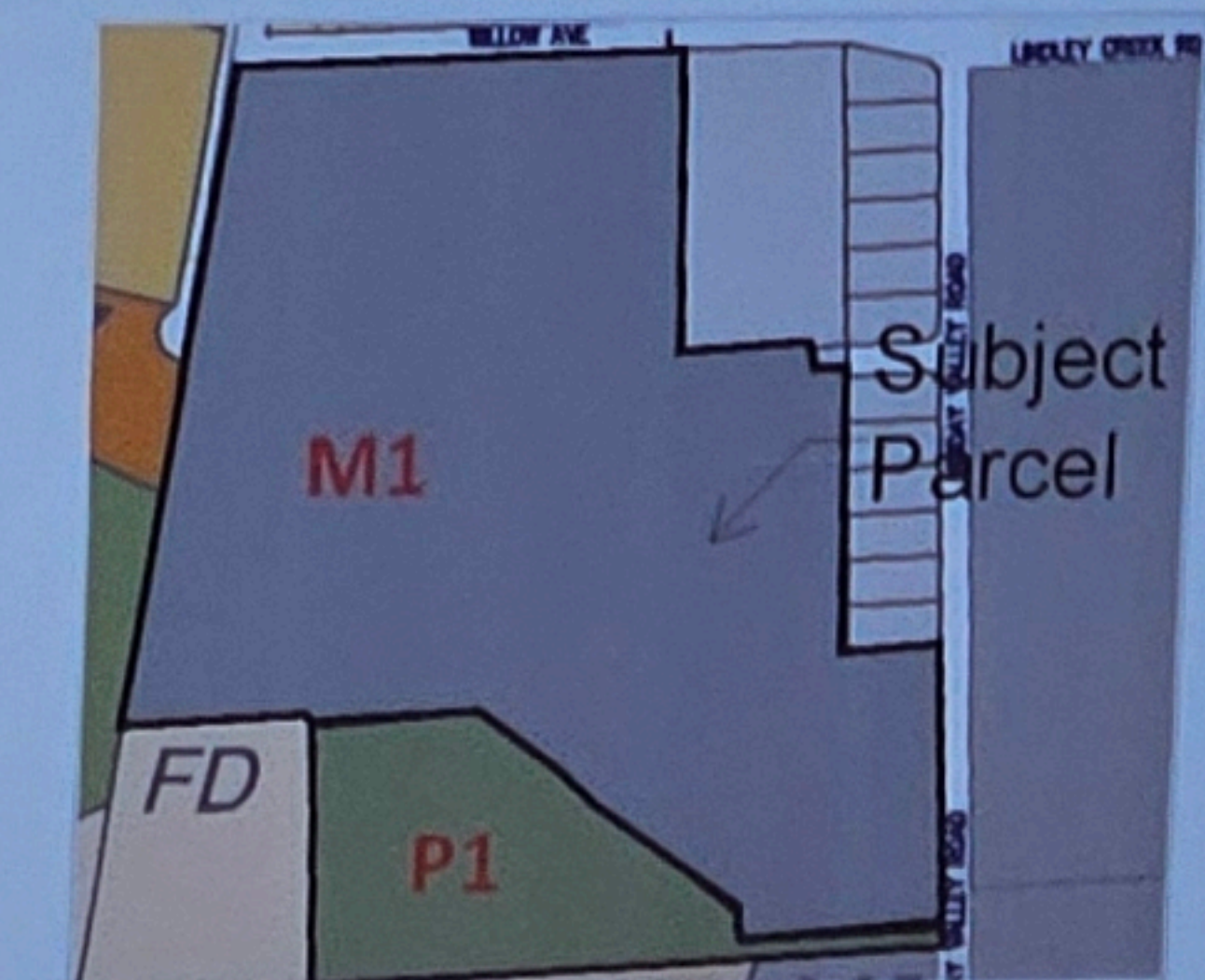
Civic Address: 1227 MIDDAY VALLEY

PID 028-832-442

Legal Description: LOT A SECTION 16 TOWNSHIP 91 KAMLOOPS DIVISION YALE DISTRICT PLAN KAP92785

PROPOSED VARIANCE:

To vary the City of Merritt LAND USE AMENDMENT AND DEVELOPMENT APPROVAL PROCEDURES BYLAW NO. 2076, 2009 to allow for use of Surety Bond(s) in lieu of the Letter(s) of Credit.



CURRENT ZONING: Park and Cemetery (P1) Light Industrial

APPLICANT: 1227 Holdings Ltd.
c/o Chris Langhaug - 604-240-6224

DEVELOPMENT SERVICES DEPARTMENT
(250) 378-8615

Regular Council Meeting Consideration
Date & Time: APRIL 23, 2024 at 6:00pm
Location: Council Chamber, Merritt City Hall
2185 Voght St.



CORPORATE REPORT



NO: R227

COUNCIL DATE: December 2, 2019

REGULAR COUNCIL

TO: Mayor & Council

DATE: November 28, 2019

FROM: General Manager, Engineering
General Manager, Corporate Services
General Manager, Finance

FILE: 5250-01

SUBJECT: Update on Surety Bond Pilot Program

RECOMMENDATION

The Engineering Department, the Corporate Services Department, and the Finance Department recommend that Council:

1. Receive this report for information; and
2. Approve the change to the number of eligible land development projects using surety bonds from the current maximum of five to the new maximum of 12, when the developers have been qualified by acceptable surety bond companies.

INTENT

The purpose of this report is to seek Council's approval to increase the number of eligible land development projects to use surety bonds, as an alternate form of security, for Servicing Agreements from the current maximum of five to a new maximum of 12.

BACKGROUND

In 2016, Council approved Corporate Report No. R257; 2016 (attached as Appendix "I") which authorized a pilot program for the use of surety bonds as an alternate form of security for Servicing Agreements. Subsequently, in 2017, Council approved Corporate Report No. L001; 2017 (attached as Appendix "II") which included a modification to the terms of the pilot program that increased the maximum number of eligible land development projects from three to five.

DISCUSSION

A surety bond is a three-party agreement between the City, the developer, and the surety bond company (the "Surety") which obligates the Surety to pay the City if the developer defaults in completing the off-site engineering servicing works for the land development projects in this pilot program.

Since Council's initial approval of the pilot program on December 5, 2016, the following benefits of the pilot program have been realized:

- Two projects have been successfully completed and three projects are in construction or about to commence construction.
- Four of the projects with surety bonds were provided by the same Surety.
- Each developer participating in the pilot program have been qualified by the Surety as financially stable and capable of completing the projects.
- The participating developers paid lower fees for surety bonds compared to the cost associated with obtaining letters of credit.
- There have been no defaults or issues on these projects by the developers to date.

Staff have found the surety bond pilot program to be successful to date. In addition, staff have received enquiries from other interested developers and Surety companies wanting to participate in the pilot program. To this end, staff believe there is merit in continuing with the pilot program and to increase the maximum number of projects to 12. While the projects will continue to be allocated on a first-in-first-selected basis, each developer should be limited to a maximum of three projects each. Once the 12 projects have completed the servicing works, or there is a default, staff will evaluate the pilot program.

The surety bond pilot program will continue to require that surety companies will maintain a minimum of A level from A.M. Best Rating Services.

Through discussions with surety bond companies, the conditions and provisions have been updated and reviewed by Legal Services staff and will become the standard for the City's new surety bond going forward.

Legal Services Review

Legal Services has reviewed this report and has no concerns.

SUSTAINABILITY CONSIDERATIONS

This pilot program supports the objectives of the City's Sustainability Charter 2.0. In particular, this pilot program relates to the Sustainability Charter 2.0 theme of Inclusion. Specifically, this pilot program supports the following Desired Outcomes ("DO") and Strategic Directions ("SD"):

- Housing DO₁₂: Everyone in Surrey has a place to call home;
- Housing DO₁₃: Appropriate and affordable housing is available to meet the needs of all households in Surrey;
- Housing SD₁₀: Increase and maintain the supply of affordable and appropriate rental housing across all Surrey communities; and
- Housing SD₁₁: Ensure development of a variety of housing types to support people at all stages of life.

CONCLUSION

The surety bond pilot program has been successful in preserving the City's interests, while using an alternate form of security for Servicing Agreements. It has reduced the developer's fees related to securities for engineering works. In addition, it has encouraged additional development activities and projects in the City. Based on continued interest in the pilot program, it is recommended to increase the maximum number of eligible land development projects using surety bonds from five to 12.

Scott Neuman, P.Eng.
General Manager,
Engineering

Rob Costanzo
General Manager,
Corporate Services

Kam Grewal, CPA, CMA
General Manager,
Finance

SSL/cc

Appendix "I" - Corporate Report No. R257; 2016
Appendix "II" - Corporate Report No. L001; 2017

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CORPORATE REPORT

NO: **R257**COUNCIL DATE: **December 5, 2016****REGULAR COUNCIL**TO: **Mayor & Council**DATE: **November 30, 2016**FROM: **General Manager, Engineering
General Manager, Finance & Technology
City Solicitor**FILE: **5250-01**SUBJECT: **Pilot Program for Use of Surety Bonds as Alternate Form of Security for
Servicing Agreements****RECOMMENDATION**

The Engineering Department, the Finance & Technology Department and the Legal Services Division recommend that Council:

1. Receive this report as information; and
2. Approve a pilot program, for up to three land development projects on a first-in-first-selected basis, for the use of a Surety Bond, from acceptable Surety companies with a minimum of A+ level from A.M. Best Rating Services, in a form acceptable to the City as an alternate form of security to Cash or Letter of Credit for Servicing Agreements in which the Developers have been qualified by an acceptable Surety Bond Insurer.

INTENT

The purpose of this report is to seek Council's approval for a pilot program, for up to three land development projects, for the use of Surety Bonds as an alternate form of security for Servicing Agreements.

BACKGROUND

The *Surrey Subdivision and Development Bylaw, 1986, No. 8830*, as amended, identifies only Cash or an irrevocable Letter of Credit in favour of the City as the only acceptable forms of securities for Servicing Agreements.

DISCUSSION

City staff have developed a Nexus approach to land development which envisions:

- A partnership between the Developer's team and City staff to expedite processing of key strategic applications/projects, e.g., developments along LRT corridors, City Centre enhancements, significant economic benefits, etc.; and
- Areas for continuous improvements, e.g., piloting the use of project schedules on several projects to establish realistic expectations of timelines, piloting the use of Surety Bonds as an alternate form of security for Servicing Agreements, etc.

Currently, security for engineering works and services ("Works") required to be constructed by the Developer in order to develop a property in accordance with the *Surrey Subdivision and Development Bylaw, 1986, No. 8830* is to be in the form of Cash or Letter of Credit only. These forms of security allow the City to immediately access and utilize these monies, if required, to complete outstanding or deficient Works should the Developer not fulfill the Servicing Agreement obligations which are required to support the development, e.g., subdivided lots which must have frontage works completed when houses are built and ready for occupancy. In a similar way, a Surety Bond, which is a three-party agreement between the Developer, Surety Bond Insurer ("Surety") and the City, obligates the Surety to pay the City for the debt or default of the Developer.

The City will qualify acceptable Surety companies with a minimum of A+ level from A.M. Best Rating Services. In turn, the Surety will qualify Developers after a review of their current and historical financial results to verify financial stability and capability to ensure completion of the development.

The City's Legal Services staff will provide the Surety with the form of the Surety Bond to ensure all terms and conditions are acceptable to the City. The proposed Surety Bond will have different and simplified terms and conditions from the standard bonds to be consistent with current terms and conditions of Letter of Credit. If the Surety and the City cannot agree to the form of the Surety Bond, then a Surety Bond will not be permitted.

The following is a summary of the pros and cons to the Developer and the City with using Surety Bonds:

Pros

- | | |
|-----------|---|
| Developer | <ul style="list-style-type: none">• The Developer's working capital will be freed for greater liquidity that can then be encouraged for reinvestment into the City.• The Surety will have qualified the Developers as financially stable and capable of completing the development after a review of their current and historical financial results. |
| City | <ul style="list-style-type: none">• The City may be viewed as more open for business with a new practice to facilitate development.• The City may benefit from the Developer's freed-up working capital for reinvestment into the City. |

Cons

- | | |
|-----------|---|
| Developer | <ul style="list-style-type: none">• In order to effect the use of Surety Bond as an alternate form of security for a Servicing Agreement, the Developer will have to apply for a Development Variance Permit requesting Council's approval to vary the definition of "Bond" in the <i>Surrey Subdivision and Development Bylaw, 1986, No. 8830</i> to include the use of Surety Bond for that specific Servicing Agreement. |
| City | <ul style="list-style-type: none">• The City's Legal Services staff will need to prepare the form of the Surety Bond to ensure all terms and conditions are acceptable to the City.• If the Developer defaults in resolving a construction issue in a timely manner, the City traditionally holds the Cash or Letter of Credit security to ensure the defaulted work is completed by the Developer but, with a Surety Bond, the City will then have to take on the role of project manager and contract administrator to remedy the defaulted work.• The success of the pilot program can only be evaluated when an issue arises. |

Staff will report back to Council on the results of the project(s) and with recommendations regarding its continuation.

SUSTAINABILITY CONSIDERATIONS

This pilot program supports the goals of the Sustainability Charter 2.0 to increase housing options and affordability by allowing improved utilization of Developer's capital funds for reinvestment. In particular, the pilot program supports the theme of Inclusion, specifically the following Desired Outcomes and Strategic Directions:

- Housing DO12: Everyone in Surrey has a place to call home;
- Housing DO13: Appropriate and affordable housing is available to meet the needs of all households in Surrey;
- Housing SD10: Increase and maintain the supply of affordable and appropriate rental housing across all Surrey communities; and
- Housing SD11: Ensure development of a variety of housing types to support people at all stages of life.

CONCLUSION

Based on the above discussion, it is recommended that Council:

- Receive this report as information; and
- Approve a pilot program, for up to three land development projects on a first-in-first-selected basis, for the use of a Surety Bond, from acceptable Surety companies with a minimum of A+ level from A.M. Best Rating Services, in a form acceptable to the City as an alternate form of security to Cash or Letter of Credit for Servicing Agreements in which the Developers have been qualified by an acceptable Surety Bond Insurer.



Fraser Smith, P.Eng., MBA
General Manager,
Engineering



Vivienne Wilke, CPA, CGA
General Manager,
Finance & Technology



Craig MacFarlane
City Solicitor

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NO: 2001

COUNCIL DATE: March 6, 2017

REGULAR COUNCIL – LAND USE

TO:	Mayor & Council	DATE:	February 27, 2017
FROM:	General Manager, Engineering Acting General Manager, Finance & Technology City Solicitor	FILE:	5250-01
		XC:	7914-0348-01 7915-0130-01
SUBJECT:	Update on Pilot Program for Use of Surety Bonds as Alternate Form of Security for Servicing Agreements		

RECOMMENDATION

The Engineering Department, the Finance & Technology Department, and the Legal Services Division recommend that Council:

1. Approve the change of acceptable Surety companies from a minimum of A+ level to a minimum of A level from A.M. Best Rating Services;
2. Approve the change in the maximum number from three to five for land development projects eligible to participate in the pilot program on a first-in-first-selected basis for the use of a Surety Bond when the Developers have been qualified by an acceptable Surety company;
3. Approve the Development Variance Permit No. 7914-0348-01 (Appendix "I") to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for Servicing Agreement No. 7814-0348-00 and to proceed to Public Notification; and
4. Approve the Development Variance Permit No. 7915-0130-01 (Appendix "II") to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for Servicing Agreement No. 7815-0130-00 and to proceed to Public Notification.

INTENT

The purpose of this report is to seek Council's approval to change the acceptable Surety companies' rating from A+ to A, to change the number of eligible projects and to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for the noted development projects.

BACKGROUND

On December 5, 2016, Council approved Corporate Report R257;2016 titled "Pilot Program for Use of Surety Bonds as Alternate Form of Security for Servicing Agreements".

DISCUSSION

Upon further discussions with the development industry, it was requested that the Surety companies' minimum rating be changed from A+ to A. This change is acceptable, as staff have been advised that this will allow more Surety companies in Canada to underwrite Surety Bonds and still meet our expectations.

Two developers have requested that their development projects, which have each provided a Letter of Credit for the respective Servicing Agreement, be permitted to retroactively replace each Letter of Credit with a Surety Bond. Staff support this request, but recommend that only one of each developer's projects be permitted to implement the replacement. Including these projects will allow a shortened timeline to evaluate the success of the pilot program.

In order to allow the use of Surety Bonds, a Development Variance Permit is required to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for each of the two development projects. As a result of the inclusion of these two development projects, staff are recommending that the original maximum number of three projects indicated in Corporate Report R257;2016 be increased to a maximum of five projects.

SUSTAINABILITY CONSIDERATIONS

This pilot program supports the goals of the City's Sustainability Charter to increase housing options and affordability by allowing improved utilization of developers' capital funds for reinvestment. In particular, the pilot program supports the Sustainability Charter theme of Inclusion, specifically the following Desired Outcomes and Strategic Directions:

- Housing DO12: Everyone in Surrey has a place to call home;
- Housing DO13: Appropriate and affordable housing is available to meet the needs of all households in Surrey;
- Housing SD10: Increase and maintain the supply of affordable and appropriate rental housing across all Surrey communities; and
- Housing SD11: Ensure development of a variety of housing types to support people at all stages of life.

CONCLUSION

Based on the above discussion, it is recommended that Council:

- Approve the change of acceptable Surety companies from a minimum of A+ level to a minimum of A level from A.M. Best Rating Services;

- Approve the change in the maximum number from three to five for land development projects eligible to participate in the pilot program on a first-in-first-selected basis for the use of a Surety Bond when the Developers have been qualified by an acceptable Surety company;
- Approve the Development Variance Permit No. 7914-0348-01 (Appendix "I") to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for Servicing Agreement No. 7814-0348-00 and to proceed to Public Notification; and
- Approve the Development Variance Permit No. 7915-0130-01 (Appendix "II") to vary the definition of "Bond" in the *Surrey Subdivision and Development By-law, 1986, No. 8830, as amended*, to include the use of a Surety Bond for Servicing Agreement No. 7815-0130-00 and to proceed to Public Notification.



Fraser Smith, P.Eng., MBA
General Manager,
Engineering



Suzanne Fillion, CPA, CGA
Acting General Manager,
Finance & Technology



Craig MacFarlane
City Solicitor

SSL/cc

Appendix "I" – Development Variance Permit No. 7914-0348-01
Appendix "II" – Development Variance Permit No. 7915-0130-01

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Note: Appendices available upon request

SCHEDULE 2

OF BYLAW 7900

CITY OF KELOWNA

SERVICING AGREEMENT

"Zone Amending Bylaw" means the bylaw(s) adopted by the City, following an application by the Covenantor, as Owner, in connection with the Subdivision or Development of the Lands, to amend City of Kelowna Zoning Bylaw No. 8000.

- 1.2 Grammatical. The singular includes a reference to the plural, the masculine includes a reference to the feminine or body corporate or politic where the context requires, and a reference to the plural includes a reference to the singular, unless the context requires otherwise.
- 1.3 Enactments. Any enactment referred to herein is a reference to an enactment of British Columbia or Canada, as the case may be, and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the Council of the City of Kelowna, as amended, revised, consolidated or replaced from time to time.
- 1.4 Headings. The headings given to the Parts, Sections and Paragraphs in this Covenant are for convenience of reference only. They do not form part of this Covenant and shall not be used in the interpretation of this Covenant.
- 1.5 Severability. If any Part, Section, Paragraph or phrase of this Covenant is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Covenant.
- 1.6 Appendices. The following appendices are annexed to and form part of this Covenant:
- Appendix "A": Schedule of Works and Services

2.0 SUBDIVISION AND DEVELOPMENT

- 2.1 Restriction on Subdivision and Development of Lands. The Covenantor covenants and agrees with the City that the Lands shall not be Subdivided or Developed except in accordance with this Covenant and Bylaw 7900.

3.0 SECURITY FOR WORKS AND SERVICES

BL8680 amended Subsection 3.1:

- 3.1 Performance Bond. If a Covenantor wishes to submit an Application for Subdivision Approval or an Application for Building Permit to the City before a Certificate of Substantial Performance has been issued in respect of the Works and Services to be designed and constructed by the Covenantor, the Covenantor shall provide the City with a Performance Bond in the amount of 140% of the cost (130% of the cost if engineering design is complete), as estimated by the Consulting Engineer and verified by the City Engineer, of constructing any such Works and Services that are not constructed by the Covenantor prior to the Covenantor making such an application. The Performance Bond secures the obligations of the Covenantor, as Owner, under Bylaw 7900 (except Sections 10.1, 10.2 and 10.3) and the obligations of the Covenantor hereunder. The Performance Bond shall be administered in accordance with Section 7.0 herein and as follows:

- (a) Renewal of Bond. Unless the Performance Bond is perpetual, the Covenantor shall renew the Performance Bond, at least thirty (30) days prior to its expiration in any year, for a further twelve month period until a Certificate of Acceptance for the Works and Services has been issued. The amount of the renewed Performance Bond in respect of Works and Services for which no Certificate of Substantial Completion has been issued, calculated as set out above, shall be increased by the amount of the increase, if any, in the all items British Columbia Consumer Price Index as established by Statistics Canada, or its replacement index, over the preceding twelve month period.

- (b) Draw on Bond for Default. If the Covenantor fails to observe or perform any of the obligations of the Covenantor, as Owner, under Bylaw 7900 (except Sections 10.1, 10.2, and 10.3) on the part of the Owner to observe or perform, or any of the obligation of the Covenantor hereunder, the City may, upon notice to the Covenantor, cure the default and draw upon the Performance Bond in an amount equal to the Default Costs incurred by the City in curing such default.
 - (c) Shortfall in Bond. If the Performance Bond is insufficient to cover the Default Cost, the Covenantor shall pay to the City, immediately on receipt of the City's invoice for same, the difference between the balance of the Performance Bond and the Default Costs.
 - (d) Reduction of Bond. If the Covenantor wishes to apply to the City for a reduction of the Performance Bond before a Certificate of Substantial Performance has been issued with respect to all Works and Services, the Consulting Engineer must schedule a field inspection with the City Engineer and provide the City with materials certificates as set out in the Specifications and a Statutory Declaration with respect to such completed Works and Services. The City may reduce the Performance Bond by an amount equal to the cost, as estimated by the Consulting Engineer and verified by the City Engineer, of designing and constructing such completed Works and Services; provided that in no event will the Performance Bond be no less than 5% of the original Performance Bond value.
 - (e) Interest. In no event shall the City be required to pay interest on the amount of the Performance Bond.
 - (f) Return of Bond. The City shall return the balance of the Performance Bond to the Covenantor following the receipt of a Certificate of Substantial Performance prepared by the Consulting Engineer with respect to all Works and Services, a Maintenance Bond, and a Statutory Declaration all in accordance with Section 9.5 of Bylaw 7900; provided that the City will be entitled to hold back 5% of the Performance Bond until the Covenantor, as Owner, has complied with the provisions of Section 9.6 of Bylaw 7900.
- 3.2 Maintenance Bond. Upon the issuance of the Certificate of Substantial Performance, the Covenantor shall provide the City Engineer with a Maintenance Bond equal to the greater of: (i) 5% of the cost of the Works and Services; and (ii) \$1,000.00, all or part of which amount may be withheld by the City from the balance of the Performance Bond otherwise payable to the Covenantor. The Maintenance Bond secures the obligations of the Covenantor, as Owner, under Section 10.1, 10.2 and 10.3 of Bylaw 7900. The Maintenance Bond shall be administered in accordance with Section 7.0, and as follows:
- (a) Draw on Deposit for Default. If the Covenantor fails to observe or perform any of the obligations of the Covenantor, as Owner, under Sections 10.1, 10.2 or 10.3 of Bylaw 7900, the City may give notice to the Covenantor of the City's election to cure the default and may draw upon the Maintenance Bond in an amount equal to the Default Costs incurred by the City in curing such default.

- (b) Shortfall in Deposit. If the Maintenance Bond is insufficient to cover the Default Cost, the Covenantor shall pay to the City, immediately on receipt of the City's invoice for same, the difference between the balance of the Maintenance Bond and the Default Costs.
- (c) Interest. In no event shall the City be required to pay interest on the amount of the Maintenance Bond.
- (d) Return of Deposit. The City shall return the balance of the Maintenance Bond following the expiration of all Maintenance Periods, receipt by the City of a Statutory Declaration from the Covenantor, verification by the City Engineer that all information, documents, agreements, covenants and Fees required from the Covenantor, as Owner, and Consulting Engineer pursuant to Bylaw 7900 have been provided to the City, and issuance by the City of the Certificate of Acceptance in accordance with Section 10.4 of Bylaw 7900.

4.0 FEES AND CHARGES

- 4.1 Fees and Charges. Unless otherwise provided in Bylaw 7900, the Covenantor covenants and agrees with the City to pay the following to the City prior to the earlier of (i) the adoption of the Zone Amending Bylaw, if applicable; and (ii) registration of this Covenant in the Land Title Office:
 - (a) all fees, disbursements, expenses, charges, taxes, rates and assessments required to be paid to the City under Bylaw 7900 and the Building Bylaw;
 - (b) all development cost charges imposed by bylaw, where applicable, on the Subdivision and Development of the Lands. The Covenantor acknowledges and agrees that the work done and payments made pursuant to this Covenant are not payments or work to be applied as a credit toward development cost charges, save as may be expressly agreed by the City in writing;
 - (c) legal fees and disbursements incurred by the City in the preparation of this Covenant and ancillary documents, and the costs of registration of such documents in the Land Title Office.

5.0 CITY AMENITIES

- 5.1 Transfer of Lands for Public Use. The Covenantor further covenants and agrees with the City, in anticipation of and compliance with the proposed Zone Amending Bylaw and under Section 314 of the *Local Government Act*, that it will transfer, pay or contribute prior to or concurrent with the adoption of the Zone Amending Bylaw:
 - (a) [LIST AMENITIES AND DEADLINES FOR PERFORMANCE OF EACH]
 - (b) The Covenantor shall pay to the respective government such Property Transfer Tax, Goods and Services Tax, or other tax, fee, or charge that may be applicable in respect of any transfers of property to the City.
- 5.2 No Deemed Expropriation or Injurious Affection. The Covenantor acknowledges and agrees that the zoning of certain areas of the Lands for public use does not constitute an expropriation, deemed expropriation, condemnation, public taking or injurious affection for which the Covenantor would be compensated.

6.0 INSOLVENCY OF COVENANTOR

6.1 Performance Bond and Maintenance Bond. Notwithstanding any other provision of this Covenant, the City shall be entitled to draw on the Performance Bond or the Maintenance Bond and complete the Works and Services or remedy any defects in the Works and Services if:

- (a) the Covenantor commits an act of bankruptcy or makes a proposal or general assignment for the benefit of its creditors;
- (b) an order is made or a resolution passed or petition filed for the liquidation or winding-up of the Covenantor; or
- (c) a receiver or receiver-manager of the Covenantor, or the Lands or part thereof, is appointed or any encumbrance-holder takes possession of the Lands or any part thereof.

The Covenantor agrees that the Performance Bond and the Maintenance Bond are not assets of the Covenantor and are not subject to any trust or other right or claim of the Covenantor other than a contract claim expressly contemplated by this Covenant.

7.0 WAIVER AND RELEASE BY THE COVENANTOR

7.1 Waiver of Local Government Act Provision. The Covenantor agrees that any bylaw adopted by the City pursuant to Part 26 of the *Local Government Act* after the Covenantor has submitted an Application for Subdivision to the City and has paid the applicable Fee, which bylaw would otherwise be applicable to that Subdivision but, in accordance with Section 943 of the *Local Government Act*, would have no effect on the Subdivision for a period of 12 months after it was adopted unless agreed to by the applicant, shall apply to and affect the Subdivision of the Lands as and from the date on which such bylaw was adopted by the City.

7.2 Waiver and Release by Covenantor. The Covenantor waives, relinquishes, and abandons any right or claim which the Covenantor now has or may at any time have:

- (a) save and except as expressly provided in this Covenant, for any contribution from the City or any other person toward the Covenantor's cost of designing, constructing or installing the Works and Services, or of making the payments, contributions or transfers under Section 4.1 or 5.1 of this Covenant.

7.3 Act or Omission of Covenantor. Despite any rule of law or equity to the contrary, the Covenantor releases, saves harmless and forever discharges the City and its elected officials, officers, servants, employees, solicitors, agents, successors, and assigns from all manner of actions, causes of action, suits, debts, losses, dues, accounts, bonds, covenants, contracts, expenses, damages, costs, claims, and demands whatsoever, and whomsoever, brought by reason of or related to:

- (a) the Works and Services to be performed or provided by the Covenantor or its servants, agents, officers, contractors, sub-contractors, licensees, or invitees, under this Covenant;
- (b) liens for non-payment for labour or material, workers compensation assessment, unemployment insurance, or federal or provincial taxes.

7.4 Act or Omission of City. Despite any rule of law or equity to the contrary, the Covenantor releases, saves harmless and forever discharges, and covenants not to sue the City, its elected officials, officers, servants, consultants, solicitors, agents, successors, and assigns, in respect of any and all actions, causes of action, claims, demands, and damages howsoever arising which the Covenantor now has or may hereafter have against the City, its elected officials, officers, servants, employees, consultants, solicitors, agents, successors, and assigns, by reason of any cause, act, deed, matter, thing, omission, or commission, of the City which is existing or arising in relation to any matter arising from this Covenant, provided that this section is not intended to prevent the Covenantor from enforcing any remedy for breach by the City of its obligations under this Covenant.

7.5 General. Without limiting the application of Bylaw 7900 to this Covenant, the provisions of Sections 12.1 to 12.6 inclusive of Bylaw 7900 shall be incorporated by reference into this Covenant.

8.0 REPRESENTATIONS AND WARRANTIES OF COVENANTOR

8.1 Representations and Warranties of Covenantor. The Covenantor represents and warrants to the City that:

- (a) all necessary corporate actions and proceedings have been taken by the Covenantor to authorize its entry into and performance of this Covenant;
- (b) upon execution and delivery on behalf of the Covenantor, this Covenant constitutes a valid and binding contractual obligation of the Covenantor;
- (c) neither the execution, delivery or performance of this Covenant shall breach any other agreement or obligation, or cause the Covenantor to be in default of any other agreement or obligation, respecting the Lands; and
- (d) the Covenantor has the corporate capacity and authority to enter into and perform this Covenant.

9.0 GENERAL PROVISIONS

9.1 Intention of Parties. The parties intend, by their execution and delivery of this Covenant, to create a covenant granted to the City under Section 219 of the *Land Title Act*, a contract, and a deed executed and delivered to the City under seal.

9.2 Covenants Run with the Lands. The covenants set forth in this Covenant shall charge the Lands pursuant to Section 219 of the *Land Title Act* and are covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and every part to which the lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise. The covenants set forth in this Covenant do not terminate if and when a person other than the Covenantor becomes an owner in fee simple of the Lands or any portion thereof, but charge the whole of the interest of such person and continue to run with the Lands and bind the Lands and all future owners for the time being of the Lands or any portion thereof.

- 9.3 Benefit of City. It is further expressly agreed that the benefit of all covenants made by the Covenantor in this Covenant accrues solely to the City and that this Covenant may only be modified by agreement of the City with the Covenantor, or discharged by the City pursuant to the provisions of Section 219(9) of the *Land Title Act* and this Covenant.
- 9.4 Decisions of City. Unless otherwise expressly provided in this Covenant, whenever the City is permitted to make or give any decision, direction, determination, or consent, the City may act in its sole discretion.
- 9.5 Entire Agreement. It is mutually understood, agreed, and declared by and between the parties the City has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Covenantor other than those expressly contained in this Covenant. This Covenant constitutes the entire agreement between the Covenantor and the City with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the City with the Covenantor.
- 9.6 Rights Cumulative. Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or its rights and powers under any public and private statutes, bylaws, orders, and regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Covenantor.
- 9.7 Priority of Covenant. The Covenantor shall do or cause to be done, at the expense of the Covenantor, all acts necessary to grant priority to this Covenant and any covenants required under this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Kamloops Land Title Office, save and except those specifically approved in writing by the City or in favour of the City.
- 9.8 Covenantor's Costs. Unless otherwise expressly provided in this Covenant, the expense of performing the obligations and covenants contained in this Covenant, and of all matters incidental to them, is solely that of the Covenantor. All of the costs of the preparation, execution, and registration of any amendments or discharges are to be borne by the Covenantor.
- 9.9 Time of the Essence. Time is of the essence of this Covenant. If a delay in performance of the Works and Services is caused by reason of strike or lockout, fire, Act of God, or any other act which in the opinion of the City Engineer is effectively beyond the Covenantor's reasonable control, the City Engineer will extend the time for completion of the Works and Services by the Covenantor by whatever time the City Engineer deems to be reasonable in the circumstances.
- 9.10 Notices. Any notice or other communication required or contemplated to be given or made by any provision of this Covenant shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Covenantor at:

[insert name]
[insert address]
Attention: [insert contact]

and:

to the City at:

City of Kelowna
1435 Water Street
Kelowna, BC
V1Y 1J4
Attention: City Clerk

Or to such other address to which a party hereto from time to time notifies the other parties in writing.

- 9.11 Waiver. No amendment or waiver of any portion of this Covenant is to be valid unless in writing and executed by the parties to this Covenant. Waiver of any default by a party is not to be deemed to be a waiver of any subsequent default by that party.
- 9.12 Relationship. This Covenant is not intended to create a partnership, joint venture, or agency between or among the Covenantor and the City.
- 9.13 Enurement. This Covenant enures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns (as the context permits).
- 9.14 Choice of Law. This Covenant has been entered into and shall be governed by and construed according to the laws of and enforced in the Province of British Columbia.
- 9.15 Further Assurances. The Covenantor shall, on the request of the City execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights-of-way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the City necessary to give full effect to the intent of this Covenant.
- 9.16 Discharge of Covenant. Within 30 days of the issuance of the Certificate of Acceptance, and upon receipt of a registrable form of discharge prepared by and at the expense of the Covenantor, the City shall execute and deliver to the Covenantor a registrable discharge of this Covenant.

10.0 LEGAL EFFECT

- 10.1 Effective Date. This Covenant will not become binding upon the City unless and until the Covenantor's Application for Subdivision Approval has been approved by the Approving Officer, or its Application for Building Permit has been approved by the Building Inspector, as the case may be, the Zone Amending Bylaw, if required, have been adopted by City Council, and this Covenant has been executed and delivered by the Covenantor and executed by the City, failing which all plans, documents and monies which have been delivered to the City in connection with this Covenant or the proposed Subdivision or Development of the Lands other than:

- (a) the non-refundable fees paid to the City pursuant to Bylaw 7900 or Building Bylaw, as referred to in Section 5.1(a) herein; and
 - (b) the City's legal fees and disbursements referred to in Section 4.1(c) herein; and
- shall be returned to the Covenantor, and the City and Covenantor shall not have any further obligations pursuant to this Covenant.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant. Further, the Approving Officer or Building Inspector, as the case may be, acknowledges that this is the instrument creating the condition under Section 219 of the *Land Title Act* by the registered Owner referred to in this instrument.

END OF DOCUMENT

(Appendix A - Schedule of Works and Services to be attached)



TRISURA®

SCHEDULE G

SAMPLE

SUBDIVISION BOND



BOND NO.: Bond Number

AMOUNT: \$Bond Value

KNOW ALL MEN BY THESE PRESENTS that we _____, hereinafter called the "Principal, and _____, hereinafter called the 'Surety, are jointly and severally held and firmly bound unto The _____ hereinafter called the "Obligee", its successors and assigns in the sum of _____ DOLLARS (\$) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made, the Principal and the Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the Principal has entered into a Residential Subdivision Agreement with the Obligee dated _____, complete in a good and workmanlike manner all municipal services, financial arrangements and other obligations set out in the agreement, on lands more particularly described in Schedule A" of the agreement, which agreement is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein, and is hereinafter referred to as the "Agreement".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall at all times duly perform and observe the Agreement or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to The failure or default on the part of the said Principal and shall fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Agreement, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

PROVIDED ALWAYS and it is hereby agreed and declared that the Obligee and the Principal have the right to jointly change, alter and vary the terms of the Agreement in writing and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

PROVIDED FURTHER and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Agreement or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under The Agreement, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

WHENEVER the Principal shall be, and declared by the Obligee to be, in default under the Agreement, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly complete the Agreement in accordance with its terms and conditions and shall compensate the Obligee for any additional costs, expenses or damages. Notwithstanding the foregoing, the Obligee may at its sole discretion, complete the Agreement in accordance with its terms and conditions and the Surety shall pay to the Obligee the costs of completion; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

AND it is hereby declared and agreed that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the said Principal shall operate as a discharge or release of liability of the said Surety.

PROVIDED FURTHER and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

Words imparting the singular and masculine shall be construed as including the plural, feminine or the neuter where the context requires.

IN WITNESS WHEREOF the Principal and the Surety have executed these presence this _____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED

Per: _____
I/We have the authority to bind the Corporation

Per: _____
I/We have the authority to bind the Corporation

TRISURA GUARANTEE INSURANCE COMPANY



TRISURA®

SCHEDULE "A"

1. Development Agreement dated the day of , 20 referenced as Agreement No. .

Vancouver Office
1055 West Georgia St.
Suite 3020, Box 11160
Vancouver, BC V6E 3R5
Tel: (604) 688-5841
Fax: (604) 688-5826
suretyclaims@trisura.com

Calgary Office
421 7th Avenue SW
Suite 3730
Calgary, Alberta, T2P 4K9
Tel: (403) 663-3343
Fax: (416) 214-9597
suretyclaims@trisura.com

Toronto Office
333 Bay St.
Suite 1610
Toronto, ON M5H 2R2
Tel: (416) 214-2555
Fax: (416) 214-9597
suretyclaims@trisura.com

Montréal Office
1501 McGill College Ave
Suite 1502
Montréal, QC H3A 3M8
Tel: (514) 845-4555
Fax: (514) 845-6876
suretyclaims@trisura.com
denonciation@trisura.com

Halifax Office
201 Brownlow Ave
Suite 4
Dartmouth, NS B3B 1W2
Tel: (902) 468-6689
Fax: (416) 214-9597
suretyclaims@trisura.com

TRISURA GUARANTEE INSURANCE COMPANY

Report

City of Merritt
REGULAR Council Meeting
April 23, 2024

File Number: XXXX

To: Cynthia White, Chief Administrative Officer
From: Kevin Natkinniemi, Director of Finance
Date: April 17, 2024
Subject: MFA Financing – Public Works Cross Connection Van

RECOMMENDATION:

THAT Council authorize up to \$74,000 to be borrowed, under section 175 of the *Community Charter*, from the Municipal Finance Authority, for the purchase of a Cross Connection van.

And

THAT the loan be repaid within 5 years, with no right of renewal.

Background:

The 2024 – 2028 Financial Plan included the purchase of a new Cross Connection van for public works with the full amount to be financed.

Options / discussion

1. Council authorize the borrowing of up to \$74,000 through MFA Equipment Financing for the new Cross Connection van as budgeted.
2. Council may chose not to approve the financing which would require the funding to come from other sources and would require an amendment to the 2024 – 2028 Financial Plan.

Financial / Risk Implications:

Borrowing distributes the cost of acquiring the asset over several years and allows the reserve funds to be available for other projects that require funds such as the purchase of used equipment and vehicles. The recommended length of the term for borrowing is five years, which is the maximum term for borrowing without receiving electoral approval. A shorter term would result in a lower overall interest cost. This loan could be repaid at any time. The interest rate is currently set at 5.55% for MFA Equipment Financing, and payments would be made monthly. The interest rate is floating and therefore will be adjusted as rates go up or down. The monthly payment costs would stay the same, with an adjustment to the final principal payment at the end of the term.

Respectfully submitted,

Kevin Natkinniemi
Director of Finance and Human Resources & CFO

Report

City of Merritt
REGULAR Council Meeting
April 23, 2024

File Number: 2280.01

To: Cynthia White, Chief Administrative Officer
From: Linda Brick, Director of Corporate Services
Date: April 19, 2024
Subject: 2024 TNRD Fire Agreement

RECOMMENDATION:

THAT Council directs staff to enter into the 2024 Fire Protection Agreement with the Thompson Nicola Regional District, substantially in the form attached to this report.

Background:

The City of Merritt provides fire protection to the Thompson Nicola Regional District Electoral Areas “M” and “N”. The arrangement offers the population living on rural properties adjacent to the City with firefighting services from the Merritt Fire Rescue Department with an “Exterior Operations Level” response that corresponds with the BC Structure Firefighter Minimum Training Standard. The service is limited to residential structure fires, incipient stage wildfires and motor vehicle fires when they threaten infrastructure. The agreement does not include response to forest fires or medical incidents.

The proposed five-year agreement has been ratified by the TNRD at the April 18, 2024 Board meeting and is supported by staff as a fair and equitable agreement that balances the needs of the City of Merritt with services to the greater region.

Options / discussion

1. THAT Council direct staff to enter into the attached Fire Protection Agreement with the Thompson Nicola Regional District.
2. THAT Council direct staff to re-negotiate one or more terms of the attached Fire Protection Agreement, at Council’s discretion.

3. THAT Council direct staff to advise the TNRD that the City of Merritt will not be providing fire service to the electoral areas.

Financial / Risk Implications:

The City will receive a total sum of \$1,547,833 from the TNRD in exchange for the provision of the services outlined in the Fire Protection Agreement.

The funding model equally shares the cost of operating the Merritt Fire Rescue Department with benefits realized by the TNRD residents.

Others Consulted:

David Tomkinson, Fire Chief
Thompson Nicola Regional District staff

Attachments:

Schedule "A" – TNRD Fire Protection Agreement

Respectfully submitted,

Linda Brick
Director of Corporate Services

THOMPSON-NICOLA REGIONAL DISTRICT
CITY OF MERRITT
STRUCTURE FIRE PROTECTION SERVICE AGREEMENT

This AGREEMENT is dated for reference as of the _ day of _____, 20__,

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

300 – 465 Victoria Street
Kamloops, BC, V2C 2A9

(the “**TNRD**”)

AND: CITY OF MERRITT

2185 Voght Street
PO Box 189
Merritt, BC V1K 1B8]

(the “**Service Provider**”)

WHEREAS:

- A. Pursuant to section 263(1) of the *Local Government Act* (RSBC 2015), the TNRD desires to enter into an agreement with the Service Provider for the purpose of providing fire protection and emergency response services, as herein specified, to the local service area established by the TNRD pursuant to Bylaw No.2783; and
- B. The Service Provider is authorized to enter into an agreement with the TNRD to provide such services pursuant to section 13(1) of the Community Charter,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby as follows

1. INTERPRETATION

1.1 In this Agreement:

- (a) “**Annual Fee**” means the fee the TNRD must pay to the Service Provider under this Agreement, as set out in Schedule “C”;

Initials: _____

- (b) **Bylaw No. 2779** means the TNRD *Fire Protection Services Regulatory Bylaw No. 2779, 2022*;
- (c) **Bylaw No. 2783** means the TNRD *Electoral Area “M” (Beautiful Nicola Valley – North and Electoral Area “N” (Beautiful Nicola Valley – South) Fire Protection Local Service Area Amendment Bylaw No. 2783, 2022*;
- (d) **“Fire Chief”** means the person appointed from time to time as the Fire Chief of the Service Provider or designate authorized by the Fire Chief to act on his or her behalf;
- (e) **“Fire Code”** means the British Columbia Fire Code, as amended or replaced from time to time;
- (f) **“Fire Department”** means the Merritt Fire Department, which is operated and controlled by the Service Provider, and in relation to which the Service Provider is, for all purposes, the Authority Having Jurisdiction as that phrase is defined in the Provincial Training Standards;
- (g) **“Fire Safety Legislation”** means any provincial fire safety legislation, as amended or replaced from time to time, that governs the Fire Department or its operations, or any aspect of the Services, and includes the *Fire Services Act*, RSBC 1996, c 144 and the *Fire Safety Act*, SBC 2016, c 19 (when or if the latter comes into force);
- (h) **“Force Majeure”** means an event beyond the reasonable control of a party that impairs the party’s ability to function in its ordinary course of business including, but not limited to:
 - (1) acts of nature, such as floods, droughts, and fire;
 - (2) explosions, wars, acts of terrorism, or insurrection;
 - (3) pandemic;
 - (4) riots, strikes, lockouts, or other labour disruptions; and
 - (5) laws, rules, regulations, or order of a duly constituted governmental authority,but excluding financial difficulties (such as lack of funds or funding);
- (i) **“Provincial Training Standards”** means the minimum training standards established from time to time by the Fire Commissioner under or pursuant to the Fire Safety Legislation;
- (j) **“Service Area”** means the local service area established under Bylaw No. 1567 as amended by Bylaw 2783 to which the Services will be provided by the Fire Department, as shown in the Service Area map attached as Schedule B;
- (k) **“Services”** means those fire suppression, fire prevention and other emergency response services specified in Schedule A to be provided by the Fire Department in the Service Area; and

- (l) **“Start Date”** means **January 1, 2024**

1.2 In this Agreement:

- (a) words importing the singular number include the plural and vice versa, and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections, and the insertion of headings, are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section, or schedule will, unless the context otherwise requires, mean that article, section, or schedule of this Agreement;
- (d) all payments to be made will be made in lawful currency of Canada;
- (e) a reference to a “business day” means all days other than Saturday, Sunday, and statutory holidays in the Province of British Columbia;
- (f) any reference to a “party” or the “parties” means the one or more parties to this Agreement, as the context demands, and includes the elected and appointed officials, officers, representatives, successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or allows;
- (g) reference to a whole, for example, to a “building”, includes reference to any portion thereof; and
- (h) unless expressly stated otherwise, references to a statute includes every regulation made under the statute (including Service Provider or TNRD bylaws), as amended or replaced from time to time.

1.3 This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein, and the parties hereby attorn to the courts of the Province of British Columbia.

1.4 The following schedules are incorporated into and form a part of this Agreement, except that if there is any inconsistency between a schedule and the body of this Agreement, the terms of the Agreement will prevail to the extent of such inconsistency:

- (a) Schedule A – Description of Services;
- (b) Schedule B - Service Area Map;
- (c) Schedule C – Annual Fee; and
- (d) Schedule D – Liability Insurance.

2. PROVISION OF SERVICES

- 2.1 Commencing with effect as of the Start Date, the Service Provider will provide the Services in the Service Area in accordance with the terms and subject to the conditions of this Agreement.
- 2.2 The structure firefighting provided by the Service Provider as a component of the Services, will be provided at the “Exterior Operations” service level, as set out in the Provincial Training Standards. For greater certainty:
- (a) the Service Provider makes no representations or warranties that the level or degree of the Services will be maintained or continued to any particular standard, other than as stated expressly herein.
- 2.3 The TNRD acknowledges and agrees that the Services are primarily being provided by volunteer or paid-on-call members of the Fire Department, which may result in a slow or insufficient turn-out for any given incident or emergency event. Such a slow or insufficient turn-out shall not, of itself, be considered negligence on the part of the Service Provider in delivering the Services.
- 2.4 The TNRD acknowledges and agrees that the provision of the Services by the Fire Department, may be adversely impacted by inadequate or insufficient water supplies in any hydrant system, or, where there is no hydrant system, by the need to rely on water tenders. The Service Provider has no obligation to upgrade, install, maintain or repair any water system. It will use reasonable efforts to keep any fire suppression activities supplied through use of its water tenders. The TNRD acknowledges and agrees that there is a risk that such methods may prove insufficient at any given structure or other fire despite such reasonable efforts.
- 2.5 When responding to an incident within the Service Area or undertaking a non-emergency response in the Service Area, the Department may exercise within the Service Area the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.
- 2.6 The Fire Chief may, in his or her sole discretion, request mutual aid from another fire service, to respond to an incident within the Service Area. Where such mutual aid is requested, the responding fire department shall be entitled to exercise the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.
- 2.7 The Service Provider will provide an annual report to the TNRD on its emergency response activities within the Service Area and Post Incident Reports within 48 hrs of each call that is required to be reported to the Office of the Fire Commissioner by the TNRD.
- 2.8 The Fire Chief will have exclusive control of all Fire Department assets and personnel used in connection with the delivery of the Services. Without limiting the generality of the foregoing, the Fire Chief will have sole decision-making authority as to:

- (a) the demolition of a building or other structure when necessary to suppress a fire or mitigate an incident, as provided in Bylaw No 2779;
 - (b) the level and nature of the Fire Department's response during a fire or other incident;
 - (c) the management and disposition of Fire Department resources during concurrent events;
 - (d) accessing and entering private property for the purposes of delivering the Services; and
 - (e) the ability of the Fire Department to respond in circumstances where access routes are insufficient to support firefighting apparatus, including driveway width, grade, maintenance, lack of turn around facilities, private bridges, overgrowth, and environmental factors such as snow or ice build-up.
- 2.9 The Services provided by the Service Provider will be dependent on the water available at the site of the fire incident
- 2.10 In order to facilitate the effective delivery of the Services by the Service Provider, the TNRD will:
- (a) provide to the Service Provider current mapping that shows house points and roads within the Service Area. The TNRD will ensure the accuracy of such mapping and will provide updates in a timely way to reflect any changes in road access or development within the Service Area;
 - (b) provide to the Service Provider timely information related to development within the Service Area, including new construction and major renovations, of which the TNRD is aware; and
 - (c) immediately advise the Fire Chief upon the TNRD becoming aware of any obstruction, impediment or obstacle in the Service Area that is likely to affect the Service Provider's delivery of Services.

3. WATER SYSTEM

- 3.1 The Service Provider and the TNRD acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Service Area.

4. PAYMENT FOR SERVICES

- 4.1 On or before August 31 of each calendar year during the Term, the TNRD will pay to the Service Provider the Annual Fee for such calendar year in the amount set out in Schedule “D”.
- 4.2 Any additional costs associated with a mutual aid, water tender contractor or heavy machinery to make a site safe that is summoned to respond to an incident in the Service Area as contemplated by section 2.5, may be billed by the Service Provider to the TNRD. The Service Provider will provide an itemized invoice in writing to the TNRD detailing the costs of such assistance. Any such charges shall be paid by the TNRD within 30 days of receipt of the invoice, unless the amount is disputed by the TNRD pursuant to the dispute resolution processes set out in this Agreement, in which case, the amounts will be paid as determined pursuant to those processes.

5. REDUCTION OR INTERRUPTION OF SERVICE

- 5.1 Without prejudice to any other right or remedy, the Service Provider may, at its sole discretion, and without terminating this Agreement, reduce or interrupt the provision of the Services to the Service Area if:
- (a) TNRD fails to pay the Annual Fee or any other amounts payable under this Agreement;
 - (b) TNRD fails in any material way to comply with its obligations and the terms and conditions of this Agreement; or
 - (c) the Service Provider, acting reasonably, decides that a temporary reduction or interruption is necessary for reasons of public health or safety or in response to an emergency situation.
- 5.2 Before reducing or interrupting the Services under section 5.1, the Service Provider will specify the reason for the reduction or interruption and provide the following notice to the TNRD:
- (a) under subsections 5.1(a) or (b), 60 days’ written notice or, if the default cannot be remedied within 60 days, such period as may reasonably be required to remedy the default, subject to the TNRD providing the Service Provider with a plan of action and schedule (acceptable to the Service Provider, acting reasonably) to remedy the default, and the TNRD acts with reasonable dispatch to remedy the default within such timeframe;
 - (b) under subsection 5.1(c), written notice detailing the nature of reduction or interruption in advance, if possible, or as soon as reasonably possible after such reduction or interruption occurs.

- 5.3 Without prejudice to any other right or remedy, the TNRD may, at its sole discretion, and without terminating this Agreement, reduce the Service Area by giving the Service Provider 6 months' notice of the change.

6. TERM AND TERMINATION

- 6.1 This Agreement will be valid for an initial term of five years, commencing on the Start Date and ending on the day before the fifth anniversary of the Start Date (the "**Term**").
- 6.2 The parties will commence negotiation of a renewal or replacement of this agreement commencing not less than six months prior to end of the Term.

7. DISPUTE RESOLUTION

- 7.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, then the parties agree to the following process in the order it is set out:
- (a) the party initiating the process will send written notice to the other party (the "**Dispute Notice**"); and
 - (b) the parties will promptly, diligently, and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- 7.2 If the parties are unable to negotiate a resolution within ninety days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within thirty days' written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the Vancouver International Arbitration Centre ("**VIAC**"), and, unless the parties agree otherwise, this mediation will follow VIAC rules and will be completed within sixty days following the appointment of the mediator.
- 7.3 If the parties are unable to resolve the dispute pursuant to section 7.1 and/or section 7.2, the matter will then be referred to arbitration by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) or any successor legislation, on the understanding and agreement that the decision of the arbitrator will be final and binding on the parties. If the parties are unable to agree on a single arbitrator to hear the dispute within sixty days following termination of negotiations under section 7.1 or, if mediation is pursued, the mediation as set out in section 7.2, an arbitrator will be appointed by the BCICAC. Such arbitration will be conducted in accordance with the *Arbitration Act* (British Columbia), using the rules of the VIAC, unless otherwise mutually agreed by the parties.
- 7.4 Each party agrees to bear its own costs and expenses in respect of the dispute resolution processes set out in this Part 7, and to share equally the costs of the mediation and arbitral processes. The parties agree that neither will seek recovery against the other party for any costs or expenses incurred with respect to this dispute resolution process.

- 7.5 Any right of action either party may have against the other arising from any breach of this Agreement will survive the termination of this Agreement.

8. WORKSAFE BC COVERAGE

- 8.1 The Service Provider acknowledges and agrees that it has reviewed and understands the occupational health and safety obligations pursuant to the *Workers Compensation Act* and regulations.
- 8.2 The Service Provider is responsible for obtaining and maintaining Workers Compensation coverage and will abide by all provisions of the *Workers Compensation Act* and regulations.
- 8.3 Prior to undertaking the Services outlined in this Agreement, the Service Provider will provide the TNRD with its Workers' Compensation Board Number and a clearance letter from WorkSafeBC.

9. INSURANCE

- 9.1 The TNRD and the Service Provider, at all times during the Term of this Agreement, will carry commercial general liability insurance against any and all third party claims for bodily injury, death, or property damage whatsoever arising out of the Service Provider's use and/or occupation of the Premises or any portion thereof, and must cover for not less than Five Million (\$5,000,000) Dollars per occurrence.
- 9.2 Each Party shall procure and maintain at its own cost during the entire term of this Agreement Automobile Insurance for owned and/or leased vehicles as required by the laws of the Province of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third-party liability shall be \$10,000,000 inclusive per occurrence for bodily injury, or death of another, or loss of damage to property of another.
- 9.3 Prior to the commencement of the Term, the Service Provider will forward to the TNRD a certificate of insurance including insuring agreements acceptable to the TNRD acting reasonably. The required form of insurance certificate, specifying the minimum insurance coverage required by the TNRD, is attached hereto as Schedule "D" and is to be completed by the Service Provider's insurer. Should the insurance policies under which the insurance certificate is drawn expire during the Term of this Agreement or any extension or renewal thereof, the Service Provider will forward a renewal insurance certificate to the TNRD 30 days prior to the expiry of said insurance policies, in a form satisfactory to the TNRD, acting reasonably.
- 9.4 Should the Service Provider fail to supply the insurance certificate prescribed by this Agreement, then this Agreement may be immediately terminated by the TNRD, for cause.
- 9.5 All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and must include a provision that coverage

may not be cancelled or amended in any way unless 30 days' written notice has been given to the TNRD.

10. INDEMNIFICATION

10.1 The TNRD hereby indemnifies and saves harmless the Service Provider and its elected officials, officers, employees and agents from and against all manner of actions, causes of action, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whomsoever brought (collectively, a "Claim"), which the Service Provider may incur, suffer or be put to, arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement.

10.2 The Service Provider hereby indemnifies and saves harmless the TNRD and its elected officials, officers, employees and agents from and against all Claims which the TNRD may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties or covenants under this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1 Each party represents and warrants to the other party, and covenants with the other party that:

- (a) it has the legal capacity and power to enter into this Agreement and to comply with and perform every term and condition of this Agreement;
- (b) all necessary proceedings have been taken to duly authorize it to enter into and to execute and deliver this Agreement; and
- (c) this Agreement has been properly executed and delivered by it, and is binding on it in accordance with its terms.

12. FORCE MAJEURE

12.1 A party will not be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform any of its obligations

under this Agreement to the extent that, and for so long as, such delay or failure results from an event of Force Majeure, provided that:

- (a) the same arises without the fault or negligence of the party claiming Force Majeure, and the affected party notifies the other party within three days of becoming aware of such event and the manner and extent to which its performance of its obligations are likely to be prevented or delayed; and
- (b) the occurrence of a Force Majeure event will not have the effect of discharging or postponing the affected party's payment obligations hereunder.

12.2 Each party will use its reasonable efforts to minimize the effects of any event of Force Majeure.

12.3 If an event of Force Majeure lasts for twelve or more months, either party may terminate this Agreement effective immediately.

13. NOTICES

13.1 Where this Agreement requires or permits a notice, demand, or other communication to be given or served by either party to the other, such notice, demand or other communication must, unless otherwise specifically provided herein, be given or served in writing and forwarded to the respective party at the address given in this Agreement, provided that either party may change its address by giving the other prior notice of a change of address.

13.2 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received the addressee, if served personally, on the date of the such personal service or, if delivery by mail, fax or email, when received. The address for delivery will be as follows:

THOMPSON-NICOLA REGIONAL DISTRICT

Attn: Jason Tomlin, Manager of Fire Protection Services

300-465 Victoria Street

Kamloops, BC V2C 2A9

Phone: 250-377-2598 Fax 250-372-5048

Email: fireprotectionservices@tnrd.ca

CITY OF MERRITT

Attn: David Tomkinson, Fire Chief

1799 Nicola Avenue

PO Box 189

Merritt, BC V1K 1B8

Ph: 250-378-5626

Email: dtomkinson@merritt.ca

CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 13.3 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("**Confidential Information**"). Confidential Information will not include any information that:
- (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 13.4 Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information in connection with the management or review of this Agreement or delivery of Services hereunder.
- 13.5 Upon termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

14. GENERAL PROVISIONS

- 14.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, administrators, representatives, and permitted assigns.
- 14.2 No amendment or variation of the terms, conditions, covenants, agreements or undertakings in this Agreement will be of any force or effect unless it is in writing and executed by the authorized signatories of each party.
- 14.3 The rights, powers, and remedies of the parties provided in this Agreement are cumulative and not exclusive of any right, power, or remedy that may be available to the parties at law or in equity.

- 14.4 Each party agrees to execute such further and other documents and instruments and will do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 14.5 Nothing contained in this Agreement may be construed to create or constitute a partnership between the parties or authorize one party to act as an agent for the other party except as specifically expressed herein.
- 14.6 If any provision of this Agreement is judged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, provided that if the intent of the parties is not thereby preserved then the parties will negotiate in good faith a replacement for the invalid, illegal, or unenforceable provision that is consistent with the original intent of the parties.
- 14.7 Subject to a *Force Majeure* event, time will be of the essence in the performance of each obligation under this Agreement.
- 14.8 This Agreement may not be assigned by a party without the prior written consent of the other party.
- 14.9 No consent or waiver, express or implied, by a party relating to any breach or default by another under this Agreement:
- (a) will be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
 - (b) can be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
 - (c) constitutes a general waiver under this Agreement; or
 - (d) eliminates or modifies the need for a specific consent or waiver under this section in any other or subsequent instance.
- 14.10 Notwithstanding the expiry or earlier termination of this agreement, section 10 (Indemnification) shall survive and remain binding on the Parties and their successors.

14.11 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THOMPSON-NICOLA REGIONAL DISTRICT,
by its authorized signatories:

CITY OF MERRITT
by its authorized signatories:

BARBARA RODEN, BOARD CHAIR

MICHAEL GOETZ, MAYOR

GREG LOWIS, CORPORATE OFFICER

**CYNTHIA WHITE, Chief Administrative
Officer**

SCHEDULE “A”

SERVICES

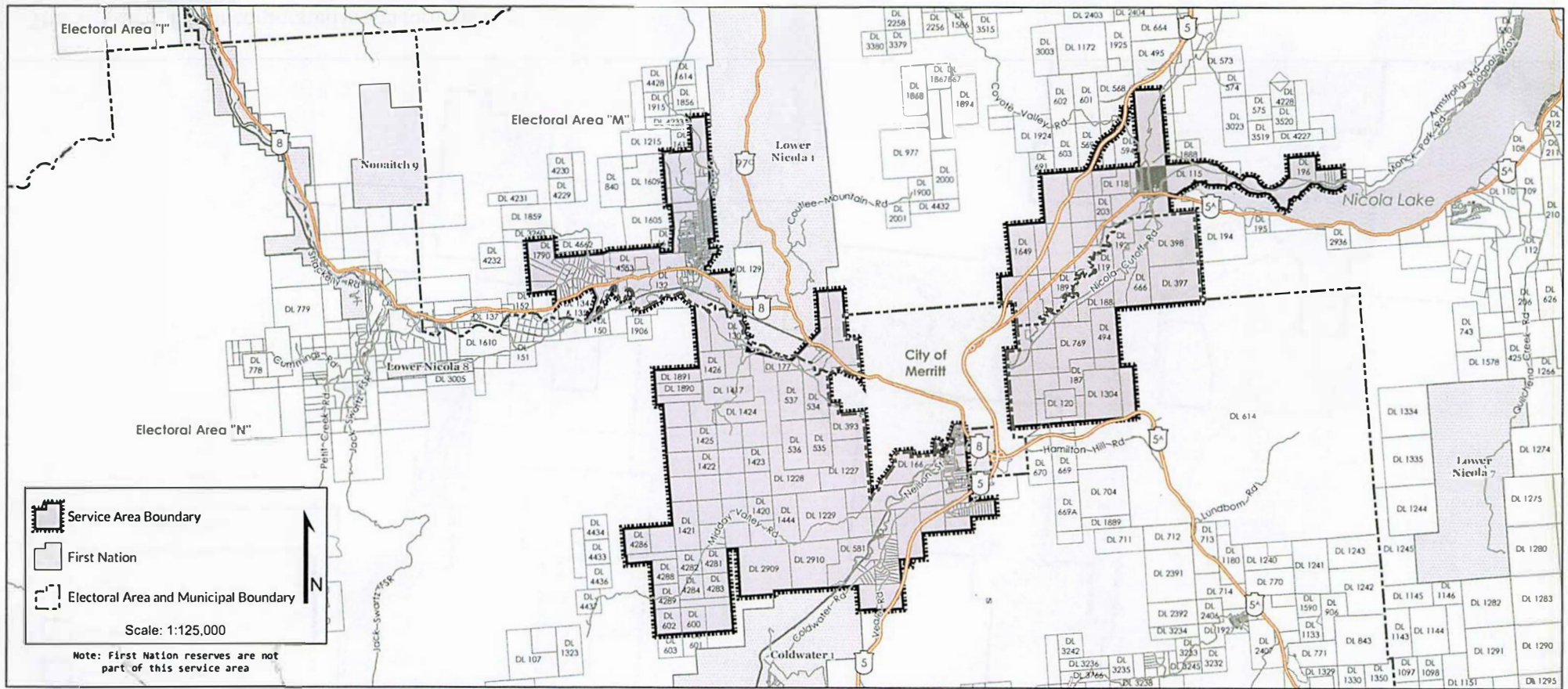
The Services provided by the Service Provider under this Agreement comprise the following:


STANDARD ZONES RESPONSE GUIDELINES	TNRD ME02	
AIRCRAFT CRASH	C1, C2, E2, R1, WT	Task # Required
AIRPORT BACK UP (ROUTINE)	N/A	No Service Provided
AIRPORT BACK UP (EMERGENCY)	N/A	No Service Provided
BOMB THREAT	N/A	No Service Provided
CARBON MONOXIDE ALARM	N/A	No Service Provided
CHIMNEY FIRE	C1, C2, E2, WT	
DANGEROUS GOODS - FUEL SPILL	N/A	No Service Provided
DANGEROUS GOODS - GAS VAPOUR	N/A	No Service Provided
DANGEROUS GOODS - HAZMAT CONFIRMED	N/A	No Service Provided
DANGEROUS GOODS - HAZMAT GRADUATED	N/A	No Service Provided
FIRE ALARM - COMMERCIAL	C1, C2, E2, WT	
FIRE ALARM - RESIDENTIAL	C1, C2, E2, WT	
FIRE BURNING COMPLAINT	N/A	No Service Provided
GARBAGE BIN FIRE	C1, C2, E2	
INTERFACE FIRE - HIGH EXTREME	C1, C2, E2, BT1, WT	
INTERFACE FIRE - MODERATE LOW	C1, C2, E2, BT1, WT	
LANDSCAPE FIRE	C1, C2, E2, BT1, WT	
LINES DOWN	N/A	No Service Provided
MEDICAL	N/A	No Service Provided
MEDICAL (ROUTINE)	N/A	No Service Provided
MISCELLANEOUS	C1, C2, E2	
MOTOR VEHICLE FIRE	C1, C2, E2, WT	
MOTOR VEHICLE INCIDENT	C1, C2, E2, R1	TASK # Required
MOTOR VEHICLE INCIDENT (ROUTINE)	C1, C2, R1	TASK # Required
PUBLIC SERVICE	N/A	No Service Provided
RESCUE	N/A	No Service Provided
RESCUE - CONFINED SPACE	N/A	No Service Provided
RESCUE - ICE	N/A	No Service Provided
RESCUE - ROPE	N/A	No Service Provided
RESCUE - RURAL	C1, C2, R1, E2	TASK # Required
RESCUE - WATER	N/A	No Service Provided
STRUCTURE FIRE COMMERCIAL	C1, C2, E2, WT	
STRUCTURE FIRE RESIDENTIAL	C1, C2, E2, WT	

SCHEDULE B – Service Area Map

Electoral Area "M" (Beautiful Nicola Valley – North) and Electoral Area "N" (Beautiful Nicola Valley – South)
Fire Protection Local Service Area Amendment Bylaw No. 2783, 2022

Schedule "A"



This Schedule "A" is incorporated in and forms part of
Bylaw No. 2783, 2022
Certified Correct: 

Corporate Officer

SCHEDULE “C”

ANNUAL FEES

Throughout the term of this agreement the TNRD shall pay to the Service Provider by August 31st of each year, the following operating contributions:

Year	Annual Fee
2024	\$275,808
2025	\$293,735
2026	\$311,359
2027	\$326,927
2028	\$340,004

SCHEDULE "D"
LIABILITY INSURANCE
Agreements/Lease/Permit/Contractors/Engineers/Consultants

INSURED

NAME: _____

ADDRESS: _____

BROKER

NAME: _____

BROKER CONTACT: _____

ADDRESS: _____

EMAIL: _____

PHONE: () -

FAX: () -

This document certifies that the policies of insurance described below have been issued to the insured(s) named above and are in full force and effect.

TYPE OF INSURANCE	COMPANY & POLICY #	POLICY DATES		LIMITS OF LIABILITY / AMOUNTS	
		EFFECTIVE YYYY/MM/DD	EXPIRY YYYY/MM/DD		
Commercial General Liability including: <ul style="list-style-type: none">premises and operations liabilityproducts or completed operations liabilityblanket contractual liabilitycross liabilityoccurrence property damagehoist liabilitycontingent employers' liabilitypersonal injuryliability with extension to non-owned licensed vehicles				Bodily Injury & Property Damage \$ _____ \$ _____ \$ _____	Inclusive Aggregate Deductible
In addition to this certificate, you may be required to provide a copy of the declaration page and policy wordings.					
Tenants Legal Liability				\$ _____	Limit
Umbrella/Excess Liability				\$ _____ \$ _____ \$ _____	Limits excess of General Liability excess of Automobile
Professional Liability/ Errors and Omissions				\$ _____ \$ _____ \$ _____	Each Claim & Aggregate Each Deductible

These policies shall not be cancelled or amended in any way without thirty (30) days written notice by registered mail to:

Thompson-Nicola Regional District
Attention: Finance
300 - 465 Victoria Street, Kamloops, BC V2C 2A9

Authorized to Sign on Behalf of Insurers

Date

Print or Type Name

Report

City of Merritt
REGULAR Council Meeting
April 23, 2024

File Number: 0540-20

To: Cynthia White, Chief Administrative Officer
From: Linda Brick, Director of Corporate Services
Date: April 17, 2024
Subject: Council Policy Review Committee Recommendation from April 18, 2024

RECOMMENDATION:

THAT Council adopt the Recreation Advisory Committee Terms of Reference.

And

THAT Council adopt the Use of Social Media Policy as attached to this report.

Background:

On April 18, 2024, the Policy Review Committee met and reviewed the Recreation Advisory Committee Terms of Reference and the Use of Social Media Policy; following careful review by the Committee the Terms of Reference for the Recreation Advisory Committee and the Use of Social Media Policy were recommended to be forwarded to Council for approval.

Recreation Advisory Committee

The establishment of the Recreation Advisory Committee will provide Council with insight and feedback from user groups and residents on recreation services in the City of Merritt.

Use of Social Media Policy

The Policy provides guidelines to support the appropriate use of social media for business purposes.

Options / discussion

1. THAT Council approve the Recreation Advisory Committee Terms of Reference and Use of Social Media Policy.
2. THAT Council direct staff to revise the proposed Terms of Reference or the use of Social Media Policy.
3. THAT Council receive the report for information.

Financial / Risk Implications:

There is no financial implication to the City in the approval of these Terms of Reference.

Others Consulted:

Director of Community Services
Director of Human Resources
Council Policy Review Committee

Attachments:

Recreation Advisory Committee Terms of Reference
Use of Social Media Policy

Respectfully submitted,

Linda Brick
Director of Corporate Services

Recreation Advisory Committee

Terms of Reference

Type: Select Committee of Council

Purpose:

The Recreation Committee is established for the purpose of

- Promoting public awareness of recreation;
- Making recommendations to Council respecting recreation services;
- Working with the community and / or Council for project funding, either through fundraising efforts or annual budget allocations.

Composition:

The Committee shall be comprised of nine members who shall serve without remuneration.

The Committee shall be composed as follows:

- One member of Council; and,
- Eight members at large.

In a non-voting advisory and support capacity:

- Chief Administrative Officer;
- Director of Community Services;
- Committee Clerk

Reporting:

The Committee will arrange to report to Council, on at least an annual basis, though the Committee may make arrangements to come before Council more often to meet the needs of the Committee.

Term:

The Term of Committee member appointments will coincide with the term of Council.

Meetings and Administration:

- The Recreation Advisory Committee will meet a minimum of four times per year, or more frequently at the call of the Chair.
- Committee procedure shall be governed by the Council Committee Policy.

City of Merritt Council Policy

Council Policy: [Use of Social Media](#)

Category No. [03 - ##](#)

Contact Department: [Human Resources](#)



1. PURPOSE:

The City of Merritt supports the appropriate use of social media for business purposes. Social media can help City staff to collaborate, share information and support dynamic discussions with the public. It can provide opportunities to enhance outreach and inclusion, engage individuals, communities and groups that otherwise may not participate in City initiatives.

Employees must be aware that they can damage the reputation of, or confidence in, City of Merritt, by certain comments or statements if they are recognized as being one of our employees, even while outside of work time and when not acting on behalf of the City of Merritt.

2. POLICY

Staff must adhere to the following guidelines when using social media, both during work and personal time.

- Respectful Workplace, Confidentiality, and Conflict of Interest Policies.
- To respect copyright, fair use and financial disclosure laws. City of Merritt proprietary information should never be used in online communication.
- Inappropriate use of social media, the internet, personal cell phones or any non-related activity that affects your ability to do your job will be subject to corrective action up to and including termination.

Using Social Media for City Business

1. Keep work and personal uses separate.
2. Social media can be used for a variety of purposes. While conducting City business, employees should only use social media accounts set up specifically for work purposes. Don't mix business and personal messages when using online services.
3. Avoid creating any conflicts of interest or issues that may impact public opinion of you and/or City of Merritt.
4. Know that you are on record.
5. Anything that you post to social media (including comments, photos, likes, tweets, etc.), is, or could potentially be made to be public, for anyone to see. Online communities are not private; your posts can be accessed by a wider audience than intended or copied by others and published elsewhere without your permission or knowledge.
6. Any of the information or communications posted on social media can potentially be accessed by current or potential employers, colleagues, government and law

City of Merritt Council Policy

enforcement agencies and other unintended people. Communications should always be considered public and permanent.

7. If you would not say or write something down in a public setting, then don't post it online.
8. Employees are expected to treat their colleagues and the organization, as well as Council, clients and community members, with respect, both in the workplace and online.

Representing the City of Merritt

1. Participating in social media by a City of Merritt employee on behalf of City of Merritt must be approved and coordinated through the Communications team. Communications must designate you as a spokesperson.
2. If you use social media to communicate with others on behalf of the City of Merritt or for the City of Merritt-related matters, you must disclose your connection and role with the City of Merritt.
3. Be respectful and professional, representing the City of Merritt values to fellow employees, business partners, Council, and the community and avoid using unprofessional online personas.
4. When using online services as part of your work for the City of Merritt, you must use your real name (never a false name) and your City of Merritt e-mail address.

Personal use of Social Media

1. Unless you receive prior approval to post for the City of Merritt, you represent only yourself on social media. Make that clear.
2. Employees who identify themselves as City employees or who are identified as City employees in their personal social media should make it clear that their position does not represent the City's position.
3. Include on their profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer." Including if employees discuss their work on social media (for example, giving opinions on their profession or department).
4. Do not use visual cues that suggest you represent the City: do not post logos, photographs or other media without the City's authorization.
5. While at work, personal social networking, personal cell phone use, or any other non-work-related activities must not affect your ability to perform the duties of your position.
6. Even if you are speaking for yourself, members of the public may not separate you from your position at the City of Merritt. Be respectful of yourself, your colleagues, Council and others.

General Guidelines

Even if you do not explicitly identify yourself as a City employee, others may identify you as a City employee by your name, your place of work, a photograph or by the content you post. Therefore, your conduct and the City of Merritt may be connected in your social media use.

City of Merritt Council Policy

The City of Merritt trusts that you will maintain appropriate conduct and that your conduct does:

- Not do anything that could be considered discriminatory against, or bullying or harassing of any individual for example:
 - Making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age, or;
 - Using social media to bully another individual such as a City of Merritt employee;
 - Posting images that are discriminatory or offensive or links to such content.
- Not breach copyright, for example, using images without written consent or permission, failing to acknowledge where permission has been given to reproduce something.
- Not reveal personal information gained through work, identify other City employees without their consent or otherwise breach confidentiality, for example, by;
 - Revealing confidential City of Merritt information
 - Giving away confidential information about an individual or organization related to your employment; or
 - Discuss internal workings of City of Merritt (e.g. changes to existing programs, the introduction of new programs, etc.) or;
- Not place yourself in a conflict of interest.
- Not harm public confidence in the City of Merritt including:
 - Actions that could harm the City of Merritt's reputation
 - A serious breach of the Criminal Code that renders conduct injurious to the reputation of the organization and its employees.
- Not bring the City of Merritt into disrepute, for example, by:
 - Criticizing or arguing with community members, employees, councillors, etc.
 - Making defamatory comments about individuals or other organizations or groups or;
 - Posting images that are inappropriate or links to inappropriate content.

Merritt.ca E-mail use:

- Your merritt.ca email address should only be used for work-related purposes.
- Use a personal email address as your primary means of identification for personal correspondence. Just as you would not use City of Merritt letterhead for a personal letter with your personal views to a friend.
- Your merritt.ca email address may not be used on your personal social networks such as Facebook, Instagram, X (formerly Twitter), blogs, etc. or any other form of online publishing that you participate in on a personal level.

Participating in official City of Merritt social media channels:

- City of Merritt employees are encouraged to participate in official channels, within this policy's guidelines, with the intention of further promoting the City of Merritt and furthering our social media goals.
- Our goals in using social media include:

City of Merritt Council Policy

- Celebrating and sharing positive stories about City of Merritt (with permission), services and programs.
- Highlight the great work of employees, projects, the community, etc.
- To connect residents to resources, advice and stories.
- To create connections and engagement with stakeholders, including residents and employees.

Ways employees are encouraged to participate

- On your personal social media profiles, like, share, comment on and retweet, re-pin, etc. City of Merritt posts.
- Sharing stories posted on City of Merritt channels to your own networks/friends to help City of Merritt develop larger followings, more fans and greater reach.
- All activities (e.g. commenting, likes, etc.) should be with the intent to encourage further conversation and positive promotion of City of Merritt stories.
- Negative comments and questions are more appropriately addressed with your supervisor/manager.
- If you are unsure about the appropriateness of your or someone else's online activity, or want clarification about the guidelines, please contact Communications.
- Contact the Communications team to participate in City of Merritt social media channels.

3. OBJECTIVES

The purpose of this policy is to outline parameters for City of Merritt employees when they participate in external and internal social media.

City of Merritt recognizes that many employees participate in social media in a personal capacity. Everyone must understand how to use these channels.

The preceding guidelines are intended to help employees use social media safely and respectfully, in accordance with other City of Merritt policies in a way that does not adversely impact the City of Merritt or stakeholders (community, employees, clients, etc).

Approved on
Amended on
Amended on
Amended on

March 25th, 2024

Kerri-Doone Swedberg
95 Windermere Drive
Spruce Grove, Alberta T7X-1N7
Phone: (780) 907-7521
Email: beamberg@telusplanet.net

Re: Mrs. Jean Swedberg C.V. Memorial Tribute to Honour Her Heroic and Selfless Act of Bravery (1974-2024) 50 Year Anniversary

Dear Councillor Dana Egan, Mayor and Council,

On behalf of the Swedberg Family, we are collectively requesting the City of Merritt, Mayor and Council ("Council") to consider the provision of a memorial tribute in honour of our late mother, Mrs. Jean Swedberg.

Labour Day, 1974 Jean Swedberg, was faced with the most perilous conditions as the Valnicola Hotel was fully engulfed in flames. With no thought for her own safety, Jean Swedberg rescued all but one hotel guest and displayed the finest example of selfless courage by giving her life as the ultimate sacrifice. As a result of her heroism, Jean Swedberg was awarded several notable awards including:

- Cross of Valour- Canada's Highest Decoration for Bravery (1 of 20 recipients)
- Carnegie Hero Fund Commission
- Worker's Compensation Board of British Columbia - Bravery Award
- Hotel Association of British Columbia

2024 marks the 50th anniversary of this Merritt tragedy. Our family, which consists of past and current Merritt residents, are respectfully calling upon Council to give consideration of a tributary monument within the City of Merritt dedicated to Jean Swedberg's sacrifice. The tributary monument would be of Council's choice and the monument dedicated to a local hero.

We are seeking Council's support, vision and implementation to go forward with this proposal. Please reply to this proposal via my contact information above or feel free to contact Dean and Debby Swedberg at (250) 378-1993 for more information. We are hoping that you will give your earnest consideration to this proposal and thank you in advance for your response.

"No greater service can one person render, than that they save the life of their fellow man."
Workers' Compensation Board of British Columbia Award

Sincerely,


Kerri-Doone Swedberg and Family



VIA EMAIL

Ref: 66489

April 8, 2024

Their Worship Mike Goetz
Mayor of the City of Merritt
Email: michael.goetz@merritt.ca

Dear Mayor Mike Goetz:

On April 5, 2024, I introduced new legislation, Bill 16, intended to support local governments in their efforts to build more affordable and liveable communities. The proposed legislation strengthens the shift towards pro-active zoning by providing local governments with new authorities to secure affordable housing units and site-level infrastructure in new developments and to enable municipalities to adopt bylaws to help tenants facing eviction from redevelopment.

These changes are part of the broader set of local government changes that started in fall 2023 with Bills 44, 46 and 47 to help get more housing built faster while enabling updated and new tools to effectively fund the costs of infrastructure and amenities to support increased housing supply and growth. Those changes will result in fewer site-by-site rezonings, which many local governments currently rely on to secure key outcomes such as affordable housing, tenant protections, and site-level infrastructure. If passed, Bill 16 will provide authorities to local governments to secure these outcomes within a pro-active zoning framework.

Bill 16 will establish a new **Inclusionary Zoning** tool that allows local governments to require affordable housing in new development without relying on the rezoning process and to accept cash-in-lieu of affordable housing or affordable units on a different site by agreement. Local governments will need to undertake a financial feasibility analysis and consultation when developing Inclusionary Zoning bylaws to ensure that enough density is provided to offset the costs of providing affordable housing. They will also need to report annually on the outcomes of Inclusionary Zoning bylaws for transparency and to support provincial monitoring of implementation.

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Office of the
Minister of Housing

Website:
www.gov.bc.ca/housing

Mailing Address:
PO Box 9074 Stn Prov Govt
Victoria BC V8W 9E9
Phone: 236 478-3970

Location:
Parliament Buildings
Victoria BC V8V 1X4
Email: Hous.Minister@gov.bc.ca

The **Density Bonus** tool will be updated to clarify how it is used and to help ensure it works effectively with Inclusionary Zoning. Financial feasibility analysis and consultation will now be required to ensure that Density Bonus provisions are achievable and calibrated to local conditions. The proposed legislation clarifies that local governments can accept cash-in-lieu of affordable units and/or units on a different site. It also clarifies use of Density Bonus authorities in Transit-Oriented Areas (TOAs).

By mid-2025 (or a later date prescribed by regulation) local governments will be required to update all existing density bonus bylaws to comply with the new legislation, and density bonus authorities will only be able to be used above the minimum allowable densities in TOAs.

Bill 16 will also provide municipalities with the authority to develop **Tenant Protection Bylaws** that are implemented at the development permit stage. Municipalities will be able to withhold development permits until owners meet the conditions of the tenant protection bylaws. In addition, municipalities will be able to request information about the effect of proposed redevelopments on tenants, which will give municipalities more data to design tenant protection bylaws.

Lastly, Bill 16 proposes new authorities for local governments to secure site-level infrastructure to service new development without relying on the rezoning process. These changes will give local governments clearer authority to require **works and services** for infill developments (i.e. at the building permit stage). As well, the legislation provides local governments with an expanded list of works and services they can require, including, for example, benches, street lamps, parklets, and sustainable design features like rain gardens. Local governments will also be able to require developments provide land adjacent to developments for new or upgraded roads without subdivision to support alternative transportation, accessibility and safety (such as wider sidewalks, bike lanes, and street trees). The legislation also gives local governments a new authority to define and require **Transportation Demand Management** measures within new developments, which can include, for example, charging stations or secure bicycle parking facilities.

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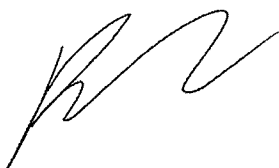
Their Worship Mike Goetz
Page 3

If Bill 16 is passed, local governments can use the capacity funding distributed in January to adopt these new tools.

The Province will continue to engage and collaborate with local governments to support implementation of the new legislative tools and requirements. Later this year, we will provide guidance for adoption of the new authorities: Inclusionary Zoning and Density Bonus, Works and Services and Transportation Demand Management, and Tenant Protection Bylaws. In the coming months, we will also be providing further guidance to support the implementation of the fall 2023 legislation, including guidance on the Interim Housing Needs Reports and comprehensive guidance on the development finance tools.

I appreciate all the work being undertaken to transition to a pro-active zoning planning framework and to help get more homes built for British Columbians.

Sincerely,



Ravi Kahlon
Minister of housing

pc: The Honourable Anne Kang, Minister of Municipal Affairs
Teri Collins, Deputy Minister, Ministry of Housing
Okenge Yuma Morisho, Deputy Minister, Ministry of Municipal Affairs
Bindi Sawchuk, Assistant Deputy Minister, Ministry of Housing
Tara Faganello, Assistant Deputy Minister, Ministry of Municipal Affairs
Cynthia White, City Manager/CAO (cynthia.white@merritt.ca)

Links:

Local Government Housing Initiatives Webpage: [Local government housing initiatives - Province of British Columbia](#)

Bill 16 Announcement: <https://news.gov.bc.ca/releases/2024HOUS0049-000471>



BRITISH
COLUMBIA

VIA EMAIL

Ref. 66386

April 10, 2024

His Worship Mike Goetz
Mayor of the City of Merritt
Email: michael.goetz@merritt.ca

Dear Mayor Mike Goetz:

British Columbia is facing an unprecedented housing shortage. We need every local government in the province to work with us to enable the development of more housing in every community. We need all types of housing; rental housing, family housing, housing that is appropriate and accessible for seniors and housing that presents real opportunities for ownership to first time buyers. That is why in the 2023 fall legislative session, we passed three legislative packages (Bills 44, 46 and 47) designed to shift land use planning away from site-by-site rezoning decisions that slow down the delivery of housing and amenities toward more 'up-front' planning and zoning practices.

Collectively, these legislative changes will help to address the housing crisis in BC by promoting greater diversification of the housing stock to address the unique needs for homes across a variety of demographics, tenures, household lifecycles, and income ranges. They will enable more efficient and predictable planning for housing need, reduce administrative and negotiation costs, help deliver more housing options for a range of incomes, and contribute to economic growth.

In our consultations on the Small-Scale Multi-Unit Housing legislation with planning staff and home builders, we heard clearly that this type of housing, four to six units on a single-family lot, can be challenging to realize within overly prescriptive site guidelines. Allowing for maximum flexibility on site will ensure we have the best chance of seeing "gentle" density realized in our communities. And because we know this type of development can be challenging and that streamlined development approvals process will help, Bill 44 also requires that you do not unreasonably restrict or prohibit the development of Small Scale Multi-Unit Housing.

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**Office of the
Minister of Housing**

Website:
www.gov.bc.ca/housing

Mailing Address:
PO Box 9074 Stn Prov Govt
Victoria BC V8W 9E9
Phone: 236 478-3970

Location:
Parliament Buildings
Victoria BC V8V 1X4
Email: HOUS.Minister@gov.bc.ca

His Worship Mike Goetz
Page 2

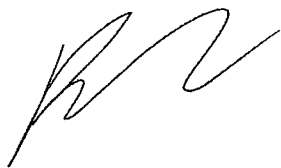
We also expect many Small-Scale Multi-Unit Housing Developments will be strata titled and provide more accessible pathways to homeownership for people who would not be able to afford a single-family home in many communities. The Province recommends local governments allow stratification at every opportunity.

Alongside these bills, we also published the Provincial Policy Manual and Site Standards for Small Scale Multi-Unit Housing. This manual provides a framework that will create a healthy development environment to realize the diverse housing types needed to meet the unit level density required by Bill 44. I would like to remind you that Bill 44 requires that you consider this policy guidance when crafting your zoning bylaw amendments. We strongly encourage you to adopt the provincial site standards around lot coverage, building height and setbacks and to allow as many unit types as possible in as many residential zones as you can so we can build more homes for people.

I know your staff are already working hard to prepare your bylaw amendments to meet the compliance deadline of June 30, 2024, and I appreciate the work and thought that you are putting into this process.

Thank you for working with us to address restrictive zoning and make it easier for people to build small scale, multi-unit homes.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ravi Kahlon', with a stylized, flowing script.

Ravi Kahlon
Minister of Housing

pc: Cynthia White, Chief Administrative Officer (cynthia.white@merritt.ca)



APR 05 2024

1272439

Via email: michael.goetz@merritt.ca

Their Worship Michael Goetz
Mayor of the District of Merritt
2185 Voght St
Merritt BC V1K 1B8

Dear Mayor Goetz and Council:

Thank you for taking time to meet with me at UBCM on September 21, 2023, regarding the health care challenges in the Nicola Valley. The Province is committed to improving health care staffing across the province and in Nicola Valley. I want you to know that I heard your comments regarding the short notice closures at Nicola Valley Hospital and their impact on current and prospective residents and businesses.

Significant efforts are underway provincially to address health sector shortages, including through BC's Health Human Resources Strategy, which advances 70 key actions to recruit, train, and retain health sector workers while supporting innovation in the health system to address complex challenges. The Strategy acknowledges the unique recruitment and retention challenges faced by BC's rural and remote communities including the Nicola Valley. Details on this strategy are available via <https://news.gov.bc.ca/files/BCHealthHumanResourcesStrategy-Sept2022.pdf>.

Budget 2023 invests nearly \$1 billion dollars in the Strategy over three years, and it is built around four cornerstones – retain, redesign, recruit, and train.

Some of the actions within the Strategy that might be of particular interest to you include:

- Action 34 (**Provincial Travel Resource Pool – GoHealth**) will support deployment of nursing resources to communities in need of short-term support.
- Action 41 (**Practice Ready Assessment Program Expansion**) will triple the number of PRA-BC supported physicians dedicated to primary care networks across BC.
- Action 63 (**Undergraduate Medical Education Expansion**) will increase UBC's MD program by adding 40 additional training opportunities per year for prospective qualified students who may otherwise have pursued education at international medical schools.

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- Actions 59 (**Post Graduate Medical Education Expansion**) will increase UBC's residency program by adding up to 122 new annual training positions by 2028, including the immediate expansion of its family doctor residency program intake by 12 in 2023 and another 18 in 2024. To address the critical need for family physicians, these additional family medicine residency seats will expand the UBC family medicine residency program from 174 in 2022 to 204 by 2024.
- Action 64 (**Post Graduate Medical Education (PGME) Re-entry with Return of Service Expansion**) will increase "Re-entry into PGME" by 10 positions in high priority training areas by 2024. Re-entry allows licensed, practicing physicians to pursue re-training in a priority specialty in exchange for a three-year return of service. Through return of service, these positions will support equitable access to specialist care across the province.
- Action 60 (**Second Medical School**) will launch a second medical school at a new Simon Fraser University based location in Surrey, with the aim to accept its first student intake in 2026.
- Action 23 (**Associate Physician (AP) Deployment Expansion**) enables the recruitment of International Medical Graduates who are not otherwise eligible for independent licensure to contribute meaningfully to BC's health sector. To date, 17 APs have been hired with many more expected in the coming months.
- Action 43 (**New to Practice Incentive Program**) attracts new family physicians to longitudinal primary care with a new contract rate, a clinical overhead contribution, a one-time signing bonus, and a one-time medical education debt relief grant.

In addition to the investments through the Strategy, physicians in the community of Merritt are eligible for supports under the Rural Practice Subsidiary Agreement, including:

- Fee premiums of up to 12.5% and flat fee including the rural business cost modifier, up to \$18,962 annually under the Rural Retention Program.
- Up to \$15,000 for new physicians under the Recruitment Incentive Fund.
- Up to \$15,000 for relocation fees under the Recruitment Contingency Fund.

Further supports for eligible rural communities include the Northern and Isolation Travel Assistance Outreach Program, which provides funding for approved visiting family physicians and specialists who deliver medical services in eligible rural communities, and Locums for Rural BC which supports rural physicians to take reasonable leave from practices for continuing medical education, vacation, and health needs.

- 3 -

Lastly, Interior Health Authority has been approved for a fully funded Alternative Payment Program service contract for the Nicola Valley Hospital Emergency Department. This will help ensure stable operation of the emergency department by providing physicians with consistent and predictable income for their work at the hospital.

BC and the Ministry of Health remain committed to ongoing efforts to address health care worker shortages in Nicola Valley and provincially, including through the Strategy.

Sincerely,



Adrian Dix
Minister



Merritt Information Item

FLOURISH UNDER THE SUN

To: Cynthia White, Chief Administrative Officer

From: Kevin Natkinniemi, Director of Finance

Date: April 16, 2024

Subject: Baillie House 2024 Q1 Report

This is provided as information, and no resolution is required. Council may make a motion to direct staff to take particular action if they wish.

Background

The Q1 payment will be issued following Council review of the Baillie House 2024 Q1 Report.

Respectfully submitted,

Kevin Natkinniemi
Director of Finance and Human Resources & CFO



Merritt Visitor Information @ Baillie House

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Executive Summary

This report is for the first quarter of 2024. The Merritt Visitor Information at the Baillie House had 2,505 visitors over the 3-month period. This was a 4.0% decrease when compared to the number of visitors in the first quarter of 2023. This decrease was due to the weather, gas prices and the cost of food. BC did not receive the snow fall for tourist that wanted to go skiing or snowmobiling. There was an increase in the number of travelers from BC, Alberta visitors were down, and Europe was up compared over the same period in 2023.

Dates and Hours of Operation

For the months of January, February and March of 2024 the Visitor Information Centre at the Baillie House was open for a total of 390 hours. We were open 5 days/week (Tuesday to Saturday) from 10 am to 4 pm. Even on statutory holidays, the hours that the VIC was open did not change.

Staffing

The Visitor Information Centre was staffed by Debbie Tarzwell, the on-site manager. for 3 days each week, with a part-time employees working every Tuesday and Wednesday. Volunteers were also on site on Tuesdays, Wednesdays, Thursdays, and Fridays for at least half a day.

The Nicola Valley Heritage Society provided man-hours of employment over this 3-month period.

Visitor Statistics

Visitor Stats First Quarter 2024 vs First Quarter 2023						
	January 2024	February 2024	March 2024	First Quarter Total 2024	First Quarter Total 2023	% Difference - / +
Visitor Parties	504	569	751	1,824	2,060	-8.9%
Visitors	660	762	1,342	2,505	2,914	-8.6%
Tour Buses	0	0	0	0	0	

The number of visitors in January decreased by 23.6% while February had a slight decrease of 3.3%. The number of visitors for March decreased by 4.4% when compared to the number of visitors in 2023. As the snow and ice have left our site, the number of visitors has increased. Spring break also saw an increase in visitors to the Baillie property.

The majority of visitors over this 3-month period were from B.C. Visitor Origin was distributed as follows:

B.C.	77%
Alberta	9%
Other Canada	7%
Asia/Australia	2%
U.S.	3%
Europe	2%

The majority of the visitors were only in Merritt for part of a day:

Same day	76%
One night	12%
2 nights or more	12%

The majority of visitors utilized our site facilities:

Site Facilities (washroom, picnic area, etc)	5%
Maps/directions	21%
Attractions	8%
Adventure Recreation	3%
Food/Beverage	3%
Transportation	0%
Shopping	51%
Events	8%
Community Services	0%
Accommodation	1%

For the first quarter of 2024, the trends in each of these categories was relatively stable. More visitors stopped at our site from BC and the rest of Canada when compared to the numbers in the first quarter of 2023. There was a 5 % increase in the number of visitors asking for local maps and about local attractions.

Phone Calls and Emails

For the first quarter of 2024, the staff at the Visitor Centre answered 173 phone calls (up from 104 phone calls in 2023) and 206 emails (up from 94 last year). The numbers of emails and phone calls pertaining to tourism were enquiries about roads, weather (snow), and information packages for the Merritt area which they would like to visit this summer.

Trends in Visitor Traffic

The majority of visitors to our site were from B.C. for the first quarter of 2024. Eleven percent of the visitors were from other provinces in 2024. The number of Canadian travelers from other provinces increased to 17% in 2024. For the first quarter of 2024, there were more European travelers and less American travelers when compared to 2023.



Building, Grounds and Stakeholder Relations

- Grounds have been cleaned up for spring and the trees in the yard have been trimmed. All the grounds work was completed by volunteers.
- Two metal lock boxes have been purchased for the Barn and the maintenance shed door, and motion lights have been put up on the shed and barn after several break-ins.
- We are adding 2 large picnic tables, which Leonard is in the process of making.
- We are limiting our flowers this year because of the water shortage.
- We continue to place posters in our windows to advertise local events.
- The Merritt Visitor Centre has placed an advertisement in the new Merritt guide that is scheduled to be out at the end of April.

Financial Information

The cost to operate was \$20,161.73 (includes wages, heat, light, repairs, internet, phone, etc). This does not include the \$14,000 that the Heritage Society will be receiving from the City for this quarter. The additional funds will see us through the "expensive" period from May to September when we are open every day and have more staff on duty every day.

Looking Ahead to the Next Quarter

During the next quarter, the Nicola Valley Heritage Society will be hiring 2 summer students. They will complete the new Visitor Information Counsellor training course as soon as they begin work. We will continue to answer email and phone queries as they occur.

The future project that the Heritage Society is now raising funds for is to replace/repair wood rot in the window frames of some windows on the Baillie House itself.

The Heritage Society staff and volunteers are looking forward to facing the challenge of continuing to host the Merritt Visitor Centre. We hope to see more visitors stopping at our downtown businesses to shop and eat, visit our Art Centre, Library, Museum and explore Merritt and the Beautiful Nicola Valley.

Nicola Valley Evangelical Free Church

1950 Maxwell Ave., Merritt, BC, V1K 1L9 250-378-9502

April 9, 2024

CITY OF MERRITT
PO BOX 189
MERRITT BC V1K 1B8



Dear CITY OF MERRITT:

Thank you for the Grant in Aid payment of \$500.00.
Your donation towards our youth program is greatly appreciated.

<u>Date</u>	<u>Amount</u>
Mar 31, 2024	\$500.00

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Ritchie", with a long horizontal flourish extending to the right.

Jim Ritchie, Treasurer



Merritt Information Item

FLOURISH UNDER THE SUN

To: Cynthia White, Chief Administrative Officer

From: Marlene Jones, Community Policing Coordinator

Date: April 3, 2024

Subject: CPO Report – March, 2024

This is provided as information, and no resolution is required. Council may make a motion to direct staff to take particular action if they wish.

This report covers the month of March 2024. Our crime prevention focus for each March is fraud prevention. Recently we have seen an increase in reported scams affecting the citizens of Merritt. These are changing all the time and can include some significant financial losses. To bring awareness to this, we have increased our social media posts, shared the information with our Block Watch groups, included massaging on our page within the City of Merritt website and on March 19th, we restarted our monthly prevention messages on Q101.

Community engagement

Attendance was good for our Coffee with a COP event that was held on March 13th. Cst Chursinoff hosted this event alone because I was unavailable.

Prevention Programming

Situation Table – Referrals to the table have increased since last month. Collaboration remains strong with Interior Health playing a leading role in several of the discussions and resulting supports.

Speed Watch – I was able to deploy the speed signs for 9 days within the month of March. These deployments continue to focus on the bench area. Within the areas that we monitored; Reid Avenue stands out for having the highest number of vehicles exceeding the posted speed limits. Cst Chursinoff spent time doing enforcement in these areas as well.

Garage 529 Bike registrations have begun for the season. The app shows that we have registered over 170 bikes through the CPO Office since we began in 2017.

March 30th – I was able to present prevention programming information to the RCMP members at their recent detachment meeting. The programs we discussed included Garage 529, CPTED assessments, Block Watch, the Situation Table, and Crime Stoppers. This presentation was meant to remind the RCMP members that they can call upon the CPO for assistance through the Roadhub system when they see a need.

Youth

March 7th – I attended the after-school program at Diamondvale Elementary School. Cst Chursinoff was planning to attend as well but was called away to assist on a file just prior to the event.

Planning

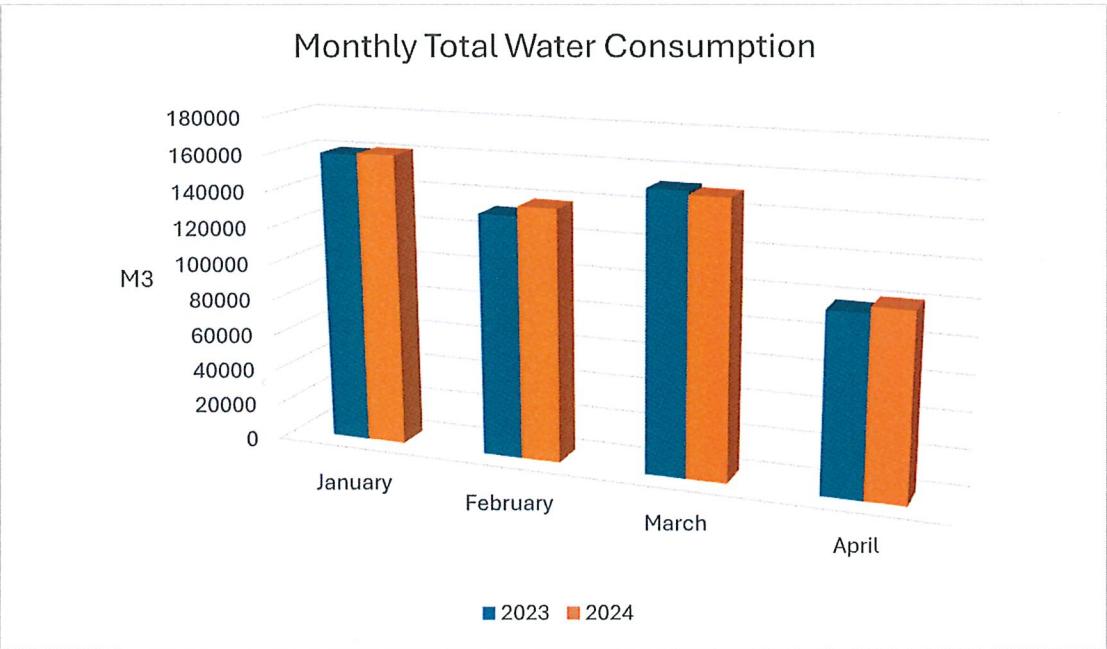
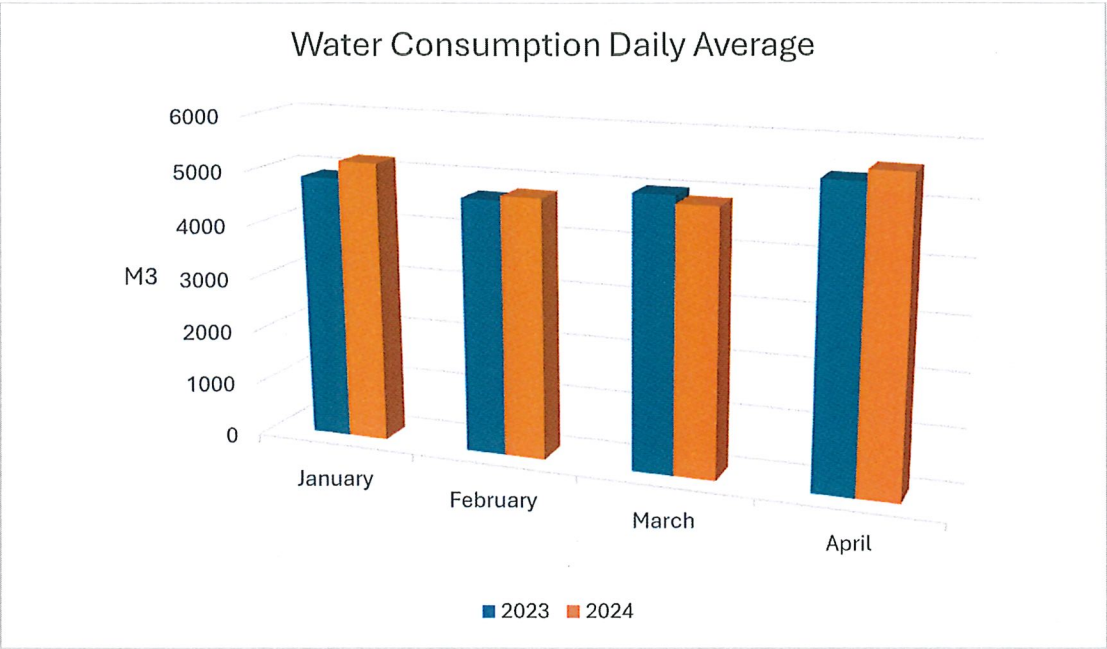
CPO Garden – Considering the strong probability of watering restrictions this summer, I will adjust the CPO garden plans to include primarily vegetables again this summer. We tried this for the first couple of years but changed during the pandemic. Citizens are welcome to take from this area and any surplus will be donated to the foodbank.

Friday markets – I have reached out to the Chamber of Commerce to register for the First Friday Markets that will be starting on May long weekend. Attending these should help us to engage with the community and share prevention information. There has been no response to my request for volunteers, but I will continue to reach out and adjust activities based on what I can do if nobody steps forward.

Respectfully submitted,

Marlene Jones

Community Policing Office Coordinator



Meeting Type	Meeting Date	Agenda Item	Resolution	Result	Action Item Y/N	Action By	Completed Y/N	Actions Taken
Merritt City Council Regular Meeting	1/9/2024	SILGA Resolutions	THAT Council receive the December 20, 2023 report of the Director of Corporate Services for information.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/9/2024	Community Resiliency Investment (CRI) Program 2024 Grant Funding	THAT Council instructs staff to submit the attached grant application for the UBCM: Community Resiliency Investment (CRI) Program, 2024 FireSmart Community Funding and Supports.	Moved, Seconded, CARRIED	Yes	Finance	Yes	Grant application submitted
Merritt City Council Regular Meeting	1/9/2024	Community Resiliency Investment (CRI) Program 2024 Grant Funding	THAT Council commits to providing the overall grant management.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT Council approve the strategy for longer term risk management and the need to build reserves for water and sewer infrastructure using the general parcel tax including:1. Setting a policy that general parcel tax revenues need to be placed in non-statutory reserves as they are collected.2. Staff should update the parcel tax bylaw with a schedule of the following rates: ;202420252026Water5%5%5%Sewer5%5%5%	Moved, Seconded, CARRIED	Yes	Finance	Yes	Bylaw prepared
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT Council approve the recommended changes to the organizational chart and the wages as presented.	DEFEATED	No			
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT all properties currently receiving property tax exemptions as per the Permissive Tax Exemption Bylaw be required to pay the parcel tax, from 2024 onward.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT the budget for financial support for community organizations and events be a total of \$25,000, combining the Grant in Aid program and the Council contingency budgets, and that administration and the Policy Review Committee review the criteria for receiving financial assistance from Council and bring forward a new policy for consideration.	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Policy submitted to Policy Committee for review
Merritt City Council Regular Meeting	1/9/2024	Middlesboro Bridge Freeboard Elevation	THAT Council approve the reduction in the Middlesboro Bridge freeboard design guideline from 1.5m as used by MOTI to the lowest point of the bridge down to 0.8m as recommended by the Engineer of Record.	Moved, Seconded, CARRIED	Yes	ROC	Yes	
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT the resolution be tabled to the January 23, 2024 Regular Council meeting, Closed session. ;	DEFEATED	No			
Merritt City Council Regular Meeting	1/9/2024	Committee of the Whole Report	THAT the item be deferred to a Closed Session at the end of the January 9, 2024 meeting. ;	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/9/2024	SILGA Call for Nominations	THAT Councillor Etchart is put forward to sit on the 2024 SILGA Board.	Moved, Seconded, CARRIED	Yes	Communications	Yes	Biography submitted
Merritt City Council Regular Meeting	1/9/2024	BC Air Access Program (BCAAP) Application	THAT Council direct staff to apply to the BC Air Access Program for funding to support a Merritt Airport Runway Rehabilitation & Overlay and Taxiway Paving project, with costs totaling \$2,355,000 (excluding GST), comprised of a minimum BCAAP funding amount of \$2,000,000 and a maximum municipally funded amount of \$355,000.	Moved, Seconded, CARRIED	Yes	Public Works & Engineering Services	Yes	Application submitted
Merritt City Council Regular Meeting	1/9/2024	BC Air Access Program (BCAAP) Application	AND THAT any project cost overages be paid by the City. ;	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/9/2024	Request for extension of waiving of fees at 1201 McMillan Road	THAT Council extend the expiry date for the waiving of permit application fees as outlined in the January 18, 2023 report entitled "Revisions to Flood Inundation Zone Building Measures Adopted December 7, 2021" of the Director of Planning and Development Services" for the flood affected homes/property owners at 1201 McMillan Road until December 31, 2024.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/23/2024	City of Merritt Audit Planning Report	THAT Council approve the audit plan for the year ended December 31, 2023.	Moved, Seconded, CARRIED	No			

Merritt City Council Regular Meeting	1/23/2024	SILGA Resolutions	THAT Council resolve to forward the following resolution to the 2024 SILGA Convention for consideration:Impact on Local Government from the Decriminalization of Drugs in BC WHEREAS the Province of BC was granted an exemption under the Controlled Drugs and Substances Act for the personal possession of small amounts of certain illegal drugs for a trial period beginning January 31, 2023 until January 31, 2026;WHEREAS communities have seen increased pressure on RCMP and First Responders since the implementation of the decriminalization pilot program;WHEREAS no statistics or reporting dashboard has been provided to support the continuation of the program or demonstrate the decrease in harm associated with decriminalizing the possession of small amounts of illegal substances;THEREFORE be it resolved that UBCM request the Minister of Mental Health and Addictions to create a workable dashboard which reports statistics of the impact decriminalization has had on reducing the harm of criminalization and demonstrates that continuation of the pilot program is of benefit to communities.	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Resolution submitted to SILGA
Merritt City Council Regular Meeting	1/23/2024	Baillie House 2023 Year End Report	THAT Council receive the "2023 Year End Report for the Visitor Information Centre at the Baillie House" for information.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	1/23/2024	Grant In Aid - 2024 Applications	THAT consideration of the Grant in Aid applications be moved to an ad hoc committee which will meet on Friday, January 26, 2024. ;	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Meeting held
Merritt City Council Regular Meeting	2/13/2024	Emergency Broadcast System Usage Policy	THAT Council approve the Emergency Broadcast System Usage Policy.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Appointment of Chief and Deputy Chief Election Officers for the 2024 By-Election	THAT Linda Brick is appointed Chief Election Officer for the City of Merritt for the conduct of the 2024 By-Election; AND THAT Twyla Slonski is appointed Deputy Chief Election Officer for the City of Merritt for the conduct of the 2024 By-Election.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Strata Conversion Application at 2270 Quilchena Ave	THAT Council approve the Strata Conversion Application as attached to the January 24, 2024 report of the Planner entitled Strata Conversion Application at 2270 Quilchena Avenue.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Nicola Valley Women in Action Agreement	THAT Council approve a one year agreement with Nicola Valley Women in Action for \$35,000.	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Agreement signed
Merritt City Council Regular Meeting	2/13/2024	Solid Waste Collection Truck - Updated Cost and MFA Financing	THAT Council authorize staff to proceed with the Solid Waste Collection Truck purchase that was in the 2023 2027 Financial Plan Bylaw and to include the updated cost estimate in the 2024 2028 Financial Plan Bylaw.AndTHAT Council authorize \$439,728.71 to be borrowed, under section 175 of the Community Charter, from the Municipal Finance Authority for the purchase of a Solid Waste Collection Truck.AndTHAT the loan be repaid within 5 years, with no right of renewal.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Resolution Regarding Banking	THAT Council amends the signing authorities for the City of Merritt to the current elected officials (Mayor and Council) and appointed officials (municipal employees) as identified in the Cheque Signing Policy.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Resolution Regarding Banking	THAT Council moves to appoint the Elected Officials and the Appointed Officials to be authorized to sign the Royal Bank of Canada banking documents on behalf of the City of Merritt.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	2024 UBCM Housing Summit	THAT Council approve the attendance of Mayor Goetz at the 2024 UBCM Housing Summit from February 13 14, 2024 in Vancouver, BC;	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Mayor Registered
Merritt City Council Regular Meeting	2/13/2024	2024 UBCM Housing Summit	THAT funds be allocated from the Council Conferences and Seminars account.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	2/13/2024	Emergency Support Services Grant Application 2024	THAT Council support the attached grant application for UBCM: Community Emergency Preparedness Fund - Emergency Support Services	Moved, Seconded, CARRIED	Yes	Finance	Yes	Application submitted
Merritt City Council Regular Meeting	2/13/2024	Emergency Support Services Grant Application 2024	THAT Council commits to providing the overall grant management	Moved, Seconded, CARRIED	No			

Merritt City Council Regular Meeting	2/27/2024	Committee of the Whole Report	THAT Council approve the following Grant in Aid requests for 2024:Friends of the Library \$1,000.00Merritt Country Run Society \$1,000.00Nicola Valley Community Band \$1,000.00Rotary District 5060 - Youth Exchange \$1,000.00Merritt and District Chamber of Commerce \$3,000.00Merritt and District Hospice Society \$1,000.00Merritt Bread Basket Soup Bowl Society \$1,500.00Merritt Country Christmas \$2,000.00Merritt Little Britches Rodeo Club \$1,000.00Merritt Snowmobile Club \$1,000.00Nicola Nordic Ski Club \$750.00Nicola Valley Kennel Club \$1,000.00Nicola Valley Skating Club \$1,000.00Nicola Valley Community Arts Council \$1,000.00Nicola Valley Evangelical Free Church \$500.00Girl Guides of Canada \$660.98Merritt Centennials Hockey Club \$1,000.00Merritt Dance Society \$787.50Merritt Otters Swim Club \$1,000.00Merritt Volleyball Association \$1,000.00Nicola Valley Farmers' Association \$1,100.00Merritt RCMP Cops for Kids \$1,162.00	Moved, Seconded, CARRIED	Yes	Finance	Yes	Funds issued
Merritt City Council Regular Meeting	2/27/2024	Tourism Nicola Valley Agreement	THAT Council direct staff to enter into the Merritt and Nicola Valley Destination Marketing Society (dba Tourism Nicola Valley) Digital Sign Agreement, substantially in the form attached to the February 22, 2024, report of the Director of Corporate Services entitled Tourism Nicola Valley Digital Sign Agreement and,THAT the fee amount be set at \$5,000.00 with a 2%.	Moved, Seconded, CARRIED	Yes	Corporate Services	No	Agreement pending signature
Merritt City Council Regular Meeting	2/27/2024	Compost Facility	THAT Council direct staff to plan the continued operation of the compost facility as a City operation and propose required site improvements in annual budgets, to direct staff to develop a business plan for continued operation which would involve identifying the proper sites, costs of that site as well whether or not ; if there is any revenue that could be generated , and how would that look and how would that be presented to the community.	Moved, Seconded, CARRIED	Yes	Public Works & Engineering Services	No	
Merritt City Council Regular Meeting	2/27/2024	EOC Capacity Building Project 2024	THAT Council support the attached grant application for UBCM: Community Emergency Preparedness Fund EOC Capacity Building; and, ;THAT Council commits to providing the overall grant management.	Moved, Seconded, CARRIED	Yes	Finance	Yes	Application submitted
Merritt City Council Regular Meeting	2/27/2024	Housing Merritt Proposal	THAT Item 9.2 Housing Merritt Proposal be referred to Committee of the Whole Meeting	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Meeting held
Merritt City Council Regular Meeting	3/12/2024	Committee of the Whole Report - Housing Merritt Proposal	THAT Council approve the Housing Merritt Project and the financial plan as presented; and, ;THAT Council approve the Organizational Chart amendment to include a Housing Merritt Project Director.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/12/2024	Notice on Title 1550 Walnut Avenue, Merritt BC	THAT Council direct the Corporate Officer to file a notice in the land title office stating that resolution relating to the parcel legally described as PID: 006-476-104 with a civic address of 1550 Walnut Avenue has been made under Section 57 of the Community Charter and further information about it may be inspected at the municipal hall.	Moved, Seconded, CARRIED	Yes	Corporate Services/ Development Services	Yes	Notice filed
Merritt City Council Regular Meeting	3/12/2024	2024 Nicola Valley Memorial Arena Facility Use Agreement	THAT Council direct staff to enter into the Nicola Valley Memorial Arena Facility Use Agreement substantially in the form attached to the March 7, 2024 report of the Director of Corporate Services entitled 2024 Nicola Valley Memorial Arena Facility Use Agreement;	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	Agreement signed
Merritt City Council Regular Meeting	3/12/2024	2024 Nicola Valley Memorial Arena Facility Use Agreement	AND THAT the Corporate Officer provide notice in accordance with Section 24 of the Community Charter.	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	
Merritt City Council Regular Meeting	4/9/2024	Claybanks RV Park	THAT Council direct staff to plan for Claybanks RV Park to open in the Spring (April 1st) of 2025.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	4/9/2024	Central Park Concession Operating Agreement	THAT Council direct staff to enter into the Central Park Concession Operating Agreement with Micheal Begg (Curbside Cookhouse), substantially in the form attached to the April 4, 2024 report of the Director of Community Services entitled Central Park Concession Operating Agreement, ; as amended.	Moved, Seconded, CARRIED	Yes	Corporate Services	No	To be signed April 26
Merritt City Council Regular Meeting	4/9/2024	Central Park Concession Operating Agreement	AND THAT the Corporate Officer provide notice in accordance with Section 24 of the Community Charter.	Moved, Seconded, CARRIED	Yes	Corporate Services	Yes	
Merritt City Council Regular Meeting	4/9/2024	Central Park Concession Operating Agreement	THAT the lease be amended to set the rental rate at \$600 for the months of October, November, and December 2024, and January 2025.	Moved, Seconded, CARRIED	No			

Merritt City Council Regular Meeting	4/9/2024	Contract for Land Purchase	THAT Council direct administration to complete the agreement to purchase PID 023-571-250 being Lot A District Lot 121 Kamloops Division Yale District Plan KAP57842 Except Plans KAP58641, KAP63309, KAP79511, KAP81734, KAP83340 and KAP92850 and PID 028-905-458 being Lot 2 District Lot 121 Kamloops Division Yale District Plan KAP92850 (Lot 2) collectively referred to as the Property.	Moved, Seconded, CARRIED	Yes	Development Services	Yes	
Merritt City Council Regular Meeting	4/9/2024	Council Policy Review Committee Recommendations from March 21, 2024	THAT Council adopt the amended Code of Conduct for Council and Committee Members Policy as attached to this report; ;THAT Council adopt the amended Community Grant in Aid Policy as attached to this report, as amended;	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	4/9/2024	Council Policy Review Committee Recommendations from March 21, 2024	THAT Council adopt the amended Permissive Tax Exemption Policy as attached to this report;	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	4/9/2024	Council Policy Review Committee Recommendations from March 21, 2024	THAT Council adopt the Honorarium Policy as attached to this report, as amended.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	C-EPA North Additional Diking	THAT Council approves the increase in diking length for C-EPA North, and directs the additional funds to be used from the Provincial Recovery fund interest revenue;ANDTHAT Council directs staff to file for a DFO permit for this project, including the required letter of credit for the offsetting works and monitoring of the offsetting project.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	Local Government Development Approvals Program Grant Application	THAT Council direct staff to apply to the Local Government Development Approvals Program for funding up to \$150,000; andTHAT any cost overages be paid by the City of Merritt.	Moved, Seconded, CARRIED	Yes	Finance	Yes	Application submitted
Merritt City Council Regular Meeting	3/26/2024	Disaster Risk Reduction - Climate Adaptation Grant Application	THAT Council direct staff to apply for the Disaster Risk Reduction Climate Adaptation grant under Category 3 (Small Scale Structural Activities): \$5 million for the Kengard well as premised in the 2024 2028 Financial Plan.	Moved, Seconded, CARRIED	Yes	Finance	Yes	Application submitted
Merritt City Council Regular Meeting	3/26/2024	Disaster Risk Reduction - Climate Adaptation Grant Application	THAT Council commits to funding costs above \$5M from the water infrastructure reserve and gas tax reserve as per the 2024 2028 Financial Plan.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	Creation of City Infrastructure Reserve and Administration Fee	THAT Council direct staff to create a City of Merritt Infrastructure Reserve to be funded with interest revenue from prepaid grants as follows: \$351,341 from funds received in 2023 for the Middlesboro Bridge, \$37,417 from funds received for diking in 2023, and \$151,735 from Treasury Board funds;	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	Creation of City Infrastructure Reserve and Administration Fee	THAT Council instruct staff to charge an administration fee to ROC operations of \$92,118 for 2023 and \$96,724 for 2024 for services provided to recovery operations and paid out of the general fund, which is funded by municipal taxation levies.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	Middlesboro Bridge Phase 2B Contract Award	THAT Council approves the award of the \$12,545,974.43 Phase 2B contract to Emil Anderson Construction for the construction of the replacement Middlesboro bridge.	Moved, Seconded, CARRIED	No			
Merritt City Council Regular Meeting	3/26/2024	Provision of First Responder Services by Merritt Fire Rescue Department	THAT Council direct staff to send an invoice to the province to recover expenses, including staff costs, related to providing an elevated level of emergency medical services; ;	Moved, Seconded, CARRIED	Yes	Finance	Yes	
Merritt City Council Regular Meeting	3/26/2024	Provision of First Responder Services by Merritt Fire Rescue Department	THAT Council direct staff to engage the provincial government in reviewing and updating the service agreement and to include a fee for service to be paid by the provincial government.	Moved, Seconded, CARRIED	Yes	CAO	No	In progress