

TOWN OF NIVERVILLE

Minutes of the regular meeting of the Niverville Town Council held on December 2, 2014 at 7:00 p.m. In attendance were Mayor Myron Dyck, Deputy Mayor John Funk, Councillors John Falk, Kevin Stott and Chris Wiebe.

Res#353-14 J. Falk – J. Funk
In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act, that Council meet as committee of the whole in camera.
“Carried”

Res#354-14 J. Funk – K. Stott
Resume BE IT RESOLVED that the meeting of the committee of the whole be adjourned; AND BE IT FURTHER RESOLVED that Council, while in committee of the whole, discussed legal and other matters that are in its preliminary stages and respecting which long terms plans for the development of the community.
“Carried”

Mayor Myron Dyck on behalf of Town Council and Helen Sparrow on behalf of the Niverville Chamber of Commerce were pleased to award the Volunteer Appreciation Award for the month of December to George and Mary Klassen. The Klassens have spent many years volunteering their time at the MCC Thrift Store.

Res#355-14 C. Wiebe – K. Stott
Agenda BE IT RESOLVED that the agenda be approved as presented.
“Carried”

Res#356-14 C. Wiebe – J. Falk
Minutes BE IT RESOLVED that the minutes of the regular Council meeting held on November 18, 2014 are approved as presented.
“Carried”

Claude Leonard of #40 1st Street S. made a presentation to Council regarding a proposal to install a wind turbine on the roof of his house. As the Town of Niverville Zoning By-law 663-08 does not speak to this specific accessory use, the matter was tabled to provide opportunity for further research.

Res#357-14 C. Wiebe – J. Falk
Subdivision WHEREAS Henry and Dorothy (Marie) Dueck have made an application to subdivide Lot 1, Block 5, Plan 19956, civically known as 136 4th Avenue S., in order to create one additional lot;
THEREFORE BE IT RESOLVED that Council approves the subdivision application to create one additional lot from Lot 1, Block 5, Plan 19956, civically known as 136 4th Avenue S., subject to the following conditions:
1) That the applicant obtains a Building Location Certificate prepared by a Manitoba Land Surveyor, illustrating all buildings and/or structures in relation to the proposed property lines;
2) That the applicant obtains any necessary variations required as a result of the Building Location Certificate;
3) That the applicant obtains any necessary variations related to the proposed new lot; and
4) That the Sewage Lagoon connection fee in the amount of \$1,398.22 and Capital Development fee in the amount of \$2,000.00 for the proposed new lot

be paid to the Town, with payment to be received by the Town prior to a Certificate of Approval being issued by the Province.

“Carried”

Council concurred to table the decision to accept a rezoning application from Heritage Lane Builders for #6 and #12 2nd Street S. until Council has had a chance to review this at the Committee level.

Res#358-14 J. Falk – C. Wiebe

C5-14 WHEREAS Hanover School Division has applied for Conditional Use permit C5-14 to allow for a five classroom expansion to the west side of the Niverville Elementary School located at 181 Main Street;

AND WHEREAS the Conditional Use application was duly advertised and a public hearing was held on November 18, 2014;

AND WHEREAS Council has identified concerns including on-site parking for staff, hard surfacing of the parking lot, amount of green space per student, access/egress points for students, loading/unloading zone for busses, designated handicap parking spaces, and landscaping requirements;

AND WHEREAS the Town, as a condition of approving the requested Conditional Use Permit, deems it necessary to enter into a Development Agreement with the Division in accordance with Sections 106(2) and 150 of The Planning Act, C.C.S.M., P80 governing the construction of the School Development on the Division Lands;

THEREFORE BE IT RESOLVED that Council approves Conditional Use permit C5-14, an application from Hanover School Division to allow for a five classroom expansion of the Niverville Elementary School, 181 Main Street, subject to the terms and conditions as outlined in the Development Agreement attached hereto as Schedule “A”.

“Carried”

Res#359-14 C. Wiebe – K. Stott

V11-14 WHEREAS Hanover School Division has applied for Variation order V11-14, an application to reduce the front yard setback from 30 feet to 15.5 feet to allow alignment of the proposed classroom addition to the existing Niverville Elementary School at 181 Main Street;

AND WHEREAS a public hearing was held on November 18, 2014 and there was no opposition brought forward to the proposal;

THEREFORE BE IT RESOLVED that Council approves Variation V11-14, an application to reduce the front yard setback from 30 feet to 15.5 feet to allow alignment of the proposed classroom addition to the existing Niverville Elementary School at 181 Main Street, be approved as presented.

“Carried”

Res#360-14 J. Funk – J. Falk

Letter of Support WHEREAS wastewater treatment upgrades required by federal regulations will be unaffordable for many municipalities across Canada;

AND WHEREAS the Federation of Canadian Municipalities is asking for support in lobbying the federal government for a long-term dedicated federal fund to assist municipalities with the cost of these upgrades;

THEREFORE BE IT RESOLVED that the Town of Niverville will submit a letter to the Minister of Infrastructure, Communities and Intergovernmental Affairs indicating the Town’s support for a new long-term dedicated federal fund matched by local and provincial governments to assist communities with the capital cost of rebuilding their wastewater systems.

“Carried”

Res#361-14 J. Falk – C. Wiebe
Planning Session BE IT RESOLVED that Council agrees to hold their planning session on January 16 & 17 and February 20 & 21, 2015 at the Clarion Inn in Winnipeg;
AND BE IT FURTHER RESOLVED that Council will host a retirement dinner for former Councillor Angela Janz on January 17, 2015.

“Carried”

Council concurred that invitations be sent to neighboring municipalities to meet informally to discuss various matters of mutual interest.

Res#362-14 K. Stott – C. Wiebe
Authorize BE IT RESOLVED that Council’s appointed board member and the alternate delegate are authorized to attend the Community Futures Triple R Corporation’s annual networking luncheon on Wednesday, December 17, 2014 in Morris.

“Carried”

Res#363-14 J. Funk – J. Falk
Authorize BE IT RESOLVED that members of Council are authorized to attend the City of Steinbach Christmas Luncheon on December 4, 2014 in Steinbach.

“Carried”

Res#364-14 J. Funk – J. Falk
Accounts BE IT RESOLVED that cheques nos. 31536 to 31603 in the amount of \$124,794.97 are hereby approved for payment.

“Carried”

Res#365-14 C. Wiebe – J. Falk
3rd Reading BE IT RESOLVED that By-law 743-14, being a by-law to regulate the proceedings and conduct of the Council and the committees thereof, be given third reading and passed.

“Carried”

In Favor: M. Dyck, J. Funk, J. Falk, K. Stott, C. Wiebe

Res#366-14 C. Wiebe – J. Funk
3rd Reading BE IT RESOLVED that By-law 744-14, being a by-law to govern the organization of the Town of Niverville and the committees thereof, be given third reading and passed.

“Carried”

In Favor: M. Dyck, J. Funk, J. Falk, K. Stott, C. Wiebe

Res#367-14 J. Funk – C. Wiebe
Highlands Village Park WHEREAS Council supports the development of a community park in the Highlands as per the design prepared by Smith Carter Architects;
AND WHEREAS Council supports an application for a Community Places grant for the Highlands Village park in the amount of \$45,914.18;
THEREFORE BE IT RESOLVED that Council hereby approves the Town submitting an application for funding for the Highlands Village Park project estimated at \$45,914.18, under the terms and conditions of the Manitoba Community Places Grant with provincial contribution estimated at \$17,804.73, and the Town to designate the balance of the required funding in its 2015 Capital Budget.

“Carried”

Res#368-14 K. Stott – J. Funk
BL 745-14 BE IT RESOLVED that the Town proceed with a single water rate proposal for
1st Reading 2015 as prepared by the consultant;
AND BE IT FURTHER RESOLVED that By-law No. 745-14, being a by-law to
establish revised water rates for the Niverville public water utility, be given first
reading and forwarded to the Manitoba Public Utilities Board for review.
“Carried”

Council concurred to the following:

- 1) That Deputy Mayor John Funk and Councillor Chris Wiebe would arrange to meet with the Greenwood Condo Board to discuss parking concerns on Lilac Place; and
- 2) That while Council has some concerns regarding fireworks being set off in residential zones, the request for permission by the Heritage Centre for a permit to release fireworks should be approved as per policy, and this matter should be reviewed with the idea of developing a policy dealing with notification of residents and perhaps restricting fireworks to specific locations within the community.

Res#369-14 C. Wiebe – J. Funk
In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act,
that Council meet as committee of the whole in camera.
“Carried”

Res#370-14 J. Falk – J. Funk
Resume BE IT RESOLVED that the meeting of the committee of the whole be adjourned;
AND BE IT FURTHER RESOLVED that Council, while in committee of the
whole discussed matters that are in its preliminary stages and respecting which
long terms plans for the development of the community.
“Carried”

Res#371-14 C. Wiebe – J. Falk
Adjourn BE IT RESOLVED that the meeting be adjourned. (10:30 p.m.)
“Carried”

Mayor

CAO

SCHEDULE A

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE as of the day of , 2014.

BETWEEN:

THE TOWN OF NIVERVILLE
BOX 267, Niverville, Manitoba, R0A 1E0
(hereinafter called the "Town"),

OF THE FIRST PART,

- and -

THE HANOVER SCHOOL DIVISION No. 15
5 Chrysler Gate, Steinbach, MB, R5G 0E2
(hereinafter called the "Division"),

OF THE SECOND PART.

WHEREAS the Division is the registered owner of all that land legally described as follows:

Lot 1, Block 10, Plan 19955 WLTO in SW ¼ 31-7-4 EPM
(the "Division Lands");

AND WHEREAS the Division has made an application to the Town to construct an addition to an existing school consisting of approximately 5 classrooms (the "School Development") on the Division Lands as shown on Schedule "A" attached hereto;

AND WHEREAS the Division has made application to the Town in accordance with Niverville Zoning By-law No. 663-08, as amended, for a Conditional Use Permit for the construction of the School Development;

AND WHEREAS the Town, as a condition of approving the requested Conditional Use Permit, deems it necessary to enter into a Development Agreement with the Division in accordance with Sections 106(2) and 150 of The Planning Act, C.C.S.M., P80 governing the construction of the School Development on the Division Lands;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Preamble shall form part of this Agreement.
2. The Town hereby agrees to permit construction of the School Development on the Division Lands prior to January 1, 2015, or such later date as the parties hereto may agree to in writing, subject to the Division first complying with all of the following conditions:
 - i. Off Site Reserved Parking Spaces – The Division agrees:
 - a. to enter into a Parking Provision Agreement satisfactory to the Town with Maranatha Good News Centre Inc., on lands legally described as Lots 9/10, Block 11, Plan 19955 WLTO in SW ¼ 31-7-4 EPM (the "Church Lands") for the exclusive reserved use of ten (10) parking spaces during the school season (other than weekends) which will be assigned to specific Division staff. The Division will use its best efforts to ensure no teachers and other staff park on Main Street in the Town. This Agreement must remain in place for as long as a school is located on the Division Lands. The Town must be party to the Parking Provision Agreement to ensure continued compliance of the Church Lands with the parking provisions of the Town's Zoning By-law and the Conditional Use Permit. Said Agreement shall be registered by the Division by way of caveat on

behalf of both itself and the Town against the Church Lands in the Winnipeg Land Titles Office at the Division's cost.

- b. To designate handicap parking spaces as per Town Zoning By-law No. 663-08.
- ii. **Parking Lot Paving:** The Division shall at its own cost and expense and by on or before the 31st day of August, 2016, or such other date as may be agreed upon in writing by the Town, asphalt the north parking lot on the Division Lands at its own cost and to the written satisfaction of the Town Engineer. The design of the parking lot, including the area for unloading of students by both parents and Division buses, must be first approved in writing by the Town Engineer, acting reasonably, prior to placement of asphalt.
- iii. **Land Drainage:** A land drainage system is to be installed by the Division, at no expense to the Town by on or before the 31st day of August, 2016, or such other date as may be agreed upon in writing by the Town, and first approved in writing by the Town Engineer, on the Division Lands to convey surface drainage and sump pump water from Division Lands to the existing Town land drainage systems.
- iv. **Landscaping:** The Division agrees that it shall, at its own cost by on or before the 31st day of August, 2016, or such other date as the Town may agree to in writing, landscape the Division Lands and adjacent lands as follows:
 - a. Install new fencing around the Division Lands, design and appearance of the fence to be approved in writing by the Town, acting reasonably, with the fence located along the south boundary of the Division Lands being having a more attractive ornamental appearance.
 - b. Plant on Public Road Allowance adjacent to the Division Lands along 3rd Avenue North and First Street North, under the direction of the Town's Operations Manager at least 20 Discovery Elm trees (minimum 4 feet high) to industry standards. The Town agrees to assume responsibility for subsequent watering and maintenance of the trees once planted to the satisfaction of the Town's Operations Manager.
 - c. Due to loss of green space on Division Lands for students due to the School Development, to construct an interactive natural play structure equal to one-tenth of the value of the School Development on the Division Lands and to the written satisfaction of the Town Engineer.
- v. **Access Location –** The Town and Division agree, unless otherwise mutually agreed to in writing, that to ensure students have a safe pedestrian route to the Division Lands that only two access/egress locations will be permitted in the fence as described in paragraph (iv)(a) hereof to the Division Lands, with access locations being first approved in writing by the Town, acting reasonably, prior to construction of the fence.
- vi. **Pedestrian Crosswalk –** The Town and the Division agree that the current location of the controlled pedestrian crosswalk on Main Street at 4th Avenue is endangering the safety of students and that both parties will mutually work towards:
 - a. Establishing a joint representative committee to prepare a study to ascertain the best location to locate a pedestrian crosswalk on Main Street, including a cost estimate for proposed improvements, if any; and to
 - b. Equally share any costs incurred in the preparation of the study.
- vii. **Tidiness:** Until the School Development has been completed within the Division Lands, the Division shall maintain at all times, at its own expense, all such areas not completed in a presentable manner so that they will not be unsightly. Such maintenance shall include leveling the undeveloped areas to the grade of the surrounding area, the cutting of grass and weeds thereon, and providing proper drainage for any water that may accumulate so as to ensure public safety and maintenance of the undeveloped area, and in a manner not offensive to the public view.

- viii. Street Cleaning and Access: Until the School Development has been completed including the landscaping thereof, the Division shall be responsible for removing immediately all soil and waste materials from 1st Street North, 3rd Avenue North, Main Street and/or and other streets impacted that may accumulate thereon as a result of construction vehicles traveling to and from the Division Lands. The Division agrees that all construction access to and from the School Development shall be by way of 3rd Avenue North and 1st Street North. In the event that soil and waste materials are not removed from the streets, the Town shall provide written notice for the work to be completed within four (4) hours and if that does not occur, the Town will complete the cleanup and costs shall be paid by the Division forthwith upon written demand by the Town.
 - ix. Miscellaneous Costs: The Division shall pay all survey costs, all engineering costs, advertising costs, and expenses incidental to the preparation of this Agreement and the physical development of the School Development, all legal costs incidental to the preparation of this Agreement and amendments thereto incurred by the Division and/or the Town forthwith after written demand by the Town.
 - x. Garbage Bins/Recycling Bins: The Division or the successor in title of School Development shall be responsible at their cost for providing garbage pickup at a location or locations acceptable to the Town in writing. The Division or the successor in title agree to maintain on the Division Lands at its cost, a sufficient number of garbage and recycling bins to serve the classrooms within the School Development.
 - xi. Town Potable Water: The provision of Town potable water shall be if and when provided, as per written Agreement, which shall be negotiated later by the two parties. The Division agrees that it will, however, hook up to the Town water system when that system serves the Division Lands.
3. Survey Monuments: Following completion of all major works on the Division Lands, the Town will require the Division to have the location of the survey monuments within the Division Lands verified by a licenced Manitoba Land Surveyor at the Division's cost, and in cases where the survey monuments have been disturbed, moved, covered or mutilated in any way, or destroyed, the Division shall cause the monuments to be replaced at its expense by a licensed Manitoba Land Surveyor or the cost of the Survey will be added to the property taxes of the Division Land. In all cases the Manitoba Land Surveyor shall provide the Town with a certificate that all survey monuments within the Developer Lands are in place.
4. The Builders' Liens Act:
 - a. The Division shall, and does hereby agree to, indemnify and save the Town harmless from and against all losses, claims, costs (including court costs), expenses and professional fees paid or incurred by the Town arising out of or related to any duty or obligation imposed on the Town by *The Builders' Lien Act*, in respect of any Work carried out by or on behalf of the Division pursuant to this Agreement, or any Work carried out by or on behalf of the Division within the Division Lands. It is further understood and agreed between the parties hereto that the Division shall indemnify and save harmless the Town from all claims, demands, or proceedings relating to any claim under *The Builders' Liens Act* or any statute or regulation of the Province of Manitoba for labour, material, services, wages, or Work relating to the construction and installation of the municipal services herein.
5. The Division agrees that the Town may file this Agreement, at the Division's cost, by way of Caveat against the Division Lands.
6. In the event that the Division defaults in any obligations herein, then the Town may, after 30 days written notice to the Division, remedy the default and all costs incurred can be collected by:
 - a. Collect the balance of the costs as a debt due to the Town, or
 - b. The Town may, in its own discretion, add costs incurred to the real property taxes for the Division Lands.

7. To the extent that the burden of all rights, grants, covenants and agreements may run with the Division Lands, each party hereto covenants and agrees with the other that the right hereby granted shall endure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, successors in title and the owners and occupiers for the time being of the Division Lands or any portion thereof.

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

THE TOWN OF NIVERVILLE

THE HANOVER SCHOOL DIVISION NO. 15

Per: _____
Mayor

Per: _____

Per: _____
CAO

Per: _____