

TOWN OF NIVERVILLE

Minutes of the regular meeting of the Niverville Town Council held on December 16, 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#372-14 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#373-14 J. Falk – 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 preliminary stages and respecting which long terms plans for the development of the community.
“Carried”
- Res#374-14 C. Wiebe – J. Falk
Agenda BE IT RESOLVED that the agenda be approved as presented.
“Carried”
- Res#375-14 K. Stott – J. Funk
Minutes BE IT RESOLVED that the minutes of the regular Council meeting held on December 2, 2014 are approved as presented.
“Carried”
- Res#376-14 J. Falk – J. Funk
Zoning BL WHEREAS a request was received from a resident to install a wind turbine on the
Amendment roof of a home in a R2 Two Family Residential zone;
AND WHEREAS the Town of Niverville Zoning By-law 663-08 does not address this specific accessory use;
AND WHEREAS in consultation with the Planning Branch, a recommendation was brought forward that Council consider an amendment to Zoning By-law 663-08 to address the regulation of wind turbines as a conditional use;
THEREFORE BE IT RESOLVED that the Council concurs that By-law 663-08 be amended to address the regulation wind turbines as a conditional accessory use in R1 and R2 residential zones.
“Carried”
- Res#377-14 C. Wiebe – J. Falk
Highlands WHEREAS Council supports the development of a community park in the
Village Park Highlands as per the design prepared by Smith Carter Architects;
AND WHEREAS an earlier 2015 Community Places grant application requires amendment to include landscaping services;
AND WHEREAS Council supports an amended application for a Community Places grant for the Highlands Village park in the amount of \$90,168.18;
THEREFORE BE IT RESOLVED that Council hereby approves the Town submitting an amended application for funding for the Highlands Village Park project estimated at \$90,168.18, under the terms and conditions of the Manitoba Community Places Grant with provincial contribution estimated at \$32,556.06, and the Town to designate the balance of the required funding in its 2015 Capital Budget.
“Carried”

Res#378-14 J. Funk – K. Stott
Curling Rates BE IT RESOLVED that the 2015 Curling Club rental rates be set at \$500 per week for three nights of curling enjoyment plus GST as per Schedule “A”.
“Carried”

Res#379-14 J. Falk – C. Wiebe
RCMP WHEREAS quarterly regular policing activity written reports to Council are provided by the RCMP;
AND WHEREAS Council is of the opinion that meetings with senior RCMP officer twice a year are adequate to address specific policing issues and that upon request special meetings may be held;
THEREFORE BE IT RESOLVED that the number of meetings per annum with senior RCMP reporting staff be reduced from 4 to 2 per annum, with the understanding that special meetings can be arranged upon request.
“Carried”

Res#380-14 C. Wiebe – K. Stott
Fireworks WHEREAS the Town’s Fireworks By-law 651-07 has been reviewed by Council and the regulations are deemed to be satisfactory and in keeping with the community’s aspirations;
THEREFORE BE IT RESOLVED that the fireworks regulations as set out in By-law 651-07 continue to serve as the Town’s policy for regulating fireworks within the Town.
“Carried”

Res#381-14 J. Funk – C. Wiebe
Waste WHEREAS the Ritchot (Mid Canada) waste collection site will be closed to
Transfer Niverville residents effective January 1, 2015;
Site AND WHEREAS Bristol Hauling (Sixth Avenue North) has agreed to provide a Waste Transfer Station for Niverville residents who have additional household waste that they would like to personally remove;
AND WHEREAS the Town of Niverville has received approval to have a Waste Transfer site in the Niverville Business Park for land which is currently in the RM of Hanover but under consideration for annexation to the Town;
THEREFORE BE IT RESOLVED that effective January 1, 2015, a Waste Transfer site be located at Bristol Hauling site, approximately one kilometer north on Sixth Avenue North, to serve Niverville residents on Saturdays, from 8:00 a.m. to 12 noon, with fees for disposal to be advertised both on site and online at www.whereyoubelong.ca.
AND BE IT FURTHER RESOLVED that Council will monitor the demand for the Waste Transfer service and monitor its service requirements.
“Carried”

Res#382-14 C. Wiebe – J. Funk
Waste BE IT RESOLVED that Council commence further research to consider whether
Collection Niverville should consider implementing an automatic waste collection bin system with a per unit capacity of approximately 50 gallons.
“Carried”

Res#383-14 K. Stott – J. Falk
Compost BE IT RESOLVED that the current compost site located on Arena road behind the Curling Rink be maintained for 2015, with consideration to move it to another location in 2016.

“Carried”

Res#384-14 J. Falk – C. Wiebe
Speed Bumps WHEREAS from time to time residents request the installation of speed bumps to reduce the speed of traffic in a residential zone;
AND WHEREAS speed bumps are deemed an effective tool strongly supported by residents to manage traffic flow;
THEREFORE BE IT RESOLVED that Council consider adopting a policy for the installation of both speed bumps and humps to manage speed limits within the community with the policy to define locations for consideration and petition requirements from residents for Council’s consideration for implementation.

“Carried”

Res#385-14 K. Stott – C. Wiebe
Authorize BE IT RESOLVED that Council authorizes a one day honorarium for Councillor Falk for his work in preparing for the Niverville Council Business Form held on December 9, 2014.

“Carried”

Res#386-14 J. Falk – J. Funk
Accounts BE IT RESOLVED that cheques nos. 31604 to 31688 in the amount of \$363,157.46 are hereby approved for payment.

“Carried”

Res#387-14 K. Stott – J. Funk
BL 746-14 WHEREAS in 2012 Lots 1 and 2, Plan 52450 (civically known as 6 & 12 2nd
1st Reading Street S.) were rezoned from “R1” (Single Family Residential Zone) to “R3” (Multiple Family Residential Zone) subject to a specific Development Agreement setting out terms and conditions for the proposed building;
AND WHEREAS the Developer has since determined that the original Development Agreement is not in keeping with the current community residential requirements and is requesting that the Development Agreement be deleted;
AND WHEREAS to respect and ensure the integrity of the planning process, Town Council is required to repeal the zoning change and enact a new bylaw as a two-step process, with By-laws 746-14 and 747-14 being those two steps;
AND WHEREAS By-law 746-14 will nullify the current R3 zoning designation and the associated Development Agreement by changing the zoning designation back to R1, and By-law 747-14 will then provide opportunity to rezone the property back to R3 without a Development Agreement attached thereto;
AND WHEREAS citizens will once again have the opportunity to review and express concerns, if any, regarding the Developer’s building proposal and appeal the matter to the Manitoba Municipal Board in accordance with the Planning Act;
THEREFORE BE IT RESOLVED By-law 746-14, a by-law to amend By-law 663-08, is given first reading.

“Carried”

Res#388-14 J. Falk – C. Wiebe
BL 747-14 WHEREAS in 2012 Lots 1 and 2, Plan 52450 (civically known as 6 & 12 2nd
1st Reading Street S.) were rezoned from “R1” (Single Family Residential Zone) to “R3” (Multiple Family Residential Zone) subject to a specific Development Agreement setting out terms and conditions for the proposed building;

AND WHEREAS the Developer has since determined that the original Development Agreement is not in keeping with the current community residential requirements and is requesting that the Development Agreement be deleted; AND WHEREAS to respect and ensure the integrity of the planning process, Town Council is required to repeal the zoning change and enact a new bylaw as a two-step process, with By-laws 746-14 and 747-14 being those two steps; AND WHEREAS By-law 746-14 will nullify the current R3 zoning designation and the associated Development Agreement by changing the zoning designation back to R1, and By-law 747-14 will then provide opportunity to rezone the property back to R3 without a Development Agreement attached thereto; AND WHEREAS citizens will once again have the opportunity to review and express concerns, if any, regarding the Developer's building proposal and appeal the matter to the Manitoba Municipal Board in accordance with the Planning Act; THEREFORE BE IT RESOLVED By-law 747-14, a by-law to amend By-law 663-08, is given first reading.

“Carried”

Res#389-14 J. Falk – C. Wiebe
Gift Policy BE IT RESOLVED that Council approves the policy of Christmas Gifts for Service Providers as attached hereto as Schedule “B”.

“Carried”

Res#390-14 K. Stott – C. Wiebe
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#391-14 J. Funk – C. Wiebe
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#392-14 K. Stott – J. Funk
Adjourn BE IT RESOLVED that the meeting be adjourned. (9:55 p.m.)

“Carried”

Mayor

CAO

SCHEDULE A
TOWN OF NIVERVILLE
RENTAL/OPERATION AGREEMENT

This Agreement made in duplicate as of _____ the day of _____, 2014

BETWEEN

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

AND

NIVERVILLE CURLING CLUB,
Box 126, Niverville,
Manitoba, R0A 1E0,
(hereafter referred to as "NCC")

Facility Location - The Agreement pertains to the Niverville Curling Rink (the "Rink") a facility owned and operated by the Town, located at 115 Arena Road, Niverville.

Terms - The Town will make available to rent to NCC the Rink during the period from January 1, 2015 through February 28, 2015 (the "Season"). Rental of the Rink, subject to playing surface ice conditions will be reserved for NCC:

- i. Each Tuesday through Thursday evenings during the Season.

In the event NCC requests rental of the Rink for additional NCC authorized functions, provided seven (7) days prior written notice is given to the Town (notification defined as an email to Community Service director or her designate), the Town will endeavor to provide priority to the NCC curling program at the Rink. NCC agrees to provide the Town by 12 noon on day it occurs, notice of any scheduled program cancellations.

1. Rental Fees and Conditions: Assuming natural ice is available for the Season, a weekly (defined as Tuesday through Thursday evenings) rate of \$500.00 plus GST will be paid by NCC to the Town for each week NCC reserves for its curling program. In the event that the Town decides due to natural causes that Rink ice is not available on any given week day within a reserved week, a proportionate weekly rate reduction will be provided. The Town will consult with NCC in its determination in whether the ice is playable.

Additional charges will apply as follows:

- a. Each weekend bonspiel or playoffs - \$ 500.00 plus GST
- b. Each week of rink ice rented after February 28, 2015 - \$ 500.00 plus GST
- c. Each day the rink ice is rented - \$200.00 plus GST

Monthly invoices will be provided to NCC by the Town, due and payable 14 days following date of mailing.

2. NCC program includes youth curling in partnership with CS Department. Youth curlers shall pay the Town a \$40.00 membership fee prior to the beginning of the Season and curl during regular weekly NCC reserved time slots on Tuesdays and Thursdays beginning at 5:30 p.m. NCC volunteers organize and run the program and there is no rental fee for NCC for youth curling program.
3. NCC to complete all conditions as described in Schedule "A" as attached hereto.
4. Repair cost incurred by the Town for damages to facility and/or equipment being rented by NCC at the Rink other than that considered by the Town as a result of normal use will be the responsibility of NCC.
5. Town will provide code numbers to NCC for electronic touch pad access to the Rink facility.

6. NCC social events and additional curling events held at the Curling Rink, other than one seasonal windup event and executive meetings, will be charged standard Town rental charges for the Rink and must be arranged through Community Services.
7. The Town of Niverville will not be held liable for loss due to theft or damage to equipment brought to the rental site. The User is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement (i.e. preparation, clean-up, maintenance, replacement, repairs). If the User fails or neglects to remove all equipment, displays, goods and belongings of the User from the Facility on or before the termination of this Agreement, the Town may remove and store them at the expense of the User without liability for any loss or damage.
8. The consumption of liquor within the facility and on the premises is not permitted without the prior written consent of the Town. If approval is granted, an Occasional Permit must be obtained pursuant to the Manitoba Liquor and Gaming Control Act (LGCA). The Town reserves the right to cancel any event if it is felt that any part(s) of this agreement is broken or that the licensee is not complying with the LGCA, the regulations under that Act, as well as the policies of the Liquor and Gaming Authority (LGA). If an event is cancelled for any of these reasons, NO refund will be given.
9. The Town shall have the right at any time to eject from the Facility or premises or refuse admittance to any person who, in the opinion of an employee of the Town having the responsibility for the supervision of the Facility, is creating a disturbance or behaving in an objectionable or unacceptable manner.
10. No nails, tacks, tape or screws are to be used during decorating. This facility allows ONLY Fun Tack as a tool for hanging decorations on walls. If the walls or floors are damaged as a result of any decorating methods, there will be a damage fee assessed to the User. All decorations must be removed by the User after the function. Should Town staff be required to remove decorations following a rental, additional charges will be assessed to the User.
11. The Town is not liable for injury to persons or property – every person using or attending at the rented facility or any part of it does so at his/her own risk.
12. The User agrees and covenants as follows:
 - a. To protect and indemnify the Town:
 - i. in respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Facility or premises;
 - ii. from all or any loss or damage to the Facility or to any property of the Town used in conjunction with the Facility or premises.
 - b. That the rights granted to the User shall not be transferred or assigned in any way.
 - c. If the User fails to comply with any conditions of the Agreement, the Town may terminate this Agreement and consequently, all rights of the User are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration.
 - d. That the Town makes no representations or guarantees as to the suitability or condition of the Facility or premises.
 - e. To abide by and conform to all by-laws, rules and regulations of the Town and all Provincial legislation relating to the occupancy and use of the Facility/and or premises.
13. Care & Maintenance – The Town, at its discretion, is responsible for all facility and custodial duties at the Rink other than described in Schedule “A”. For clarity purposes, the Town’s Standard Operating Procedures for the Rink are attached hereto as Schedule “B”.
14. Improvements to Rink – Responsibility for maintenance and improvements at the Rink remain with the Town. Suggestions for facility and equipment improvements from all users are welcome and will be considered by the Town within the context of its overall plans for facilities and budget priorities. The Town may enter into an agreement with NCC and/or other users, whereby written permission is granted for joint Rink improvement projects. Any improvements to the Curling Rink as approved in writing by the Town and made by NCC are an asset of the Town.
15. Furnishings and Amenities –
The Town provides the following itemized list of furniture and amenities:

- 8 square tables
- 20 wooden chairs
- 2 fridges, 1 freezer and 1 stove
- 37 plastic chairs
- 48 curling rocks
- janitorial and ice preparation equipment

NCC has been granted permission by the Town to store the following list of equipment at the Rink:

- 6 curling ice rings
- 1 drink ice maker
- 10 round tables
- 30 curling broom replacement heads
- 8 curling crutches
- 24 sliders
- 1 dart board
- 16 Junior rocks
- 30 curling brooms
- 1 flat screen TV
- 6 curling extenders

The Town assumes no responsibility or liability for NCC furniture or equipment stored at the Rink. Arrangements for storage of NCC furniture and equipment may occur with prior written permission from the Town but must be completed prior to the end of the Season.

16. Default of Agreement - Fees or additional fees if not paid when due, incompleteness of conditions noted on Schedule A, or violation of Town/Provincial facility rental regulations will immediately result in default of this Agreement.

IN WITNESS WHEREOF duly assigned officers of the Town and NCC have affixed their signatures.

Dated at the Town of Niverville, in the Province of Manitoba this day of , 2014.

TOWN OF NIVERVILLE

NIVERVILLE CURLING CLUB

MAYOR

PRESIDENT

CAO

SECRETARY

SCHEDULE B



TOWN OF NIVERVILLE-HUMAN RESOURCES

POLICY NO. HR1-14: CHRISTMAS GIFTS FOR SERVICE PROVIDERS

EFFECTIVE DATE: December 16, 2014 RESOLUTION# 389-14

REVISION DATE: _____ RESOLUTION# _____

Purpose: This policy provides authorization for Town staff to annually purchase a \$25.00 gift card (from local businesses) for individual service providers as their Christmas Gift from the Town. The eligible service providers include but are not limited to the following:

- Animal Control
- Garbage Contractor
- Building Inspector
- Office cleaner
- I.T. Support
- Arena volunteer support

In addition, and in keeping with Revenue Canada regulations, an annual \$25.00 Christmas gift to be purchased for the arena seasonal employee(s).