

TOWN OF NIVERVILLE

Minutes of the regular meeting of the Niverville Town Council held on April 21, 2015 at 6:00 p.m. In attendance were Mayor Myron Dyck, Deputy Mayor John Funk and Councillors John Falk, Kevin Stott and Chris Wiebe.

Res#123-15 J. Funk – K. Stott
In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act, that council meet in camera.
“Carried”

Res#124-15 J. Falk – C. Wiebe
Resume BE IT RESOLVED that the meeting of the Council in camera be adjourned;
AND BE IT FURTHER RESOLVED that the Council while in camera discussed matters in the preliminary stages respecting long term plans for the development of the community.
“Carried”
Council concurred to hold a short recess.

Mayor Myron Dyck on behalf of Town Council and Mel Buhler on behalf of the Niverville Chamber of Commerce were pleased to award two Volunteer Appreciation Awards:

- i. for the month of February 2015 to Paul Vermette. Paul has volunteered his time by clearing neighbour’s driveways as well as one of the ponds in Fifth Avenue Estates for the community to skate on.
- ii. for the month of April 2015 to Peter Braun. Peter has volunteered his time with the Imagine Event, Niverville Fair, and has organized groups of people to assist those who need help and support with building renovations, etc. He is also involved with the Niverville Ministerial.

Res#125-15 C. Wiebe – J. Funk
Agenda BE IT RESOLVED that the agenda be adopted as presented.
“Carried”

Res#126-15 K. Stott – J. Falk
Minutes BE IT RESOLVED that the minutes of April 7, 2015 regular meeting and minutes of the April 8, 2015 special meeting be accepted as presented.
“Carried”

A second public hearing for re-zoning application submitted by 6416897 Manitoba Ltd. to rezone Lots 1 and 2, Plan 52450 (civically known as 6 & 12 2nd Street. S.) from R1 (Single Family Residential Zone) to R3 (Multiple Family Residential Zone) was held to address significant alterations to By-law 747-14.

- a. Gerald Friesen on behalf of 6416897 Manitoba Ltd. reviewed the proposal for a 6-plex housing development. While strong support for the proposal and draft development agreement, Council was requested to review two areas of concern, namely, the sewer upgrading contribution fee and capital/dedication fees.
- b. Darryl Kehler of #20 2nd Street S. expressed his approval with the process of this proposal and the communication that has taken place between residents and the Town. Darryl’s areas of concern with the proposal were with respect to fencing on the east side of proposed development and a well agreement for the water source.

- c. Troy Waldner, owner of #37 2nd Street S. expressed concern with the limited amount of parking provided. The parking concern was clarified to indicate that 2 parking spaces per residential unit were provided on site.

Res#127-15 K. Stott – J. Funk
Niv. Health BE IT RESOLVED that the Town of Niverville purchase two tables for
Banquet the Niverville Health Foundation banquet to be held on April 30, 2015 at
the Niverville Heritage Centre.

“Carried”

Concurrence that Councillor Funk and the CAO meet with the Evergreen Condo Board and Management Corp. to explore options for street parking on 1st Street South.

Council took a short recess.

Gordon Daman and Steve Neufeld on behalf of Heritage Holdings made their annual Heritage Holdings presentation to Council on the 2014 operations of the Heritage Centre complex. A copy of the report is on file together with the audited year-end financial statements for the Niverville Heritage Personal Care Home and Niverville Heritage Centre Management Inc.

Brad Wasilinchuk made a presentation to Council with respect to concerns for dust and speed control for 6th Avenue S. Recommendation given to leave 6th Avenue S. in “rougher” condition to encourage vehicle traffic to abide by the 50 km/hr speed limit thereby reducing dust generation.

Res#128-15 J. Funk – K. Stott
Watering WHEREAS Council proposes the adoption of a Water Safeguarding Policy in an
Policy effort to promote water usage in an efficient manner for the protection of the
resource both now and for future use;
THEREFORE BE IT RE IT RESOLVED that Council directs Niverville residents who receive their water from the Spruce Drive Water Treatment Plant to limit lawn watering to even numbered days for residents having even numbered civic addresses and residents having odd numbered civic addresses to water lawns on odd numbered days. Residents are also encouraged to use water wisely by watering when the least amount of evaporation occurs.

“Carried”

Council concurred to table the request for a Noise By-law exemption from Gerry & Margot Koop to the next Council meeting.

Res#129-15 J. Funk – K. Stott
Accessory WHEREAS a request was received from Jeffrey Knapp of #75 1st Street S. to
Garage allow for an accessory garage to be located on Lots 16-19, Block 2, Plan 19956
Request with access to the garage to be provided from the back lane;
AND WHEREAS the Town in an effort to ensure that the back lane remain open and accessible at all times requires this accessory garage to be located a minimum of 10 feet from the back lane so that personal vehicles can park perpendicular to the lane/garage and concurrently not encroach on a heavily used back lane;
THEREFORE BE IT RESOLVED that Council authorizes the location of an accessory garage on Lots 16-19, Block 2, Plan 19956 with access to the garage from the back lane subject to the accessory building being set back a minimum of 10 feet from the back lane.

“Carried”

- Res#130-15 J. Falk – C. Wiebe
 Accessibility Grant WHEREAS the Town is applying for the Enabling Accessibility Fund grant to upgrade the Niverville Curling Rink washrooms to comply with wheelchair accessible standards;
 THEREFORE BE IT RESOLVED that Council authorizes activities such as renovation, retrofit or construction of facilities to a maximum of \$10,000 in order to upgrade the Niverville Curling Rink washrooms to meet wheelchair accessible standards.
 “Carried”
- Res#131-15 K. Stott – C. Wiebe
 Road Grant WHEREAS the Town intends to develop Phase 1 of the Niverville Business Park east of Sixth Avenue N. and south of Stott Road;
 AND WHEREAS this project will involve the construction of several new municipal roads with an engineered construction cost estimate of \$774,500.00;
 THEREFORE BE IT RESOLVED that Council supports an application to the Manitoba Road Improvement Program for a grant of \$100,000.00 for the roadway construction of Phase 1 of the Niverville Business Park with final costs thereof to be determined through tendering process.
 “Carried”
- Res#132-15 K. Stott – C. Wiebe
 Authorize BE IT RESOLVED that members of Council are authorized to attend a meeting with the Village of St-Pierre-Jolys municipal council representatives regarding the safety and development of PTH #59.
 “Carried”
- Res#133-15 M. Dyck – J. Funk
 Accounts BE IT RESOLVED that cheque nos. 32169 to 32221 totalling \$145,865.97 be hereby approved for payment.
 “Carried”
- Res#134-15 J. Funk – K. Stott
 BL 751-15 2nd Reading WHEREAS the Town has prepared its 2015 Financial Plan, including operating and capital budgets;
 AND WHEREAS Council has thoroughly reviewed revenues and expenditures in keeping with its objectives for 2015 and subsequent years;
 THEREFORE BE IT RESOLVED that By-law No. 751-15 being the 2015 Financial Plan is given second reading.
 AND BE IT FURTHER RESOLVED that the 2015 special service levy for waste collection, recycling and composting be set at \$97.55 per residential unit.
 “Carried”
- Res#135-15 J. Falk – C. Wiebe
 BL 751-15 3rd Reading WHEREAS the Town has prepared its 2015 Financial Plan, including operating and capital budgets;
 AND WHEREAS Council has thoroughly reviewed revenues and expenditures in keeping with its objectives for 2015 and subsequent years;
 THEREFORE BE IT RESOLVED that By-law No. 751-15 being the 2015 Financial Plan is given third reading and passed.
 AND BE IT FURTHER RESOLVED that the 2015 special service levy for waste collection, recycling and composting be set at \$97.55 per residential unit.

AND BE IT FURTHER RESOLVED that the five year capital expenditure program as presented on Page 14 of the 2015 Financial Plan be approved as presented.

“Carried”

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

Res#136-15 J. Funk – K. Stott

Development WHEREAS the Niverville Business Park (NBP) is currently located in the RM of
Agreement Hanover with the RM of Hanover requiring a Development Agreement as a
RM Hanover condition of approval for the Plan of Subdivision.

THEREFORE BE IT RESOLVED that Council approves entering into a Development Agreement with the RM of Hanover and the Niverville Community Development Corporation, copy of which is attached hereto as Schedule “A”.

“Carried”

Res#137-15 J. Falk – C. Wiebe

Waste BE IT RESOLVED that Council approves the Town entering into a contractual
Contract agreement with Bristol Hauling to provide waste collection services for a 60
month period beginning January 2016 through December 2020.

“Carried”

Res#138-15 J. Funk – K. Stott

Heritage WHEREAS Town of Niverville and Heritage Holdings have entered in an
Holdings Agreement for the purchase of certain lands for a life lease development;

OTP Amend. AND WHEREAS Niverville Council agrees for the amendment of the Offer to
Purchase (OTP) to facilitate a payment schedule that would promote enhanced
medical services within the community;

THEREFORE BE IT RESOLVED that Council approves the amendment of the OTP with Heritage Holdings, attached hereto as Schedule “B”.

“Carried”

Res#139-15 J. Funk – K. Stott

Advertising WHEREAS the Town designates funds for advertising and publishing articles in a
variety of different media;

AND WHEREAS the Town requires that all publication submissions be forwarded to a designated administrative employee to ensure coordination and standards for Town releases are followed;

THEREFORE BE IT RESOLVED that all advertising and publishing articles for which the Town of Niverville assumes responsibility be forwarded to a designated administrative employee, who will in turn edit and forward submission on behalf of the Town.

“Carried”

Res#140-15 K. Stott – J. Falk

Condolence WHEREAS Council wishes to express condolences to the immediate family of
Policy former Town Council members at the time of their passing;

THEREFORE BE IT RESOLVED that Council adopts the Expressions of Condolence, attached hereto as Schedule “C”.

“Carried”

Res#141-15 K. Stott – C. Wiebe

In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act,
that council meet in camera.

“Carried”

Res#142-15 J. Falk – J. Funk
Resume BE IT RESOLVED that the meeting of the Council in camera be adjourned;
AND BE IT FURTHER RESOLVED that the Council while in camera discussed
matters in the preliminary stages respecting long term plans for the development
of the community and personnel matters.

“Carried”

Res#143-15 J. Funk – C. Wiebe
BL 747-14 WHEREAS the draft Development Agreement permitting the construction of a 6-
plex town house unit (the “Unit”) by 6416897 Manitoba Ltd. on Lots 1 and 2,
Plan 52450 (the “Land”) has been well received by residents and Council;
AND WHEREAS the Unit requires the Land to be rezoned from R1 Single
Family Residential to R3 Multiple Family Residential;
AND WHEREAS area residents/owner of 37 1st Street South have expressed a
concern regarding the parking arrangements proposed for the Unit;
AND WHEREAS the parking requirements for each residence in the Unit are
equal to a single family residential unit and in accordance with the Niverville
Zoning By-law No. 663-08;
THEREFORE BE IT RESOLVED that second reading of By-law No. 747-14, a
by-law to rezone the Land from R1 Single Family Residential to R3 Multiple
Family Residential is given second reading subject to the following amendments
in the draft Development Agreement:

- i. That a 6 foot high privacy fence as per Town Standards of
Construction be constructed by the Developer of the Land along
the east side of the property with construction beginning at the
point equal to the front of the homes and terminating at either the
public reserve or the rear property line as shall be determined by
the Town in consultation with impacted parties;
- ii. The Developer to the Land will not be required to contribute to any
sewer main upgrades on 3rd Avenue South;
- iii. Contribution to Capital fees shall be applied to 5 new lots;
- iv. The Developer of the Land shall construct a 5 foot wide sidewalk
along the west property line of the Land from 2nd Street South to
the rear property line of the Land; and
- v. Each residence in the Unit on the Land shall have a standard 25
foot front yard and as such no additional parking requirements will
be necessary.

“Carried”

Res#144-15 J. Falk – K. Stott
Adjourn BE IT RESOLVED that the meeting be adjourned. (10:55 p.m.)

“Carried”

Mayor

CAO

SCHEDULE A

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE IN TRIPLICATE as of the _____ day of _____, 2015.

BETWEEN:

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

OF THE FIRST PART,

- and-

NIVERVILLE COMMUNITY DEVELOPMENT CORPORATION
Box 267, Niverville, Manitoba, R0A 1E0
(hereinafter called the "Developer")

OF THE SECOND PART,

- and -

THE RURAL MUNICIPALITY OF HANOVER
Box 1720, Steinbach, MB R5G 1N4
(hereafter called the "RM")

OF THE THIRD PART.

WHEREAS the Developer is the registered owner of certain lands located within the Rural Municipality of Hanover as described in Schedule "A" attached hereto, which lands are described herein as the "Planned Area";

AND WHEREAS the Developer proposes to develop the Planned Area for an Industrial Park;

AND WHEREAS the Town is working with the Developer on the development of the Planned Area;

NOW, THEREFORE, THIS AGREEMENT WITNESSTH that in the consideration of the promises and mutual covenants herein contained, and for the other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

A. Preamble

1. The Preamble shall form part of this Agreement.

B. Definitions

- a. Compound: a premises where a business stores equipment and/or materials outdoors in an area enclosed by a lightproof fence and which also complies with the R. M.'s Zoning By-laws;
- b. Dry Industry: shall mean any industry that discharges into its sewage system human waste and/or gray wastewater from the occupants of the building on its lot and not liquid waste from any manufacturing process unless it is classified as Residential Waste;

- c. Industrial Waste: means any liquid waste, excluding human wastes, with COD greater than 450 mg/L or suspended solid greater than 300 mg/L or such more restrictive or other levels for effluent as may be provided from time to time and in any other regulations of the Government of Canada and/or Province of Manitoba in effect from time to time;
- d. Industrial Park: shall mean the Land described and outlined in red on a plan as Schedule "A" hereto;
- e. Residential Waste: means any liquid waste not defined as Industrial Waste;
- f. Street or streets: Includes all highways, roads, lanes, avenues, thoroughfares or ways of public nature, within the Planned Area; and
- g. Wet Industry: shall mean any industry that produces liquid waste from manufacturing processes that is Industrial Waste.

C. Installation of Services

1. The Developer shall pay all municipal taxes, arrears, and penalties including the commuted amount of all local improvement levies when due, if applicable on the Planned Area.
2. The Developer covenants and agrees at its own cost to construct, install and complete in a good and workmanlike manner within the Planned Area, in accordance with plans and time schedule approved by the Town all streets, streetlights, land drainage and sewer infrastructure in accordance with Town Standards for Design and Construction of Public Works (April 2008 edition as amended).
3. The Town shall arrange at its own cost, for the installation of electrical, natural gas and telephone services with the Planned Area.
4. Upon the Developer constructing the streets, the Town will assume responsibility, and assume any and all costs associated therewith for the repair, upgrade and dust control of all streets in the Planned Area.
5. The Developer agrees
 - a. To keep each lot in the Planned Area neat and tidy until the title thereto is sold, transferred or conveyed to another party.
 - b. To provide to the RM as-built drawings for the sewage force main that will be constructed as per Schedule "B" along Stott Road within the boundaries of the RM forthwith following completion of said sewage force main.
6. The RM agrees in accordance with The Municipal Act, C.C.S.M., C.58 to undertake a local improvement for the benefit of the Planned Area and to authorize borrowing to pay for the local improvement by the issuing of debentures, which debenture debt the Town will assume at such time as the Planned Area is annexed to the Town from the RM.
7. It is further understood and agreed between the parties hereto that the following building restrictions shall apply within the Planned Area:
 - a. No excavation shall be made in the Planned Area except for the purpose of building on the same or for the improvement of the grounds thereof.
 - b. No Building Permit(s) shall be obtained from the RM and the RM agrees that until the lands are annexed to the Town, it will not issue a Building Permit until the Town provides written approval thereto. The Town may add, at its discretion, such additional requirements as conditions to the Building Permit as it may deem necessary to develop the Industrial Park.
 - c. No building waste or other materials of any kind shall be dumped or stored in the Planned Area except for clean earth and/or gravel or similar substances for the

purpose of a levelling in connection with the erection of a building thereon or the immediate improvement of the grounds and parking area;

- d. No animals shall be kept in the Planned Area except as first approved in writing by the Developer.
- e. Within the Planned Area there shall be no open space burning of garbage.
- f. Each and every owner of a lot within the Planned Area upon which a building is located shall be responsible for connecting to the Town's gravity sewage system at the owner's sole cost.
- g. Until municipal sewer is installed the owner of a lot in the Planned Area will provide sewage service for the lot by way of a holding tank and water by using a well. Until municipal sewer is installed serving the lot, the owner agrees to only produce Residential Waste on the lot, and such Residential Waste must be trucked to the Niverville, Manitoba, lagoon or to another provincially licensed lagoon first approved in writing by the Developer.
- h. Each and every owner of a lot within the Planned Area upon which a building can be located shall be responsible for the maintenance of the "*Driveway Approach*" constructed by the Developer to the same standards as original used by the Developer and will not obstruct any adjacent owners use of the Driveway Approach.
- i. Lot grading and building elevation is the responsibility of each and every owner of a lot and must meet the elevation requirements as specified by the Developer in writing.
- j. No trailer or mobile home shall be permitted on any lot within the Planned Area, other than as may be necessary for accommodation during the period of construction of the building located thereon. Variances may be considered in parking trailers if prior written permission is received from Developer.
- k. No building shall be permitted within the Planned Area other than new buildings.
- l. No owner of a lot within the Planned Area shall permit to be located thereon any unlicensed vehicles and/or construction vehicles and/or construction equipment and/or construction materials unless located within a totally enclosed structure or a compound or unless during construction of a building on that lot without the prior written permission of the Developer.
- m. No building or other structure will be erected on any lot in the Planned Area until such time as drainage ditches are excavated.
- n. The burden and benefit of these restrictions and covenants shall run with the lands and shall be annexed to and run with each and every part of the land, and all subsequent purchasers may be required to enter into agreement with the R.M. affirming their willingness to be bound by the restrictive covenants herein contained.
- o. No automobile wrecking yard, junk yard or scrap yard shall be permitted on any lot within the Planned Area.
- p. No lot within the Planned Area shall be sold to a third party unless first approved in writing by the Developer. The Developer can refuse permission if a building has not been constructed on the lot to the standards provided herein.
- q. The Town shall by Council resolution set regulations for the minimum size of building per lot which will apply within the Planned Area and any variance therefrom must first be approved in writing by the Town.

- r. Each lot in the Planned Area shall only have a Dry Industry located thereon unless a Wet Industry is first approved in writing by the Developer.
- 8. The Developer agrees that the Town may file this Agreement, at the Developer's cost, by way of Caveat against the Planned Area.
- 9. In the event that the Developer defaults in any obligations herein, then the Town may, after 30 days written notice to the Developer, remedy the default and all costs incurred can be collected by the RM, in its own discretion, adding costs incurred to the real property taxes for the Planned Area.
- 10. Any party to this Agreement may waive the performance of any provision required to be performed for its benefit by the other party, provided that waiver shall in no way be deemed to be a continuing waiver of such provision or other terms or provisions of this Agreement.
- 11. To the extent that the burden of all rights, grants, covenants and agreements may run with the land in the Planned Area, each party hereto covenants and agrees with the other that the right hereby granted shall enure 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 Planned Area 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

Per: _____
Mayor

Per: _____
CAO

Niverville Community Development Corporation

Per: _____
President

Per: _____
Secretary

THE RURAL MUNICIPALITY OF HANOVER

Per: _____
Reeve

Per: _____
CAO

SCHEDULE B

AMENDMENT TO AN OFFER TO PURCHASE dated April ____ 2014, (the "Offer"), between The Town of Niverville (the "Vendor") and Niverville Heritage Holdings Inc. (the "Purchaser").

1. Paragraph 2.01 (b) of the Offer is amended by adding thereto the following:

"iii. by December 1, 2019, (the "term"), with interest at the rate provided in paragraph 2.01(b)(i) of the Offer and payable as follows:

By annual payments of at least \$50,000.00 each on the first day of each December during the Term with the first such payment commencing on the first day of December, 2015, and with the unpaid balance due on the last day of the Term.

As security for repayment of the sums referred to in this subparagraph (iii) the Purchaser agrees to give to the Vendor a first mortgage on the Property that can be prepaid at any time without penalty. The Vendor agrees to postpone its aforementioned mortgage in favour of a construction mortgage from the Life Lease Project that is primarily located on SP Lot 1. In the event of any payment referred to in this subparagraph (iii) then the full amount owed by the Purchaser to the Vendor shall become immediately due and payable. If a new medical centre is not built as part of the aforementioned Life Lease Project to the written satisfaction of the Vendor, acting reasonably, then the full amount due and owing under this subparagraph (iii) shall become immediately due and payable.

2. Paragraph 5 of the First Right of Refusal and other Miscellaneous Provisions Agreement attached to the Offer is amended as follows:

i) Said Paragraph 5 will become Paragraph 5 (i); and

ii) There will be added as Paragraph 5 (ii) the following:

"5 (ii) The Town and Holdings agree that they will take all reasonable steps to ensure that no real property taxes are payable on the portion of the Property on which a Life Lease Building is or is to be located. Holdings agrees that, in each year that it does not have to pay real property taxes on the aforementioned Life Lease Building and/or land upon which the Building is to be located and/or upon the land upon which the Niverville Heritage PCH is located, it will, by the 30th day of September in that year pay to the Town a sum equal to the amount it would have had to pay to the Town, excluding any school tax, if real property taxes had been payable."

3. The parties hereto agree that all other terms of the Offer and attached Schedules shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have caused their hands and seals to be affixed as of the _____ day of _____, 2015.

TOWN OF NIVERVILLE

Per: _____

Per: _____

NIVERVILLE HERITAGE HOLDINGS INC.

Per: _____

Per:

SCHEDULE C



TOWN OF NIVERVILLE-HUMAN RESOURCES

POLICY NO. HR1-15: **EXPRESSIONS OF CONDOLENCE - COUNCIL**
EFFECTIVE DATE: **April 21, 2015** **RESOLUTION# 140-15**
REVISION DATE: _____ **RESOLUTION# _____**

Where a former Town Council member dies and at the time of death still resided in the community, the Town as an expression of condolence will send flowers to the family. Council and/or staff are asked to notify the Administrative office in advance of the funeral date.

Condolence expressions are authorized in the \$75 to \$100 dollar range. In some circumstances, the family of the deceased may request in lieu of flowers, a donation to a charity of choice. The CAO is authorized to exercise discretion in approving the family's request. Any further deviations from policy are a resolution decision of Council.