

## TOWN OF NIVERVILLE

Minutes of the regular meeting of the Niverville Town Council held on May 19, 2015 at 6:00 p.m. In attendance were Mayor Myron Dyck, Deputy Mayor John Funk and Councillors J. Falk, Kevin Stott and Chris Wiebe.

Colleen Sklar, representing the Manitoba Capital Region, presented an overview of the organization's purpose and priorities. An informative discussion followed.

- Res#166-15 C. Wiebe – J. Funk  
Agenda BE IT RESOLVED that the agenda be adopted as presented subject to the following additions:  
Meetings: Village of St. Pierre meeting held on May 14, 2015 regarding Hwy. 59 twinning.  
Manitoba Capital Regions business meeting to be held in Winnipeg on May 21, 2015  
Hanover School Division research meeting to be held in Steinbach on May 27, 2015  
"Carried"
- Res#167-15 C. Wiebe – J. Falk  
Minutes BE IT RESOLVED that the minutes of the regular council meeting held on May 5, 2015 and the special meeting held on May 12, 2015 be accepted as presented.  
"Carried"
- Mayor Myron Dyck on behalf of Town Council and Doug Dyck on behalf of the Niverville Chamber of Commerce were pleased to award the Volunteer Appreciation Award for the month of May 2015 to Ron & Pearl Hiebert. Ron has been on the baseball organizing committee in our community for many years as well as volunteering as a coach and an umpire. Pearl is a volunteer on the Niverville Heritage Gardens Committee. Ron and Pearl also volunteer their time at their church.
- Res#168-15 J. Funk – K. Stott  
Ice Allocation Policy BE IT RESOLVED that the Ice Allocation policy as amended, attached hereto as Schedule "A" is hereby approved.  
"Carried"
- Res#169-15 C. Wiebe – J. Funk  
Arena Advertising BE IT RESOLVED that the Centennial Arena advertising policy, attached hereto as Schedule "B" is hereby approved.  
"Carried"
- Res#170-15 J. Funk – C. Wiebe  
Ice Rental BE IT RESOLVED that the following amendment to policy CS1-14 Facility Rental Rates (Revised) for the 2015/16 Arena Ice Rental rates be approved as follows:  
a. Youth hockey - \$95.00/hr. plus GST  
b. Adult local ice rental - \$125/hr. plus GST  
c. Non local prime time ice rental - \$150/hr. plus GST  
d. Non-prime time non local ice rental - \$125/hr. plus GST  
e. Public skating \$2/person or \$5/family GST included or such rate as may be established by the Recreation Director.  
"Carried"

- Res#171-15 K. Stott – J. Falk  
Crow Wing Trail BE IT RESOLVED that Mrs. Libby Hanna as Niverville’s representative on the Crow Wing Trail be authorized to attend the annual Crow Wing Trail AGM in St. Adolphe on June 10, 2015; and  
BE IT FURTHER RESOLVED that Council is of the opinion that any membership dues in the organization must reflect a principle of fairness that reflects the amount of the trail in the municipality.  
“Carried”
- Res#172-15 J. Funk – K. Stott  
Authorize BE IT RESOLVED that members of Council were authorized to attend a meeting in St. Pierre-Jolys on May 7, 2015 to discuss with regional partners the challenges of safe vehicle operation thereon and efforts necessary leading towards the twinning of Hwy 59.  
“Carried”
- Res#173-15 C. Wiebe – J. Funk  
Authorize BE IT RESOLVED that Mayor Dyck be authorized to attend a meeting in Steinbach on May 27, 2015 at the Hanover School Division board offices to discuss educational objectives for Hanover students.  
“Carried”
- Res#174-15 J. Falk – J. Funk  
Authorize BE IT RESOLVED that Mayor Dyck be authorized to attend a meeting of the Manitoba Capital Region in Winnipeg on May 21, 2015.  
“Carried”
- Res#175-15 J. Falk – J. Funk  
Accounts BE IT RESOLVED that cheques nos. 32268 to 32321 totalling \$392,731.43 be hereby approved for payment.  
“Carried”
- Res176-15 J. Funk – C. Wiebe  
BL 747-14 BE IT RESOLVED that By-law No. 747-14, being a by-law to rezone lots 1 and  
3<sup>rd</sup> Reading 2, Plan 52450 from R1 Single Family Residential Zone to R3 Multiple Family Residential Zone be given third reading, signed and sealed and delivered.  
“Carried”
- In Favor: Myron Dyck, John Funk, John Falk, Kevin Stott and Chris Wiebe.
- Res#177-15 C. Wiebe – K. Stott  
Foundation BE IT RESOLVED that an amended Foundation Policy attached hereto as  
Policy Schedule “C” be hereby adopted.  
“Carried”
- Res#178-15 K. Stott – C. Wiebe  
Recycling BE IT RESOLVED that Council authorize the Town of Niverville to enter into a  
Contract 2 year contract ending May 31, 2017 with Association for Community Living – Steinbach Branch Inc. for recycling services.  
“Carried”
- Res#179-15 C. Wiebe – J. Funk  
Chamber BE IT RESOLVED that Council, following letters of invitation to prospective

Rental firms, authorize entering into a contract for Council Chamber rental with the Niverville Heritage Centre, having been the lowest bid received at a cost of \$100 per meeting.

“Carried”

Council concurred to taking a short recess.

Res#180-15 J. Funk – C. Wiebe  
In Camera BE IT RESOLVED that in accordance with Section 152(3) of The Municipal Act, that council meet in committee in camera.

“Carried”

Res#181-15 J. Falk – K. Stott  
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”

Res#182-15 J. Funk – C. Wiebe  
Adjourn BE IT RESOLVED that the meeting be adjourned. (9:30 p.m.)

“Carried”

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Mayor

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CAO

SCHEDULE A



**TOWN OF NIVERVILLE-COMMUNITY SERVICES**

**POLICY NO. CS1-15:**            **ICE ALLOCATION POLICY**  
**EFFECTIVE DATE:**            **May 19, 2015**                            **RESOLUTION# 168-15**  
**REVISION DATE:**            \_\_\_\_\_    **RESOLUTION# \_\_\_\_\_**

**ICE ALLOCATION**

1.0 Request for Ice time

- 1.1 Individuals, groups and organizations wishing to book ice time shall do so via the appropriate forms. These forms will indicate the requested information including desired times, days, tournaments, special events, the name, phone number, email address and mailing address of contact person(s) who will handle ice time bookings, billings, cancellations, etc.
- 1.2 These forms shall be submitted annually to the Community Services Director (the “Director”) by June 1st.
- 1.3 Ice is allocated on an annual basis and no group should assume that they shall receive the same ice slot(s) the following year.

2.0 Ice Allocation

2.1 Ice Allocation Process:

The Director shall calculate each organizations ice allocation based on the registration data from the approved forms attached hereto as supplied by each organization.

2.2 Allocation of Ice time:

Consideration for ice time allocation shall be given the following priority:

- (a) Public skating and learn to skate programs,
- (b) Local minor sport/children and youth programs,
- (c) Local adult sport groups/organizations, and
- (d) Non-residential/commercial rentals.

Allocated ice can only be used for intended purpose – i.e., ice allocated for minor hockey can only be used for minor hockey games or practices. The guiding principal is that when ice is sold to a third party as a last resort, rates charged should reflect the subsidy that the Town is providing. E.g. If sold to another local minor sport organization, the rate charged should be no greater than if sold directly by the Town.

2.3 Definitions:

**Public Programs/Skating and Learn to Skate Programs**

Public Programs are either drop-in skate programs (parent and tot, family, adult drop-in -hockey) or learn to skate programs which are open to the public or targeted group. These programs can be offered either by Niverville Community Services or a community organization.

**Local Minor Sport/Children and Youth Programs**

Children and youth programming includes minor sport activities and school programs organized primarily for children residing in Niverville. User groups must have 80% of membership under 18 years of age to qualify as a youth group. In addition, participation in the group or association must be open to the general population.

### **Adult Sport Groups**

Adult sport groups are groups with members over the age of 18 years or groups which participate in adult sport leagues.

### **Non-residential/Commercial Rentals**

Rental groups who are outside of Niverville residency. Residency is defined by Section 21 of The Municipal Councils and School Boards Election Act

- 2.3.1 On an annual basis, the Town's minor sport organizations shall provide registration data from the previous year. This information will be provided annually when filling out designated allocation form as attached hereto in Schedules "B", "C", "D" and "E". The ideal Ice Time Allocation (see attached Appendix "A") for various age and competition levels for hockey, ringette and skating shall be considered and is the ultimate goal in the allocation of ice to the minor sport organizations. The recommended standards will include but may not be limited to Hockey Manitoba and Skate Canada. This information will assist in establishing the ideal ice allocation to each organization but it is understood that limited ice availability may require adjustments from the ideal.
- 2.3.2 Programs for younger children shall receive priority over older youth and adults when allocating weekday early ice time. Prime time ice shall be 5:00-9:30 PM Monday to Friday and 7:00 AM to closing Saturday and Sunday.
- 2.3.3 Organizations are responsible for the distribution of ice time to teams or members.
- 2.3.4 The Director reserves the right and authority to decide and/or adjust the weekly and/or special event schedule as deemed necessary, in keeping with above described priorities.
- 2.3.5 Where there is a conflict with the ice time allocation prior to the schedule being distributed, the Director shall first take into consideration the allocation policy. Should it be deemed equal and fair and in keeping with the declared priority, the Director shall contact the affected organization/groups. If no solution is arrived at, then the Director shall make a decision as to who will receive the requested time.  
This shall be done by:
  - (a) Alternating the day throughout the season; or
  - (b) Alternating the allotment from year to year; or
  - (c) Moving one organization/group to another day.
- 2.3.6 There may be scheduling conflicts where there are tournaments, competitive games or test days scheduled. The Director shall contact the organization/group having rented time and inform them of the possible conflict, asking whether they can work with the tournament/competitive game/test day to obtain alternative ice time. The Director shall require a letter from all organizations/groups involved in resolving the conflict indicating that each group is in agreement and can work with the adjusted schedule and are in agreement regarding alternative ice time.
- 2.3.7 Where conflict arises after the ice time allocation, the Director will meet with the organization/group(s). If the affected group cannot reach an agreement, the Director shall make a decision as to who will receive the requested time.  
This shall be decided in consideration of the following:
  - (a) What each group must change or must do to change.
  - (b) How a change affects groups other than those in conflict.
  - (c) Alternate days and/or times from year to year between the affected groups if conflict occurs the following year.
- 2.3.8 In the event that the group(s) is still not in agreement with the Director's decision, they may appeal the decision to Council who shall establish a committee of Council whose decision will be final.

### 3. Ice Time

#### 3.1 Regular Schedule Ice Time:

All applications for renting ice on a regular basis shall be in writing using the appropriate forms as per the attached Schedules and submitted annually by June 1st. However, the following conditions shall apply:

- 3.1.1 Each user group shall sign an Ice User Agreement guaranteeing the hours to be used and payment for these hours and, if required as a condition of rental, submit a deposit by October 10<sup>th</sup>.
- 3.1.2 If account is outstanding and/or overdue, ice time shall be cancelled until this amount has been paid.
- 3.1.3 User groups shall be guaranteed use of the facility as scheduled pursuant to the terms and conditions of the Ice User Agreement.
- 3.1.4 **No ice time shall be confirmed or used until 3.1.1 through 3.1.2 are in compliance.**
- 3.1.5 If any fees are outstanding, the Town reserves the right to take any and all legal action available in order to collect debt.
- 3.1.6 Each group or team must designate two members to act as liaison with the Director; to be responsible for payment of all bills; to ensure that conditions for Arena use are complied with and to be responsible for the conduct of the group and/or team.
- 3.1.7 Prior to July 15<sup>th</sup> of each year, a meeting shall be scheduled to determine the current year ice allotments. Each group shall be represented by either the president and/or ice convenor. The Town shall be represented by a designated Council Member(s), the Director, Operations Manager and other representatives as may be determined by the Town.

#### 3.2 Open Ice Time:

Any group or individual may rent ice at the Niverville Centennial Arena that is not regularly scheduled. However, the following conditions shall apply:

- 3.2.1 All booking of ice shall be done through the Director and subject to a signed Ice User Agreement.
- 3.2.2 All one time rental fees must be paid in full prior to the confirmation of the booking.
- 3.2.3 The cancellation policy shall apply.

#### 3.3 Special Event/Tournament Ice Time:

- 3.3.1 Every tournament requires a completed separate application form attached hereto as Schedule "F".
- 3.3.2 No tournament shall be booked or confirmed until the following conditions have been met:
  - (a) An Ice User Agreement is completed and signed.
  - (b) Full payment for ice rental by non-local groups/teams has been received.
  - (c) When less than eight (8) weeks' notice of cancellation is given for weekend tournament, the renter shall be invoiced for all ice time which cannot be rented to other groups.
  - (d) All notices of cancellation shall be made in writing/email and received by the Director prior to the eight (8) week's cancellation notice condition. No cancellations shall be accepted either by phone or verbally.
  - (e) If ice user is currently in arrears for ice rental, the organization shall be required to pay all outstanding accounts as well as the total cost of the special event/tournament at the time of booking. Local groups who have not previously established a credit account with the facilities shall be required to pay the total cost of the special event/tournament at the time of booking.
  - (f) No deviation of 3.3.2 (e) shall be allowed, unless approved beforehand by resolution of the Niverville Council.

4. Cancellation of Ice Time

4.1 A no cancellation policy applies for all weekday ice time rentals.

4.2 All weekend cancellations of ice time shall be done in writing or email through the Director by the recognized organization's representative, at least four (4) weeks prior to the time of the ice rental.

4.3 Cancellations shall be accepted only in writing or by email.

4.4 Cancellation of Ice Time by the Director may occur on rare occasions. The Director reserves the right to cancel ice times of user groups when:

(a) A past due invoice has not been paid; or

(b) With due reasonable notice for special events that are for the significant benefit of the community; or

(c) If it is felt that either ice conditions are not proper and safe or if for other reasons the arena is not safe for the Public to be allowed entry.

Every attempt shall be made to provide sufficient notice to user groups of any cancellation which may affect them together with alternative ice times if available for consideration.

5. Insurance

All regularly scheduled users where alcoholic beverages may be consumed or have been known to be consumed are to provide General Liability insurance for limits of no less than two million dollars (\$2,000,000.00) and have the Town of Niverville named as an additional insured to the policy. Acceptable proof of insurance must be received by the Community Services Department prior to the use of the arena facility covered under the ice user agreement.

6. Fees

Ice rental rates and fees shall be set every year by June 1<sup>st</sup> by resolution of Council.

## Appendix A

### Minor Hockey

Level	Hours of Ice per Week Recommended
Squirts	2-3 hours
Novice	2-3 hours
Atom	2-3 ½ hours
Pee Wee	3-4 hours
Bantam	3-4 hours
Midget	3-4 hours
Recreation Hockey	2-3 hours

### Minor Ringette

Level	Hours of Ice per Week Recommended
U9 (8 years & under)	2 hours
U10 (9 years & under)	2 hours
U12 (11 years & under)	2 hours
U14 (13 years & under)	3 hours
U16 (15 years & under)	3 hours
U19 (18 years & under)	3 hours

### Skating Club

Level	Hours of Ice per Week Recommended
Learn to Skate /CanSkate	2 @ 1 hour sessions
Junior StarSkate	2 @ 1 hour sessions
CanPowerskate	2 @ 1 hour sessions
CanSkate Synchro	2 @ 1 hour sessions
Adult CanSkate	2 @ 1 hour sessions

### Adult Groups

Level	Hours of Ice per Week Recommended
Jr Clippers	4 hours
Lady Clippers	1 hours
Ladies Ringette	1 hours
Good Time Hockey League	6 hours



Schedule "A"

Seasonal Ice Request Form

**Group or Organization:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

**Designated Ice Convenor:** \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Insurance Company Name: \_\_\_\_\_

Copy of Proof of Insurance is attached:  YES  NO

Regular Ice Rental Request:  
*(Please specify hours on each day requested)*

Season Start Date/ End Date: \_\_\_\_\_

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

Seasonal Ice Request Form Cont'd

To assist with Ice Allocation please indicate your registration numbers from last year on the appropriate forms attached a copy of the organization registration list shall be required.

**We hereby request the above dates and acknowledge the notes above.**

Print Name: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

Signature: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

Date: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

Schedule "B"

### Figure Skating Ice Allocation Form

Name of Group/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Please provide the following information:

TOTAL Number of Registrations for _____ Season: (enter year i.e. 2014/2015)	
<b>TOTAL NUMBER</b> of Learn to Skate Registrants:	
<b>TOTAL NUMBER</b> of Star/Competitive Skate Registrants:	
<b>TOTAL NUMBER</b> of CanPower Registrants:	
<b>TOTAL NUMBER</b> of Adult Skate Registrants:	

**Attach a copy of your registration list and information to include:**

(Please indicate level: Learn to Skate, START Skater, etc.)

NAME	ADDRESS	PHONE NUMBER	LEVEL

Schedule "C"

### Minor Hockey/ Rec Hockey

Name of Group/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Please provide the following information:

TOTAL Number of Registrations for _____ Season: (enter year i.e. 2014/2015)	
--	--

	<b>Total House</b> League Players	<b>Total Local</b> League Players	<b>Total Travel</b> Players
Rec Hockey			
Squirts			
Novice			
Atom			
PeeWee			
Bantam			
Midget			
Ringette			

Attach a copy of each level and information to include:

NAME	ADDRESS	PHONE NUMBER	LEVEL

Schedule "D"

Ringette

Name of Group/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Please provide the following information:

TOTAL Number of Registrations for _____ Season: (enter year i.e. 2014/2015)	
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	<b>Total House</b> League Players	<b>Total Local</b> League Players	<b>Total Travel</b> Players

Attach a copy of each level and information to include:

NAME	ADDRESS	PHONE NUMBER	LEVEL

Schedule "E"

### **Adult Group Ice Allocation Form**

Name of Group/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Please provide the following information:

TOTAL Number of Registrations for _____ Season: (enter year i.e. 2014/2015)	
<b>TOTAL Number of Teams:</b>	

Attach a copy of each registrant and information to include:

NAME	ADDRESS	PHONE NUMBER

Schedule "F"

### **Special Events /Tournament Ice Request Form**

**Group or Organization:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

**Designated Ice Convenor:** \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

**Insurance Company Name:** \_\_\_\_\_

Copy of Proof of Insurance is attached:  YES

NO

**Tournament/Special Event Ice Request:**

Type of Event: \_\_\_\_\_ Age of Participants: \_\_\_\_\_

**Dates and Times Requested:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Special Events /Tournament Ice Request Form Cont'd**

**Note:** Ice User Agreements which are to follow must be signed within ten (10) days of receipt of approval of the requested times. Failure to meet this deadline shall result in cancellation of the reserved dates.

**Note:** Tournament schedule must be submitted fourteen (14) days in advance of the event in order to coordinate change-room allocations.

**We hereby request the above dates and acknowledge the notes above.**

Print Name: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

Signature: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

Date: \_\_\_\_\_  
(President/Contact Person)

\_\_\_\_\_  
(Ice Convenor)

SCHEDULE B



**TOWN OF NIVERVILLE-COMMUNITY SERVICES**

**POLICY NO. CS2-15:**        **ARENA ADVERTISING BILLBOARDS POLICY**  
**EFFECTIVE DATE:**        **May 19, 2015**                                **RESOLUTION# 169-15**  
**REVISION DATE:**        \_\_\_\_\_    **RESOLUTION# \_\_\_\_\_**

1. Background –context

Currently the Town has the following advertising boards: 33 billboards (4' X 8' @ \$150), one Puck Board (at \$150 per billboard) and 1 billboard (4' X 16' at \$300). Advertising on the Olympia was \$500/per year for 3 years (Trotco & In-Ex Plastering). However current Zamboni space is not rented with Trotco having expressed interest in having his firm's logo on new Zamboni.

New opportunity for 2015/2016 is advertising is on a TV screen with displayed schedule, sizes and rates TBD. Recreation Director seeks out businesses advertisement for arena billboard advertisements through direct mailings and contact.

2. Council hereby establishes that an advertising rate for the 2015/16 season be as follows:

- Wall Board Advertisement 1 year 4' X 8' =\$200 + GST \*
- Wall Board Advertisement 1 year 4' X 16 =\$400 + GST \*
- Puck Board Advertisement 1 year 4' X 8' =\$350 + GST \*

(Price includes one board on arena wall or a puck board with installation. Boards are designed and produced at the cost of the advertiser.)

- Zamboni Advertisement: 3 year = \$700per season

(Price includes one side or front of machine (3 options) plus installation. Decals are designed and produced at the cost of the advertiser. )

- NEW for 2015/16 - Advertisement on TV Ice Schedule. Sizes & Price to be set by Recreation Director with the general directive that rates should be comparatively equal to ice rental rates for local youth per hour. These rates must offset cost of Public Skating for 2015/16 season with the goal of \$3000 to be raised in sponsorship. Advertisement includes a sign in arena entrance, advertising on TV ice schedule and website.

3. General Administration

a. Payment schedule

- Advertisement payments are due by September 30<sup>th</sup>

b. Standards

- Signs and decals are designed and produced at the cost of the advertiser.

c. Who approves advertising signs

- Advertisers to provide sample design of sign which the Town approves prior to printing.

**SCHEDULE C**



**TOWN OF NIVERVILLE-ADMINISTRATION**

<b>POLICY NO. A5-13:</b>	<b><u>FOUNDATION PERMIT-AMENDED</u></b>	
<b>EFFECTIVE DATE:</b>	<b><u>November 5, 2013</u></b>	<b>RESOLUTION# <u>321-13</u></b>
<b>REVISION DATE:</b>	<b><u>May 19, 2015</u></b>	<b>RESOLUTION# <u>177-15</u></b>

The purpose of a foundation permit is to allow for the installation of a building's foundation providing a "jump start" on the buildings construction.

A foundation permit will only be issued for commercial and multi-family buildings (multi-family is defined as 5 or more residential units).

Requirements for foundation permits are as follows:

- a) All conditions for the issuing of a full building permit must be met including engineer stamped blue prints and compliance with all zoning requirements;
- b) Fees for foundation permits are calculated at 20 per cent of the total building permit fee with the balance of the fee due either upon:
  - i. Beginning of any construction on top of the foundation; or
  - ii. Six months from the date the foundation permit is issued, whichever condition comes first.
- c) The builder entering into an Agreement with the Town whereby the balance of the outstanding building permit fee, if any, that remains after the identified time frame as described in (b) above, will be applied to the property taxes of the subject lands.

## SAMPLE AGREEMENT

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between:

Town of Niverville  
(hereinafter called the "Town")

- and -

\_\_\_\_\_  
(hereinafter called the "Developer")

WHEREAS the Developer is proposing to build a \_\_\_\_\_ unit (residential/commercial) building (the "Building") on the property civically known as \_\_\_\_\_, in Niverville, Manitoba (the "Property");

AND WHEREAS the Developer wishes to commence construction of the foundation of the Building on the Property prior to the issuance of a full building permit (the "Full Permit") by the Town so as to meet construction completion deadline necessary for marketing of the Building during the Fall Parade of Homes;

AND WHEREAS the Town is prepared to issue a foundation permit (the "Foundation Permit") to the Developer on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Developer to the Town, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

1. The Preamble shall form part of this Agreement.
2. The Town agrees that it will, subject to the Developer satisfying all the provisions of paragraph 3 of this Agreement, issue a Foundation Permit for the Building to the Developer.
3. The Developer agrees that, as a condition precedent to the issuance of the Foundation Permit, to do or cause to be done the following:
  - (a) Supply the Town all documents required by the Town for the issuance of a Full Permit including, without limiting the generality of the foregoing the required application, engineer stamped blueprints for the Building and also meet all zoning requirements but excluding any fees except as provided herein;
  - (b) Pay to the Town a Foundation Permit Fee equal to Twenty Percent (20%) of the fee for the Full Permit as determined by the Town; and



- (c) Agrees to pay to the Town the balance of the fee for the Full Permit as determined in paragraph (b) above on the earlier of:
  - (i) prior to commencement of any construction on top of the foundation; or
  - (ii) within 6 months after the issuance of the Foundation Permit.
- 4. The Developer agrees that if the payment referred to in paragraph 3 (c) above is not made when required the Town may, at its option, issue a Stop Work Order and/or add said sum to the realty taxes for the Property.
- 5. The Developer agrees that it will not sell, transfer, assign or in any way dispose of the Property prior to the issuance of the Full Permit and payments of all sums referred to herein without the prior written approval of the Town.
- 6. The Developer agrees that it will not, prior to the issuance of a Full Permit and payment of all sums referred to herein, construct or cause to be constructed anything above the level of the top of the foundation.
- 7. The Developer hereby agrees that it will not make any claims against the Town for issues, costs, damages and/or claims that arise after the issuance of the Foundation Permit but which could have been discovered if a Full Permit had been issued.
- 8. This Agreement shall be governed by the laws of Manitoba.
- 9. Neither party can assign its interest in this Agreement without the prior written agreement of the other party hereto.
- 10. This Agreement shall be binding upon the parties hereto, their respective successors, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have caused their hands and seals to be affixed and attested by their property officers in that behalf as the date first above written.

Town of Niverville

“Seal”

Per: \_\_\_\_\_

(Insert Name of Developer)

Witness: \_\_\_\_\_

Per: \_\_\_\_\_

## FOUNDATION PERMIT

Permit Number: \_\_\_\_\_

Signed Agreement \_\_\_\_\_

Permit Total: \_\_\_\_\_

Date Permit Pulled: \_\_\_\_\_ Amount \_\_\_\_\_ Receipt # \_\_\_\_\_

Date Balance is due: \_\_\_\_\_

Date balance paid: \_\_\_\_\_ Amount \_\_\_\_\_ Receipt # \_\_\_\_\_

Date transferred to Taxes (if applicable): \_\_\_\_\_

Item	100%	80%	20%	Receipt to:
Inspections-Residential				Building Permit-Residential
Inspections-Commercial				Building Permit-Commercial
Square footage				Building Permit-Residential
Water Meters				Water Meters
Contribution to Capital				Contribution to Capital
Sewer Infrastructure Fees				Sewer Infrastructure Fees
Arena Rd Lagoon Connection Fee				Sewer Infrastructure Fees
Security Deposit				Building Permit Deposit
Water Treatment Plant Connection Fee				WTP Connection Fee
Driveway Permit				Driveway Permit
GST				GST
<b>Totals</b>				

Notes: \_\_\_\_\_