

## TOWN OF NIVERVILLE

Minutes of the regular meeting of the Niverville Town Council held on April 5, 2016 at 9:00 a.m. at the Niverville Heritage Centre. In attendance were Mayor Myron Dyck, Deputy Mayor John Funk and Councillors Kevin Stott and Chris Wiebe.

Res#90-16 C. Wiebe – J. Funk  
In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act, that council meet in camera.  
“Carried”

Res#91-16 J. Funk – K. Stott  
Resume BE IT RESOLVED that the meeting of council held in camera be adjourned;  
AND BE IT FURTHER RESOLVED that the Council while in camera reviewed the 4<sup>th</sup> Quarter/Year End RCMP Stats with Staff Sgt. Rheel Gravel.  
“Carried

Res#92-16 K. Stott – C. Wiebe  
Agenda BE IT RESOLVED that the agenda be approved as presented.  
“Carried”

Res#93-16 K. Stott – C. Wiebe  
Minutes BE IT RESOLVED that the minutes of the regular Council meeting held on March 15, 2016 be approved as presented.  
“Carried”

In accordance with the Manitoba Municipal Act, subsection 162(2), a public hearing was held on the 2016 Financial Plan. Eric King, Niverville’s Finance Administration Manager provided an overview of the highlights from the budget. The 2016 general reassessment resulted in a 5% increase to the average residential property assessment. Niverville’s average home which has an assessment of \$291,000, will see a \$40.06 municipal property tax or 2% tax increase in 2016.

Res#94-16 J. Funk – C. Wiebe  
BL 760-16-15 WHEREAS the Town has prepared its 2016 Financial Plan, including operating  
1<sup>st</sup> Reading and capital budgets;  
AND WHEREAS Council has thoroughly reviewed revenues and expenditures in keeping with its objectives for 2016 and subsequent years;  
THEREFORE BE IT RESOLVED that Bylaw No. 760-16 being the 2016 Financial Plan is given first reading.  
AND BE IT FURTHER RESOLVED that the 2016 special service levy for waste collection, payment of garbage cart, recycling and composting be set at \$110.23 per residential unit.  
“Carried”

Dustin Krahn on behalf of the Niverville Olde Tyme Country Fair committee provided an overview of their proposed licensed event segment for the 2016 Fair. In keeping with the regulations defined under the Liquor and Gaming Authority of Manitoba, the committee is requesting approval from the Town to host this as a community event.

Res#95-16 C. Wiebe – J. Funk  
Licensed Event WHEREAS the Niverville Olde Tyme Country Fair committee has provided a proposal to hold a licensed event on Saturday, June 11, 2016 in conjunction with the 2016 Niverville Fair;  
AND WHEREAS the Fair committee has designed this event to be in compliance with the regulations defined by the Liquor and Gaming Authority of Manitoba (LGA);  
AND WHEREAS the Town desires to support the Niverville Olde Tyme Country Fair as this event encourages community spirit and promotion of the Town;  
THEREFORE BE IT RESOLVED that subject to the Fair committee fulfilling the requirements set by the LGA, that the Town approves the proposed licenced event for Saturday, June 11, 2016 from 5:00 p.m. to 11:00 p.m. with patrons permitted to finish their beverages by 12:00 a.m.  
AND BE IT FURTHER RESOLVED that the Fair committee is requested to provide regular updates to Town Council as it pertains to the development and hosting of this social event.

“Carried”

Council concurred to proceed with the support of the Niverville Fair magazine as previously approved, in exchange for 8 pages of advertising and 100 free copies for distribution.

Res#96-16 J. Funk – K. Stott  
Parking WHEREAS Bylaw No. 656-07 provides for the regulation of traffic and parking of vehicles in the Town of Niverville;  
AND WHEREAS traffic control and parking regulations may be posted as per Schedule “A” of subject Bylaw and can be amended from time to time by resolution of Council;  
AND WHEREAS Council deems it necessary to amend Schedule “A” of subject by-law to update the no-parking regulations for 2<sup>nd</sup> Avenue S. and 2<sup>nd</sup> Street S.;  
THEREFORE BE IT RESOLVED that Schedule “A” of By-law No. 656-07 is hereby amended by modifying the “No Parking” regulations as follows:

- 2<sup>nd</sup> Avenue S. – east side (between 2<sup>nd</sup> Street S. and 4<sup>th</sup> Street S.)  
2 hour parking limit between 8 a.m. and 5 p.m., Monday through Friday
- 2<sup>nd</sup> Street S. – north side (between 2<sup>nd</sup> Avenue S. and Heritage Trail)  
2 hour parking limit between 8 a.m. and 5 p.m., Monday through Friday

“Carried”

Res#97-16 K. Stott – J. Funk  
GPS Unit BE IT RESOLVED that Council authorizes the purchase of a used GPS unit from Chris Wiebe for \$5,000 plus a \$5,000 donation receipt subject to Chris Wiebe providing an appraisal from an independent third party indicating that the current value of the unit is \$10,000 or greater.

“Carried”

Res#98-16 K. Stott – C. Wiebe  
Mower BE IT RESOLVED that Council authorizes the purchase of a Kubota zero-turn mower for \$16,268 and bagger unit for \$7,400 plus applicable taxes.  
AND BE IT FURTHER RESOLVED that the New Holland CM 224 mower be sold as per Town policy.

“Carried”

Res#99-16 C. Wiebe – K. Stott  
Street BE IT RESOLVED that Council authorizes the purchase of a 1986 street sweeper  
Sweeper for \$3,300 plus applicable taxes with an additional expenditure of approximately  
\$3,000 for upgrades and painting.

“Carried”

Res#100-16 J. Funk – K. Stott  
Building BE IT RESOLVED that Council approves a generic building construction  
Contract contract as prepared by legal counsel and vetted by staff, attached hereto as  
Schedule “A”.

“Carried”

Res#101-16 C. Wiebe – J. Funk  
MWSB WHEREAS Council deems it necessary to be proactive in ensuring that the well  
field for the Niverville water system has adequate of quality water to meet the  
aspirations of the community prior to the need becoming a serious issue;  
AND WHEREAS following discussions with Provincial Agencies and following  
careful research it has been ascertained that it is in the best long-term interest of  
the community to complete an analysis, identifying a new well field that will  
provide sustainable water requirements  
THEREFORE BE IT RESOLVED that the Town enter into an agreement with  
Manitoba Study Water Services Board (MWSB) for the study, public consultation  
and ground aquifer research necessary to develop a new well field to meet the  
long term water requirements of the community.  
AND BE IT FURTHER RESOLVED that the total cost of the MWSB study is  
estimated to be \$850,000.00, cost of which shall be equally shared between the  
Province of Manitoba and the Town of Niverville.

“Carried”

Res#102-16 C. Wiebe – K. Stott  
Block Party WHEREAS Rainbow Trailers has graciously provided the use of a 16 foot trailer  
Wagon to the Town free of charge for a period of 2 years;  
AND WHEREAS the purpose of this trailer will be to host block parties/BBQs in  
order to build community spirit and encourage interest/support for the Multiplex  
project;  
AND WHEREAS the use of the trailer as a “Block Party Wagon” will be free to  
residents, subject to a refundable damage deposit being provided;  
THEREFORE BE IT RESOLVED that Council approves an expenditure of up to  
\$10,000 to equip the “Block Party Wagon” with the necessary tools for hosting  
outdoor events and to cover the cost of advertising on the trailer.

“Carried”

Res#103-16 K. Stott – C. Wiebe  
Road Rehab BE IT RESOLVED that following the Town’s due tendering process, that the  
Contracts following contracts are awarded for the Town’s annual road rehabilitation  
program for 2016:  
a) West-Can Seal for Micro Seal at the rate of \$13.47/square meter plus  
applicable taxes; and  
b) Maple Leaf Construction for the road asphalt patching at the rate of  
\$60/square meter plus applicable taxes.

“Carried”

Res#104-16 K. Stott – C. Wiebe  
Taxi Service WHEREAS a request was received from 3881785 Manitoba Limited to operate a regional Taxi Service that would include the Town of Niverville;  
AND WHEREAS this service would provide a significant resource to local residents who are requiring transportation services;  
THEREFORE BE IT RESOLVED that Council approves the request from 3881785 Manitoba Limited to operate a regional Taxi Service subject to the following:  
a) That an annual business license be obtained from the Town;  
b) That 3881785 Manitoba Limited obtain membership with the Niverville Chamber of Commerce; and  
c) That the Town be provided with a bi-annual general written report stating the level of service being provided to the Town.

“Carried”

Res#105-16 J. Funk – K. Stott  
Accounts BE IT RESOLVED that cheques nos. 33465 to 33546 totalling \$144,160.58 be hereby approved for payment.

“Carried”

Res#106-16 J. Funk – C. Wiebe  
BL 759-16 WHEREAS the Town is changing from its existing manual waste collection  
1<sup>st</sup> Reading system to an automated waste cart system to allow for the following:  
a) an increase in the amount of waste that can be generated by residents and placed in the community’s waste stream; and  
b) operational efficiencies in limiting the increase in waste collection costs;  
AND WHEREAS the change in the waste collection system necessitates a new bylaw to govern waste collection, disposal and recycling in the Town of Niverville;  
THEREFORE BE IT RESOLVED that Council gives first reading to Bylaw 759-16, a bylaw to govern waste collection, disposal and recycling in the Town of Niverville.

“Carried”

Council took a short recess to meet with the press.

Res#107-16 J. Funk – K. Stott  
In Camera BE IT RESOLVED that in accordance with Section 152(3) of the Municipal Act, that committee meet in camera.

“Carried”

Res#108-16 C. Wiebe – J. Funk  
Resume BE IT RESOLVED that the meeting of the committee held 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#109-16 J. Funk – C. Wiebe  
Adjourn BE IT RESOLVED that the meeting be adjourned. (11:45 a.m.)

“Carried”

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Mayor

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Town Manager

**SCHEDULE A**  
**CONSTRUCTION CONTRACT**

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

TOWN OF NIVERVILLE

in Manitoba  
(hereinafter referred to as the "Owner")

OF THE FIRST PART,

-and-

\_\_\_\_\_  
(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS the Owner has requested and the Contractor has agreed that the Contractor perform certain construction work as hereinafter defined at the Owner's premises situated at the property commonly known as \_\_\_\_\_, Niverville (the "Project") and to supply all labour, materials, products, tools, construction machinery and equipment necessary to perform such work.

IN CONSIDERATION of the premises and the terms and conditions herein contained, the parties hereto agree with each other as follows:

**1. THE WORK**

The Contractor shall:

1.1 Furnish the labour, materials, permits, products, tools, construction machinery and equipment necessary to perform the work in accordance with the attached Schedule A (the "Work"). This schedule shall include specifications and plans that have been approved by each of the parties hereto by each initialing copies of same. In the case of a discrepancy between Owner supplied plans and the specifications, the specifications will be followed. The Contractor will diligently perform the Work prescribed in a proper and workmanlike manner.

1.2 Do and fulfill everything required to be done and fulfilled by the Contractor as indicated by this Agreement.

1.3 Perform the Work required to be performed by the Contractor in accordance with the Schedule A agreed upon by the Owner and the Contractor as referred to herein.

1.4 It is understood and agreed that there are different methods and or procedures in the construction industry to obtain similar results and that the Contractor is a recognized expert in this field. Therefore unless the Owner explicitly requests otherwise, the Contractor retains the right to make technical decisions on how the Work will be performed.

1.5 The Contractor reserves the right to perform the Work in the manner that is deemed best by the Contractor. If the Owner requests a method other than that of the Contractor, the Contractor will present a Work Change Order for any additional costs that may occur from said change.

## **2. SCHEDULE**

2.1 The Contractor will commence work by \_\_\_\_\_ or such later date by written mutual consent and the Work shall be substantially completed within \_\_\_\_\_ weeks of commencement of construction.

2.2 Time shall in all respects be of the essence.

2.3 If circumstances beyond the Contractor's control require an extension of time to complete the Work, the Contractor may request and the Owner may grant such extension in the date for completion of the Project as is reasonable in the circumstances. This request must be made in writing to Owner. Schedule change is not accepted until the Owner has replied in writing to the Contractor.

2.4 The Contractor is not responsible for any delays occasioned by acts of God, weather conditions, acts of the Owner, strikes, riots, the impossibility of obtaining materials or labour, or any other conditions beyond the Contractor's control.

## **3. PRICE AND PAYMENT**

3.1 The Owner agrees to pay to the Contractor the sum of \$\_\_\_\_\_ (GST incl.) in progress payments based on the work completed at a given date.

All payments made herein are subject to a holdback of 7.5% of such payment. Said holdback shall be held by the Owner until Substantial Completion has been confirmed in writing by the Operations Manager of the Owner. Such holdback will be paid to the Contractor upon approval of Substantial Completion.

All payments by the Owner made to the Contractor will be made within thirty (30) days of receipt of invoice from the Contractor.

3.2 The Owner will be invoiced by email, to [accounts@whereyoubelong.ca](mailto:accounts@whereyoubelong.ca) and/or by hard copy to Box 267, Niverville, Manitoba, R0A 1E0.

3.3 The Contractor reserves the right not to proceed to the next stage of Work until it has received a progress payment for the stage of Work most recently completed.

3.4 It is understood and agreed that the Contractor shall be entitled to receive all payments promptly in accordance with this Agreement without holdback or trust conditions imposed upon the Contractor or its solicitor other than expressly authorized pursuant to the terms of this Agreement.

3.5 Should the Contractor not Substantially Complete the Exterior of the Project by the Owner reserves the right to recover liquidated damages from the Contractor.

3.6 Liquidated damages will be recovered at the expense of the Contractor based on the actual cost to Owner to a maximum cost of \_\_\_\_\_ \$ per week.

3.7 Costs under liquidated damages include but not limited to: site servicing (fencing), staffing costs, re-advertising costs and all other unforeseen project costs resulting from said delay of the Work.

## **4. OWNER'S OBLIGATIONS**

4.1 The Owner shall give the Contractor unimpeded access to the Project during the hours of \_\_\_\_\_ to \_\_\_\_\_, Monday through Saturday for the duration of the construction or at such other times as the parties may agree in writing. Should the Owner cause interference with the Contractor, its subcontractors or suppliers of materials which result in increased costs or delay, the Contractor shall have such additional time required to complete the Work and any increased cost resulting therefrom shall be paid by the Owner to the Contractor.

4.2 The Owner shall supply all water, electricity and other utilities to the Project to perform the Work.

## **5. CONTRACTOR'S OBLIGATIONS**

5.1 Labour and Equipment - The Contractor shall supply all labour, tools, equipment, machinery and other services necessary to perform the Work.

5.2 Compliance with Law – The Contractor shall give all required notices, obtain all required permits, and comply with all laws, ordinances, rules regulations, code and orders of all authorities having jurisdiction which are, or become in force during the performance of this Agreement and which relate to the Work, the preservation of public health or construction safety.

5.3 Clean-Up – The Contractor shall, as practically allowed by the progression of the Work leave the Project safe and clean at the end of each day that it performs any of its Work on the Project. The Contractor shall clean up and remove all debris from the Project upon completion of the Project. If other cleaning services, such as, professional cleaner, power vacuuming of ductwork or window washing, are required, these items will be listed in the specifications.

## **6. CHANGES IN THE WORK**

6.1 The Owner shall have the right, without invalidating this Agreement, to require changes in the Work.

6.2 No change in the Work shall be proceeded with unless the parties have first agreed in writing, or the Owner has provided written authorization directing the Contractor to make such change. The cost of the change in the work will be included in the change order.

6.3 All changes to the Work must be approved in writing by the Owner or his designate.

## **7. BUILDERS' LIENS ACT & INSURANCE**

### **7.1 BUILDERS' LIENS ACT**

(a) The Contractor shall, and does hereby agree to, indemnify and save the Owner harmless from and against all losses, claims, costs (including court costs, expenses and professional fees paid, including legal fees on a solicitor and own client basis) incurred by the Owner arising out of or related to any duty or obligation imposed on the Owner by The Builders' Liens Act in respect of any work carried out by or on behalf of the Owner pursuant to this Agreement, or any work carried out by or on behalf of the Owner within the Project.

(b) The Contractor undertakes and agrees to indemnify and save harmless the Owner from and against all claims for damages arising from the construction referred to in this Agreement during the course of construction thereof and until the said construction has been accepted by the Owner in accordance with the provisions of this Agreement, together with all costs, charges and expenses arising by reason of, or in connection with, such claims which may arise as a result of the performance of the terms of this Agreement. It is further understood and agreed between the parties hereto that upon the Owner entering into this Agreement it shall not be liable in any manner whatsoever to the Contractor dealing with any aspect of the proposed Project other than as set out herein.

7.2 The Contractor shall provide, maintain, and pay for a contractor's liability insurance policy to provide coverage in an amount and form satisfactory to the Town. Minimum coverage shall be:

(i) Statutory Worker's Compensation - as required by law.

(ii) The Contractor shall provide, prior to the commencement of any construction, and maintain Commercial general liability insurance, in the amount of at least three million dollars (\$3,000,000.00) all inclusive, with the Owner being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period.



All deductibles shall be borne by the Contractor. The Contractor shall provide the Owner with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the Owner, at least two (2) Business Days prior to the commencement of any Work in the Project.

7.3 The Contractor is responsible for all materials on site provided by the Contractor for the Work in the contract until it is installed except in the case of negligence by the Owner.

## **8. WARRANTY**

8.1 The Contractor shall, at its expense, mend, repair and make good any defaults or defects in the Work arising from improper materials or workmanship which appear within months from the date of substantial performance of the Work. To rely on this warranty, the Owner must have given notice to Contractor of the alleged default or defect within the month period.

8.2 The Contractor agrees to assign to the Owner any and all existing guarantees and warranties with respect to any labour, materials and equipment supplied or performed, supplied by the Contractor, any subcontractor and/or supplies, materials and equipment or the manufacturers thereof.

## **9. ENTIRE AGREEMENT**

9.1 This Agreement represents the entire agreement between the parties and there are not any representations, warranties, collateral agreements or conditions affecting this Agreement except as set out herein. Any changes to the Agreement must be in writing and signed by the parties hereto.

## **10. ASSIGNMENT**

10.1 This Agreement shall not be assigned, in whole or in part, without the written consent of the other party, which consent will not be unreasonably withheld.

## **11. ENUREMENT**

11.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, legal representatives, successor and permitted assigns.

## **12. NOTICE**

12.1 Any notice to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid mail or sent by telecopy addressed to the party to whom it is to be given at the following address:

To the Contractor:

To the Owner:

*Eric King*

*Town of Niverville*

*Box 267*

*Niverville, Manitoba R0A 1E0*

[finance@wheretheybelong.ca](mailto:finance@wheretheybelong.ca)

All such notices shall:

- (a) If delivered or emailed, be deemed to have been given upon receipt;
- (b) If transmitted by telecopy, be deemed to have been given on the next business day following the day they were sent; and
- (c) If mailed, be deemed to have been given on the fifth business day following the day they were mailed.

In the event of disruption of normal postal service, notice shall be given by delivery or telecopy only.

**13. GOVERNING LAW**

13.1 This Agreement shall be governed by the laws of the Province of Manitoba and the laws of Canada applicable thereto.

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

**NAME** \_\_\_\_\_

\_\_\_\_\_  
Witness

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

**NAME** \_\_\_\_\_

\_\_\_\_\_  
Witness

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

**SCHEDULE "A"**

See attached RFP by Owner and Costing by Contractor.