

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	May 28, 2019
Originated By:	Karen Young, Executive Assistant
Title:	Unfinished Business – Mighty Peace Wireless
File:	0117

BACKGROUND/PROPOSAL:

At the April 23, 2019 Regular Council Meeting Joseph Cassidy of Mighty Peace Wireless came as a delegation to propose the placement of an internet tower within the Village of Hines Creek.

Councils' recommendation was to place the tower on lands:

Roll 328.000

Plan 5849 KS

1127-1st Avenue 0.20 Acres (fenced compound where the Villages lift station is located.)

Council passed the following motion on April 23, 2019:

C-129-19 RESOLUTION by Deputy Mayor Zavisha that this Council agree to forward a letter of intent to enter into an agreement with Mighty Peace Wireless to place an internet tower on lands: Plan 5849 KS 1127-1st Avenue subject to an approved development permit. CARRIED.

Mighty Peace Wireless filed the development application form with the Villages Development Officer and upon review the Development officer noted that Mighty Peace Wireless did not have setbacks listed. Joseph Cassidy asked for assistance with the setbacks and upon review of the Villages land use bylaw I could not determine what the setbacks would be for this development.

I spoke with Karen Diebert and Jan Sotocinal of MMSA with regard to setbacks for this development permit application and as there is nothing in the Villages Land Use Bylaw that relates to this type of development within the A-UR District. MMSA recommends that being that the tower will be constructed on a public utility lot that Council allow Mighty Peace Wireless to proceed with the placement of the tower as per their expertise in this regard they would know appropriate location on the site and that Council forego the need for a development application.

RECOMMENDED ACTION:

- 1.) That this Council rescind Resolution C-129-19 and further forego the need for a development permit for this development being the placement of an internet tower site on Plan 5849 KS, 1127-1st Avenue as per MMSA recommendation.
- 2.) That this Council enter into agreement with Mighty Peace Wireless for the rental of a space 10x10 feet located at 1127-1st Avenue within the Village of Hines Creek property known as the sewage lift station compound for the sum of \$365.00 (three hundred and sixty five dollars) per year due and payable to the Village of Hines Creek the first day of January of each year during the tenancy.

Initials show support- Reviewed by:

Manager:

C.A.O. **4a**

3rd AVE W.

13th ST.

V.L.A

A B

LIFT STATION

10.42m

7.32m

C of T

4

C of T

9

10

15

18

LOT 1

12th ST.

11th ST.

10

1

LOT 2

NEW W.T.P.

PUMP HOUSE

7.61m

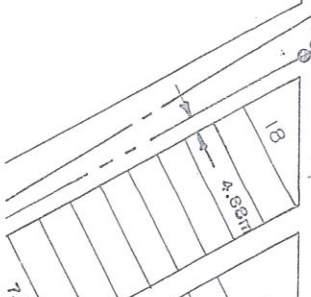
C of T

7

1

18

5



MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____, 2019.

BETWEEN:

VILLAGE OF HINES CREEK
Box 421
Hines Creek, Alberta
T0H 2A0
(hereinafter referred to as the "Lessor")

OF THE FIRST PART

-and-

MIGHTY PEACE WIRELESS
Box 1255
Fairview, Alberta
T0H 1L0
(hereinafter referred to as the "Lessee")

OF THE SECOND PART

WHEREAS, the Lessor wishes to enter into a lease agreement for the rental of a space of 10 x 10 feet, to place an internet tower located on Village of Hines Creek property within the sewage Lift Station compound.

NOW THEREFORE, the parties to this Agreement, in consideration of the promises and mutual terms, covenants and conditions to be observed and performed by each party, agree as follows;

1. The Lessor is the registered owner of the property located in Hines Creek, Alberta legally described as follows:

Plan 5849 K.S.
In the Village of Hines Creek
At: 1127-1st Avenue

(hereinafter referred to as the "Lift Station Compound")

2. The Lessee agrees to rent part of the compound and the small building located on this property for the sum of three hundred and sixty five dollars (\$365.00) per year, due and payable to the Lessor on the first day of January of each year during the tenancy.

3. The Lessor or his representative may enter the compound by giving the Lessee notice in accordance with the Landlord and Tenant Act.

- a) In case of an emergency;
- b) If the unit is abandoned;
- c) To inspect the state of repair of the premises;
- d) To daily Lift Station reports;
- e) To do Lift Station repairs

4. The Lessee shall, without limiting his obligations or liabilities herein, at his own expense provide and maintain comprehensive General Liability Insurance in the amount of not less than \$1,000,000.00 inclusive per occurrence, against damage, including loss of use thereof. The Lessor shall be named as an additional named insured on the insurance policy.

5. The Lessor shall not be responsible for any injury, loss or damages sustained by the Lessee, its employees or agents as a result of the use of the compound.

6. The Lessor shall insure the property as owner but not the contents owned by the Lessee.

7. The Lessee shall indemnify and save harmless the Lessor, his employees and agents from all claims, damages, costs, losses, expenses, actions and suits caused by or arising out of, directly or indirectly, the performance of this Agreement by the Lessee or by reason of any matters or things done or omitted to be done by the Lessee, his subcontractor, agents or employees or whether occasioned by negligence or otherwise. The Lessor shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Lessee, his employees, agents or servants in the performance of this Agreement.

8. The Lessee may not assign, sublet, or re-rent the compound without the prior consent in writing of the Lessor.

9. Either party of this agreement may terminate this Agreement by serving the other party with a one month's written notice of intent to withdraw from the Agreement.

10. For the purposes of giving notice under this Agreement, the address shall be:

Of the Lessor:

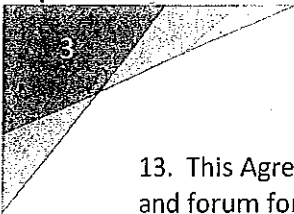
Village of Hines Creek
Box 421
Hines Creek, Alberta
T0H 2A0

Of the Lessee:

Mighty Peace Wireless
Box 1255
Fairview, Alberta
T0H 1L0

11. This Agreement may be amended from time to time by mutual consent of both parties hereto. This Agreement forms the entire contract between the parties. No other terms, representatives or warranties are to be inferred or implied herein.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto administrators, successors and approved assigns, if any.



MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____, 2019.

13. This Agreement shall be interpreted and governed according to the laws of the Province of Alberta and forum for all disputes shall be the Courts of the Province of Alberta.

14. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiation and documents relating hereto.

IN WITNESS THEREOF, the parties hereto have affixed their hands this ____ day of _____, 2019.

Witness

Mayor,
Village of Hines Creek

Witness

Chief Administrative Officer,
Village of Hines Creek

Witness

Owner,
Mighty Peace Wireless

SAMPLE