

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	September 8, 2020
Originated By:	Kimberley Kuntz, Administrative Assistant
Title:	New Business – Mighty Peace Wireless Agreement
File:	0117

BACKGROUND/PROPOSAL:

On May 28, 2019 an agreement was signed with Mighty Peace Wireless to lease a 10 x 10 foot space from the Village within the Lift Station Compound for the purpose of an internet tower.

The tower has since been constructed and on September 1, 2020 Mighty Peace Wireless tied into the electricity service at the Lift Station. There is no specific mention of the Village supplying electricity to the tower in the agreement.

Attached:
Mighty Peace Wireless Agreement

RECOMMENDED ACTION:

That Council review the current agreement and discuss whether to amend the current agreement.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>lw</i>
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MEMORANDUM OF AGREEMENT MADE THIS 30 DAY OF May, 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

MEMORANDUM OF AGREEMENT
VILLAGE OF HINES CREEK/MIGHTY PEACE WIRELESS

MEMORANDUM OF AGREEMENT MADE THIS 28 DAY OF May, 2019.

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:

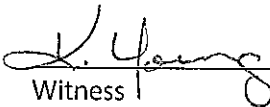
Mighty Peace Wireless
Box 1255
Fairview, Alberta
T0H 1L0
11. This Agreement may be amended from time to time by mutual consent of both parties hereto. This Agreement forms the entire contract between the parties. No other terms, representatives or warranties are to be inferred or implied herein.
12. 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 28 DAY OF May, 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.

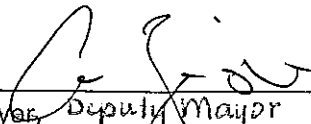
14. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiation and documents relating hereto.


IN WITNESS THEREOF, the parties hereto have affixed their hands this 11 day of June, 2019.


Witness


Witness


Witness


Mayor, Deputy Mayor
Village of Hines Creek


Chief Administrative Officer,
Village of Hines Creek


Owner,
Mighty Peace Wireless