

AGENDA

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LONGVIEW

In the Province of Alberta, held on Tuesday, April 16, 2019 at
Village of Longview Community Hall Commencing at 6:00 p.m.

1.0 **CALL TO ORDER**

2.0 **AGENDA**

3.0 **CLOSED MEETING** - Section 29(1)(b) of the *Freedom of Information and Protection of Privacy Act*

3.1 Auditor – Financial Report

4.0 Recess to move to the Community Hall and provide time for the public to join the meeting

5.0 **RECONVENE** at 6:30 p.m.

6.0 **DELEGATIONS** Presentation of the Village of Longview Financial Statements by Auditors

A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented.

7.0 **CORRESPONDENCE FROM RESIDENTS**

8.0 **MINUTES**

8.1 Minutes Regular Council Meeting – March 25, 2019

8.2 Minutes Committee of the Whole – April 3, 2018

9.0 **REPORTS**

6.1 CAO Report –

6.2 Peace Officer Report – March

6.3 Public Works Report – March/April

6.4 Council Reports

10.0 **FINANCIAL REPORTING**

10.1 Bank Reconciliation March 2019

10.2 Accounts Payable Cheque Register – March, 2019

10.3 Statement of Revenue & Expenses

11.0 **PUBLIC DISCUSSION**

12.0 **BYLAWS**

12.1 Bylaw 420-19 Council Procedural - 2nd Reading

13.0 **BUSINESS**

13.1 RFD Strawberry Tea

13.2 RFD Oilfields High School Request Donation

13.3 RFD EV Charging Station Agreement

13.4 RFD Library alternate representative

13.5 RFD Light Up Property Use Agreement

13.6 RFD Gully Vegetation Control

14.0 **CORRESPONDENCE**

15.0 **CLOSE MEETING**

Section 197(2) of the Municipal Government Act specifies that a council may close all or part of a meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of FOIPP. The exceptions include matters where disclosures could be harmful to personal privacy, individual or public safety, law enforcement, intergovernmental relations, or economic or other interests. No bylaw or resolution can be passed at an in-camera meeting except a resolution to revert to the council meeting in public or to recess.

16.0 **ADJOURNMENT**

MINUTES OF THE REGULAR MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Monday, March 25, 2019 in
Longview Community Hall commencing at 6:30 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Christina Weir
Chief Administrative Officer Dale Harrison

Absent: Councilor Len Kirk

15 people in the gallery

CALL TO ORDER

Mayor Wight called the meeting to order at 6:33 p.m.

AGENDA

Item 10.2 postponed for quorum

Resolution 051-19

MOVED by Deputy Mayor Weir that the agenda be adopted as amended. **CARRIED**

DELEGATIONS

Jim Smith – Foothills County Fire Chief
Fire Smart – Community driven – Community defined as 20 homes, next to Fire protection zone. Fire Department is a resource. Best time to burn spring and fall.

Michelle Toombs – Marigold Library
Thanks to Jan Dyck volunteer local and Marigold
Must comply with provincial guidelines – or grants withheld
Letter of appointment for members.
Library use is increasing - Longview 181 card holders. 3400 items, 10% ebooks, diverse lending beyond books
Marigold building new building in Strathmore

CORRESPONDENCE FROM RESIDENTS

None

MINUTES OF PREVIOUS MEETINGS

Feb 19, 2019 Regular Council Meeting
March 6, 2019 Committee of the Whole

Resolution 052-19

MOVED by Mayor Wight that Meeting Minutes of Feb 19, 2019 Regular Council Meeting, and March 6, 2019 Committee of the Whole be adopted as presented. **CARRIED**

REPORTS

CAO Report

CAO Harrison summarized the report submitted to Council.

Peace Officer Report

CAO Harrison reviewed traffic fine statistics from February.

Public Works Report

Public Works Reports as submitted previously to Council.

Council Reports

Mayor Wight

- SRRUC – using their wells
- Westwinds – Rowan House looking to partner

MINUTES OF THE REGULAR MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Monday, March 25, 2019 in
Longview Community Hall commencing at 6:30 p.m.

- Long term service award
- Committee of the Whole – Council Procedure
- Joint Steering – RCMP patrols increasing in rural
 - Joint Christmas Party – BD redrawing,
- Pancake Supper
- Next Council Meeting – April 16 election day

Deputy Mayor Weir –

- DARE – coming up for review of trustees, may be in trouble
- School – anti-bullying fieldtrip Calgary Hitman
- Branding – received logo design from designers
- EDC – Foothills Tourism meeting – good speakers, Banding together,

Resolution 053-19 **MOVED** by Deputy Mayor Weir that the reports be accepted as presented. **CARRIED**

FINANCIAL REPORTS

Bank Reconciliation – January, February 2019
Accounts Payable Cheque Register - February, 2019
Variance Report – not available

Resolution 054-19 **MOVED** by Mayor Wight that the Financial Reports be accepted as presented. **CARRIED**

PUBLIC DISCUSSION

Kathie Selbee – WTP Grants
SRRUC WTP operators contracts

BYLAWS

Bylaw 420-19 Council Procedure

Resolution 055-19 **MOVED** by Mayor Wight that Bylaw 420-19 Council Procedure be postponed to April COW **CARRIED**

BUSINESS

10.1 – RFD Inter-municipal Subdivision Appeal Board Agreement

Resolution 056-19 **MOVED** by Deputy Mayor Weir that the Village enter into the Inter-municipal Subdivision Appeal Board Agreement with the Towns of Turner Valley and Black Diamond. **CARRIED**

10.2 – RFD Judy Wiebe Retirement Gift

Resolution 057-19 Postponed

10.3 – FYI Joint Steering Committee Attendance

Resolution 058-19 **MOVED** by Mayor Wight that the representation at the quarterly meetings remain two Council voting members and the CAO **CARRIED**

MINUTES OF THE REGULAR MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Monday, March 25, 2019 in
Longview Community Hall commencing at 6:30 p.m.

CORRESPONDENCE	None
CLOSE MEETING Resolution 059-19	MOVED by Mayor Wight that the Council close the meeting to the public under FOIP Regulation 18 (1)(a)(d) at 8:25 p.m. CARRIED
Resolution 060-19	MOVED by Mayor Weir that the Council return to the public meeting at 8:48 p.m. CARRIED
	Checked door to invited any public back into meeting.
ADJOURNMENT Resolution 062-19	MOVED by Mayor Wight adjourned the meeting at 8:51 p.m. CARRIED

Mayor

CAO

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Wednesday, April 3, 2019 in
Longview Village commencing at 6:30 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Christina Weir
Councilor Len Kirk
Chief Administrative Officer Dale Harrison

1 person in the gallery

CALL TO ORDER

Mayor Wight called the meeting to order at 6:34 p.m.

AGENDA

Library Request
Garbage Bylaw
Selbee Letter
Strawberry Tea
Gully Burn
Sage Hall Rental
FCSS

Resolution 063-19 Deputy Mayor Weir that the agenda be adopted as amended.

CARRIED

BUSINESS

Bylaw 420-19 Council Procedure

Review draft version of the bylaw no changes required to present at the April 16th Council meeting for 2nd & 3rd Reading.

Bylaw 403-17 Animal Control

Postponed to review individually and submit suggested amendments to CAO for incorporation in draft for May COW meeting.

Rec Board Expectations

Table to next COW meeting to review Rec Board Bylaw

Library – not to let people into the Library when the Library is not open.

Garbage – apply universally pickup

Selbee Letter – to be discussed with administration

Strawberry Tea – should be under FCSS

FCSS – Funding has been determine

Gully Burn – Fire Dept won't do burn because too much fuel. Request a confirmation in writing

Sage – Hall – admin to check policy on free use

Light Up Longview Agreement

A couple of suggested revisions then bring to April Council Meeting.

MD re-districting lagoon for Solar Project

CLOSE MEETING

FOIP 18(1)(e) matters before administrative tribunals affecting the local public body,

Resolution 064-19

MOVED by Deputy Weir to Close the meeting to the public at 8:53 p.m.

CARRIED

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Wednesday, April 3, 2019 in
Longview Village commencing at 6:30 p.m.

Resolution 065-19 **MOVED** by Mayor Wight to Open the meeting to the public at 9:24 p.m.

Check to see if any residents were around to re-enter the meeting.

ADJOURNMENT

Resolution 066-19

MOVED by Mayor Wight to adjourn the meeting at 9:25 p.m.

CARRIED

Mayor

CAO



VILLAGE OF LONGVIEW
CAO REPORT TO COUNCIL

TO: Council
FROM: Dale Harrison
SUBJECT: CAO Report for March 15th – April 10 , 2019
DATE: April 12, 2019

Development:

- EV Charging station – legal updates and insurance confirmation
- County – initiated the redistricting of the lagoon quarter to Solar

Financial:

- Interview & hired new Finance Clerk
- Signed Agreement for MCCAC grants \$148,000
- Coding for Capital Projects
- MSI documentation of 2018 SFE
- MSI 2019 Capital Project
- 2/3 complete 2019 Budget
- Response to numerous Auditor inquiries

Public Works / Infrastructure

- Gully burn – spring – fall
- Water leak chasing
- Sewer backup in LNY Estates
- Discussion on handling burn barrel removal

Bylaw

- Peace Officer review
- Solicitor General Peace Officer Program

Tax & Assessment

- Export assessment file for Assessors

Office

- Draft Agreement for Light Up
- Orientation and training on AP and office
- IT get new email for Linda

Meetings

- April EDC
- April Committee of the Whole
- Attended Asset Management Cohort in Lethbridge (2 days)
- Solar Project – Conference Call

Village of Longview Municipal Enforcement

Report to Council March 2019

Stats are compiled from the month of March 2019 .

Tickets Issued	Face value	Highest speed(s) clocked	Other violations	Expected return
35	\$13198	30 Zone 62km/hr-30 59km/hr-30 55 km/hr-30 50 Zone 106km/hr-50x2 95 km/hr-50 90km/hr-50 70 Zone- 116 km/hr-70 100 km/hr-70x 2	Operate unregistered motor vehicle on highway 3 NO valid insurance x3 6 Mandatory court appearances	\$7918.80

September Events

Steady Traffic Flow –

Not all speeds were added just top speeds were added.

Mandatory Court appearances 6

- Expected Return is approximate until mandatory courts dates have passed.

6 School Visits-

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Village daily tasks

Mar 18

Daily routine, Unload new picnic tables for campground, Pump out vault in shop yard, Snow removal.

Mar 19

Daily routine, Snow and ice removal, Set up pump in shop yard vault, Put together one picnic table for campground.

Mar 20

Daily routine. Investigate possible water main leak.

Mar 21

Daily routine, Meet with Epcor and MD WW and investigate/Pin point possible water main leak.

Mar 22

Daily routine, Garbage pick-up, Investigate possible water main leak, water meter readings.

Mar 23

Daily routine, Set up community hall for council meeting, Put together picnic tables.

Mar 24

Daily routine, Change sign board, Put together picnic tables, Pick up garbage around info center parking lot.

Mar 27

Daily routine, water main investigation, Pick-up supplies in HR, Meet with Shawyne Excavating for sewer main back-up in trailer court.

Mar 28

Daily routine. Meet with Shawyne Excavating and clean all water main gate valves. Check over truck and dump trailer.

Mar 29

Daily routine, Garbage pick-up, Meeting with MDWW operators on water line isolation and gate valve status and operation list. Turn on curb stop at 302 Twin Cities Dr.



**2019 Village of Longview
Accounts Payable Cheque List**

From: 2019/03/01 To: 2019/03/31

Vendor Name	Purpose	Cheque	Date	Amount
AMSC Insurance Services Ltd.		9071	2019/03/28	\$1039.72
AMSC Insurance Services Ltd.		9045	2019/03/06	\$675.72
ATB Financial Mastercard		9072	2019/03/28	\$103.65
Alberta Municipal Services		9057	2019/03/14	\$5361.32
CDM Mechanical		9046	2019/03/06	\$170204.18
Caumartin, Justin		9058	2019/03/14	\$65.00
Contain-A-Way Services		9047	2019/03/06	\$158.18
Convergia Networks Inc.		9059	2019/03/14	\$4.74
Crestline		9048	2019/03/06	\$25000.00
D.A.R.E. Works Society		9049	2019/03/06	\$132.85
Digitex Canada Inc.		9050	2019/03/06	\$101.86
Eastlink		9060	2019/03/14	\$15.75
Eastlink		9051	2019/03/06	\$94.45
Eastlink		9073	2019/03/28	\$94.45
Folkard, June		9061	2019/03/14	\$65.00
Foothills Regional Service		9062	2019/03/14	\$323.00
Iron Mountain Canada		9063	2019/03/14	\$49.53
Longview Fas Gas		9052	2019/03/06	\$704.19
MPE Engineering Ltd (billing)		9065	2019/03/14	\$9407.44
Majchrowski, Nicki		9064	2019/03/14	\$600.00
Matrix Solutions Inc.		9074	2019/03/28	\$584.01
Outdoor Furniture Worx	Cancelled	9066	2019/03/14	\$2205.00 *
Outdoor Furniture Worx	Cancelled	9053	2019/03/06	\$2205.00 *
Outdoor Furniture Worx		9070	2019/03/14	\$2100.00
Receiver General		9075	2019/03/28	\$5522.69
Superior Safety Codes Inc.		9054	2019/03/06	\$49.14
Telus Communications		9076	2019/03/28	\$280.75
Telus Communications		9055	2019/03/06	\$282.74
Telus Communications		9067	2019/03/14	\$463.05
Telus Mobility		9068	2019/03/14	\$285.10
Village of Longview		649	2019/03/05	\$8069.76
Weir, Christina		9056	2019/03/06	\$405.00
Western Wheel		9069	2019/03/14	\$97.13
Workers' Compensation Board		9077	2019/03/28	\$1368.39
			34 cheques for	233708.79

General	2018 Interim Budget		2018 Actual		2019 Actual		Total Number of Trx Posted	Last Trx Post Date	2019 Budget		Percent Variance	
	Budget								Minus Actual	Amount		Variance
Summary												
Total General Revenue	\$	(566,814.00)	\$	(580,072.98)	\$	(27,479.98)	28		\$	(539,334.02)	5%	
Total Legislative Revenue	\$	-	\$	(7,901.87)	\$	-	0		\$	-	100%	
Total Administration Revenue	\$	(29,180.00)	\$	(60,192.26)	\$	(3,348.82)	36		\$	(25,831.18)	11%	
Total Protective Services Revenue	\$	(66,800.00)	\$	(85,224.00)	\$	(18,502.00)	56		\$	(48,298.00)	28%	
Total Emergency Services Revenue	\$	-	\$	-	\$	-	0		\$	-	100%	
Total Common Services Revenue	\$	-	\$	-	\$	-	0		\$	-	100%	
Total Roads & Sidewalks Revenue	\$	(17,000.00)	\$	(14,788.72)	\$	(2,820.00)	1		\$	(14,180.00)	17%	
Total Utility Service Revenues	\$	(207,050.00)	\$	(253,482.23)	\$	(24,961.04)	34		\$	214,937.32	12%	
Total Planning & Development Revenue	\$	(4,000.00)	\$	(6,221.68)	\$	(1,054.40)	1		\$	(2,945.60)	26%	
Total Community Services Revenue	\$	(61,720.00)	\$	(62,179.84)	\$	(4,400.67)	235		\$	(57,319.33)	7%	
Revenue	\$	(952,564.00)	\$	(1,070,063.58)	\$	(82,566.91)			\$	(472,970.81)		
Total General Expenditures	\$	149,314.00	\$	149,315.02	\$	43,169.88	3		\$	106,144.12	29%	
Total Legislative Expenditures	\$	33,300.00	\$	25,015.51	\$	2,514.31	15		\$	30,785.69	8%	
Total Administration Expenditures	\$	242,805.00	\$	240,883.79	\$	58,138.92	146		\$	184,666.08	24%	
Total Protective Services Expenditures	\$	81,700.00	\$	83,069.22	\$	15,864.08	35		\$	65,835.92	19%	
Total Emergency Services Expenditures	\$	50.00	\$	295.30	\$	-	1		\$	50.00	0%	
Total Common Services Expenditures	\$	81,850.00	\$	76,761.34	\$	15,153.34	41		\$	66,696.66	19%	
Total Roads & Sidewalks Expenditures	\$	17,600.00	\$	17,649.92	\$	3,032.55	5		\$	14,567.45	17%	
Total Utility Service Expenditures	\$	251,701.00	\$	308,358.37	\$	20,689.51	70		\$	(81,277.29)	132%	
Total Planning & Development Expenditures	\$	4,480.00	\$	6,823.04	\$	46.80	2		\$	4,433.20	1%	
Total Community Services Expenditures	\$	82,453.00	\$	73,991.16	\$	9,196.41	53		\$	73,256.59	11%	
Expenditures	\$	945,253.00	\$	463,306.87	\$	167,805.80			\$	465,158.42		
Net General	\$	(417,500.00)	\$	(430,757.96)	\$	15,689.90	31		\$	(433,189.90)	-4%	
Net Legislative	\$	33,300.00	\$	17,113.64	\$	2,514.31	15		\$	30,785.69	8%	
Net Administration	\$	213,625.00	\$	180,691.53	\$	54,790.10	182		\$	158,834.90	26%	
Net Protective Services	\$	14,900.00	\$	(2,154.78)	\$	(2,637.92)	91		\$	17,537.92	-18%	
Net Emergency Services	\$	50.00	\$	295.30	\$	-	1		\$	50.00	0%	
Net Common Services	\$	81,850.00	\$	76,761.34	\$	15,153.34	41		\$	66,696.66	19%	
Net Roads & Sidewalks	\$	600.00	\$	2,861.20	\$	212.55	6		\$	387.45	35%	
Net Utility Service	\$	44,651.00	\$	54,876.14	\$	(4,271.53)	104		\$	133,660.03	0%	
Net Planning & Development	\$	480.00	\$	601.36	\$	(1,007.60)	3		\$	1,487.60	-210%	
Net Community Services	\$	20,733.00	\$	11,811.32	\$	4,795.74	288		\$	15,937.26	23%	
Total Annual Amortization Expenditures	\$	-	\$	-	\$	-	0		\$	-	100%	
Net Deficit (Surplus)	\$	(7,311.00)	\$	(87,900.91)	\$	85,238.89			\$	(7,812.39)		
Revenue from Balance Sheet	\$		\$	(965,688.90)	\$	(82,566.91)			\$	(397,026.28)	Grants	
Expenditure from Balance Sheet	\$		\$	463,306.87	\$	167,805.80			\$	312,288.78	Capital Expense	
Net Deficit (Surplus)	\$		\$	(502,382.03)	\$	85,238.89			\$			
Checksum Difference	\$		\$	414,481.12	\$	0.00			\$			

**VILLAGE OF LONGVIEW
BYLAW NO. 420-19
COUNCIL PROCEDURES**

BEING A BYLAW OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE PROCEDURE AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS

WHEREAS the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, provides that a council may pass bylaws in relation to the procedure and conduct of Council and committees established by Council, and may regulate the conduct of Councillors and members of committees established by Council; and

WHEREAS the Council of the Village of Longview considers it desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council Committee meetings in the Village of Longview;

NOW THEREFORE the Council of the Village of Longview, duly assembled, enacts as follows:

Citation

1. This bylaw may be cited as “Council Procedure Bylaw.”

Definitions

2. In this bylaw
 - a. “Administrative Inquiry” means a request from Council, a Councillor or a member of a Committee of Council, or a resident of the municipality to the administration, for the future provision of information and report;
 - b. “Agenda” means the statement of the order of business to be discussed;
 - c. “Bylaw” means a bylaw of the Village of Longview
 - d. “CAO” means the Chief Administrative Officer or their delegate, for the Village of Longview;
 - e. “Committee” means any committee, board, or task force created by bylaw or resolution of the Council in the Village of Longview;
 - f. “Committee of the Whole” means a meeting that permits Council to function informally and with freedom of debate provided that any and all decisions are to be referred to a regular or special meeting of Council;
 - g. “Council” means an elected official of the Village of Longview;
 - h. “Delegation” means a person that has the permission of Council to appear before Council, or before a committee of Council, to provide pertinent information and views about a subject before Council or committee of Council;
 - i. “Member” means a Councillor or a person at large appointed by Council to a committee of Council;

- j. "Meeting" means a meeting of Council or a committee of Council;
- k. "Point of Order" means a demand by a member that the presiding officer at a meeting enforce the rules of the procedure;
- l. "Point of Privilege" means a request made to the presiding officer of Council on any matter related to the rights and privileges of Council or individual Councillors and includes: the organization or existence of Council, the conduct of members, the conduct of employees or members of the public in attendance at the meeting;
- m. "Presiding officer" means
 - i. in the case of a Council meeting, the Mayor or Deputy Mayor of the Village of Longview; or
 - ii. in the case of meeting of a committee of Council, the individual appointed as the chair of that committee.
- n. "Public" means any person who is a resident or business operator in the Village of Longview.
 - i.
- o. "Public Hearing" means a meeting of Council convened to hear matters pursuant to the *Municipal Government Act*, and any other Act, or any other matter at the direction of Council;
- p. "Question Period" means the portion of a meeting where a person may address Council.
- q. "Request for Decision" is the means by which a member or administration brings business before Council;

Applicability

- 3. This bylaw applies to all the public, members and staff attending meetings of Council and committees of Council of the Village of Longview.

Mayor and Deputy Mayor

- 4. The position of Mayor and Deputy Mayor shall be one (1) year in duration and chosen during the annual Organizational Meeting of Council.

Council Meetings

- 5. Regular meetings of Council shall be held at a location and on a day and at a time to be set by resolution at a Council meeting at which all the Councillors are present. When the meeting day falls on a statutory holiday, the meeting shall be held on the following day which is not a statutory holiday, unless otherwise set by resolution of Council.
- 6. Special meetings of Council shall be scheduled by Council in accordance with the provisions of the Municipal Government Act.

Quorum

7. Two Councillors constitute a quorum for a Council meeting and for a meeting of the Committee of the Whole. If a quorum is not present within fifteen (15) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting.
8. Meetings of Committees of Council require a quorum of 50% of all members in order to conduct a meeting. If a quorum is not present the members present shall make a record of their attendance and stand adjourned to the next scheduled meeting date.

Conduct of Council Meetings

9. Each member or delegate shall address the Council through the presiding officer but shall not speak until recognized by the presiding officer.
10. When addressing Council a member, delegate or the public shall:
 - a. not address Council without permission;
 - b. remain orderly and quiet;
 - c. not carry on a private conversation;
 - d. not shout, raise his/her voice or use offensive, disrespectful, or unkind words in referring to any member, or to any official or staff member of the Village or any member of the public;
 - e. not reflect on any vote of Council except when moving to rescind it and shall not reflect on the motives of the members who voted on the motion, or the mover of the motion;
 - f. not applaud or otherwise interrupt any speaker or action of the Members, or any other person addressing Council.
 - g. assume personal responsibility for any statement he quotes to Council or upon request of Council shall give the source of the information.
11. The presiding officer may rule any member out-of-order for failing to observe any of the restrictions in section 10.
12. A member called to order or ruled out-of-order shall immediately cease to speak, but may afterwards explain, and the Council, if appealed to, shall decide on the point of order without debate; if there is no appeal, the decision of the presiding officer shall be complied with.
13. The presiding officer may expel from a meeting any member, delegate, or any person from the public, who disturbs the proceedings of that meeting.
14. The presiding officer may request an RCMP or Peace Officer to remove the person expelled if the person refuses to leave.
15. In all cases not provided for in this bylaw, the "Revised Robert's Rules of Order" shall be followed and in such cases the decision of the presiding officer shall be final and accepted without debate.

- a. In the event of conflict between the provisions of this bylaw and the “Revised Robert’s Rules of Order,” the provisions of this bylaw shall apply.

Council Resolutions

16. A resolution may be withdrawn at any time before voting, subject to no objection from any member.
17. The following resolutions are not debatable by Council:
 - a. adjournment,
 - b. recess,
 - c. question of privilege,
 - d. point of order,
 - e. limit debate on the matter before members,
 - f. division of a question,
 - g. refer,
 - h. postpone the matter to a time certain.
18. A motion to refer shall include
 - a. the terms on which the matter is being referred;
 - b. the time when the matter is to be returned;
 - c. whatever other explanation is necessary as to the purpose of the motion;
19. A motion to postpone any matter shall include
 - a. the time at the present meeting or the date of a future meeting to which the matter is to be postponed, or
 - b. a provision that the matter is to be postponed indefinitely.
20. A member may move a motion to adjourn a meeting at any time, except when
 - a. another member has the floor,
 - b. a call for a vote has been made,
 - c. the members are voting
 - d. the meeting is a Closed Meeting
 - e. a previous motion to adjourn has been defeated and no other intermediate proceedings have taken place
21. When a motion is under debate, no new motion shall be received other than a motion to:
 - a. refer to some other party for consideration,
 - b. withdraw the motion,
 - c. amend the motion,
 - d. postpone the motion, or
 - e. call the question.
22. When a member wishes to amend a motion prior to the question being called,
 - a. only one amendment at a time shall be presented to the main motion. When the amendment has been disposed of, another may be introduced,

- b. all amendments must relate to the motion being discussed in the main motion and shall not so substantially alter the motion so as to change the basic intent or meaning of the main motion. The presiding officer shall rule on disputes arising from amendments.
 - c. an amendment proposing a direct negative is out of order,
 - d. a sub-amendment (amendment to an amendment) shall not enlarge the scope of the amendment, but should only deal with matters not covered by the amendment,
23. A motion to reconsider a motion shall:
- a. only be made at the same meeting as the original motion,
 - b. only be made by a councillor on the prevailing side of the issue involved,
 - c. not be reconsidered more than once at any one meeting of Council,
 - d. be decided by a majority of the members of Council present, and
 - e. not be allowed on a motion of adjournment.
24. A motion to rescind a previous motion of Council shall:
- a. be offered at any time subsequent to the meeting at which the original motion was passed,
 - b. be made by any member,
 - c. be provided for by a request for decision that is included as an item on the agenda and delivered to the members before the meeting at which is to be discussed.
25. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding officer so directs.
26. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
27. A motion to proceed to a vote will not require a seconder.
28. If any member wishes to have a recorded vote, the request for the recorded vote must be made prior to the vote being taken.
29. A member who disagrees with the announcement made of the result of a vote may immediately object to the declaration and the vote shall be retaken.

Bylaws

30. A motion and subsequent vote of the first reading of a bylaw shall be decided without amendment or debate.
- a. Debate the substance of the bylaw, and
 - b. Propose and consider amendments to the bylaw

31. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated into the bylaw.
32. When all amendments have been accepted or rejected, the motion for second reading of the bylaw as amended shall be put to the question.
33. Proposed bylaws may be referred to administration, committees or special task forces at any time prior to third reading.

Public Question Period

34. Prior to the Bylaw and Business Discussion of a Council Meeting a Question Period as approved by Council.
35. Any such public discussion shall be regulated as follows:
 - a. Any resident of the Village of Longview may speak to any matter on the agenda of the current Council meeting, and
 - b. Any resident may speak on any one topic on the agenda for no longer than five (5) minutes, after which Council may ask questions of the speaker.
 - c. Any resident may speak on more than one topic as long as all topics meet the requirements of subsections a. through b. done alternately to provide opportunities for others to ask questions.
36. AT NO TIME shall a questioner, Council member, delegation or administration enter into a debate during the question period of the agenda.
37. If an immediate answer is not available, the questioner will be given a reply through the CAO, or as Council may determine, as soon as possible.
38. The total time given for public discussion shall be fifteen (15) minutes.
 - a. If the public discussion requires more time, any individuals may request at that time to have their discussion scheduled into the next Council meeting as per section 46 of this bylaw.

Public Hearings

39. At the commencement of a Public Hearing, the presiding officer shall, in the following order:
 - a. state the matter to be considered at the hearing,
 - b. inform those present of the procedure which shall be followed in hearing the respective submissions,
 - c. request that administrative staff present a report on the issue at hand,
 - d. allow the applicant, and/or their representatives(s), up to ten (10) minutes to present their position, exclusive of the time required to answer questions put to the applicant by a member, unless granted at time extension by Council, and
 - e. allow members to ask questions of administrative staff and the applicant.

40. Any person or group who claims to be affected by the subject matter of the Public Hearing shall be afforded an opportunity to speak for a period not exceeding five (5) minutes, exclusive of time required to respond to questions put to the speaker by a member, and shall be called in the following order:
 - a. the presiding officer shall call on each person who is in favour of the proposal before Council,
 - b. the presiding officer shall then call on each person who is opposed to the proposal before Council,
 - c. the presiding officer shall then call on each person who is neither in favour or opposed to the proposal before Council.
41. Members may ask questions of speakers in section 39 and 40 immediately after their presentation and prior to the next speaker.
42. Before closing the public hearing the presiding officer will allow the applicant, followed by the presenting staff member, to make closing comments, such being limited to five (5) minutes each.
43. If a person is unable to attend a Public Hearing, that person may authorize an individual to speak on his behalf. The authorization must in writing and:
 - a. name the individual authorized to speak,
 - b. indicate the proposed bylaw to be spoken to, and
 - c. be signed by the person giving authorization.
44. No person speaking in favour of or opposed to the proposal before Council shall speak for more than five (5) minutes.
45. All speakers must state their full name to be written into the public record prior to addressing Council.

Delegations

46. A person, group of persons, or representative of a group of persons, who wishes to bring any matter to the attention of Council, or wishes to have any matter considered by Council, shall address a letter or other written communication to the Council containing adequate information to enable Council to deal with the matter. Adequate information should be in printed form and not references to websites. These document should be received by Administration 5 business days prior to appearing as a delegation to allow inclusion in agenda packages. Information is not limited to the following:
 - a. name, address and telephone number of the person wishing to make the presentation,
 - b. a clear identification of the topic to be discussed,
 - c. a clear identification of the request being made to Council,
 - d. any and all background information necessary.
47. A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a

business day at least five (5) days immediately preceding the meeting at which it is to be presented.

48. Delegations shall be granted a maximum of fifteen (15) minutes to present the matter outlined in their letter. Where the presiding officer determines that additional time shall be granted to the delegation, additional time shall be granted in the length specified by the presiding officer.
49. Council will not entertain public questions or submissions addressed to the delegation(s).
50. Council will not entertain submissions from the public on issues that are before the Subdivision, and Development Appeal Board, a statutory Public Hearing, or are within any other public consultation or communication process.
51. Council has the right to defer discussion or decisions on the matter presented by a delegation to allow time for further research.

Agenda and Order of Business

52. Prior to each meeting of Council, the CAO shall prepare the agenda of all business to be brought before the Council at such meeting. To enable the CAO to do so, all documents and notice of delegation intended to be submitted to the Council shall be received by the Village of Longview administration no later than 3:00 p.m. five (5) business days prior to the meeting.
53. The CAO shall place at the disposal of each member of Council, a copy of the agenda and all supporting material no later than 4:30 p.m. two (2) business days before the meeting.
54. Where the deadline in Section 51 is not met, the agenda and supporting materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
55. The order of business at a meeting is the order of the items on the agenda except:
 - a. when the same subject matter appears in more than one place on the agenda and Council decides to deal with all items related to the matter at the same time; and,
 - b. Council decides not to deal with an item on the agenda without motion.

Committee of the Whole

56. A committee is hereby established called the "Committee of the Whole" with membership comprised of all members of Council and the CAO.
57. Committee of the Whole meetings are open to the public and can receive delegations but there will be no question period or debate with the public.
58. Committee of the Whole meetings will occur on a date and at a time as agreed upon by all those members of the committee.

59. Council Committee of the Whole may not make motions or take votes and shall refer items to a Council meeting if decisions are required.

Advisory Committees and Boards

60. Council may establish by bylaw or by resolution any advisory committee as deemed necessary and any committees established by resolution prior to the passing of this bylaw that are still in existence are grandfathered in and remain extant despite their earlier creation by resolution.

61. Bylaws or resolutions adopted pursuant to Section 59 shall include the following terms of reference as a minimum:

- a. the purpose and mandate of the committee,
- b. the authority and responsibility of the committee
- c. the membership of the committee
- d. the term of office for the membership of the committee.

62. All committees established pursuant to this bylaw must comply with all bylaws of the municipality, must have their members execute the Village of Longview Code of Conduct, and must comply with the provisions of the Municipal Government Act.

63. Members of Council who are appointed to any committee established by Council have the responsibility of keeping Council informed of any activities of the committees they are appointed to.

64. Any member of Council not a member of a committee shall have the right to attend committee meetings with the right of debate, but not to make motions or to vote.

65. The general duties of all committees of Council shall be as follows:

- a. to report to Council whenever so desired by Council, and as often as the interests of the Village require, on all matters connected with the duties imposed on each such committee; and to recommend such action by the Council as it deems necessary within its terms of reference,
- b. to observe, unless otherwise specifically permitted, the rules prescribed by the bylaws of Council,
- c. the reports of all committees shall be made available to Council

66. No report or recommendation to do with any matter or thing shall be recognized as emanating from any committee unless it is in writing, dated, nor unless it bears the name of the Chairman or Acting Chairman of the committee from which it has been issued.

67. A committee may create any sub-committee it considers necessary and shall designate the duties, powers and responsibilities of each sub-committee for reporting on its findings.

- a. The same committee may terminate the existence of said sub-committee created by it and the sub-committee shall cease to exist on the submission of its final report.

68. The meetings of committees of Council shall be established by resolution of each committee and the public shall be given notice as required by the provisions of the Municipal Government Act.

69. All committee meetings shall be open to the public.

Administrative Inquiry

70. All questions or administrative inquiries should be directed through the office of Chief Administrative Officer.

71. All information regarding an administrative inquiry shall be distributed to all members of Council for information, regardless of who submitted the inquiry.

72. No member shall have the power to direct or interfere with the performance of any work for the Village. Nothing in the foregoing shall in any way interfere or restrict the right of a member to seek information from any officer or employee of the Village through the office of the Chief Administrative Officer.

General

73. Where the relationship between two or more members has deteriorated to a point so as to significantly interfere with the normal conduct of business, as judged by themselves, a majority of Council, or the Mayor, the two members shall seek to mediate their differences by any of the following steps:

- a. a joint meeting to resolve their differences,
- b. a joint meeting with the Mayor as a neutral mediator to resolve their differences,
- c. a meeting with the Council to resolve their differences,
- d. if the Mayor is unable to remain a neutral mediator, another member of Council, the CAO, or an outside consultant, may be appointed by a majority of Council as a neutral mediator in discussion.

Recording Meetings

74. Meeting of Council could be audio recorded by administration for the purpose of preparing official minutes of the meeting and shall be destroyed after the approval of the minutes.

75. Council meeting shall not be video or audio recorded by member of the gallery without the permission of Council.

76. Council may choose to record either audio and/or video of Special Meetings of Council for the use of people unable to attend the meetings.

Amendment

- 77. Any provision of this bylaw may be repealed, amended or varied and additions made by a majority vote of Council.
- 78. Notwithstanding section 75 and in the absence of any statutory obligation, any provision of this bylaw may be waived by resolution of Council, provided a unanimous vote of all the members, to deal with a specific matter under consideration.

Severability

- 79. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, the invalid portion must be severed and remainder of the bylaw is deemed valid.

Rescinds

- 80. Bylaw #388.16 is hereby rescinded.

Effect

- 81. This bylaw shall take effect upon the date of third and final reading and passage thereof.

READ for a first time this ____ day of March, 2019.

READ a second time this ____ day of April, 2019.

UPON MOTION duly made and unanimously carried Council resolved to hold a third reading on this ____ day of March, 2019.

READ for a third and final time this ____ day of April, 2019.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

VILLAGE OF LONGVIEW
BYLAW NO. ~~388-16420-19~~
COUNCIL PROCEDURES

BEING A BYLAW OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE PROCEDURE AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS

WHEREAS the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, provides that a council may pass bylaws in relation to the procedure and conduct of Council and committees established by Council, and may regulate the conduct of Councillors and members of committees established by Council; and

WHEREAS the Council of the Village of Longview considers it desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council Committee meetings in the Village of Longview;

NOW THEREFORE the Council of the Village of Longview, duly assembled, enacts as follows:

Citation

1. This bylaw may be cited as "Council Procedure Bylaw."

Definitions

2. In this bylaw
 - a. "Administrative Inquiry" means a request from Council, a Councillor or a member of a Committee of Council, or a resident of the municipality to the administration, for the future provision of information and report;
 - b. "Agenda" means the statement of the order of business to be discussed;
 - c. "Bylaw" means a bylaw of the Village of Longview
 - d. "CAO" means the Chief Administrative Officer or their delegate, for the Village of Longview;
 - e. "Committee" means any committee, board, or task force created by bylaw or resolution of the Council in the Village of Longview;
 - f. "Committee of the Whole" means ~~an in-camera~~ meeting that permits Council to function informally and with freedom of debate provided that any and all decisions are to be referred to a regular or special meeting of Council;
 - g. "Council" means an elected official of the Village of Longview;
 - ~~f.~~
 - g-h. "Delegation" means a person that has the permission of Council to appear before Council, or before a committee of Council, to provide pertinent information and views about a subject before Council or committee of Council;

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~~h.i.~~ “Member” means a Councillor or a person at large appointed by Council to a committee of Council;

~~i.i.~~ “Meeting” means a meeting of Council or a committee of Council;

~~j.k.~~ “Point of Order” means a demand by a member that the presiding officer at a meeting enforce the rules of the procedure;

~~k.l.~~ “Point of Privilege” means a request made to the presiding officer of Council on any matter related to the rights and privileges of Council or individual Councillors and includes: the organization or existence of Council, the conduct of members, the conduct of employees or members of the public in attendance at the meeting;

~~l.m.~~ “Presiding officer” means

i. in the case of a Council meeting, the Mayor ~~or~~ Deputy Mayor of the Village of Longview; or

ii. in the case of meeting of a committee of Council, the individual appointed as the chair of that committee.

~~n.~~ “Public” means any person who is a resident or business operator in the Village of Longview.

~~o.~~

~~m.~~ “Public Discussion” means the portion of a meeting where a person or group may address Council.

~~p.~~ “Public Hearing” means a meeting of Council convened to hear matters pursuant to the *Municipal Government Act*, and any other Act, or any other matter at the direction of Council;

~~q.~~ “Question Period” means the portion of a meeting where a person may address Council.

~~r.~~

~~s.~~ “Request for Decision” is the means by which a member or administration brings business before Council;

Applicability

3. This bylaw applies to all the public, members and staff attending meetings of Council and committees of Council of the Village of Longview.

Mayor and Deputy Mayor

4. The position of Mayor and Deputy Mayor shall be one (1) year in duration and chosen during the annual Organizational Meeting of Council.

Council Meetings

~~5.~~ Regular meetings of Council shall be held at a location and on a day and at a time to be set by resolution at a Council meeting at which all the Councillors are present. When the meeting day falls on a statutory holiday, the meeting shall be held on the following day which is not a statutory holiday, unless otherwise set by resolution of Council.

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~~5.~~

Special meetings of Council shall be scheduled by Council in accordance with the provisions of the Municipal Government Act.

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Quorum

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~~6-7.~~ Two Councillors constitute a quorum for a Council meeting and for a meeting of the Committee of the Whole. If a quorum is not present within fifteen (15) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting.

~~7-8.~~ Meetings of Committees of Council require a quorum of 50% of all members in order to conduct a meeting. If a quorum is not present the members present shall make a record of their attendance and stand adjourned to the next scheduled meeting date.

Conduct of Council Meetings

~~8-9.~~ Each member or delegate shall address the Council through the presiding officer but shall not speak until recognized by the presiding officer.

~~9-10.~~ When addressing Council a member ~~or~~ delegate or the public shall:

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a. not address Council without permission;

b. remain orderly and quiet;

c. not carry on a private conversation;

~~a-d.~~ not shout, raise his/her voice or use ~~not use~~ offensive, disrespectful, or unkind words in referring to any member, or to any official or staff member of the Village or any member of the public;

e. not reflect on any vote of Council except when moving to rescind it and shall not reflect on the motives of the members who voted on the motion, or the mover of the motion;

f. not applaud or otherwise interrupt any speaker or action of the Members, or any other person addressing Council.

~~b.~~

~~c.~~ not shout or immoderately raise his/her voice or use profane, vulgar or offensive language;

~~d-g.~~ Assume personal responsibility for any statement he quotes to Council or upon request of Council shall give the source of the information.

~~10:11.~~ The presiding officer may rule any member out-of-order for failing to observe any of the restrictions in section 10.

~~11:12.~~ A member called to order or ruled out-of-order shall immediately cease to speak, but may afterwards explain, and the Council, if appealed to, shall decide on the point of order without debate; if there is no appeal, the decision of the presiding officer shall be complied with.

~~12:13.~~ The presiding officer may expel from a meeting any member, delegate, or any person from the public, who disturbs the proceedings of that meeting.

~~13:14.~~ The presiding officer may request an RCMP or Peace Officer to remove the person expelled if the person refuses to leave.

~~14:15.~~ In all cases not provided for in this bylaw, the "Revised Robert's Rules of Order" shall be followed and in such cases the decision of the presiding officer shall be final and accepted without debate.

- a. In the event of conflict between the provisions of this bylaw and the "Revised Robert's Rules of Order," the provisions of this bylaw shall apply.

Council Resolutions

~~15:16.~~ A resolution may be withdrawn at any time before voting, subject to no objection from any member.

~~16:17.~~ The following resolutions are not debatable by Council:

- a. adjournment,
- b. recess,
- c. question of privilege,
- d. point of order,
- e. limit debate on the matter before members,
- f. division of a question,
- g. refer,
- h. ~~tablepostpone~~ the matter to a time certain.

~~17:18.~~ A motion to refer shall include

- a. the terms on which the matter is being referred;
- b. the time when the matter is to be returned;
- c. whatever other explanation is necessary as to the purpose of the motion;

~~18:19.~~ A motion to ~~tablepostpone~~ any matter shall include

- a. the time at the present meeting or the date of a future meeting to which the matter is to be ~~tablepostpone~~, or
- b. a provision that the matter is to be ~~tablepostponed~~ indefinitely.

~~19:20.~~ A member may move a motion to adjourn a meeting at any time, except when

- a. another member has the floor,
- b. a call for a vote has been made,
- c. the members are voting

- d. the meeting is a **Closed Meeting**
- e. a previous motion to adjourn has been defeated and no other intermediate proceedings have taken place

| ~~20-21.~~ When a motion is under debate, no new motion shall be received other than a motion to:

- a. refer to some other party for consideration,
- b. withdraw the motion,
- c. amend the motion,
- d. ~~tablepostpone~~ the motion, or
- e. call the question.

| ~~21-22.~~ When a member wishes to amend a motion prior to the question being called,

- a. only one amendment at a time shall be presented to the main motion. When the amendment has been disposed of, another may be introduced,
- b. all amendments must relate to the motion being discussed in the main motion and shall not so substantially alter the motion so as to change the basic intent or meaning of the main motion. The presiding officer shall rule on disputes arising from amendments.
- c. an amendment proposing a direct negative is out of order,
- d. a sub-amendment (amendment to an amendment) shall not enlarge the scope of the amendment, but should only deal with matters not covered by the amendment,

| ~~22-23.~~ A motion to reconsider a motion shall:

- a. only be made at the same meeting as the original motion,
- b. only be made by a councillor on the prevailing side of the issue involved,
- c. not be reconsidered more than once at any one meeting of Council,
- d. be decided by a majority of the members of Council present, and
- e. not be allowed on a motion of adjournment.

| ~~23-24.~~ A motion to rescind a previous motion of Council shall:

- a. be offered at any time subsequent to the meeting at which the original motion was passed,
- b. be made by any member,
- c. be provided for by a request for decision that is included as an item on the agenda and delivered to the members before the meeting at which is to be discussed.

| ~~24-25.~~ Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding officer so directs.

| ~~25-26.~~ Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he shall inform the member thereof immediately, before

putting the question, and shall cite his reasons applicable to the case without argument or comment.

~~26-27.~~ A motion to proceed to a vote will not require a seconder.

~~27-28.~~ If any member wishes to have a recorded vote, the request for the recorded vote must be made prior to the vote being taken.

~~28-29.~~ A member who disagrees with the announcement made of the result of a vote may immediately object to the declaration and the vote shall be retaken.

Bylaws

~~29-30.~~ A motion and subsequent vote of the first reading of a bylaw shall be decided without amendment or debate.

a. Debate the substance of the bylaw, and

b. Propose and consider amendments to the bylaw

~~a. A member may ask questions concerning the bylaw, provided such questions do not indicate the member's opinion for or against the bylaw.~~

~~30. At the request of any member of Council, a bylaw that is presented for second reading may be open to a period of public discussion prior to the vote on the second reading of the bylaw.~~

~~a. The period of public discussion shall be regulated by sections 36-38 of this bylaw.~~

~~b. During a public discussion on a bylaw, no discussion may occur that is not related to the bylaw in question.~~

~~31. After a member has made the motion for the second reading of the bylaw, Council may:~~

~~a. Debate the substance of the bylaw, and~~

~~b.a. Propose and consider amendments to the bylaw~~

~~32-31.~~ A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated into the bylaw.

~~33-32.~~ When all amendments have been accepted or rejected, the motion for second reading of the bylaw as amended shall be put to the question.

~~34-33.~~ Proposed bylaws may be referred to administration, committees or special task forces at any time prior to third reading.

Public DiscussionPublic Question Period

~~35-34.~~ Prior to the ~~adjournment~~ Bylaw and Business Discussion of a Council Meeting a ~~period of public discussion~~ Question Period ~~may occur at a point of time set out in the agenda~~ as approved by Council.

~~36-35.~~ Any such public discussion shall be regulated as follows:

a. Any resident ~~or group of residents~~ of the Village of Longview may speak to any matter on the agenda within the jurisdiction of the current Council meeting, and

b. Any resident ~~or group of residents~~ may speak on any one topic on the agenda for no longer than five (5) minutes, after which Council may ask questions of the speaker.

c. Any resident ~~or group of residents~~ may speak on more than one topic as long as all topics meet the requirements of subsections a. through b. done alternately to provide opportunities for others to ask questions.

36. AT NO TIME shall a questioner, Council member, delegation or administration enter into a debate during the question period of the agenda.

37. If an immediate answer is not available, the questioner will be given a reply through the CAO, or as Council may determine, as soon as possible.

~~37.~~

38. The total time given for public discussion shall be ~~thirty-fifteen (30)~~ thirty-five (35) minutes.

a. If the public discussion requires more time, any individuals may request at that time to have their discussion scheduled into the next Council meeting as per section ~~45-46~~ of this bylaw.

Public Hearings

~~38-39.~~ 39. At the commencement of a Public Hearing, the presiding officer shall, in the following order:

- a. state the matter to be considered at the hearing,
- b. inform those present of the procedure which shall be followed in hearing the respective submissions,
- c. request that administrative staff present a report on the issue at hand,
- d. allow the applicant, and/or their representatives(s), up to ten (10) minutes to present their position, exclusive of the time required to answer questions put to the applicant by a member, unless granted at time extension by Council, and
- e. allow members to ask questions of administrative staff and the applicant.

~~39-40.~~ 40. Any person or group who claims to be affected by the subject matter of the Public Hearing shall be afforded an opportunity to speak for a period not exceeding five (5) minutes, exclusive of time required to respond to questions put to the speaker by a member, and shall be called in the following order:

- a. the presiding officer shall call on each person who is in favour of the proposal before Council,
- b. the presiding officer shall then call on each person who is opposed to the proposal before Council,
- c. the presiding officer shall then call on each person who is neither in favour or opposed to the proposal before Council.

~~40-41.~~ 41. Members may ask questions of speakers in section 39 and 40 immediately after their presentation and prior to the next speaker.

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41-42. Before closing the public hearing the presiding officer will allow the applicant, followed by the presenting staff member, to make closing comments, such being limited to five (5) minutes each.

42-43. If a person is unable to attend a Public Hearing, that person may authorize an individual to speak on his behalf. The authorization must in writing and:

- a. name the individual authorized to speak,
- b. indicate the proposed bylaw to be spoken to, and
- c. be signed by the person giving authorization.

43-44. No person speaking in favour of or opposed to the proposal before Council shall speak for more than five (5) minutes.

44-45. All speakers must state their full name to be written into the public record prior to addressing Council.

Delegations

45-46. A person, group of persons, or representative of a group of persons, who wishes to bring any matter to the attention of Council, or wishes to have any matter considered by Council, shall address a letter or other written communication to the Council containing adequate information to enable Council to deal with the matter. Adequate information ~~should be in printed form and not references to websites-includes,~~ These document should be received by Administration 5 business days prior to appearing as a delegation to allow inclusion in agenda packages. ~~but Information is~~ not limited to, the following:

- a. name, address and telephone number of the person wishing to make the presentation,
- b. a clear identification of the topic to be discussed,
- c. a clear identification of the request being made to Council,
- d. any and all background information necessary.

~~If the person wishes to appear before Council it shall be stated in the letter.~~

46-47. A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented.

47-48. Delegations shall be granted a maximum of fifteen (15) minutes to present the matter outlined in their letter. Where the presiding officer determines that additional time shall be granted to the delegation, additional time shall be granted in the length specified by the presiding officer.

48-49. Council will not entertain public questions or submissions addressed to the delegation(s).

50. Council will not entertain submissions from the public on issues that are before the Subdivision, and Development Appeal Board, a statutory Public Hearing, or are within any other public consultation or communication process.

~~49-51. Council has the right to defer discussion or decisions on the matter presented by a delegation to allow time for further research.~~

Agenda and Order of Business

~~50-52.~~ Prior to each meeting of Council, the CAO shall prepare the agenda of all business to be brought before the Council at such meeting. To enable the CAO to do so, all documents and notice of delegation intended to be submitted to the Council shall be received by the Village of Longview administration no later than 3:00 p.m. five (5) business days prior to the meeting.

~~51. Where the deadline in Section 51 is not met, only time sensitive, action items will be allowed to be added to the current agenda-~~

~~52-53.~~ The CAO shall place at the disposal of each member of Council, a copy of the agenda and all supporting material no later than 4:30 p.m. two (2) business days before the meeting.

~~53-54.~~ Where the deadline in Section ~~53-51~~ is not met, the agenda and supporting materials shall be deemed to be acceptable when the agenda is adopted at the meeting.

~~54-55.~~ The order of business at a meeting is the order of the items on the agenda except:

- a. when the same subject matter appears in more than one place on the agenda and Council decides to deal with all items related to the matter at the same time; and,
- b. Council decides not to deal with an item on the agenda without motion.

Committee of the Whole

56. A committee is hereby established called the "Committee of the Whole" with membership comprised of all members of Council and the CAO.

~~55-57. Committee of the Whole meetings are open to the public and can receive delegations but there will be no question period or debate with the public.~~

~~56-58.~~ Committee of the Whole meetings will occur on a date and at a time as agreed upon by all those members of the committee.

~~57-~~ Council Committee of the Whole may not make motions or take votes and shall refer items to a Council meeting if decisions are required.

~~59.~~

Advisory Committees and Boards

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~~58-60.~~ Council may establish by bylaw or by resolution any advisory committee as deemed necessary and any committees established by resolution prior to the passing of this bylaw that are still in existence are grandfathered in and remain extant despite their earlier creation by resolution.

~~59-61.~~ Bylaws or resolutions adopted pursuant to Section 59 shall include the following terms of reference as a minimum:

- a. the purpose and mandate of the committee,
- b. the authority and responsibility of the committee
- c. the membership of the committee
- d. the term of office for the membership of the committee.

~~60-62.~~ All committees established pursuant to this bylaw must comply with all bylaws of the municipality, must have their members execute the Village of Longview Code of Conduct, and must comply with the provisions of the Municipal Government Act.

~~61-63.~~ Members of Council who are appointed to any committee established by Council have the responsibility of keeping Council informed of any activities of the committees they are appointed to.

~~62-64.~~ Any member of Council not a member of a committee shall have the right to attend committee meetings with the right of debate, but not to make motions or to vote.

~~63-65.~~ The general duties of all committees of Council shall be as follows:

- a. to report to Council whenever so desired by Council, and as often as the interests of the Village require, on all matters connected with the duties imposed on each such committee; and to recommend such action by the Council as it deems necessary within its terms of reference,
- b. to observe, unless otherwise specifically permitted, the rules prescribed by the bylaws of Council,
- c. the reports of all committees shall be made available to Council

~~64-66.~~ No report or recommendation to do with any matter or thing shall be recognized as emanating from any committee unless it is in writing, dated, nor unless it bears the name of the Chairman or Acting Chairman of the committee from which it has been issued.

~~65-67.~~ A committee may create any sub-committee it considers necessary and shall designate the duties, powers and responsibilities of each sub-committee for reporting on its findings.

- a. The same committee may terminate the existence of said sub-committee created by it and the sub-committee shall cease to exist on the submission of its final report.

~~66-68.~~ The meetings of committees of Council shall be established by resolution of each committee and the public shall be given notice as required by the provisions of the Municipal Government Act.

~~67-69.~~ All committee meetings shall be open to the public.

Administrative Inquiry

~~68-70.~~ All questions or administrative inquiries should be directed through the office of Chief Administrative Officer.

~~69-71.~~ All information regarding an administrative inquiry shall be distributed to all members of Council for information, regardless of who submitted the inquiry.

~~70-72.~~ No member shall have the power to direct or interfere with the performance of any work for the Village. Nothing in the foregoing shall in any way interfere or restrict the right of a member to seek information from any officer or employee of the Village through the office of the Chief Administrative Officer.

General

~~71-73.~~ Where the relationship between two or more members has deteriorated to a point so as to significantly interfere with the normal conduct of business, as judged by themselves, a majority of Council, or the Mayor, the two members shall seek to mediate their differences by any of the following steps:

- a. a joint meeting to resolve their differences,
- b. a joint meeting with the Mayor as a neutral mediator to resolve their differences,
- c. a meeting with the Council to resolve their differences,
- d. if the Mayor is unable to remain a neutral mediator, another member of Council, the CAO, or an outside consultant, may be appointed by a majority of Council as a neutral mediator in discussion.

Recording Meetings

~~72-74.~~ Meeting of Council could be audio recorded by administration for the purpose of preparing official minutes of the meeting and shall be destroyed after the approval of the minutes.

~~75.~~ Council meeting shall not be video or audio recorded by member of the gallery without the permission of Council.

~~73-76.~~ Council may choose to record either audio and/or video of Special Meetings of Council for the use of people unable to attend the meetings.

Amendment

~~74.~~77. Any provision of this bylaw may be repealed, amended or varied and additions made by a majority vote of Council.

~~75.~~78. Notwithstanding section 75 and in the absence of any statutory obligation, any provision of this bylaw may be waived by resolution of Council, provided a unanimous vote of all the members, to deal with a specific matter under consideration.

Severability

~~76.~~79. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, the invalid portion must be severed and remainder of the bylaw is deemed valid.

Rescinds

~~77.~~80. Bylaw #388.16 is hereby rescinded.

Effect

~~78.~~81. This bylaw shall take effect upon the date of third and final reading and passage thereof.

READ for a first time this ____ day of ~~February~~March, 2019.

READ a second time this ____ day of ~~February~~March, 2019.

UPON MOTION duly made and unanimously carried Council resolved to hold a third reading on this ____ day of ~~February~~March, 2019.

READ for a third and final time this ____ day of ~~February~~March, 2019.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 13.1

Date: April 16, 2019
Title: Longview Seniors – Strawberry Tea
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that Council permits the use of Longview Community Hall, tables, chairs, for the event at no charge and that the Village provide \$250 for the Strawberry Tea.

Alternatives:

2. Defeat above motion.
3. That discussion be tabled _____ *(for further information or future date).*

Background: The annual Strawberry Tea will be held at the Longview Community Hall on Wed., June 6th from noon – 4 p.m. The Longview Seniors Club requests the Village donate the hall and tables and chairs at no cost to the event. The Senior's Club also request a cash donation from the Village of \$250 to cover the costs of the supplies for the tea.

Implications:
*Policy, Statutory
Plans, Legislative:*

Financial: N/A

Communications:

Attachments: Is the documentation severed by FOIP: **NO**

1. Application for non-financial Resources Assistance



Longview and Area Seniors' Club

P O Box 172, Longview, AB, T0L 1H0
(587) 226-8118, (403) 558-3600, (403)558-2458
longviewseniors@gmail.com

March 21, 2019

MAYOR AND COUNCIL

VILLAGE OF LONGVIEW

BOX 147, LONGVIEW

ALBERTA, T0L 1H0

Dear Friends at the Village of Longview,

The snow is melting! The geese are honking! Spring is here! We appreciate the time and effort you put in faithfully, week by week to administer the life of our village, and hope you also have opportunity to be outside and enjoy the warmer weather.

We, at Longview & Area Seniors' Club, are looking ahead to Alberta Seniors' Week in June. We would again like to host a Seniors' Strawberry Tea to honour the Senior Citizens of our community on Wednesday afternoon June 5th, 2019 in the Village Hall.

We know residents in Longview and the surrounding area will be looking forward to this social event, now that spring is here.

As in the past, we would like to ask for funding in order to purchase supplies for the refreshments. If possible, we would appreciate \$250 to cover the costs.

Thanking you for your kind consideration of our request,

Sincerely,

Andrea Kidd

(Secretary for Longview & Area Seniors' Club)



Oilfields High School
Box 430, 511 3rd Street SW
Black Diamond, AB T0L 0H0
Phone: 403 938 4973 Fax: 403 933 4988
Oilfields.fsd38.ab.ca
Mr. Chet Musgrove - Principal
Mr. Tim Hasiuk - Vice Principal

Dear Town Council,

I am writing to request funds from Foothills County to help the Oilfields Senior Girls Basketball Team host the 2020 2A Girls Basketball Provincials.

Oilfields High School has been a dynamic part of the Turner Valley and Black Diamond Communities since 1963. Despite several renovations and reconfigurations, it stands today as a formidable force in academics and athletics for community children and teens from communities in both small towns as well as Longview and Millarville. Oilfields High School is truly a great place for students to prepare for tomorrow.

In the fall of 2018, our high school and athletic program was awarded with the bid to host the Alberta School Athletic Association (ASAA) 2A Girls Basketball Provincial Championships for March 18th to 21st, 2020. During this event, we will be playing host to roughly 165 players, coaches, members of the sporting community, as well as parents, siblings, relatives, and others from across this province. Using Oilfields High School in Black Diamond for this event, we are anticipating up to 600 visitors and spectators to our small community during these 4 days.

As part of setting ourselves apart, the Oilfields High School Basketball team provides a number of things to make this event something special and different. We provide live streaming of each basketball game, fun "goodie bags" for the team players, lanyards and individual ID tags, prizes for best dressed teams at the banquet, event programs, hospitality room, and many other items. We need your help. Oilfields High School Basketball team is asking for monetary donations for this provincial championship to assist with offsetting some of the costs associated with hosting an event such as this. **We are looking for \$750 to help with this endeavor.**

Thank you for considering this opportunity and we look forward to the community getting behind this event. If you are able to help out with the Senior Girls Basketball Provincials please contact Leigh Bretzlaff -Athletic Director, via email at bretzlaff@fsd38.ab.ca or by phone at (403) 510 - 8814.

Thanks for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Leigh Bretzlaff'. The signature is written in a cursive style and is positioned below the word 'Sincerely,'.

On behalf of the Oilfields Senior Girls Basketball Team



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 13.3

Date: April 16, 2018
Title: EV Charging Station
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that the Village of Longview enter into the agreement with ATCO and Peaks to Prairie to have an EV charging station be built at the Information Centre Parking Lot.

Alternatives: 2. Defeat above motion.
3. That discussion be tabled _____ *(for further information or future date).*

Background: Peaks to Prairie provided a agreement for the construction and operation of an Electric Vehicle Charging Station. Council asked that Administration have a lawyer review the agreement. Administration addressed the issues the lawyer raised and forwarded onto Peaks to Prairie in a revised version. Administration also confirmed that the Village carries sufficient insurance to meet the requirements of the agreement.

Implications:
*Policy, Statutory
Plans, Legislative:*

Financial: N/A

Communications: Notices posted at Council meetings

Attachments: Is the documentation severed by FOIP: **NO**
1. none

THIS LICENCE AGREEMENT MADE this _____ day of _____, 2019.

BETWEEN:

Village of Longview
(the "Licensor")

- and -

ATCO POWER (2010) LTD.
(the "Licensee")

RECITALS

- A. The Community Energy Association, a society incorporated under the *Societies Act* of British Columbia (the "CEA"), is the coordinator of a project known as the "Peaks to Prairies EV Initiative" on behalf of the Project Partners (as hereinafter defined) for the purpose of developing and implementing community energy and emissions plans in Southern Alberta (the "Project").
- B. The Licensee has agreed with the CEA to install, operate, maintain and own a network of EV Stations (as hereinafter defined) in support of the Project.
- C. The Licensor and the Licensee wish to enter into an agreement whereby the Licensee is granted a license by the Licensor to use the Licensed Area (as hereinafter defined), on an exclusive basis, located on the Lands (as hereinafter defined) for the purpose of installing and operating an EV Station pursuant to the terms and conditions more particularly set out in this Agreement.

In Consideration of the fees, covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Licensor and the Licensee, the Licensor and Licensee hereby covenant and agree as follows:

1.0 Article 1 - Definitions

1.1 For the purposes of this Agreement, the Parties agree that:

- (a) "**Agreement**" means this agreement and any attached schedules.
- (b) "**Applicable Laws**" means all laws, by-laws, regulations, orders, decisions, codes, rules and requirements in force from time to time of governmental or other public authorities having jurisdiction over the Licensee and the permitted use granted under this Agreement.
- (c) "**Business Days**" means any day which is not a Saturday, Sunday or a day observed as a holiday under the Applicable Laws in the Province of Alberta.
- (d) "**CEA**" means the Community Energy Association, a society incorporated under the *Societies Act* of British Columbia.
- (e) "**Commencement Date**" means [_____, _____].

- (f) "**Electric Utility Power Source**" means the electric utility power source providing electricity to the EV Station, including but not limited to all underground power lines and related equipment, being installed, owned, operated and maintained by the Utility Provider.
- (g) "**Energization Date**" means the date upon which the EV Station has been connected to the Electric Utility Power Source and is ready and operational to provide electrical charging services to the general public.
- (h) "**Extension Term**" has the meaning set forth in Section 12.01.
- (i) "**EV Station**" means an electric vehicle supply equipment station and any related utilities, machinery, equipment and facilities located above the surface of the lands within the Licensed Area that connect the EV Station to the Electric Utility Power Source but the EV Station shall not include the Electric Utility Power Source; and "**EV Stations**" means more than one electric vehicle supply equipment station.
- (j) "**Fees**" has the meaning set out in Section 2.06.
- (k) "**Hazardous Substances**" has the meaning set out in Section 11.01.
- (l) "**Lands**" means the lands legally and municipally described in Schedule "A" and shown in the site plan attached as Schedule "B".
- (m) "**Licence**" has the meaning set forth in Section 2.01.
- (n) "**Licence Fee**" means the sum of one (\$1.00) dollar.
- (o) "**Licensed Area**" means the area within, upon and under the surface of the Lands as more particularly shown outlined in the Site Plan.
- (p) "**Municipality**" means Village of Longview.
- (q) "**Option to Extend**" has the meaning set out in Section 12.01.
- (r) "**Parking Stalls**" shall have the meaning set out in Section 2.09.
- (s) "**Parties**" means both the Licensor and the Licensee and "**Party**" means one of them.
- (t) "**Permitted Use**" has the meaning set out in Section 2.01.
- (u) "**Project**" has the meaning set out in Recital A.
- (v) "**Project Partners**" means the City of Calgary, City of Lethbridge, City of Medicine Hat, Medicine Hat College, Alberta Southwest Regional Economic Development Alliance and SouthGrow Regional Initiative and such other partners which may be added, resigned or removed from time to time.

"**Project Review Committee**" means the review committee established for this License and the Licensed Area and comprised of the Village of Longview, Licensee and the following specific Project Partners: The City of Calgary, SouthGrow Regional Initiative, Alberta SouthWest Regional Alliance, City of Lethbridge, City of Medicine Hat and Medicine Hat College.

- (w) **"Site Plan"** means the site plan attached as Schedule "B" to this Agreement.
- (x) **"Term"** means the period commencing on the Commencement Date and expiring ten (10) years following the Energization Date subject to and including the extension of the Term pursuant to Article 12.
- (y) **"Utility Provider"** means [REDACTED].

2.0 Article 2 - Grant of Licence and Permitted Use

2.1 Commencing on the Commencement Date and throughout the Term, the Licensor hereby grants to the Licensee a license (the **"Licence"**) to use, on an exclusive basis, the Licensed Area together with an easement across the Lands outside of the Licensed Area, if applicable, for the purposes of construction staging and ingress and egress to and from the Licensed Area for the following purposes:

- (a) installing, maintaining, repairing and operating the EV Station;
- (b) installing and maintaining signage in relation to the EV Station; and
- (c) placing third party advertising signage and banners on the EV Station, subject to and in accordance to all Applicable Laws.

(collectively the **"Permitted Use"**)

- 2.2** The Licensee shall be permitted to hire and retain third party contractors to carry out the uses permitted under Section 2.01 which third party contractors may be selected by the Licensee in its sole discretion.
- 2.3** The Licensor agrees that the Utility Provider shall be granted access to and within the Licensed Area to install the Electric Utility Power Source for purposes of supplying electricity to the EV Station located within the Licensed Area. Such installation shall include any necessary construction, excavation, drilling, alterations, or placement of any paving or structure within the Lands or the repair or maintenance of the Electric Utility Power Source.
- 2.4** The Licensor acknowledges and agrees that the EV Station will be made available to customers of the general public for the purposes of charging electrical vehicles during such hours as determined from time to time by the Licensee.
- 2.5** All costs and expenses associated with construction, alteration, installation, utility power connection, operation, repair and maintenance of the EV Station shall be borne by the Licensee.
- 2.6** The Licensee may charge fees (the **"Fees"**) to the customers of the general public for use of electricity from the EV Station, subject to all Applicable Laws, at such rates and methods established by the Licensee from time to time. The Licensee may adjust the Fees, from time to time, as a result of regulatory requirements, in response to market conditions or as part of temporary promotional activities.

- 2.7 The Licensee and all persons authorized by the Licensee, including but not limited to the Utility Provider, shall have access to the Lands at all times and may perform any work or repairs which it deems necessary without any prior notice to the Licensor including, without limitation, work or repair with respect to the EV Station or the Electric Utility Power Source.
- 2.8 The Licensor and all persons authorized by the Licensor shall have access to the Lands at all times and may perform any work or repairs which it deems necessary without any prior notice to the Licensee including, without limitation, work or repair with respect to Lands provided that if such access, work or repair impacts the operation of the EV Stations, the Licensor shall provide at least forty-eight (48) hours' prior written notice to the Licensee of such access, work or repair except in the case of emergencies in which case no such prior written notice will be required.
- 2.9 Throughout the Term, the Licensor agrees to provide the use, on an exclusive basis, of three (3) parking stalls (the "**Parking Stalls**") immediately adjacent to the EV Station, which locations are specifically shown in the Site Plan, for use by customers of the general public to park a vehicle for the purpose of electrically charging such vehicle with the EV Station. The Parking Stalls shall be provided at no charge to the Licensee and, subject to the Licensee's obligation set out under this Section 2.9, shall be constructed, maintained and repaired by the Licensor at the Licensor's sole cost and expense. The Licensor agrees that the Parking Stalls shall be: (a) graded flat; (b) be clearly marked as EV designated, which shall be the responsibility and at the sole cost of the Licensee; (c) be of sufficient size for all types of passenger vehicles; and (d) in sufficient proximity to the EV Station and have appropriate ingress and egress to allow for customers to charge their vehicles using the EV Station. The Licensor and the Licensee will mutually agree on any procedures, in accordance with all applicable laws, if both deem necessary, to ensure that the exclusive use of the Parking Stalls granted to the Licensee and customers of the EV Station pursuant to this Section 2.9 is maintained.

3.0 **Article 3 - Licence Fee**

- 3.1 As of the Commencement Date, the Licensor hereby acknowledges receipt of payment of the License Fee from the Licensee. The Licensor further acknowledges and agrees that other than the License Fee and except as otherwise set out in this Agreement, there shall be no other charges, fees, expenses, costs, taxes or payments due by the Licensee to the Licensor for use of the Licensed Area or access across the Lands by the Licensee pursuant to this Agreement.

4.0 **Article 4 - Operation of EV Station**

- 4.1 The Licensee shall, at its sole cost and expense, install, maintain, repair and operate the EV Stations in a good and workmanlike manner which, without limiting the generality of the foregoing, shall include:
- (a) keeping the EV Station in safe, clean and sanitary condition;
 - (b) keeping the EV Station in good and substantial repair; and
 - (c) repairing any damage to the EV Station in a timely fashion; and
 - (d) notifying the Licensor at least seven (7) calendar days in advance of any routine outages of the EV Station and as soon as reasonably and practically possible for unplanned outages of the EV Station.

4.2 The Licensor covenants and agrees to:

- (a) maintain the Lands, including but not limited to keeping the Lands and Parking Stalls **reasonably lit**, in a clean and sanitary condition free of waste, garbage, rubbish and snow and ice (such removal of snow and ice to be completed in accordance with Applicable Laws) and to regularly cut or trim any grass and keeping the Lands, including but not limited to the Parking Stalls, reasonably free of any weeds;
- (b) keep the Lands and Parking Stalls safe and secure, including providing, implementing and maintaining **reasonable security measures** for the Lands, including but not limited to the Parking Stalls, as mutually agreed between the Licensor and Licensee, to protect the EV Stations against theft, vandalism and damage;
- (c) not to or permit to be done any actions which would cause damage to the EV Station or prohibit or restrict the access to or use of the EV Station; and
- (d) in the event that the EV Station has been damaged, vandalized or stolen or is otherwise is not in proper working order to immediately notify the Licensee.

4.3 The Licensor acknowledges that throughout the Term, the Licensee shall maintain ownership of the EV Stations. Subject to the Option to Extend in favor of the Licensee pursuant to Article 12, upon the expiry of the Term, the Licensee shall remove the EV Station from the Lands in accordance with Section 7.02 unless the Licensee and the Licensor mutually agree to the Licensee selling and the Licensor purchasing the EV Station at a price and upon terms mutually agreeable to the Licensee and the Licensor, each acting reasonably and in good faith. In the event the Licensee and the Licensor mutually agree upon a purchase and sale of the EV Station pursuant to this Section 4.03, the Licensee shall not be required to remove the EV Station from the Lands.

4.4 The Licensee shall be solely responsible for dealing with all customer care, service and inquiries and complaints with respect to the EV Station. The Licensee shall ensure that contact information of the Licensee for customers is clearly displayed on each EV Station.

4.5 Nothing herein shall require either Party to disclose to the other any confidential or proprietary information, including but not limited to the customers of the EV Station nor any personal information. Nothing herein shall operate as any license, consent or permission for either Party to use the names, trademarks or logos of the other Party without prior written consent from such Party.

5.0 **Article 5 - Relocation of EV Station**

5.1 At any time throughout the Term, the Licensee may elect to relocate the EV Station (the "**Licensee Relocation**"). Prior to any Licensee Relocation, the Licensee agrees with the Licensor that the Licensee shall consult with the Project Review Committee prior to the EV Station being relocated. Such consultation will occur with a view to collaborating on approaches to resolve applicable issues related to the intended Licensee Relocation and to avoid the Licensee Relocation, if possible. If the Licensee Relocation is determined by the Project Review Committee and the Licensee, both acting reasonably, to be necessary or desirable, the Licensee agrees with the Licensor to collaborate with the Project Partners to find an alternative suitable location consistent with the objectives established for the Project and to prioritize a relocation of the EV Station within the Municipality. In the event an alternative suitable location within the Municipality cannot be determined, the Licensee would then look for suitable sites in other municipalities in southern Alberta. In the event after such consultation with the Project Review Committee, no suitable solution can be determined between

the Licensee and the Project Review Committee and the Licensee still elects to relocate the EV Station, the Licensee may proceed with the Licensee Relocation by providing at least thirty (30) days' prior written notice to the Licensor of such Licensee Relocation.

- 5.2** Unless otherwise agreed in writing, if the Licensee Relocation is determined pursuant to Section 5.01, the Licensee agrees with the Licensor that the Licensee shall collaborate with the Project Review Committee to determine the responsibility of the costs for a Licensee Relocation, including but not limited to exploring alternative sources of funding for the costs of the Licensee Relocation. The Licensee and the Project Review Committee shall act reasonably, diligently and in good faith in such collaboration and determination. In the event after such collaboration the Licensee and the Project Review Committee cannot jointly agree upon the responsibility of the costs of the Licensee Relocation, including locating an alternate source of funding for the costs of the Licensee Relocation, the costs of the Licensee Relocation shall be shared equally between the Licensee and the Licensor.
- 5.3** At any time throughout the Term, in the event the Licensor intends to sell the Lands to a bona fide third party purchaser or to redevelop the Lands, the Licensor may elect to relocate the EV Station (the "**Licensor Relocation**"). Prior to any Licensor Relocation, the Licensor agrees with the Licensee that the Licensor shall consult with the Project Review Committee prior to the EV Station being relocated. Such consultation will occur with a view to collaborating on approaches to resolve applicable issues related to the intended Licensor Relocation and to avoid the Licensor Relocation, if possible. If the Licensor Relocation is determined by the Project Review Committee and the Licensor, both parties acting reasonably, to be necessary or desirable, the Licensor agrees with the Licensee to collaborate with the Project Partners and the Licensee to find an alternative suitable location consistent with the objectives established for the Project and to prioritize a relocation of the EV Station within the Municipality. In the event an alternative suitable location within the Municipality cannot be determined, the Licensee would then look for suitable sites in other municipalities in southern Alberta. In the event after such consultation with the Project Review Committee, no suitable solution can be determined between the Licensor and the Project Review Committee, including relocating the EV Station to another location owned by the Licensor within the Municipality, and the Licensor still elects to relocate the EV Station, the Licensor may proceed to terminate this Agreement with at least thirty (30) days' prior written notice to the Licensee of such termination.
- 5.4** Unless otherwise agreed in writing, if the Licensor effects a Licensor Relocation or terminates this Agreement pursuant to Section 5.03, the Licensor agrees to pay for all costs and expenses for the relocation of the EV Station or termination of this Agreement, including but not limited to any costs of relocation and removal of the EV Station from the Lands and restoration of the Lands.
- 5.5** In the event the EV Station is relocated to a location within the Municipality in accordance with this Article 5 pursuant to either a Licensee Relocation or a Licensor Relocation, the Parties agree to enter into an amending agreement to this Agreement to formalize such relocation. In the event the EV station is relocated to a location outside the Municipality pursuant to a Licensee Relocation, this Agreement shall terminate upon such date set out in the written notice provided pursuant to Section 5.01. In the event this Agreement is terminated pursuant to a Licensee Relocation, the Licensee shall remove the EV Station and all related equipment located above the surface of the Lands. The Licensee shall be required to restore the Lands above the surface to the condition immediately prior to the Commencement Date, reasonable wear and tear excepted, but shall not be required to remove the Electrical Utility Power Source nor restore any area below the surface of the Lands. The cost of such removal and restoration shall be included in the costs of relocation as determined pursuant to Section 5.02.

6.0 Article 6 - Liability and Indemnification

6.1 The Licensee shall be liable to the Licensor for and indemnify and save harmless the Licensor, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (including solicitor and own client costs) which may be brought or made against the Licensor or which the Licensor may pay or incur and which arise out of or in connection with:

- (i) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Licensee; or
- (ii) any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use, omissions, negligence or wilful misconduct within the Licensed Area by the Licensee, its servants, agents or employees or caused by the operation or malfunction of the EV Station;

excepting such losses, liabilities, claims, suits, actions, demands, expenses, damages and costs arising from the negligence or wilful misconduct of the Licensor, its servants, agents or employees.

6.2 The Licensor shall be liable to the Licensee for and indemnify and save harmless the Licensee, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (including solicitor and client costs) which may be brought or made against the Licensee or which the Licensee may pay or incur and which arise out of or in connection with:

- (i) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Licensor; or
- (ii) any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use, repair, maintenance, omissions, negligence or wilful misconduct within the Lands by the Licensor, its servants, agents or employees;

excepting such losses, liabilities, claims, suits, actions, demands, expenses, damages and costs arising from the negligence or wilful misconduct of the Licensee, its servants, agents or employees.

6.3 This Article 6 shall survive the termination of this Agreement.

7.0 Article 7 - Insurance

7.1 Throughout the Term, the Licensee shall maintain in full force and effect the following:

- (a) commercial general liability coverage with limits of not less than \$2,000,000.00 combined single limit per occurrence and \$5,000,000.00 in the aggregate, against claims for bodily injury and property damage liability covering: (i) the Lands; and (ii) contractual liability coverage for the performance by the Licensee of the indemnities set forth in this Agreement. The Licensor shall be named as an additional insured and this insurance policy shall contain provisions for cross-liability and severability of interest among the insureds.

7.2 Throughout the Term, the Licensor shall maintain in full force and effect the following:

- (a) commercial general liability coverage with limits of not less than \$2,000,000.00 combined single limit per occurrence and \$5,000,000.00 in the aggregate, against claims for bodily

injury and property damage liability covering: (i) the Lands; and (ii) contractual liability coverage for the performance by the Licensor of the indemnities set forth in this Agreement. The Licensee shall be named as an additional insured and this insurance policy shall contain provisions for cross-liability and severability of interest among the insureds; and

- (b) "all risks" insurance in an amount equal to the full replacement value of, as applicable, the buildings, structures, vehicles, materials, equipment or other property owned by the Licensor and located on the Lands from time to time. The insurance under this Section 7.02(b) shall contain a waiver by the insurer of any right of subrogation against the Licensee in connection with any loss or damage covered by such insurance.

8.0 Article 8 – Default, Termination, Expiry of Term and Restoration

8.1 At any time prior to the commencement of the installation of the EV Station within the Licensed Area, the Licensee shall have the right to terminate this Agreement due to unforeseen circumstances, without liability, upon providing sixty (60) days' prior written notice to the Licensor.

8.2 Subject to the requirements set out in this Section 8.02, at any time following the Energization Date, the Licensee shall have the option to terminate this Agreement without cause (the "**Licensee Termination**"). In the event the Licensee intends to terminate this Agreement, the Licensee agrees with the Licensor that the Licensee shall consult with the Project Review Committee prior to this Agreement being terminated. Such consultation will occur with a view to collaborating on approaches to resolve applicable issues related to the intended Licensee Termination and to avoid the Licensee Termination, if possible. If the Licensee Termination is determined by the Project Review Committee and the Licensee, both acting reasonably, to be necessary or desirable, and a Licensee Relocation of the EV Station under Article 5 is not applicable, the Licensee agrees with the Licensor to collaborate with the Project Partners to find an alternative solution consistent with the objectives established for the Project and to prioritize the continued operation of the EV Station pursuant to this Agreement. In the event after such consultation with the Project Review Committee, no suitable solution can be determined between the Licensee and the Project Review Committee, both acting reasonably, and the Licensee still elects to terminate this Agreement, the Licensee may proceed with the Licensee Termination by providing at least thirty (30) days' prior written notice to the Licensor of such Licensee Termination.

8.3 In the event the Licensee terminates this Agreement pursuant to Section 8.02, the Licensor may elect to have ownership of the EV Station transferred from the Licensee to the Licensor or a third party selected by the Licensor or elect to have the Licensee remove the EV Station and all related equipment located above the surface of the Lands and to restore the surface of the Lands, at the Licensee's sole expense. The Licensee shall not be required to remove the Electrical Utility Power Source nor restore any area below the surface of the Lands.

8.4 In the event either Party fails to perform or has breached any of its obligations required to be performed under this Agreement (the "**Defaulting Party**") and if such failure or breach is capable of being remedied after written notice from the other Party (the "**Non-Defaulting Party**"):

- (a) and the Defaulting Party fails to remedy such failure or breach within ten (10) Business Days: or

- (b) if such failure of breach cannot reasonably be remedied within ten (10) Business Days, the Defaulting Party fails to commence to rectify such failure or breach with such ten (10) Business Day period or thereafter fails to proceed diligently to remedy such failure or breach;

then the Non-Defaulting Party may consult with the Project Review Committee with a view on collaborating on approaches to remedy such breach. In the event the Non-Defaulting Party elects to consult with the Project Review Committee and no solution is determined to remedy such breach, the Non-Defaulting Party may immediately terminate this Agreement and pursue all available remedies available pursuant to Applicable Laws.

8.5 In the event the Licensee terminates this Agreement pursuant to Section 8.04, the Licensor shall be responsible for all costs and expenses of removal of the EV Station, the Electrical Utility Power Source exit obligations, and all related equipment located above or below the surface of the Lands. The Licensor shall further be responsible for all costs and expenses of the relocation of the EV Station by the Licensee from the Lands to an alternate location, whether within or outside the Municipality, which costs shall include but not be limited to installation and administration fees and expenses incurred by the Licensee for such relocation.

8.6 In the event the Licensor terminates this Agreement pursuant to Section 8.04, the Licensor may elect to have ownership of the EV Station transferred from the Licensee to the Licensor or a third party selected by the Licensor or elect to have the Licensee remove the EV Station from the Lands. In the event the Licensor elects to have the Licensee remove the EV Station from the Lands, the Licensee shall be responsible for any costs and expenses of removal of the EV Station and all related equipment located above the surface of the Lands. The Licensee shall restore the lands above the surface to the condition immediately prior to the Commencement Date, reasonable wear and tear excepted, but shall not be required to remove the Electrical Utility Power Source nor restore any area below the surface of the Lands. In the event the Licensor is required to remove the EV Station from the Lands, the Licensee shall be responsible for the removal costs (up to the maximum of the average sum of the costs incurred for the initial installations of the EV Stations for the Project) to relocate the EV Station to another site selected by the Project Review Committee.

8.7 Upon the expiry of the Term, the Licensee shall, at its sole cost and expense, unless otherwise agreed upon by the Parties, remove the EV Station and all related equipment located above the surface of the Lands. The Licensee shall be required to restore the Lands above the surface to condition immediately prior to the Commencement Date, reasonable wear and tear excepted, but shall not be required to remove the Electrical Utility Power Source nor restore any area below the surface of the Lands.

9.0 Article 9 – Representations of the Licensor

9.1 The Licensor represents and warrants to the Licensee that:

- (a) the Licensor owns legal and beneficial title to the Lands and that it has the authority to grant the Permitted Use to the Licensee under this Agreement;
- (b) the Permitted Use granted under this Agreement is permitted under all Applicable Laws in which the Licensor has jurisdiction and the Licensee has obtained all necessary permits and approvals to carry out the Permitted Use under all Applicable Laws in which the Licensor has jurisdiction; and

(c) there are no Hazardous Substances on or below the surface of the Lands.

10.0 Article 10 – Compliance with Laws

10.1 The Licensee agrees to comply with all Applicable Laws and maintain, at the cost and expense of the Licensee, such licenses, permits and approvals, from all federal, provincial, municipal or other government authorities as may be necessary to enable the Licensee to conduct its business or carry out the Permitted Use in accordance with this Agreement.

11.0 Article 11- Environmental Provisions

11.1 The Licensor acknowledges that the Licensee shall not be responsible for the presence of any hazardous substances including without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances or any other substances prohibited under Applicable Laws (collectively “**Hazardous Substances**”) which existed on or under the Lands prior to the Commencement Date or any Hazardous Substances on or under the Lands after the Commencement Date not directly caused by the Licensee.

11.2 The Licensor agrees to indemnify and hold harmless the Licensee and its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (including solicitor and own client costs) which may be brought or made against the Licensee or which the Licensee may pay or incur and which arise out of or in connection with any Hazardous Substances existing on the Lands prior to the Commencement Date or with any Hazardous Substances existing on the Lands following the Commencement Date directly caused by the Licensor.

11.3 The Licensee agrees to indemnify and hold harmless the Licensor and its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (including solicitor and own client costs) which may be brought or made against the Licensor or which the Licensor may pay or incur and which arise out of or in connection with any Hazardous Substances existing on the Lands following the Commencement Date directly caused by the Licensee.

12.0 Article 12 - Options to Extend

12.1 The Licensee shall have two (2) options to extend (each an “**Option to Extend**”) the Term for periods of five (5) years for each extension term (each an “**Extension Term**”). The Option to Extend may be exercised by the Licensee by providing written notice (the “**Extension Notice**”) to the Licensor at least thirty (30) days prior to the expiry of the Term or first Extension Term, as the case may be, provided that the Extension Term shall be subject to the prior written consent of the Licensor, acting reasonably, (the “**Licensor Extension Approval**”) after the Licensee has delivered the Extension Notice to the Licensor. In the event the Licensor has not delivered the Licensor Extension Approval within ten (10) Business Days following the receipt of the Extension Notice indicating whether the Licensor consents or does not consent to the Extension Term, the Licensor shall be deemed to have consented to the Extension Term. During the Extension Term, this Agreement shall be on the same terms and conditions as during the initial Term except there shall be no further Option to Extend beyond the second Extension Term.

13.0 Article 13 – Notice

13.1 Any notices under this Agreement given to the Parties shall be in writing and shall be conclusively deemed to be sufficiently given if personally delivered, sent by registered mail or electronic mail addressed as follows:

(a) to the Licensor at:

Village of Longview
128 Morrison Road, Box 147
Longview, AB T0L1H0
Attention: Dale Harrison, CAO
cao@village.longview.ab.ca

(b) to the Licensee at:

ATCO Power (2010) Ltd.
5302 Forand Street, SW, Calgary, Alberta T3E 8B4
Attention: _____
Email: _____

Any notice made by registered mail will be deemed to have been given or served on the first (1st) day after it has been delivered to the recipient. Any notice given by personal delivery will be deemed to have been given on the first (1st) day following the day it is sent or delivered. Any notice given by electronic mail shall only be deemed to have been given upon confirmation of receipt by the recipient of such notice by electronic mail on the day that the recipient confirms receipt by electronic mail of such notice. A party may change its address for service at any time by notice in writing to the other party.

14.0 Article 14 – Assignment or Transfer

14.1 Except as provided for in Section 14.02, neither Party shall be entitled to assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

14.2 Notwithstanding Section 14.01 and provided the Licensee delivers an assumption agreement between the Licensee and any assignee or transferee of this Agreement, the Licensee shall be permitted to assign or transfer this Agreement without the prior consent of the Licensor, but with prior written notice to the Licensor, to an affiliate (as such term is defined under the *Alberta Business Corporations Act*) of the Licensee.

15.0 Article 15 - General Provisions

15.1 Nothing herein will be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party will hold itself out contrary to the terms of this clause by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this clause.

15.2 This Agreement is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this

Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

- 15.3** Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
- 15.4** This Agreement will be construed and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 15.5** All references will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership. All reference to clause numbers means clauses within this Agreement.
- 15.6** The failure of a party to insist upon the strict performance of any covenant, term or condition hereof, or to enforce any rights hereunder will not be construed as a waiver of such party's rights or remedies hereunder and the same will continue to be in full force and effect. A waiver of any default hereunder will not operate as a waiver of any subsequent default.
- 15.7** This Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto.
- 15.8** This Agreement shall extend to and bind the successors and permitted assigns of the Parties.
- 15.9** This Agreement may be executed by the parties in separate counterparts and in Portable Document Format (PDF), each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by electronic mailing transmission shall be effective as delivery of a manually executed copy of this Agreement, and each party undertakes to provide each other party with a copy of this Agreement bearing original signatures forthwith upon demand.

(remainder of this page intentionally left blank, signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

LICENSOR:

VILLAGE OF LONGVIEW

Per: Dale Harrison

Chief Administrative Officer

LICENSEE:

ATCO POWER (2010) LTD.

Per: _____

Name: _____

Title: _____

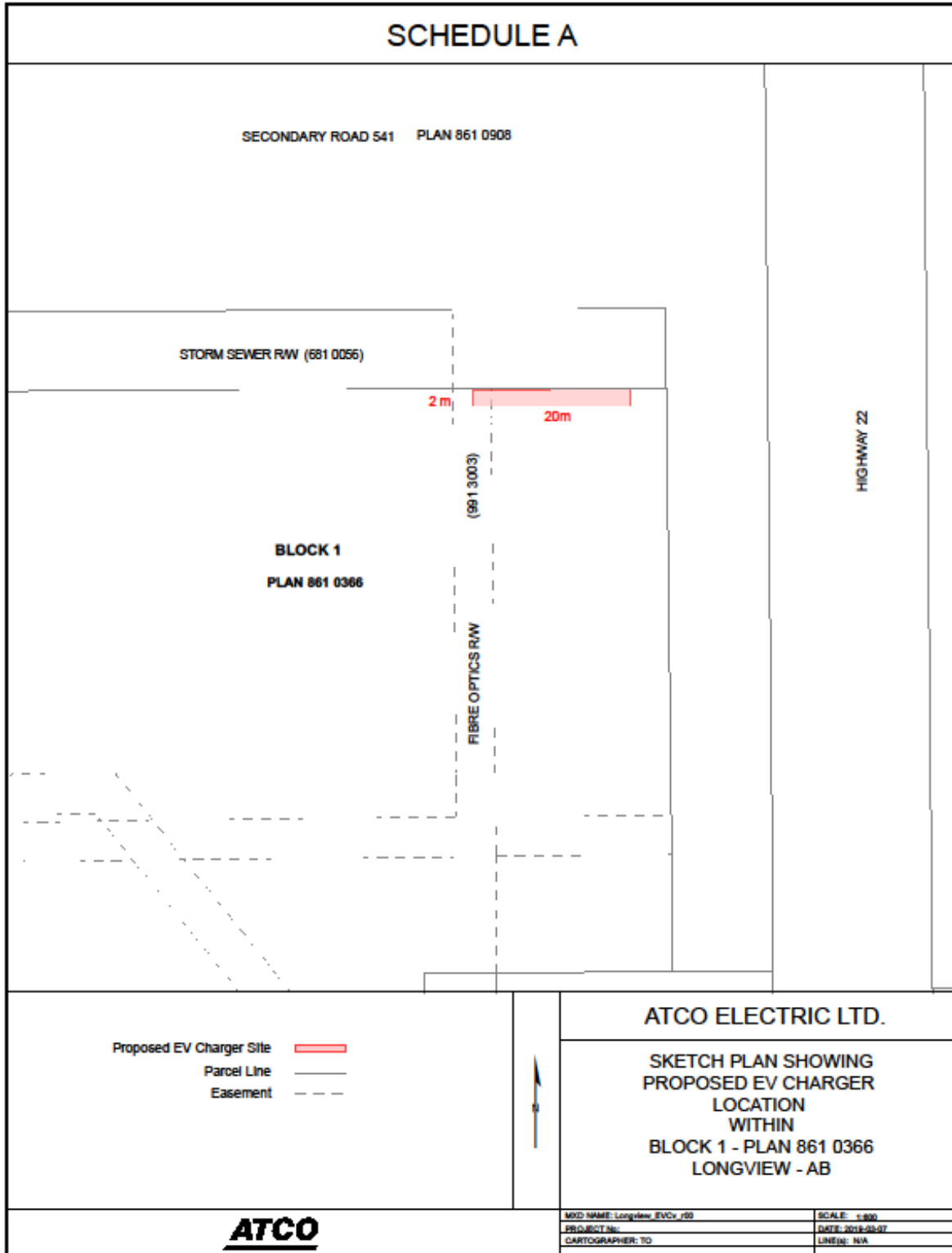
Per: _____

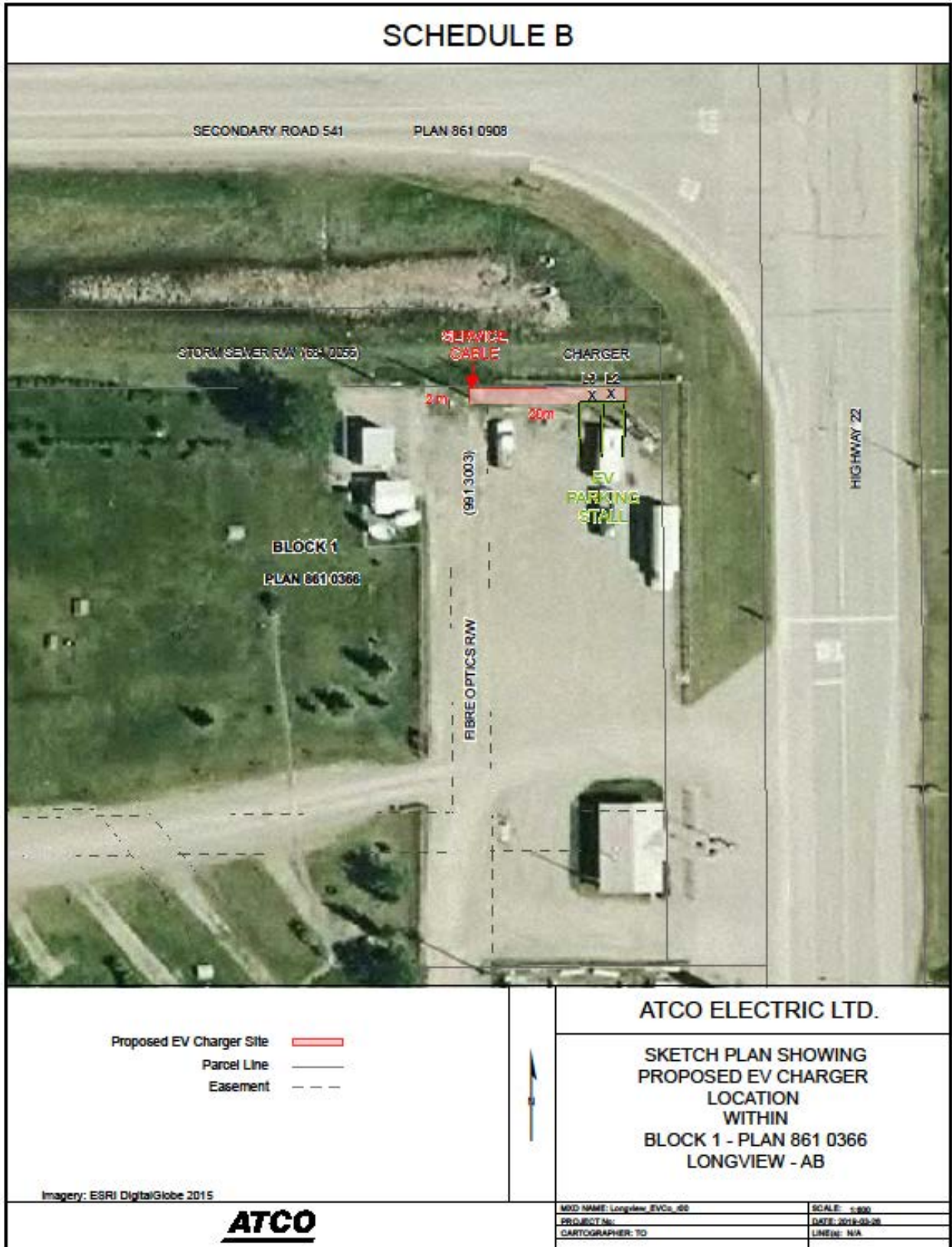
Name: _____

Title: _____

SCHEDULE "A"

LANDS







**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 13.4

Date: April 16, 2018
Title: Library Alternate
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that the Village of Longview remove Mayor Wight as the Alternate for the Library Board.

Alternatives: 2. Defeat above motion.
3. That discussion be tabled _____ (for further information or future date).

Background: The Longview Library committee does not allow alternate members. At the Organizational Meeting the Village has appointed Deputy Mayor Weir with Mayor Wight as alternate.

Implications:
*Policy, Statutory
Plans, Legislative:*

Financial: N/A

Communications: Notices posted at Council meetings

Attachments: Is the documentation severed by FOIP: **NO**
1. none

THIS AGREEMENT made in this __, day of _____, _____,

BETWEEN:

THE VILLAGE OF LONGVIEW, a Municipal Corporation
In the Province of Alberta,
(Hereinafter called "the Village")
OF THE FIRST PART
AND

LIGHT UP LONGVIEW COMMITTEE, of the Village of Longview
In the Province of Alberta
(Hereinafter called "Light Up")
OF THE SECOND PART

WHEREAS the Village is the owner of certain lands in the Village which may be utilized for services for the benefit of the public;

AND WHEREAS the Light Up Longview Committee has agreed to hang Christmas lights throughout several properties owned by the Village as listed:

- a) Tales & Trails Campground hereinafter referred to as the Campground;
- b) The Tourist Information Centre
- c) The Village Office grounds
- d) Centennial Park
- e) Pumpjack Park
- f) Welcome to Signs
- g) Highway Boulevards

NOW THEREFORE in consideration of the observance and performance of the stipulations, covenants and conditions hereinafter reserved and contained, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Tales & Trails Campground" shall mean the campground area unless otherwise designated.
- 1.2 "Council" shall mean the Village of Longview Council.
- 1.3 "Supervisor" shall mean the Chief Administrative Officer for the Village or his/her designate.

2. THE LIGHT UP LONGVIEW COMMITTEE COVENANTS

- 2.1 That Light Up shall, subject to the terms and conditions of this agreement agree to:
 - 2.1.1 Install Christmas lights and displays through the above named properties in the fall after October 1st.
 - 2.1.2 Light Up shall turn the lights on at the end of November each year and leave the lighting displays lite until the end of January

3. THE LICENSED FACILITIES

- 3.1 The Village hereby grants a license to Light Up, and Light Up does hereby accept such license from the Village on the terms and conditions hereinafter set out.
- 3.2 The area, which Light Up is licensed to occupy and use, is that part of Plan 8610366 commonly known as the Tales & Trails Campground as outlined in red on Schedule "A" and all buildings and improvements thereon including the changes rooms and the Tourist Information Centre.

4. TERMS OF LICENSE

4.1 Conditional upon the observance and performance of the terms, conditions and stipulations contained herein, the Village grants to Light Up, a license to occupy for the sum of \$1.00, to Receipt of the rental fee is acknowledged upon signing of the agreement.

5. FEES AND CHARGES

5.1 The Village will not charge Light Up for the use of any of the buildings or property.

6. PERIODS OF OPERATION

6.1 October to April – installation and removal

6.2 December and January – Lights on

7. MONITORING

7.1 Light Up shall, during the term of this Agreement, permit the Supervisor or his designate access on reasonable notice for the purpose of site inspection or any other purpose relative to the terms and conditions of this Agreement.

8. DEVELOPMENT AND IMPROVEMENTS

8.1 All developments and/or improvements to the property, including buildings, grounds, structures, equipment and fixtures, required the written approval of the Village prior to commencement of the work.

8.2 The Village reserves the right to monitor the progress of the development or improvement work and to have the right to inspect the work upon completion.

8.3 Cost for development and/or improvements, including any cost sharing arrangements between the Village and Light Up, will be determined for each specific project and will form a part of submissions to the Village for approval.

9. STORAGE

9.1 Light Up is permitted to use the Tourist Information Centre for storage and installation from October to April.

9.2 Light Up is permitted to use the Campground / Skating Rink Change Room for storage of Lights, displays, and extension cords from April to October.

9.29.3 Light Up is permitted to use approx. half of the Firewood Storage Compound for larger display items over the summer.

10. MAINTENANCE AND REPAIR

10.1 Light Up shall provide all labor and materials and be responsible for the repair of any and all damage from any cause to any Village property including, but not limited to, structures, equipment, fixtures and grounds

11. INDEMNIFICATION

11.1 The Village covenants and agrees to indemnify and hold harmless all members of Light Up acting on behalf of the Village from any and all claims, risk, action and causes of action howsoever caused arising from or out of the operation of Light Up.

11.11.2 Light Up is responsible to carry their own insurance both liability and injury insurance covering the volunteers when installing and removing the lights.

12. OWNERSHIP OF ASSETS

- 12.1 All building, structures, equipment, and fixtures installed or erected upon or under the property by either of the parties hereto shall become and be the sole property of the Village.
- 12.2 All lights, displays, timers, extension cords and light sequencers shall be the sole property of Light Up.

13. DISSOLUTION OF LIGHT UP

13.1 If Light Up surrenders its registration as a Society, or if the registration is revoked, or if Light Up becomes inactive, or if Light Up becomes insolvent, then this Agreement and the license granted to Light Up hereunder shall be terminated and no further rights shall exist other than the ownership which Light Up retains in its own assets.

~~13.1~~13.2 If Light Up dissolves or stops doing the lights in the Village, the Village will have the first right of refusal on the disposals of the lights, timers, extension cords, and displays.

14. TERMINATION

- 14.1 Either party to this agreement may terminate the agreement by giving written notice on or before the end of September of each year.
- 14.2 If the agreement is terminated for any reason other than as set out in section 13.1, the termination shall be effective on September 31 of that year.

15. NOTICES

15.1 That any Notice required to be serviced pursuant to the provisions of this Agreement shall be sufficiently served

- a) In the case of Notice to the Village, if sent prepaid registered mail addressed to:

Chief Administrative Officer
Village of Longview
Box 147
Longview, AB TOL 2A0

- b) In the case of Notice to Light Up, if sent prepaid registered mail addressed to:

The Chairperson of the Light Up Longview
Box ??
Longview, AB
TOL 1H0

16. GENERAL INTEREST

16.1 That it is agreed by the parties hereto that amendments and further agreements may be necessary in the future to fully implement and carry out the intent of the Agreement, and the parties agree that they will not unreasonably withhold their consent and agreement to such amendments and agreements necessary in the future to better implement and carry out the objectives and intent of this Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals by the proper officers in that behalf.

VILLAGE OF LONGVIEW

Per: _____

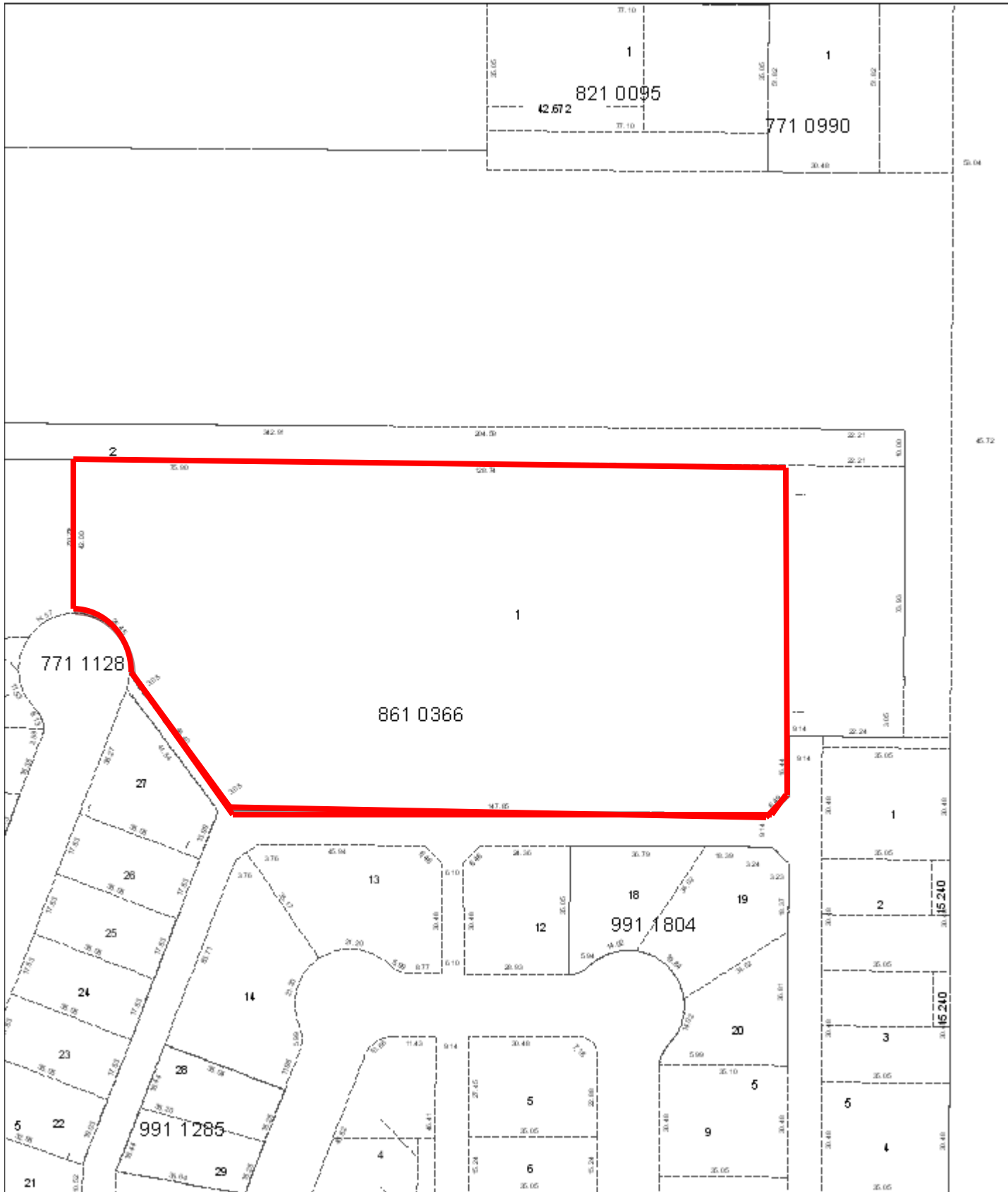
Per: _____

LIGHT UP LONGVIEW

Per: _____

Per: _____

SCHEDULE "A"



Longview



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 13.6

Date: April 10, 2019
Title: Gully Vegetation Control
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that the Village of Longview accept the proposed updated version of the ISDAB Agreement between Longview, Black Diamond, and Turner Valley.

Alternatives: 2. Defeat above motion.
3. That discussion be tabled _____ *(for further information or future date).*

Background: The Longview Fire Department surveyed the gully for consideration of burning it. The Department stated that the southeast side was too overgrown with willows to consider safely burning it. It was determined that they would burn the grassy area in the bottom and northward in the fall of 2019.

Conversation with the Chief suggested using a bushhog to cut the willows back. The Village does not have the equipment or manpower to tackle the brushing of the willows in the ravine. There is not a MGA requirement for the Village to manage all natural areas within it's boundary.

There are several options to clearing the willows in the gully:

- 1) Leave them as is
- 2) Allow the concerned property owners to access and remove the willows
- 3) See if there are any volunteers willing to tackle the job
- 4) Hire a contractor to cut the bush

Implications:
*Policy, Statutory
Plans, Legislative:*

Financial: N/A

Communications: Notices posted at Council meetings

Attachments: Is the documentation severed by FOIP: **NO**
1. none