

AGENDA

SPECIAL COUNCIL MEETING OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday, July 11, 2023
At Longview Council Chambers at 5:30 p.m.

1.0 **CALL TO ORDER**

2.0 **AGENDA**

3.0 **MINUTES**

3.1 Approve previous minutes, June 29 and July 6, 2023 Special Council meetings.

4.0 **BYLAWS**

4.1 Bylaw 465-23 - Repeals and Replaces Bylaw 424-19 – Peace Officer Bylaw, three readings.

5.0 **NEW BUSINESS**

5.1 Community Hall and Cooking House policies.

5.2 Gate closure discussion.

6.0 **CORRESPONDENCE**

6.1 Supernet.

7.0 **ADJOURNMENT**

MINUTES OF THE SPECIAL MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Thursday, June 29, 2023
Held in Longview Council Chambers at 5:30 p.m.

PRESENT

Mayor Klassen
Deputy Mayor Lyons
Councillor Penner

**PUBLIC IN
ATTENDANCE**

Chief Administrative Officer, Roy Tutschek

1 public in attendance.

CALL TO ORDER

Mayor Klassen called the Meeting to order at 6:14 p.m.

AGENDA

Resolution 122-23

MOVED by Councillor Penner that the agenda be accepted as amended, add closed meeting.

**MINUTES OF
PREVIOUS
MEETINGS**

Resolution 123-23

MOVED by Deputy Mayor Lyons that Minutes of the Regular Council meeting June 20, 2023 be accepted as presented.

CARRIED

**CLOSED
MEETING**

Resolution 124-23

MOVED by Deputy Mayor Lyons to close the meeting at 8:37 pm under FOIP Section 16(1), 18(1) negotiations and financial.

CARRIED

**Come out of
Closed Meeting**
Resolution 125-23

MOVED by Councillor Penner to come out of the closed meeting at 9:15 pm.

CARRIED

No residents waiting to re-enter meeting.

Resolution 126-23

MOVED by Councillor Penner that with regard to the 'Primary residence needs to be demolished, discuss options for smaller healthy living space' CAO to follow up with independent consultation.

CARRIED

BUSINESS

**4.1 MPE meeting
date**

Council directed CAO to Propose to MPE a meeting date of July 6, 2023, at 5:30 pm.

MINUTES OF THE SPECIAL MEETING
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**4.2 Community
Hall Policy**
Resolution 127-23

MOVED by Deputy Mayor Lyons to continue consideration of the new community hall policy at next Council meeting.

CARRIED

**4.3 Municipal
Affairs
convention,
accommodation**
Resolution 128-23

CAO to follow up bookings.

**4.4 Community
Garden**
Resolution 129-23

Community Garden location etc., discussed at MPC meeting.

**4.5 EDC –
Aggregation
project**
Resolution 130-23

MOVED by Deputy Mayor Lyons approved Kirk to explore and work with other municipalities on the new provincially endorsed solar aggregation concept, on behalf of EDC, with a member of Village Council, also, no financial commitments can be entered into on behalf of Village Council.

CARRIED

4.6 New Stage
Resolution 131-23

MOVED by Councillor Penner that Council is in favor of the concept of an outside stage. Also, that the Centennial park cannot sustain such a stage, further research is required. Adjacent neighbors would need to be advised.

CARRIED

ADJOURNMENT
Resolution 132-23

MOVED by Mayor Klassen to adjourn the meeting at 9:55 p.m.

CARRIED

MINUTES OF THE SPECIAL MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Thursday, June 29, 2023
Held in Longview Council Chambers at 5:30 p.m.

Mayor

CAO

UNAPPROVED

VILLAGE OF LONGVIEW

BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

BEING A BYLAW OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, RESPECTING THE APPOINTMENT OF BYLAW ENFORCEMENT OFFICERS AND SETTING OUT THE POWERS AND DUTIES OF BYLAW ENFORCEMENT OFFICERS.

WHEREAS the Municipal Government Act, RSA 2000, Chapter M-26 requires that a municipality adopt a bylaw specifying the powers and duties of Bylaw Enforcement Officers and dealing with the discipline of Bylaw Enforcement Officers in their employment; and

AND WHEREAS the Peace Officer Act, Chapter/Regulation P-3.5 2006 provides regulations for the investigation and disposition of complaints against Peace Officers, and for the discipline of Peace Officers;

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

CITATION

1. This bylaw may be cited as the "Bylaw Enforcement / Peace Officer Bylaw."

DEFINITIONS

2. The following definitions will apply to the corresponding words if the first letter of that word is capitalized in this bylaw:
 - a) **Bylaw Enforcement Officer** means an employee of the Village who has been appointed to the position of Bylaw Enforcement Officer pursuant to Bylaw Enforcement Officer Bylaw 424-19.
 - b) **Bylaw Services Supervisor** means an employee of the Village who has been appointed to the position of Bylaw Services Supervisor by default the CAO.
 - c) **CAO** means the person appointed by Council as the Chief Administrative Officer and his designates.
 - d) **Director** shall mean the Director of Law Enforcement for the Province of Alberta.
 - e) **Peace Officer** means the following persons while that person is in the exercise or

VILLAGE OF LONGVIEW

BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

discharge of their power or duties: a Community Peace Officer appointed under the Peace Officer Act, a member of the Royal Canadian Mounted Police, or a park warden appointed under the National Parks Act of Canada.

- f) **Village** means the Corporation of the Village of Longview and, where the context requires, the land included within the boundaries of the Village of Longview.

INTERPRETATION

3. In this bylaw,

- a) Any reference to a named act is a reference to an Act of the Legislature of Alberta, as amended from time to time.
- b) A reference to a named act followed by the word "Canada" is a reference to an Act of the Parliament of Canada, as amended from time to time.
- c) Any references a Village of Longview staff position, department or committee is deemed to be to the current name that the staff position, department or committee is known by.

ROLES, RESPONSIBILITIES AND AUTHORIZATIONS

- 4. The municipal office of Bylaw Enforcement Officer is hereby created.
- 5. A Bylaw Enforcement Officer may be appointed as a Peace Officer pursuant to the Peace Officer Act and its regulations.
- 6. The CAO may appoint one or more Bylaw Enforcement Officers
- 7. The appointment of a Bylaw Officer shall be in writing and shall state the territorial jurisdiction and may state the authority of the CAO delegated to the Bylaw Enforcement Officer.
- 8. The powers and duties of a Bylaw Enforcement Officer shall be limited to those areas of jurisdiction provided for by the authorization given by the CAO, and the Peace Officer Act and are further as follows:
 - a) To enforce the bylaws which the CAO has authorized the Bylaw Enforcement Officer to enforce;
 - b) To follow the directions of the CAO and to report to the CAO as required by him;

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BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

- c) To respond to and investigate public complaints;
 - d) To conduct routine patrols;
 - e) To issue notices, tickets or tags;
 - f) To assist in the prosecution of bylaw and statutory offenses including appearances in court to provide evidence and service of subpoenas on potential witnesses;
 - g) To follow the inspection and enforcement procedures set out in Section 542, 544 and 545 of the Municipal Government Act as delegated to them through the CAO;
 - h) To perform all other duties as delegated by the CAO from time to time as assigned;
 - i) To take the official oath prescribed by the Oaths of Office Act upon being appointed as a Bylaw Enforcement Officer.
 - j) To preserve and maintain public peace.
9. Uniforms worn by a Bylaw Enforcement Officer, while on duty, shall be in accordance with any provincial act that may apply.

CODE OF CONDUCT FOR BYLAW ENFORCEMENT OFFICERS

10. A Bylaw Enforcement Officer shall not violate:
- a) An Act of the Parliament of Canada;
 - b) An Act of the Legislature of Alberta;
 - c) Any regulation made under an Act of either the Parliament of Canada or the Legislature of Alberta.
11. A Bylaw Enforcement Officer shall not:
- a) Act in a disorderly or inappropriate manner;
 - b) Act in a manner that would be harmful to the organizational discipline or is likely to discredit the reputation of law enforcement;
 - c) Use profane, abusive or insulting language to any member of a police force, community peace officer, Bylaw Enforcement Officer or any member of the

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BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

public;

- d) Abet or knowingly become an accessory to a default described in this bylaw;
- e) Act in a manner that is not fit or proper;
- f) Apply the law differently or exercise authority on the basis of race, colour, religion, sex, physical disability, marital status, age, ancestry or place of origin, or in any manner that would contravene the Alberta Human Rights Act;
- g) Commit insubordination, where the Bylaw Enforcement Officer by word or action, and without lawful excuse, disobeys, omits or neglects to carry out any lawful order;
- h) Withhold or suppress a complaint against, or a report made about, a Bylaw Enforcement Officer;
- i) Neglect, without a lawful excuse, to promptly or diligently perform their duties;
- j) Wilfully or negligently make or sign a false, misleading or inaccurate statement in any official document or record;
- k) Without lawful excuse:
 - i) destroy, mutilate or conceal an official document or record;
 - ii) alter or erase an entry in any official document or record;
- l) Make known any matter that is a person's duty to keep in confidence, or communicate to the news media or to any unauthorized person any law enforcement matter which could be injurious to any person or ongoing investigation;
- m) Fail to account for or to make a prompt and true return of money or property that the Bylaw Enforcement Officer receives in their official capacity;
- n) Directly or indirectly ask for, or receive, a payment, gift, subscription, testimonial or favour without the consent of the CAO;
- o) Become involved in a financial, contractual or other obligation with a person whom the Bylaw Enforcement Officer could reasonably expect to report or give evidence about;
- p) Without lawful excuse, use their official position for personal advantage or

VILLAGE OF LONGVIEW

BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

another person's personal advantage;

- q) Exercise authority when it is unlawful or unnecessary to do so;
- r) Consume alcohol while on duty, or consume or otherwise use or possess drugs that are prohibited by law, or report for duty, be on duty or be on stand-by for duty while unfit to do so by the use of alcohol or a drug (includes prescription medication and cannabis);
- s) Demand, persuade or attempt to persuade another person to give, purchase or obtain liquor for a Bylaw Enforcement Officer who is on duty;
- t) Apply excessive or otherwise inappropriate force in circumstances where force is used.

COMPLAINTS AND DISCIPLINARY MEASURES

12 If the Village of Longview enters into an agreement with another Alberta municipality as a Contracted Bylaw or Peace Officer Service Provider, the agreement may provide for complaints of misuse of Power and discipline of Bylaw Enforcement Officers to be dealt with by the Contracted Service Provider in accordance with the disciplinary procedures adopted by that municipality, by bylaw, otherwise the disciplinary procedures set out in this Part shall apply to all complaints regarding complaints of Misuse of Power by Bylaw Enforcement Officers.

COMPLAINTS

13.

(1) If a person reasonably believes there has been a Misuse of Power by a Bylaw Enforcement Officer, the person may file a complaint in accordance with this Part.

(2) A complaint made under subsection (1) must:

(a) be made in writing,

(b) include the full name of the complainant,

(c) include contact information for the complainant,

(d) indicate the specific reasons for the complaint and,

(e) be send to the Town, attention: Chief Administrative Officer.

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BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

(3) Upon receipt of a complaint, the Chief Administrative Officer shall, as applicable, either:

(a) forward the complaint to the Contracted Service Provider for investigation and disposition in accordance with the Contracted Service Provider's disciplinary procedures, or

(b) ensure the complaint is processed in accordance with the procedures established in this Part.

(4) Subject to clause 3(a), the CAO shall acknowledge receipt of a complaint, in writing, to the complainant and to the Bylaw Enforcement Officer against whom the complaint is made.

INVESTIGATIONS

14.

(1) Unless the complaint is being dealt with by the Contracted Service Provider in accordance with Section 14, the Manager shall proceed to investigate the complaint.

(2) In conducting an investigation the Manager may:

(a) speak to anyone relevant to the complaint;

(b) enter any Town facility or worksite relevant to the complaint;

(c) access any records relevant to the complaint, except a record that contains information that is subject to solicitor-client privilege unless privilege has been waived.

(3) The Bylaw Enforcement Officer against whom a complaint has been made shall be given the opportunity to make a full response to the complaint allegations and provide supporting evidence in writing to the Manager.

(4) After receipt of a complaint, the Manager may refuse to investigate or discontinue the investigation if, in the Manager's opinion,

(a) the complaint is frivolous, vexatious or made in bad faith; or

(b) having regard to all of the circumstances, no investigation is necessary.

(5) Upon the conclusion of the Manager's investigation the Manager shall issue a written decision summarizing the allegations, the findings and the Manger's conclusion as to whether the complaint is substantiated. A copy of the Manager's written decision will be provided to the complainant and to the Bylaw Enforcement Officer against whom the complaint was made.

APPEALS

15. An appeal from the decision of the Manager may be commenced by the Bylaw Enforcement Officer or the complainant by filing a written notice of the appeal with the Chief Administrative Officer within fourteen (14) days of receipt of the written decision issued by the Manager.

16. Upon receipt of an appeal the Chief Administrative Officer shall:

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BYLAW 465-23 REPEALS AND REPLACES BYLAW 424-19 – PEACE OFFICER BYLAW

- (a) obtain from the Manager, a copy of the complaint, the response of the Bylaw Enforcement Officer to the allegations, and all other documents received or prepared in the course of the Manger's investigation, along with the written decision of the Manager;
 - (b) provide the appellant with an opportunity to submit their reasons for the appeal, including the basis for concluding that the Manager erred in their written decision;
 - (c) provide a copy of the written reasons for the appeal prepared by the appellant to the respondent; and
 - (d) give the respondent an opportunity to submit a written submission in response to the appellant's submissions, a copy of which will be provided by the CAO to the appellant.
17. The CAO shall conduct a review of all of the materials filed, and thereafter, shall:

- (a) confirm, vary, or set aside the decision of the Manager; and
 - (b) inform the appellant, the respondent, and the Manager of the CAO's decision, in writing, with reasons.
18. The decision of the CAO on an appeal arising from a decision of the Manager shall be final and conclusive with no further right of appeal to Council.

DISCIPLINARY ACTION

19. If it has been determined that a Misuse of Power has been committed by a Bylaw Enforcement Officer, appropriate disciplinary action may be taken including:
- (a) issuing a written reprimand to the Bylaw Enforcement Officer;
 - (b) suspending the Bylaw Enforcement Officer for a specified period of time; or
 - (c) terminating the appointment of the Bylaw Enforcement Officer.

REPEAL

20. The Bylaw 424-19 Longview Bylaw Officer², is repealed.

ENACTMENT / TRANSITION

21. This bylaw comes into force when it receives third reading and is signed by the Mayor and the CAO or designates.

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Read a first time this __ day of _____.

Read a second time this __ day of _____.

Proceed to 3rd Reading this __ day of _____.

Read a third time this __ day of _____.

Approved on behalf of the Village of Longview:

Mayor

CAO

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2023.

BETWEEN:

THE VILLAGE OF LONGVIEW

(the “Landlord”)

- and -

BELL CANADA

(the “Tenant”)

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated August 11, 2003 (the “Original Lease”) between The Village of Longview (incorrectly referred to in the Original Lease as “Village of Longview”) (hereinafter referred to as the “Landlord”) as landlord, and Bell West Inc. (hereinafter referred to as the “Original Tenant”), as tenant, in respect of certain space located at Junction of Highway #541 and Highway #22, Longview, Alberta as more particularly described therein (the “Leased Premises”), the Leased Premises were leased to the Original Tenant on the terms set out in the Original Lease.
- B. By a Certificate of Amalgamation dated February 1, 2005, the Original Tenant was amalgamated with the Tenant and in this transaction assigned to the Tenant, all of its right, title, interest and obligations in and to the Original Lease and the Lease as defined herein.
- C. The Landlord and Tenant have agreed to extend the term of the Lease and the Landlord and Tenant have agreed upon the rent payable and other terms respecting such extension as more particularly set out herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Landlord and the Tenant agree as follows:

- 1. The Original Lease, as it is being amended and extended as described above, is referred to in this Lease Confirming and Amending Agreement as the “Lease”.
- 2. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true and accurate in substance and in fact, and the terms defined therein will bear the meanings indicated throughout this Lease Confirming and Amending Agreement.

3. The Term of the Lease has been extended for five (5) years for the period August 11, 2023 up to and including August 10, 2028 (the “First Extension Term”).
4. The Tenant shall pay to the Landlord Rent as set forth in Schedule “C” annexed hereto.

The Landlord represents and warrants to the Tenant that it is a not registered nor required to be registered under the Excise Tax Act (Canada) (GST/HST). Since the Landlord is not registered for GST, any amount of GST indicated in this Agreement is not owed by the Tenant to the Landlord. Furthermore, if an amount is paid as GST, by the Tenant to the Landlord by error, the Tenant has the right, without prior approval from the Landlord, to offset the amount paid as sales taxes against future Rent or additional rent, or any other amount owed to the Landlord by the Tenant. If there are no amounts payable by the Tenant to the Landlord, then the Landlord has to repay the Tenant for the amounts overpaid as sales taxes within sixty (60) days from the date the Tenant communicated the overpayment to the Landlord.

5. The address(es) for service referred to in Section 17 Notices in the Original Lease is hereby deleted in its entirety and replaced with:

“Landlord:

The Village of Longview
P. O. Box 147
Longview, AB
T0L 1H0
Attention: Chief Administrative Officer
Email: cao@village.longview.ab.ca

Tenant:

Bell Canada
c/o BGIS O & M SOLUTIONS INC.
87 Ontario St. West, 8th Floor
Montreal, QC H2X 0A7
Attention: Transactions and Lease Management
Fax: 514-840-8404

With a copy to:

Bell Canada Real Estate Services
87 Ontario St. West, 8th Floor
Montreal, QC H2X 1Y8
Attention: Director, Strategic Asset Planning
Fax: 514 391 7990.”

6. Schedule “B” “Leased Premises” in the Original Lease is hereby deleted in its entirety and replaced with the new Schedule “B” annexed hereto;

7. Schedule "C" "Rent Payment Schedule in the Original Lease is hereby deleted in its entirety and replaced with the new Schedule "C" annexed hereto;
8. Provided the Tenant is not in breach of the Lease at the end of the First Extension Term, the Tenant shall have two (2) options to extend the Term of the Lease (each an "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for Rent and for any other option(s) to extend. The Rent for the extension term(s) shall be as set forth in Schedule "C" attached hereto. The Option to Extend, shall be automatically exercised unless the Tenant gives notice in writing to the Landlord no later than ninety (90) days prior to the date of the expiry of the then current Term of its intention not to exercise the Option to Extend.

If the Tenant does not exercise the Option to Extend, the Tenant shall have no obligation to pay the Rent or any other amounts under this Lease after the expiration of the then current Term, and any proportion of the Rent paid by the Tenant in advance shall be refunded by the Landlord to the Tenant on a pro rated basis.

9. The Tenant will be permitted to register notice of this Lease Confirming and Amending Agreement on title to the Leased Premises, and the Landlord will take such steps as the Tenant may reasonably require to make such registration possible.
10. Any capitalized word used herein and not defined will have the meaning attributed thereto in the Lease, unless the context does not permit.
11. Except as specifically amended by the terms, covenants and agreements of this Lease Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the Lease are hereby ratified and confirmed.
12. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Lease Confirming and Amending Agreement.
13. This Lease Confirming and Amending Agreement will enure to and be binding upon the parties and their respective successors and assigns.
14. The provisions hereto will be interpreted according to the laws of the province of Alberta.
15. The invalidity or unenforceability of any provision of this Lease Confirming and Amending Agreement will not affect the validity or enforceability of any other provision, but will be deemed to be severable.
16. If the party executing this Lease Confirming and Amending Agreement in the Landlord's signature block herein is any party other than the beneficial owner(s) of the property legally described in the Lease (being the Landlord), such party, as the agent, nominee or trustee of the beneficial owner(s), as registered owner or otherwise (the "Intermediary") represents and warrants that it has the good, right, full power and absolute authority to enter into this Lease Confirming and Amending Agreement and grant this Lease and all

of the rights hereunder to the Tenant as the duly authorized agent, nominee or trustee of the Landlord, and that all representations, warranties, covenants and agreements contained herein made on behalf of the Landlord will bind the Landlord.

17. This Lease Confirming and Amending Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.
18. All schedules attached to this Lease Confirming and Amending Agreement will: (a) be binding on the parties, and (b) form part of the Lease:
 - (a) Schedule "B" – Leased Premises
 - (b) Schedule "C" – Rent Payment Schedule

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Landlord and the Tenant have executed this Lease Confirming and Amending Agreement.

The Village of Longview (Landlord)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

BELL CANADA (Tenant)

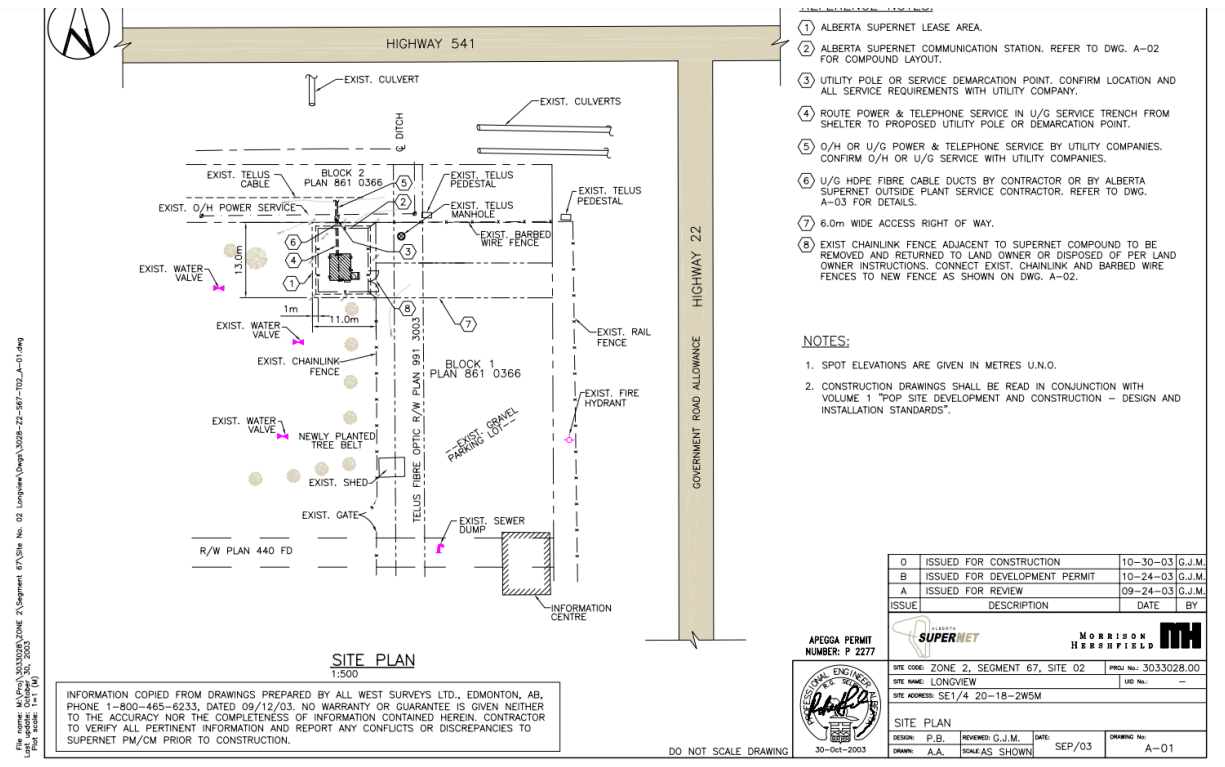
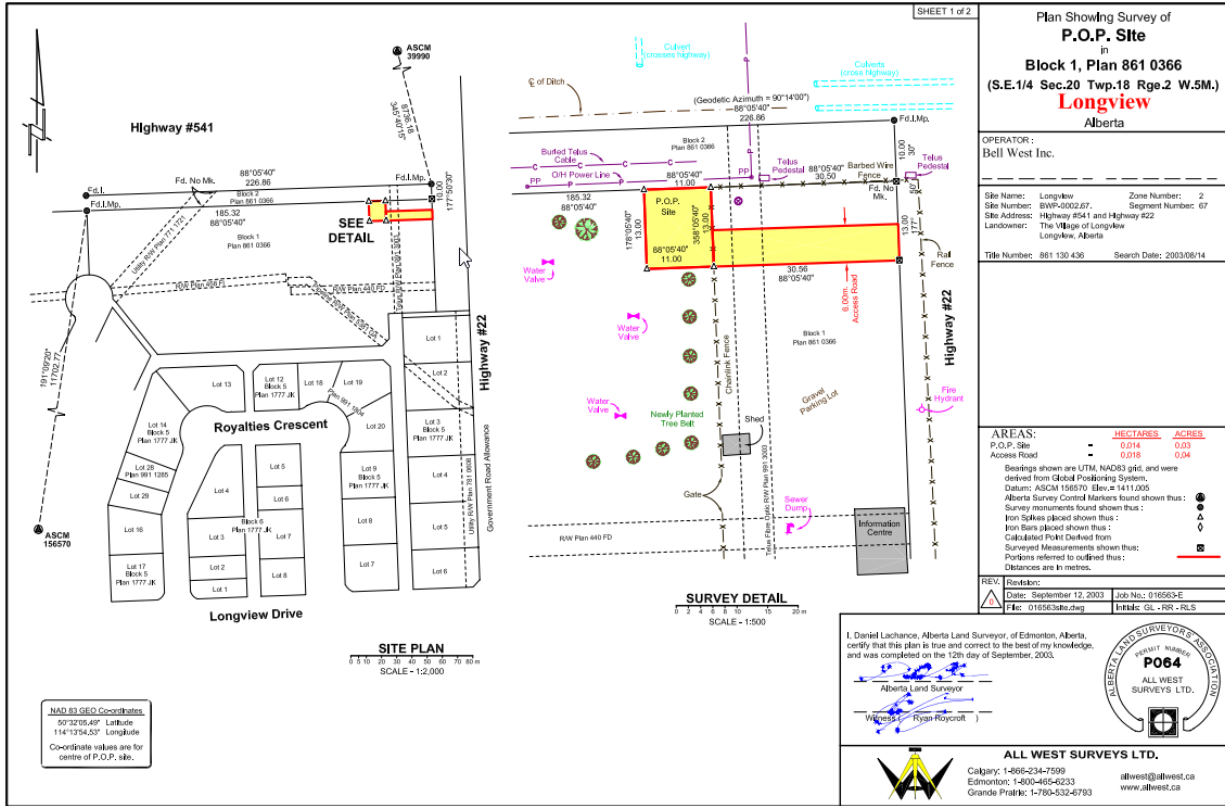
Per: _____

Name:

Title:

I have authority to bind the Corporation.

SCHEDULE "B" LEASED PREMISES



SCHEDULE "C"
RENT PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

The Rent is payable in advance in annual installments of Two Thousand Seven Hundred Fifteen (\$2,715.00) dollars commencing on August 11, 2023, the first such installment to be paid on August 11, 2023, and on the anniversary of the same each and every year thereafter during the First Extension Term

The Rent payable during each Extension Term shall be equal to the Rent prevailing in the immediately preceding Term changed by an amount equal to the Canadian Consumer Price Index (all items) in such immediately preceding Term.

The Landlord shall notify the Tenant, in writing, the new Rent payable for each Extension Term calculated in accordance with the provisions hereof.

Re: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Roy Tutschek <cao@village.longview.ab.ca>

Thu 7/6/2023 11:47 AM

To: Karen Sherwood <Karen.Sherwood@bgis.com>

Cc: June Folkard <JFolkard@village.longview.ab.ca>; Jennifer Crofts <Jennifer.Crofts@bgis.com>

Thank you Karen,

will get back to you

Roy

From: Karen Sherwood <Karen.Sherwood@bgis.com>

Sent: Thursday, July 6, 2023 8:18 AM

To: Roy Tutschek <cao@village.longview.ab.ca>

Cc: June Folkard <JFolkard@village.longview.ab.ca>; Jennifer Crofts <Jennifer.Crofts@bgis.com>

Subject: RE: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Good morning, Roy

Further to our telephone conversation, please find attached Lease Confirming and Amending Agreement for review/consideration by the Council.

Summary of Terms:

- Initial 5 years extension term – 11-Aug-2023 to 10-Aug-2028
- Rent \$2,715/annum (15% increase (rounded) over current rent).
- 2 x 5 years additional extension options
- Consumer Price Index increases apply to the Rent for each extension term (i.e. if CPI for the period 2023 to 2028 amounts to 18%, then Rent for the first extension term will increase by 18%).
- Agreement updates the following:
 - Change of name from Bell West Inc. to Bell Canada,
 - Updates Notice addresses.
 - Updates Schedule B Leased Premises - as our copy lease does not include site plans so this amended remedies situation.
 - Updates Schedule C to reflect new Rent.
- These shelter on the leased premises houses equipment relating to the Government of Alberta's SuperNet project – initiative to provide internet access to all Albertans – providing internet connectivity to the community members.

I look forward to hearing from you in due course.

Regards,

Karen

Karen Sherwood

Regional Manager Real Estate Transactions, West**BGIS Global Integrated Solutions Realty Inc.**

M: 204-250-4960

Suite 310, 1630 Ness Avenue, Winnipeg, MB R3J 3X1

Karen.Sherwood@bgis.comwww.bgis.com*All proposals are subject to client approval. No comments in this email shall be binding or contractual*

From: Roy Tutschek <cao@village.longview.ab.ca>**Sent:** Monday, May 29, 2023 8:54 AM**To:** Karen Sherwood <Karen.Sherwood@bgis.com>**Cc:** June Folkard <JFolkard@village.longview.ab.ca>**Subject:** Fw: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

11 am please

Thanks

From: Karen Sherwood <Karen.Sherwood@bgis.com>**Sent:** Friday, May 26, 2023 7:06 AM**To:** Roy Tutschek <cao@village.longview.ab.ca>; Jennifer Crofts <Jennifer.Crofts@bgis.com>**Cc:** June Folkard <JFolkard@village.longview.ab.ca>; payables <payables@village.longview.ab.ca>**Subject:** RE: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Good morning, Roy,

Thank you for responding to Jennifer's email so promptly.

It will be me to phone however, I have a conflict at that time on Wednesday – can you do 10,11 am or Noon that day?

Thank you.

Karen Sherwood**Regional Manager Real Estate Transactions, West****BGIS Global Integrated Solutions Realty Inc.**

M: 204-250-4960

Suite 310, 1630 Ness Avenue, Winnipeg, MB R3J 3X1

Karen.Sherwood@bgis.comwww.bgis.com*All proposals are subject to client approval. No comments in this email shall be binding or contractual*

From: Roy Tutschek <cao@village.longview.ab.ca>
Sent: Thursday, May 25, 2023 4:38 PM
To: Jennifer Crofts <Jennifer.Crofts@bgis.com>
Cc: June Folkard <JFolkard@village.longview.ab.ca>; payables <payables@village.longview.ab.ca>; Karen Sherwood <Karen.Sherwood@bgis.com>
Subject: Re: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Hi Jennifer,
please call me wed 1 pm next week
thanks,
Roy
403-558-3922

From: Jennifer Crofts <Jennifer.Crofts@bgis.com>
Sent: Thursday, May 25, 2023 3:31 PM
To: Roy Tutschek <cao@village.longview.ab.ca>
Cc: June Folkard <JFolkard@village.longview.ab.ca>; payables <payables@village.longview.ab.ca>; Karen Sherwood <Karen.Sherwood@bgis.com>
Subject: RE: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Hello Roy,

Thank you for your quick response. As requested, I have attached a copy of the Lease dated 11-Aug-2003 for your review.

Please let us know when you are available to schedule a call to discuss the renewal details.

Thank you,

Jennifer Crofts
Transaction Lease Coordinator, West

BGIS Global Integrated Solutions Realty Inc.

M: 249-313-0864

jennifer.crofts@bgis.com

www.bgis.com



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From: Roy Tutschek <cao@village.longview.ab.ca>
Sent: Thursday, May 25, 2023 3:15 PM
To: Jennifer Crofts <Jennifer.Crofts@bgis.com>
Cc: June Folkard <JFolkard@village.longview.ab.ca>; payables <payables@village.longview.ab.ca>
Subject: Fw: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Hi Jennifer,
please call me to renew the lease, can you kindly forward copy of the existing lease.

Thanks!

Roy Tutschek CPA, CMA
CAO Village of Longview
403-558-3922
587-217-0608

From: June Folkard <JFolkard@village.longview.ab.ca>
Sent: Thursday, May 25, 2023 2:13 PM
To: Roy Tutschek <cao@village.longview.ab.ca>
Subject: FW: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

June Folkard

Municipal Clerk
Village of Longview
Ph. 403-558-3922
Fax 403-558-3743
june.folkard@village.longview.ab.ca

From: Jennifer Crofts <Jennifer.Crofts@bgis.com>
Sent: Thursday, May 25, 2023 1:51 PM
To: June Folkard <JFolkard@village.longview.ab.ca>
Cc: Karen Sherwood <Karen.Sherwood@bgis.com>
Subject: BELL CANADA - LEASE DATED 11-AUG-2003 - 98 MORRISON RD., LONGVIEW AB (NXA841007 - LGVWABAF - 790126)

Hello June Folkard,

On behalf of Bell Canada, we are contacting you concerning the above referenced equipment shelter lease. The existing lease is set to expire shortly. Bell has confirmed if would like to remain at the site and we would welcome the opportunity of discussing an extension of the lease.

Please contact myself or Karen Sherwood, Regional Manager, West (204-250-4960), either by email (copied) or phone to discuss the extension terms and any concerns as soon as possible.

We look forward to hearing from you.

Yours truly,

Jennifer Crofts
Transaction Lease Coordinator, West

BGIS Global Integrated Solutions Realty Inc.
M: 249-313-0864
jennifer.crofts@bgis.com
www.bgis.com



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