



PO Box 1749
Halifax, Nova Scotia
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Item No. 12.2
Halifax Regional Council
June 15, 2010
In Camera

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in cursive script, appearing to read "Dan English".

Dan English, Chief Administrative Officer

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: May 10, 2010

SUBJECT: Amending Lease Agreement - Soccer Nova Scotia

ORIGIN

At its Regional Council meeting of May 5, 2009, Halifax Regional Council approved the terms of the Agreement between Soccer Nova Scotia and HRM as per the Committee of the Whole staff report dated March 12, 2009.

On February 22, 2010 the Federal Government announced funding for the expansion of the Indoor Turf Facility and in March 2010, Provincial Funding was committed towards the project.

RECOMMENDATION

It is recommended that Halifax Regional Council amend the existing Lease Agreement between Soccer Nova Scotia Training Centre Inc. and HRM to allow for an approximate additional lease area of 2.5 acres, subject to setback requirements and final plan of survey;

BACKGROUND

On November 27, 1998, Halifax Regional Municipality and Soccer Nova Scotia Training Centre Inc. entered into a Lease Agreement for 1.13 acres to facilitate the construction of an indoor training facility by Soccer Nova Scotia.

The HRM Recreation Facilities Masterplan identifies the need for an indoor field sport facility as the means to; (a) provide for soccer and other field sport needs, (b) reduce the number of hours of gymnasium time which is used by field sports in the winter and thereby increase the availability for basketball, volleyball, badminton and other traditional gym users.

At its Committee of the Whole meeting of May 5, 2009, Halifax Regional Council approved the terms of an Agreement between Soccer Nova Scotia and HRM for a larger indoor turf facility. The Agreement was to work together to advance physical plans for the expansion of the indoor field facility building, a management strategy, and a funding assembly for the project. Funding announcements have been made by the Federal and Provincial governments, and Soccer NS and HRM funds are in place. As the project has moved from the planning stages to reality, legal agreements are required, including a lease agreement, management agreements and tax exemption. It is the Lease Agreement that is the subject of this report.

Legislation permits the lease of public property at a less than market rate subject to the approval of Council by a two-thirds majority. No public hearing is required.

DISCUSSION

The expansion of the indoor soccer facility on the Mainland Common is meant to benefit soccer as well as all field sport by providing a full size indoor field for public use. It is the continuation of the successful partnership developed in 1998 which saw the current, but smaller, facility built and operated. HRM's contribution to the arrangement is \$1.9 million dollars of the approximately \$10 million dollar project, as well as the site on which to build the facility. Of the \$1.9 million dollars of public funding, approximately \$1 million dollars will be used to provide washrooms, dressing rooms and ancillary facilities for the Mainland Common outdoor fields which are located immediately next to the indoor turf.

On November 27 1998, Soccer Nova Scotia and HRM entered into a 35 year Lease Agreement for Parcel 100A. Parcel 100A, PID 40808743, is a 1.13 acre property that forms part of the Mainland Commons and is located off Thomas Raddall Drive in the Clayton Park area. This property houses their existing indoor training soccer facility. Soccer Nova Scotia is planning to build a 269 ft. x 336 ft. addition to this facility and therefore requires additional lands to do so.

**Amending Lease Agreement - Soccer Nova Scotia
Council Report**

June 15, 2010

The key terms and conditions of the current lease are as follows:

<i>Property</i>	Parcel 100A (PID 40808743)
<i>Landlord</i>	Halifax Regional Municipality
<i>Tenant</i>	Soccer Nova Scotia Training Centre Incorporated
<i>Existing Area</i>	1.13 acres
<i>Amended Area</i>	3.63 acres
<i>Rental Rate</i>	\$100 per annum
<i>Term</i>	Thirty Five (35) years (Nov. 27, 1998 - Oct. 31, 2033)
<i>Key Conditions</i>	<ul style="list-style-type: none">• Tenant responsible for all costs associated with construction and maintenance of buildings;• HRM has use of the services and facilities in the existing building for 200 hours per year free of charge;• Buy-Back Agreement in the event Tenant defaults any terms of lease or the mortgage with Business Development Bank of Canada (BDC)

Staff recommend an amendment be made to the current Lease Agreement for an addition of 2.5 acres to the current leased area of 1.13 acres. This would allow for the construction of the addition as outlined above and in the May 5, 2009 report. The operational considerations for public access and to provide ancillary facilities in support of HRM's artificial outdoor fields are outlined in the approved agreement found as Attachment B.

The extended lease term is also a less than market lease. The estimated market lease value of the additional 2.5 acres is \$40,000 - \$50,000 per annum. The primary incentive for Council to approve a less than market lease is to facilitate the construction, operation and maintenance of a needed public facility at a lower cost to the taxpayers of HRM. This partnership has already proven successful. The Buy Back Agreement will be maintained in the extended lease as a means to secure the public investment in the facility.

BUDGET IMPLICATIONS

There are no budget implications with this Lease Amendment, as all costs associated with the amendment would be the responsibility of the Tenant and the estimated market value revenue was not included in the 2010-11 budget.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

The completed community engagement process complies with the HRM Community Engagement Strategy. The completed process was primarily;

1. The HRM Recreation Facilities Masterplan identified the need for an indoor field sport facility as the means to provide for soccer and other field sport needs and to reduce the number of hours of gymnasium time used by field sports in the winter;
2. Meetings were held with representatives of all sports user groups to identify their needs, participation, and means of access (i.e., costs, hours, bookings, etc.);
3. Formed a working committee with Soccer Nova Scotia executive and volunteers to execute the construction of the building.

ALTERNATIVES

There are no other recommended alternatives at this time. A market lease would require a recalibration of the business model for the project and would result in the loss of Federal funds as part of the Recreation Infrastructure Canada Program (RinC).

ATTACHMENTS

Attachment "A" - Site Plan

Attachment "B" - May 9, 2009 - Soccer Nova Scotia Agreement - Committee of the Whole Report

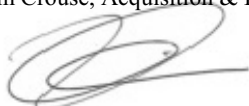
**Amending Lease Agreement - Soccer Nova Scotia
Council Report**

June 15, 2010

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Tom Crouse, Acquisition & Disposal Manager, Real Estate & Facility Services 490-5931

Report Approved by:


Peter Stickings, Manager, Real Estate & Facility Services, TPW - 490 7129

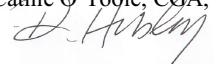
Report Approved by:


Peter Bigelow, Manager, Real Property Planning, IAM - 490 6047


Financial Approval by:


Cathie O'Toole, CGA, Director of Finance, 490-6308


Report Approved by:


David Hubley, Acting Director, Infrastructure and Asset Management - 490 7166

Report Approved by:


Paul Dunphy, Director, Community Development - 490 4933

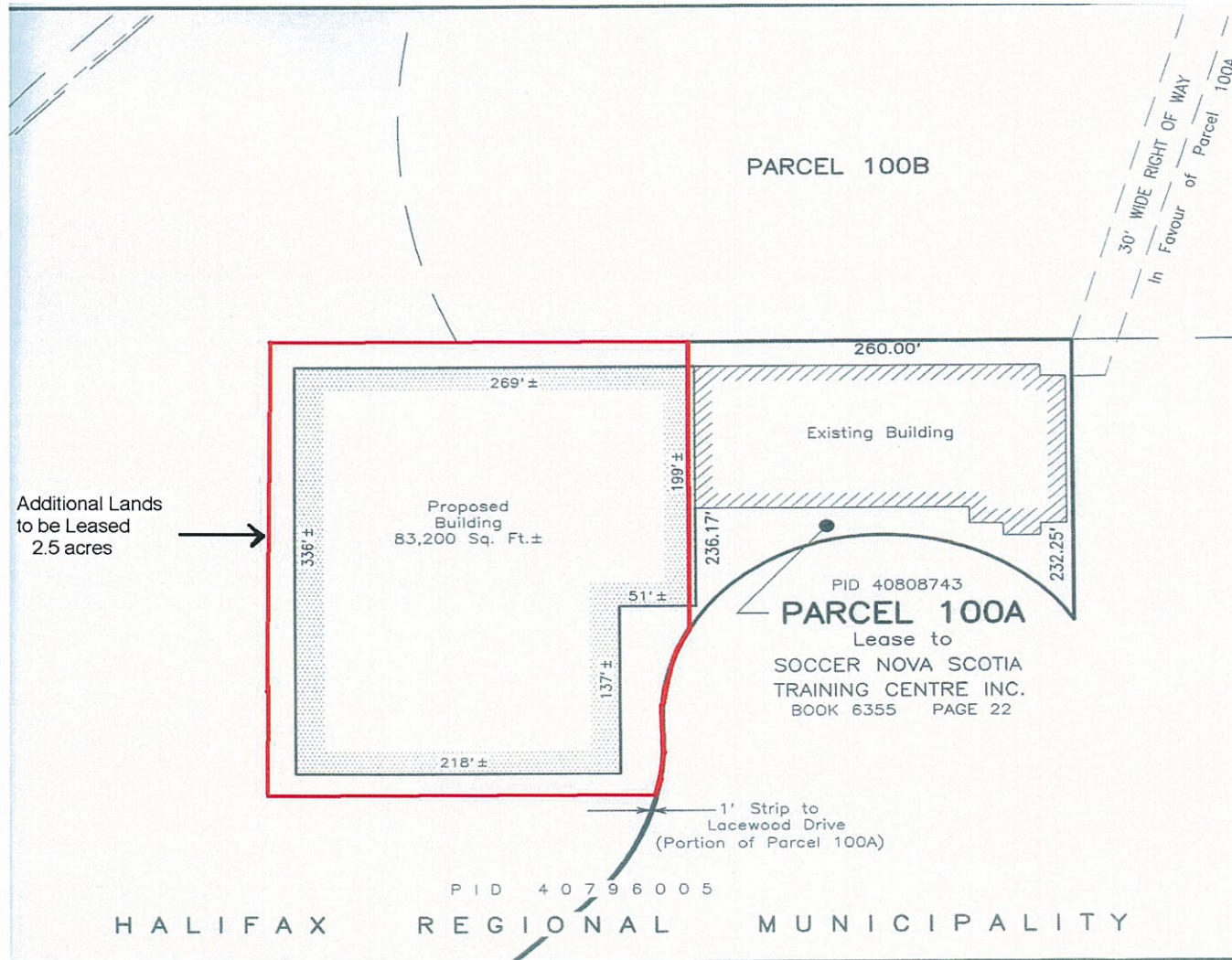
Report Approved by:


Ken Reashor, P.Eng., A/Director, Transportation & Public Works - 490-4855

Attachment 'A'

Amending Lease Agreement Soccer Nova Scotia

SITE MAP



This map was produced for the internal use of Halifax Regional Municipality (HRM). HRM takes no responsibility for errors or omissions. Date of map is not indicative of the date of data creation.

Date: May 26, 2010
Prepared by: E. Wall



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 4

Halifax Regional Council
May 05, 2009
Committee of the Whole

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in dark ink, appearing to read "Dan English".

Dan English, Chief Administrative Officer

A handwritten signature in dark ink, appearing to read "Wayne Anstey".

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: March 12, 2009

SUBJECT: Indoor Turf Facility - Soccer Nova Scotia Agreement

ORIGIN

The Community Facility Master Plan (CFMP), approved by Regional Council in June 2008, recommends that "HRM supports the efforts of Soccer Nova Scotia to create a new three pitch, indoor soccer (turf) facility to be located adjacent to the existing Soccer Nova Scotia facility at Mainland Common. Should HRM provide funding, there would be an expectation of availability and access to turf time for other sport users." - recommendation #39 CFMP

RECOMMENDATION

It is recommended that Regional Council approve the terms of the Agreement between the Soccer Nova Scotia and the Halifax Regional Municipality as attached to this report.

BACKGROUND

Turf and Gyms

Soccer Nova Scotia (SNS) represents soccer organizations and players throughout the province including HRM. It seeks to promote and grow the sport of soccer and has participated in a number of initiatives to provide facilities within HRM including contributing to two of the three artificial surfaces owned by the municipality. SNS also assists in the scheduling and management of the Dartmouth and Halifax artificial fields with HRM. SNS built and owns the Subway Indoor Soccer Centre located on municipal land at the Mainland Common. There is a current lease arrangement in place for long-term use of the land that the facility sits upon. In addition to providing indoor soccer facilities for HRM the Subway Centre serves as one of five national training centres.

Current demand for indoor field facilities for soccer and other field sports exceeds what is currently provided in the municipality. Demand is such that field sports, such as soccer, ultimate and football, are forced to use gym time throughout the HRM. While gyms are not the preferred facility for winter field sport training they are the only available facility to satisfy indoor training needs. Field sports compete for gym time with basketball, volleyball and other hard-court uses which artificially increases the need for more hard-court gymnasiums. Part of the overall strategy for indoor sport facilities is to move field sports out of gymnasiums and into new purpose built spaces such as the Subway Centre. This will free up time for basketball and volleyball etc, on the hard-court surfaces and provide better facilities for the field sport users.

The Community Facility Master Plan (CFMP) recommends HRM pursue the provision of indoor turf facilities. "Over the past year SNS has been working with HRM on a potential project. The analysis completed for the CFMP validates and supports the initiative of SNS" (CFMP page 49), as step one in the overall plan for provision of indoor turf for the HRM. This full size turf facility is suitable for full sized play but is more often utilized as three (3) small cross field pitches.

Partnership Opportunities

The CFMP recommends that HRM evaluate, in every facility development project, opportunities related to capital and operational partnerships. A fundamental principle of the CFMP addresses benefits of partnership projects such as with SNS that are cooperative rather than competitive when it comes to competing for the same funding partnerships with other levels of government and private sector. In addition, a preferred management model of the CFMP (management of service delivery infrastructure by non-municipal service provision groups) already exists with SNS. SNS is in fact an example of ongoing success in this area relative to their existing governance structure and success in managing existing municipal facilities.

The CFMP, in consultation with all indoor turf user group, supports this indoor turf development as a means of provision of indoor turf for other sports in addition to soccer. These sports have prepared letters of support for the project, and have articulated their intent to schedule time / lease time at this proposed facility. SNS have expanded their vision to ensure that the needs of these user groups will be met through the municipal allocation of 15% of the facility access being allocated for other sport and recreational usage.

Site Selection

Soccer Nova Scotia formed a working group to determine the best strategy to meet these needs. The municipality assisted by providing site information for three potential sites; Mainland Common next to the existing Subway Centre, Burnside adjacent to the artificial fields in Dartmouth and the Rocky Lake Recreational Site. Both SNS and the CFMP identified the need for two full size indoor turf fields in the municipality. Consideration was given for co-locating both indoor fields. Soccer Nova Scotia determined that it would serve the community better to build two structures in different locations rather than two full sized fields under one roof. HRM staff agreed. The working group also felt that it could only bring one facility on line at a time owing to costs, financing and uncertainty about market thresholds. The SNS working group and Council of Club Presidents determined that the preference was to expand the existing facility on the Mainland Common at this time. It was recognized that the second facility identified by both Soccer Nova Scotia and HRM's Community Facility Master Plan should be located geographically to better serve other areas of the municipality. The agreed best approach was to build the next facility on the eastern side of the harbour.

The SNS working committee outlined a proposal to HRM staff from Community Development, Real Estate, Real Property Planning, Facility Development, and Community Recreation Services. An interdepartmental committee was formed to explore the opportunity presented by SNS. HRM facilitated also a focus group with organizations representing other field sports to discuss the overall strategy and the potential for use of a dedicated indoor turf facility. This resulted in support for a dispersed facility strategy and an acknowledgement that access to 15% of available time would be suitable to the needs of other field sports at this time.

DISCUSSION

In order to formalize a partnership staff and Soccer Nova Scotia developed an agreement which outlines the objectives and approach to providing an indoor turf facility on the Mainland Common. Much of the approach and the potential lease are based on the working relationship which has evolved over the last ten years between SNS and HRM. When approached by Soccer Nova Scotia, staff did not feel the need to issue an open call to the market as it was felt that, as a non profit, Soccer Nova Scotia has proven that it shares objectives of public accessibility with HRM. During discussions with other sport organizations no other sport expressed a willingness to partner to the extent necessary to build and operate such a facility. Soccer Nova Scotia clearly recognizes that while soccer makes up the majority of the indoor turf need (85%), the facility must be made available to other turf sports and users on an equitable basis. Additionally, SNS will ensure the facility is available during non prime time hours to other groups (schools, youth organizations, after school programs, seniors etc) thus providing a clear indication of the "for the public good" approach by SNS.

The Agreement is in attachment A. The proposal developed by Soccer Nova Scotia with input from HRM staff can be found under attachment B.

In essence this Agreement is an agreement to work together to further advance physical plans for the building, a management strategy, and a funding assembly for the project. As the project moves from planning towards reality, other legal agreements will be required such as a land lease,

management agreements, tax and grants considerations etc. Each of these will require the approval of Council at the appropriate time.

BUDGET IMPLICATIONS

The Agreement commits HRM to pursue funding for a new Indoor Turf Facility in concert with SNS. Any funding from HRM will be subject to Council approval as part of the appropriate budget discussions and is dependent upon availability of funds from HRM and the other funding partners.

The cost of the facility shall not exceed \$11,500,000, of which it is anticipated:

HRM and SNS shall jointly provide one third (1/3) of the funding;
The Province of Nova Scotia shall provide one third (1/3) of the funding;
The Government of Canada shall provide one third (1/3) of the funding;

It is estimated the HRM's cost will be \$1.9 million.

It should be noted that \$1 million of the \$1.9 million dollars identified as a possible contribution from HRM would be earmarked to provide the currently lacking necessary support facilities for the existing outdoor artificial turf field at the Mainland Common. These support facilities would be housed within the new Indoor sport Field Building. That one million dollars is currently allocated in the year two (2010/2011) of the 09/10 capital budget under CPX01061 Artificial Fields. The remaining .9 million dollars is unfunded at this point and will have to be found and approved by Council prior to actually moving ahead to build the project.

If and when the facility is constructed, HRM has the option to operate, maintain and repair the site or contract these services to SNS. All agreements would be presented to Council for approval.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

Council could choose not to approve the terms of the agreement and direct staff to proceed with the project on its own.

ATTACHMENTS

A - Agreement between Halifax Regional Municipality and Soccer Nova Scotia

B - Preliminary Proposal Document from Soccer Nova Scotia

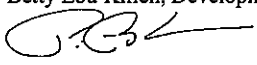
**Indoor Turf Facility - Soccer Nova Scotia Agreement
Council Report**

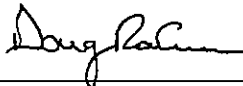
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May 05, 2009

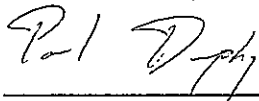
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Report Prepared by: Peter Bigelow, Manager, Real Property Planning, IAM, 490-6047
Betty Lou Killen, Development and Planning, Community Development, 490- 4833

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Report Approved by: 
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Financial Approval by: 
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Report Approved by: 
Paul Dunphy, Director, Community Development, 490-4933

Report Approved by: 
Phillip Townsend, Acting Director, Infrastructure and Asset Management, 490-7166

This Agreement made this _____ day of _____, 2009,

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY

(Hereinafter called "HRM")

- and -

SOCCER NOVA SCOTIA, a Society Incorporated Under the *Societies Act*

(Hereinafter called "SNS")

WHEREAS:

1. HRM is the owner of lands and premises known as the Mainland Common, located in the Halifax Regional Municipality;
2. HRM has the responsibility for the management and operation of the Mainland Common;
3. The Community Facilities Master Plan (hereinafter "the CFMP") approved by the Halifax Regional Council recommended that steps be taken to increase access by the general public to indoor facilities for field sports, of which one new facility should be located on or near the Mainland Common;
4. SNS is a not-for-profit organization dedicated to the development of the sport of soccer in Nova Scotia;
5. SNS operates an indoor turf facility, presently known as the Subway Indoor Soccer Centre, (hereinafter "the Mainland Common Indoor Turf Facility") on that portion of the Mainland Common designated as PID 40808743 by the Registry of Deeds for the County of Halifax, in which SNS has a leasehold interest subject to the terms and conditions of an existing lease agreement between SNS and HRM;
6. SNS has expressed interest to HRM in expanding the Mainland Common Indoor Turf Facility;
7. HRM recognizes that SNS has a business plan regarding provision for the needs of the sport of soccer and its member groups in the Halifax Regional Municipality, and that this agreement will assist SNS in advancing its plan;
8. SNS recognizes that HRM has duly adopted plans for the Mainland Common, which includes increasing the general public's access to indoor facilities for field sports;
9. HRM and SNS are committed to work together to bring about the expansion of the Mainland Common Indoor Turf Facility, in accordance with the terms and conditions detailed in this agreement;

IN CONSIDERATION of the mutual covenants and conditions herein, HRM and SNS have agreed as follows:

Design Plan for the Expansion of the Indoor Turf Facility on the Mainland Commons

10. At its own cost, SNS shall cause a design plan and associated documents, such as drawings, specifications and necessary permits and licenses, which may include but is not necessarily limited to geotechnical, hydrological and environmental assessments and reports related to the proposed site, to be produced detailing the planned expansion of the Mainland Common Indoor Turf Facility (hereinafter “the Expanded Mainland Common Indoor Turf Facility”), to be located on the Mainland Common.
11. The design plan and associated documents shall include a separate area within the Expanded Mainland Common Indoor Turf Facility for male and female change rooms, male and female washrooms accessible to the public, an administrative area, a support area for field monitors and maintenance storage facilities, with this separate area to be used exclusively by HRM in support of its adjacent, outdoor municipal fields (hereinafter “the HRM support facilities”).
12. The design plan and associated documents shall be subject to the input, review and approval of the Halifax Regional Council, to ensure that the Expanded Mainland Common Indoor Turf Facility accords with HRM’s plans for the Mainland Commons and accords with the CFMP, and to ensure that the HRM support facilities are fit for use by HRM in support of its adjacent, outdoor municipal fields.
13. The total area of the Expanded Mainland Common Indoor Turf Facility, as shown on the design plans and associated documents, shall not exceed 100,000 square feet.

Costs associated with the Expansion of the Indoor Turf Facility on the Mainland Commons

14. HRM and SNS shall endeavor to work cooperatively towards developing a plan to finance the construction of the Expanded Mainland Common Indoor Turf Facility, and may execute further agreements in furtherance of this goal, within their efforts being directed to achieving all-party agreement on the following points:
 - a) HRM and SNS shall jointly provide one third (1/3) of the funding;
 - b) The Province of Nova Scotia shall provide one third (1/3) of the funding;
 - c) The Government of Canada shall provide one third (1/3) of the funding;
 - d) The total costs associated with the planned construction of the Expanded Mainland Common Indoor Turf Facility shall not exceed eleven and a half million (\$11,500,000) dollars;
 - e) SNS shall be responsible for up to five hundred thousand (\$500,000) dollars in contingencies and cost overruns on the capital costs associated with constructing the Expanded Mainland Common Indoor Turf Facility, unless and to the extent that such

contingencies and cost overruns are directly attributable to the construction of the HRM support facilities; and

- f) Up to one million (\$1,000,000) dollars of the funding to be provided by HRM towards the planned construction of the Expanded Mainland Common Indoor Turf Facility shall be dedicated to the construction of the HRM support facilities.
- 15. A Joint Committee shall be formed to assist with the developing of a plan to finance the construction of the Expanded Mainland Common Indoor Turf Facility. The final composition of the Joint Committee shall be decided by HRM and SNS, but it is agreed that HRM shall have two full seats on the committee and the right to add other municipal technical experts to the Joint Committee as required.
- 16. SNS agrees that it shall prepare, at its own costs, a business plan, proposed capital budget and operational budget in relation to the proposed Expanded Mainland Common Indoor Turf Facility, to assist in developing a plan to finance the construction of the Expanded Mainland Common Indoor Turf Facility.
- 17. HRM and SNS recognize that HRM may execute certain agreements, as is contemplated in section 19 of this Agreement, which would result in the grant from HRM to SNS of a leasehold interest in the land on which the Expanded Mainland Common Indoor Turf Facility is to be built, and it is understood and agreed that the monetary value associated with the provision of this land shall be separate and apart from HRM's proposed funding commitment detailed in sub-paragraph 14(a) of this Agreement.
- 18. The proposal to build and operate the Expanded Mainland Common Indoor Turf Facility on the Mainland Common, or on any land owned by HRM, is subject to the approval of Halifax Regional Council, as is the property tax arrangements which are to be finalized if the project proceeds.

Operation and Use of the Expanded Turf Facility on the Mainland Commons

- 19. If the Halifax Regional Council approves the design plans and associated documents produced by SNS, and if HRM and SNS secure financing as contemplated in section 14 of this Agreement, HRM and SNS shall enter into negotiations to permit SNS to construct and operate the Expanded Mainland Common Indoor Turf Facility, which will require HRM and SNS to negotiate and execute additional agreements which shall supersede this Agreement, including but not necessarily limited to a lease agreement and a operation agreement. It is understood and agreed by SNS that before HRM can execute any agreements negotiated between HRM and SNS, these agreements shall be subject to the separate approval of the Halifax Regional Council, which approval can be denied without reason at its sole and absolute discretion.
- 20. When negotiating the agreements referred to in paragraph 19, HRM and SNS shall endeavor to include language in the agreements giving effect to the following:
 - a) SNS shall operate and maintain the Expanded Mainland Common Indoor Turf Facility, and be responsible for all costs associated with the operation, maintenance and repair thereof, including the HRM support facilities;

- b) HRM shall pay to SNS a per square foot fee for the utility costs, cleaning and annual repairs incurred by SNS in relation to operating, maintaining and repairing the HRM support facilities.
- c) The fee payable by HRM to SNS shall be based on operating costs of the facility within the first year and shall be subject to an annual review;
- d) The payment of fees by HRM to SNS for the operating, maintaining and repair of the HRM support facilities shall be subject to Halifax Regional Council approval through the normal annual budgeting process;
- e) HRM shall have the option of opting out of the services to be provided by SNS in relation to operating, maintaining and repairing the HRM support facilities, but must, at its own cost, keep the HRM support facilities in a condition similar to or better than the remainder of the Expanded Mainland Common Indoor Turf Facility;
- f) Tournaments and events which require access to other facilities within the Expanded Mainland Common Indoor Turf Facility not normally associated with the outdoor municipal fields shall be subject to a special arrangement between HRM and SNS on a case by case basis;
- g) There shall be a provision for parking adjacent to the Expanded Mainland Common Indoor Turf Facility, which shall be available for the use of the outdoor municipal fields; in addition, the Expanded Mainland Common Indoor Turf Facility shall have access to shared parking identified elsewhere on the revised Mainland Common Masterplan;
- h) HRM and SNS agree that the Expanded Mainland Common Indoor Turf Facility shall be available to the general public at accessible rental rates, payable to SNS, and that SNS, as a not-for-profit organization interested in the promotion of amateur sport in Nova Scotia, with a primary interest in the development of the sport of soccer in Nova Scotia, is positioned to do this;
- i) SNS shall reserve use of the Expanded Mainland Common Indoor Turf Facility for users engaged in activities other than the sport of soccer, including HRM, as follows:
 - I) At a rate of 15% of available times over prime-time and non prime-time hours and seasons, as defined in Schedule "A" to this Agreement, under the same terms and conditions as for users engaged in activities other than the sport of soccer, as long as the proposed use of the Expanded Mainland Common Indoor Turf Facility is compatible to the facility and will not jeopardize or damage it; and
 - II) If neither users engaged in activities other than the sport of soccer nor HRM books activities during these allotted times within 14 days of the start of season, as mutually determined by HRM and SNS, the residual allotted times shall revert to SNS for use as it sees fit
- j) SNS recognizes that HRM, being concerned with the public good, has an interest in assuring that community groups, schools, pre-schools, after-school programs, youths and

seniors have access to sport facilities on the Mainland Common, and SNS agrees to make the Expanded Mainland Common Indoor Turf Facility available for these users to access during hours which are historically not booked by other users (for example, morning to early afternoon on weekdays) at no fee or for reduced rates, on the following conditions:

- I) The building is opened and staffed;
 - II) Booking a user does not place a financial hardship on SNS; and
 - III) The proposed use of the Expanded Mainland Common Indoor Turf Facility is compatible to the facility and will not jeopardize or damage it
- k) HRM and SNS agree that there are potential synergies between the proposed Expanded Mainland Common Indoor Turf Facility and the Mainland Common Recreation Facility, which is under construction by HRM. HRM and SNS shall endeavor to work cooperatively to capitalize on those synergies, including but not limited to local, regional and national hosting opportunities, cross-training for athletes, the participation of recreation groups, special events and tournaments. HRM and SNS will endeavor to avoid redundancies in programs and facilities whenever possible unless the targeted program is full.

Termination of this Agreement

- 21. This Agreement shall terminate and HRM and SNS will be subject to no further obligations under this Agreement nor have any rights under this Agreement upon the execution of any future agreements between HRM and SNS which purport to supersede this Agreement.
- 22. The decision of the Halifax Regional Council not to provide its approval where it is required under this Agreement shall have the effect of immediately terminating this Agreement. In the event that this Agreement is terminated as a result of a decision of the Halifax Regional Council not to provide its approval where it is required under this Agreement, it is understood and agreed by HRM and SNS that HRM shall not be liable for any losses or damage suffered by SNS as a result of the termination of this Agreement.
- 23. The failure of SNS to secure the necessary funding in accordance with the terms and conditions of this Agreement and to commence construction of the Mainland Common Indoor Turf Facility within twenty-four (24) months of the execution of this Agreement shall have the effect of terminating this Agreement, in which case SNS shall provide an accounting to HRM and repay any financial assistance paid by HRM to SNS that has not been expended or made subject to legally binding obligations to a third party, unless both HRM and SNS agree to the extension of this Agreement.
- 24. Either party may terminate this Agreement by giving the other party eight (8) weeks written notice, in which case SNS shall provide an accounting to HRM and repay any financial assistance paid by HRM to SNS that has not been expended or made subject to legally binding obligations to a third party.

General Provisions

25. The position of this project on any infrastructure list generated by HRM is subject to the approval of the Halifax Regional Council.
26. Any contribution of funding from HRM as proposed in this Agreement is subject to the approval of necessary funds by the Halifax Regional Council through the normal annual budgeting process.
27. Signage and public advertisement on the Expanded Mainland Common Indoor Turf Facility shall, at a minimum, acknowledge the contributions of HRM and SNS.
28. HRM and SNS represent and warrant to each other that they have respectively taken all legally required action, corporate or otherwise, to enter into this Agreement and to authorize their officers and officials to execute this Agreement.
29. This Agreement shall not be construed to place HRM and SNS in the relationship of agents and principal, master and servant, settlor and trustee, partners or joint venturers, and neither party shall have the right to obligate or bind the other party in any manner, nor to make representations to third parties that they are in the relationship of agents and principal, master and servant, settlor and trustee, partners or joint venturers or have the right to obligate or bind the other party in any manner.
30. Any notice required to be served on HRM by SNS shall be by registered mail or fax, addressed to HRM to the attention of:

The Halifax Regional Municipality
c/o Peter Bigelow, Manager, Real Property Planning, Infrastructure and Asset Management
PO Box 1749, Halifax, NS, B3J 3A5
Fax: (902) 490-5474
Phone: (902) 490-4825

Any notice required to be served on SNS by HRM shall be by registered mail or fax, addressed to:

Soccer Nova Scotia
c/o George Athanasou, Chief Executive Officer

31. SNS shall not assign this Agreement without the prior written consent of HRM.
32. This Agreement is governed by the laws of the Province of Nova Scotia.
33. The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant in this Agreement and any such invalid provision or covenant shall be deemed to be severable.
34. Each covenant contained in this Agreement is a separate and independent covenant and a breach of covenant by any party shall not relieve the other party from its obligation to perform each of its covenants, except as otherwise expressly provided in this Agreement.

35. No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the parties.
36. The effective date of this Agreement is the date that it is signed by HRM. This agreement shall have no force and effect until signed by the Mayor of HRM and the Municipal Clerk.
37. This Agreement constitutes the entire agreement between the parties and cannot be modified except by written instrument duly executed by both parties.
38. This Agreement shall bind the parties, and their successors, heirs, executors and administrators.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

HALIFAX REGIONAL MUNICIPALITY

Date

Per: _____
Peter Kelly, Mayor

Per: _____
Municipal Clerk

SOCCER NOVA SCOTIA

Date

Per: _____