



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

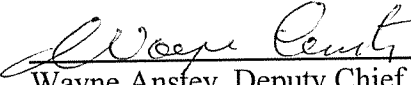
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**Halifax Regional Council**  
**June 12, 2007**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

  
Dan English, Chief Administrative Officer

  
Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** June 12, 2007

**SUBJECT:** Business Improvement District (BID) Service Agreement Renewal

**ORIGIN**

- June 11, 2006 Council approval of service agreements for six business improvement districts within HRM (Downtown Dartmouth, Downtown Halifax, Spring Garden, Quinpool Road, Sackville Drive, and Herring Cove Road) for a term of one year to provide services related to the revitalization of local business districts.

**RECOMMENDATION**

**It is recommended that Council authorize the Mayor and Municipal Clerk to execute the attached Service Agreement on behalf of HRM with the six Business Improvement Districts for a period of two years in order for them to continue to provide services related to the betterment and revitalization of their respective commercial neighbourhoods.**

## **BACKGROUND**

### **Executive Summary**

There are currently six business improvement districts commissions (BIDCs) within Halifax Regional Municipality (Downtown Dartmouth, Downtown Halifax, Spring Garden Road, Quinpool Road, Sackville Drive and Spryfield and area). These BIDCs are supported by a tax levied on the commercial and business occupancy assessment of businesses and commercial land owners in the BIDC. This levy is enabled by the Municipal Government Act for services related to beautification, marketing and promotions and economic development.

This report highlights the terms and conditions in the service agreement proposed for renewal with its six local BIDCs. Council approves the levy rates for the individual BIDCs on an annual basis through the regular budget approval process.

The proposed changes to the service agreement address several areas where Council requested greater accountability and service delivery improvements with BIDCs. The discussion section of this report highlights the following key changes to the agreement:

1. A General service section of the agreement defines the **service delivery framework** that BIDCs will be required to address through their core operations. Under this framework, BIDCs will be required to develop activity plans related to the following areas:
  - *Enhanced maintenance,*
  - *Beautification,*
  - *Marketing & promotions, and*
  - *Business community outreach, communications and partnerships.*
2. **BIDCs will be called upon to facilitate partnerships and deliver services in support of HRM's Corporate Strategies and Council priorities** (Regional Plan, Economic Strategy, Culture, Urban Design, Youth, Safety, Graffiti, Fiscal and Tax Policy and other priorities as determined).
3. **New service delivery partnerships** that have been established primarily with Capital District business commissions to address issues raised by Council and including:
  - *graffiti program to remove graffiti on private property,*
  - *extension of student work crews to the shoulder seasons,*
  - *a seasonal decorations/flowering baskets program,*
  - *a community outreach/safety program, and*
  - *new marketing initiatives to better promote parking and alternative transportation options.*
4. **A proposed annual review and report to Council** to ensure greater accountability and transparency of outcomes.

5. **An extension to the current one year term to two years** to enable greater stability in program delivery.

## **DISCUSSION**

The main purpose of the service agreement between HRM and the business commissions is to create an accountability framework for the revenue collected on behalf of the municipality and disbursed to its business improvement commissions. In keeping with this intent, the agreement requires the business commission on an annual basis to develop and submit operating budgets and corresponding activity plans to demonstrate how their activities align with HRM's corporate strategies. The activity plans are a tool to measure the impact and effectiveness of the business commissions and encourage accountability for expenditures.

In an effort to provide Council with improved transparency of the activities of local business improvement districts and how they align with Council's priorities and strategies, section three of the agreement has been revised to articulate several outcomes and services that business districts shall deliver as part of their core operations. These include:

- **Enhanced maintenance** services to strengthen the municipality's regular operations through means such as hosting of community cleanups, and litter and graffiti abatement programs, and creation of maintenance reserves.
- **Beautification** services to assist the municipality to beautify and celebrate the unique identity and character of its business districts through such means as seasonal plantings, decorations and window displays, banners, and community art projects.
- **Marketing and promotions** services to support local business growth through such means as business directories, websites, tourism and retail promotions and the hosting of community festivals and events.
- **Business community outreach and communications** services to provide a conduit to the local business community through means such as meetings, newsletters, networking, to help mobilize the community to support local economic development.

The resources of each business commission vary according to the revenue collected, local fundraising efforts, and administrative costs. In recognition of these variations, specific activity plans are a tool to tailor these broad service delivery objectives to the needs and resources of local areas.

Section three also requires Business Commissions to identify opportunities to **support delivery of HRM's corporate strategies** such as but not limited to Regional Planning, Urban Design, Economic Development, Culture, Youth, Safety, Graffiti, Fiscal and Tax policy, and other priorities as determined by Council.

In the Capital District area, staff have been working to foster greater collaboration with the four downtown area business commissions and create new programs to address various service delivery issues raised by area Councillors. As a result of these efforts several new partnerships are proposed and referenced in section 3.03(b)(1) of the agreement related to the following areas:

- In support of Council's Graffiti Management Plan, the Capital District area business commissions have agreed to **deliver a program to support graffiti removal on private property** to complement municipal response to graffiti removal on HRM property. Since the inception of the program in 2006 the incidences of graffiti have reduced in most areas of the Capital District.
- In keeping with the wishes of Council to extend maintenance efforts within the Capital District to encompass the shoulder seasons (May to October), **the service area business commissions in partnership with HRM have facilitated an early startup of seasonal cleanup crews this spring and are jointly planning with Municipal Operations regarding how this could be rolled out for fall, 2007.** The business commissions are also working with staff to support efforts to engage the business and property owners in cleanup of their areas. Participation in annual clean ups championed by the business commissions has grown and consideration for another fall civic pride/clean up event is under review for fall 2007.
- Staff are working in partnership with the service area business commissions to **develop programs which address safety and homelessness in the downtown areas.** In anticipation of the upcoming consultations on the Mayor's Roundtable on Violence, area business commissions, spearheaded by Downtown Halifax Business Commission, hosted the Atlantic Safety Partnership Conference in April of this year to facilitate solutions to urban safety issues. A "Navigator Program" is also under consideration to engage the business community as a key partner in supporting and linking youth at risk and people on the street to available community services.
- **A new seasonal decorations program is under development to ensure a consistent standard for beautifying main streets throughout the Capital District and regional business districts.** This program encompasses seasonal decorations such as flower baskets and winter holiday decorations for streetscape areas. The BIDCs will be responsible for the ongoing seasonal maintenance for this program.
- Annually the business commissions in the downtown areas collaborate on the marketing of Capital District through collective marketing of community events and destinations to citizens and visitors to the region. This year a **new "Park Smart" initiative has been developed to better promote the municipal parking, transit, and alternative transportation opportunities.**

All joint initiatives and programs are supported by matching funds from area business commissions and HRM and outcomes will be addressed under a separate contract with HRM.

These programs will be evaluated on an annual basis to determine their success and recommendations will be made regarding any required changes including potential to transition some programs to area business commissions.

Council will also be provided with greater transparency and accountability through a **proposed annual review and report** to Council on outcomes which is addressed under section 6.01 (b) of the agreement.

The development of strong and vibrant areas of commercial focus within HRM's Capital District and main street areas supports both HRM's regional economic development and regional planning objectives. BIDCs play an important role in providing an environment for sustainable community development and in attracting new business investment and creative, entrepreneurial people.

Staff continue to work with the business commissions to identify ways to align their objectives with those of the Economic Strategy, Cultural Plan and other corporate initiatives particularly in areas of common interest related to property maintenance initiatives and standards, business and tourism promotion and growth, transit service and streetscape/infrastructure investment. Given the current status of the implementation for these initiatives and the need to more clearly identify roles, relationships and desired outcomes of various organizations engaged in economic development-related activities, it would seem appropriate for the service agreements to be **renewed in a two year time frame**. The two year term would also provide for increased stability in program delivery.

### **BUDGET IMPLICATIONS**

The Municipality collects the levies on behalf of each of the Business Improvement Districts and disperses them accordingly. A three percent hold back is administered in order to provide for bad debt write offs as well as for appeals which reduce the amount of taxes HRM actually collects. As per the agreement every four years the balance of the 3% holdback is reviewed and that portion not required to cover bad debt or appeals is refunded to the BID. The Service Agreement provides that 20% of that refund be contributed to a maintenance account to deal with future streetscape amenity maintenance issues.

### **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 can direct changes to the Service Agreement template.
- Council can chose to not approve the attached service agreement template. This is not recommended as it would diminish the accountability for services within business improvement districts.

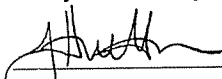
**ATTACHMENTS**

Service Agreement template between HRM and Business Improvement Districts

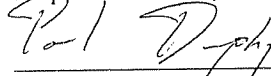
Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Nancy Reeder, Project Coordinator

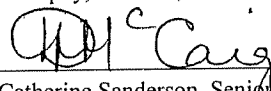
Report Reviewed by:

  
Jacqueline Hamilton, Manager Capital District 490-5685

Report Approved by:

  
Paul Dunphy, Director, Community Development

Report Approved by:

  
For Catherine Sanderson, Senior Manager, Financial Services, 490-1562

# Service Agreement

Between:

Halifax Regional Municipality  
and  
Society  
Address  
City, Province  
Postal Code

Halifax Regional Municipality  
Community Development  
Capital District  
PO Box 1749  
Halifax, Nova Scotia B3J 3A5  
tel: 902.490.3941  
fax: 902.490.5730  
[www.halifax.ca](http://www.halifax.ca)

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This **Service Agreement** made this 1<sup>st</sup> day of April, 2007.

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**  
(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

**Society**  
(hereinafter called the "Society")

OF THE SECOND PART

**WHEREAS** the Halifax Regional Municipality wishes to appoint the Society to promote a business improvement district as a place for retail and commercial activity in the area, subject to and in accordance with the terms of this agreement;

**WHEREAS** the Society wishes to provide the services related to promote their business improvement district as a place for retail and commercial activity;

**IT IS THEREFORE** mutually agreed as follows:

## **ARTICLE ONE DEFINITIONS**

### **Section 1.01      Definitions**

In this Agreement,

- (a) "Area" means the business improvement district area as described by their approved boundaries.
- (b) "Society" means the business improvement district/association.
- (c) "Commencement Date" means April 1, 2007.
- (d) "Deputy Chief Administrative Officer" means the Deputy Chief Administrative Officer for the Halifax Regional Municipality.
- (e) "Municipality" means Halifax Regional Municipality.
- (f) "Manager" means the Manager for the Capital District of the Halifax Regional Municipality.

## **ARTICLE TWO APPOINTMENT OF THE SOCIETY**

### **Section 2.01      Appointment of Society**

The Municipality hereby appoints the Society, and the Society hereby accepts such appointment, to undertake, on behalf of the Municipality, services which are more particularly set out in section 2.02, as an independent contractor, on the terms and conditions set out in this Agreement.

### **Section 2.02      General**

The business improvement districts are supported by a tax levied on those businesses and commercial land owners located within their districts. This levy is enabled by section 56 of the Municipal Government Act, which authorizes Council to contract by way of this management agreement, for services related to beautification, maintenance, marketing and promotions and economic development.

The Society shall deliver services related to the promotion of their district as a business improvement district for retail and commercial activity. The Society may also establish or maintain parking facilities for the Municipality and may beautify, maintain or improve property of the Municipality during the terms of this agreement unless and except to the extent otherwise determined by the Municipality by notice in writing to the Society. The Society shall perform its duties and exercise the power and authority set out in this agreement in an efficient and economical manner and in accordance with the terms of this Agreement, for the account and at the expense of the Municipality, except where expressly provided to the contrary, and subject to responsibilities hereunder in a competent and professional manner.

### **ARTICLE THREE DUTIES AND RESPONSIBILITIES OF THE SOCIETY**

#### **Section 3.01                      Indemnification by the Society**

The Society agrees to indemnify and hold harmless the Municipality and each officer and employee of the Municipality, against any loss, expense, damage, claim, liability, obligation, judgment or injury suffered or sustained by the Municipality as a result of any act or omission or alleged act or omission of the Society on or any employee acting under the supervision of the Society except where such activities are carried out pursuant to and in accordance with this Agreement and in furtherance of the interests of the Municipality, and the Society or employee, as the case may be, has acted in good faith.

#### **Section 3.02                      General Services**

The Society agrees to provide HRM with local business improvement services that support the delivery of HRM's Corporate directions as set out in strategies relating but not limited to Regional Planning, Urban Design, Economic Development, Culture, Youth, Safety, Graffiti, Fiscal and Tax Policy, and other priorities as determined by Council or the Chief Administrative Officer (CAO) as follows:

- (a) Enhanced maintenance services to augment municipal litter and graffiti abatement programs through means such as community cleanups, graffiti removal and/or sidewalk sweeping programs;
- (b) Beautification programs to improve the image of business districts through local improvements such as plantings, banners, lighting, window displays and/or seasonal decorations as appropriate;
- (c) Communications, advocacy and outreach programs which provide a conduit to HRM's business community through dissemination of information, advocacy, and facilitating change in support of local business district and related municipal matters;

- (d) Support the delivery of HRM's Economic Strategy through monitoring of local economic and business activity and trends in respective districts in support of HRM's marketing efforts, and collaborates with other HRM economic development service providers in supporting HRM's Economic Strategy;
- (e) Provide assistance to HRM in facilitating solutions to service delivery issues in partnership with the business community, and assists HRM in responding to municipal service requests through reporting and/or provide assistance with local inventories of municipal service issues;
- (f) Provide local area business area marketing and promotion services through such means as business directories, websites, tourism and retail promotions, marketing collateral and/or hosting community festivals and events as appropriate.
- (g) Participates in collectively identifying priorities for HRM's annual business planning and budget process, and prepares annual activity plans in accordance with section 3.03 of this agreement which identify measurable outcomes in support of this agreement;
- (h) Provides regular communications to Manager on status of activity plans and provides annual report to Council on year end achievements.

### Section 3.03      **Preparation of Activity Plan and Budget**

- (a) The Society shall prepare and submit to the Municipality for approval, through the Manager, a plan of activities and budget for each municipal fiscal year ending March 31 along with a recommended area rate, to be levied against all commercial realty and business occupancy assessments in the district, for financing the proposed plan of activities and budget which align with the general services referenced in section 3.02 of this Agreement, including a recommended minimum and maximum amount to be levied upon each commercial realty and business occupancy assessment, which budget shall include a three percent reserve from the total levy collected for uncollected area rates, by HRM.
- (b) Those Business Improvement Associations located within the Capital District, shall also:
  - (i) participate in and cooperatively submit to the Municipality for approval through the Manager, a joint initiative plan of activities and budget for each municipal fiscal year (April 1 - March 31) to promote collaboration among the Capital District area business commissions, which shall include new partnership initiatives which address graffiti abatement, enhanced maintenance, safety, beautification, and joint marketing and promotions which are addressed under separate contract.
  - (ii) contribute 5% of the previous years' streetscape improvement amount for their district, to be put aside to pay for future streetscape amenity

maintenance, with a minimum contribution of \$1,000 and a maximum contribution of \$2,000 each year (April 1 - March 31).

Section 3.04                      **Operating Account**

The Society shall open a commercial chequing account ("Operating Account"), at a bank to be approved by the Municipality, for the purpose of depositing funds provided by the Municipality for carrying out the purposes approved pursuant to this agreement.

Section 3.05                      **Accounting Offices**

The Society shall maintain or cause to be maintained at such location as shall be approved in writing by the Municipality, adequate books, vouchers and records in connection with the management and operations of the Services. The Municipality shall have the right, at its own expense, and at all reasonable times during normal business hours, to audit, examine, make copies of, or take extracts from the books of account and records maintained by the Society pursuant to this agreement. Such right may be exercised through any agent or employee designated by the Municipality and the Municipality shall bear all expenses in connection therewith.

Section 3.06                      **Receipts and Records**

The Society shall at all times during the continuance of this agreement secure and maintain all applicable invoices and/or bills for all expenses related to the Services, copies of all correspondence, contracts, inventories, warranties and records of income, deposits and charges with respect to the Services. The Society shall at all times keep and maintain in accordance with generally accepted accounting principles, approved by the Municipality and consistently applied, full, true and accurate books of account fully reflecting all matters relating to the Services, including all income, expenditures, assets and liabilities thereof. The books of accounts shall be kept in such a manner as to clearly separate all income and expenses and to indicate to which source they are attributed, with any distributions to the Municipality be accompanied by a statement identifying the source of such funds.

Section 3.07                      **Financial Reports**

Within ninety (90) days after the close of the Fiscal Year, the Society shall cause to be prepared by an independent accountant or accounting firm and filed with the Municipality through the Manager, an audited financial report ("Financial Report") for the Services. The Financial Report shall include a balance sheet as of the end of the prior Fiscal Year, a statement of income or loss, and a statement of changes in financial position for the prior Fiscal Year. The statement of income or loss shall disclose the amount of income earned or loss sustained, the amount of cash; if any, available for distribution to the Municipality, and shall include the amount of depreciation, depletion, amortization, interest, extraordinary interest and extraordinary charges. The Society shall furnish the Financial Report to the Manager as soon as practicable after the Financial Report has been prepared.

Section 3.08 **Other Reports**

The Society shall, when requested, prepare and furnish to the Municipality, such other reports or statements as the Municipality may reasonably require.

Section 3.09 **Property of the Society**

The records, reports, books of account and other documents and materials relating to the provision of the Services shall be the property of the Society and; upon the termination of this agreement by expiration or otherwise, the Society shall provide copies of such portions thereof as the Municipality shall deem necessary.

Section 3.10 **Settlement**

Within 30 days after the effective date of termination of this agreement by expiration or otherwise, Society shall pay to the Municipality an amount equal to the sum of all deposits made to the Operating Account by the Municipality, less the sum of all amounts previously paid out of such account in accordance with this Agreement and such additional amounts as the Society may be obliged to pay or deposit to the Operating Account pursuant to the terms of this agreement.

**ARTICLE FOUR  
INDEMNIFICATION**

Section 4.01 **Indemnification of the Organization**

The Municipality shall indemnify, defend, and hold harmless the Society and each member of the Society and each officer and director thereof, against any uninsured loss, expense, damage, claim, liability, obligation, judgement or injury suffered or sustained by reason of any act, omission or alleged act or omission arising out of the activities of the Organization pursuant to this Agreement provided, however, that the Organization, member, officer or director, as the case may be, has acted in good faith and the act or omission giving rise to the claim is not fraudulent, deceitful, intended to cause harm or injury or illegal.

**ARTICLE FIVE  
DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITY**

Section 5.01 **Assessment Information**

The Municipality shall provide annually to the Society, assessment roll data for the next fiscal year within seven (7) days of receiving it from the Province of Nova Scotia.

Section 5.02 **Approval of Business Plan & Budget**

The Municipality shall approve such business plan and final budget, as the Municipality considers appropriate.

Section 5.03 **Interim Financing**

The Municipality shall, by April 15 of each fiscal year deposit in the Operating Account of the Society, interim financing for the operation of the Society, which shall be equal to forty percent of the Society's approved budget for the Area in the previous year.

Section 5.04 **Disbursements**

The Municipality shall deposit funds in the Operating Account according to the following schedule:

- (a) interim financing as described in Section 4.04 forty percent of the Final Budget on August 1<sup>st</sup> of each year;
- (b) the remaining funds of the Final Budget on November 1 of each year, less the three percent budgeted for uncollectible on the local area rate levied in the District for each fiscal year; AND
- (c) any funds collected by way of the 3% reserve, not used toward unpaid accounts, will be reimbursed to the Society every four years, and for those Business Improvement Associations located within the Capital District the Society agrees to commit 20% of the reimbursement to their maintenance reserve account administered by the Municipality.

Section 5.05 **Limitation of Liability**

The individual committee members of the Organization shall not be liable to the Municipality for any obligation, expense, liability or claim of any nature or kind whatsoever, howsoever incurred, with respect to the operation of the Society, for which there is no insurance on behalf of the Society or its committee members, as the case may be, unless such obligation, expense, liability or claim was incurred or arises as a result of lack of good faith or any fraudulent, deceitful or illegal act on the part of such individual.

**ARTICLE SIX  
TERM/TERMINATION**

Section 6.01 **Commencement and Initial Term**

(a) This Agreement shall be for a term of **two (2)** years, commencing on April 1<sup>st</sup>, 2007, and shall continue in force, unless earlier terminated as set out in Section 6.02 or Section 6.03 unless either party shall notify the other by written notice that it elects not to renew this Agreement at least six (6) months prior to the end of the initial term or any renewal term.

(b) Annual Review

The Municipality shall undertake an annual review of this Agreement in order to ensure



that the terms, conditions and deliverables are achieved and remain consistent with the Municipality's corporate direction.

#### Section 6.02

#### **Termination by the Municipality**

This Agreement may be terminated by the Municipality, upon giving the Society written notice of its election to terminate as follows:

- (a) In the event that the Society breaches any of the terms and provisions of this Agreement and such breach continues for a period of 15 days after written notice thereof from the Municipality to the Society or in the case of a breach which cannot with due diligence be cured within such period of 15 days, if the Society fails to proceed with all due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Society of such notice;
- (b) In the event that the Municipality is presented with a petition requesting that the Society's activities pursuant to this Agreement cease, signed by at least fifty-one percent of the persons within the District who are members in good standing; or
- (c) In the event that:
  - (i) if the Society shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent; the Society admits in writing its inability to pay its debts as they mature;
  - (ii) the Society gives notice to any governmental body of insolvency or pending insolvency or suspension or pending suspension of operations; or
  - (iii) the Society makes an assignment for the benefits of creditors or takes any other similar action for the protection of benefit creditors.

#### Section 6.03

#### **Termination by the Society**

This Agreement may be terminated by the Society, upon giving the Municipality written notice of its election to terminate, in the event that the Municipality breaches any of the terms and provisions of this Agreement and such breach continues for a period of 15 days after written notice thereof from the Society to the Municipality, or in the case of a breach which cannot with due diligence be cured within such period of 15 days, if the Municipality fails to proceed with due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Municipality of such notice.

## **ARTICLE SEVEN INSURANCE**

### **Section 7.01                      Indemnification Before and After Term of Agreement**

No party shall be liable for any obligations incurred by the other party whether incurred before or after the execution of this Agreement and each party hereby agrees to indemnify and hold harmless the other party with respect to all such obligations except obligations incurred by or in connection with or on behalf of the parties pursuant to and as permitted by the terms of this Agreement.

### **Section 7.02                      Insurance**

During the term of this Agreement, the Society shall provide, pay for and maintain with companies satisfactory to the Municipality, the types of insurance as jointly required by the Municipality and the Society. All liability policies shall provide that the Municipality is an additional named insured as to the operations of the Society under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance and shall be provided to the Municipality ten (10) working days prior to the expiration of the current coverage. Thirty (30) days notice must be given to the Municipality of any cancellation, intent not to renew, or reduction in policy coverage.

### **Section 7.03                      Suits and Claims**

The Society shall notify the Municipality in writing as soon as possible after the Association becomes aware of any claim or possible claim against the Municipality and/or the Society which involves the Association. The Society shall take no steps (such as the admission of liability) which would operate to bar the Municipality from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defence in any legal proceedings involving the Municipality or the Society, or otherwise prevent the Municipality from protecting itself against any such claim, demand or legal proceeding. The Society shall fully cooperate with the Municipality in the defence of any claim, demand or legal proceeding.

## **ARTICLE EIGHT GENERAL PROVISIONS**

### **Section 8.01                      Notices**

All notices, demands, request, approvals or other communication of any kind, which a party hereto may be required or may desire to serve on the other party in connection with this Agreement, shall be served personally or sent by registered mail. Any notice or demand so served by registered mail shall be deposited in the mail with postage thereon fully prepaid, registered and addressed to the party so to be served as follows:

I. if to the Municipality:

Halifax Regional Municipality  
PO Box 1749  
Halifax, NS  
B3J 3A5

II. if to the Society

«Address2»  
«City», «Province»  
«PostalCode»

Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating notices), service of any notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed.

Section 8.02 **Validity of Provisions**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 **Waiver of Modification**

No consent or waiver, express or implied, by a party to or of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default hereunder. Failure on the part of a party to complain of any act, or failure to act on the part of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Neither this Agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

Section 8.04 **Successors**

The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and endure to the benefit of the successors and assigns of each of the parties hereto, provided, however, this Agreement shall at all times remain personal to the Society and may not be assigned by the Society without the prior written consent

of the Municipality.

Section 8.05 **Remedies**

Both parties shall, in addition to all rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce their rights hereunder.

Section 8.06 **Headings**

The headings used in this Agreement are inserted solely for the convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

Section 7.07 **Interpretation**

Where the context so requires, words used in the singular shall include the plural and vice versa.

Section 7.08 **Entire Agreement**

This Agreement, together with any written Agreements executed in connection herewith or modifications or amendments to this Agreement entered into by the parties hereto shall constitute the entire Agreement between the parties hereto relative to the subject matter hereof and shall supersede any prior Agreements or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

Section 7.09 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Nova Scotia.

Section 7.10 **Time of Essence**

Time is of the essence in the performance of the obligations of this Agreement and of each provision hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first above written.

**SIGNED, SEALED and DELIVERED**

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**HALIFAX REGIONAL MUNICIPALITY**

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Witness

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Mayor

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Witness

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Municipal Clerk