




P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.2.1
Halifax Regional Council
April 19, 2011

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: Original Signed
 Councillor Lorelei Nicoll, Chair, Community Planning & Economic
Development Standing Committee

DATE: April 15, 2011

SUBJECT: **Business Improvement District Service Agreement Renewal 2011**

ORIGIN

Staff Report submitted to the Community Planning & Economic Development Standing Committee meeting of April 14, 2011.

RECOMMENDATION

It is recommended that Halifax Regional Council authorize the Mayor and Municipal Clerk to execute the Business Improvement District Service Agreement as set out in Attachment 1 of the February 8, 2011 staff report for one year, effective April 1, 2011.

BACKGROUND/DISCUSSION

Staff provided a presentation regarding this matter to the Standing Committee at its April 14, 2011 meeting. The Committee endorsed the staff recommendation and recommends that Regional Council approve the service agreement as outlined in the attached staff report.

BUDGET IMPLICATIONS

Budget Implications are addressed in the attached staff report (dated February 8, 2011).

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

Not applicable with this report. The attached staff report addresses the Community Engagement process that was followed.

ALTERNATIVES

The Standing Committee did not provide Alternatives. The attached staff report provides Alternatives.

ATTACHMENTS

Attachment 'A': Staff report dated February 8, 2011.

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: Sheilagh Edmonds, Legislative Assistant

Community Planning & Economic Development Standing Committee
April 14, 2011

TO: Chair and Members of the Community Planning & Economic
Development Standing Committee

SUBMITTED BY: Original Signed
Paul Dunphy, Director, Community Development

DATE: February 8, 2011

SUBJECT: **Business Improvement District Service Agreement Renewal 2011**

ORIGIN

June 12, 2007, Council approval of a Service Agreement with six (6) Business Improvement Districts (BIDs) located within HRM (Downtown Dartmouth, Downtown Halifax, Spring Garden, Quinpool, Spryfield, and Sackville).

May 13, 2008, Council approval of a Service Agreement with one (1) Business Improvement District (Main Street Dartmouth).

This report seeks Regional Council's approval to renew the existing Service Agreement, with minor amendments, with the existing seven (7) BIDs for a term of one year, effective April 1, 2011.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Authorize the Mayor and Municipal Clerk to execute the Business Improvement Districts Service Agreement as set out in Attachment 1 of this report for one year, effective April 1, 2011.

BACKGROUND

The development of strong and vibrant areas of commercial focus supports both HRM's regional economic development and planning objectives. BIDs play an important role in providing an environment for sustainable community development and in attracting new business investment and entrepreneurs. Presently, there are seven (7) Business Improvement Districts (BIDs) located within Halifax Regional Municipality:

- Downtown Dartmouth Business Commission
- Downtown Halifax Business Commission
- Spring Garden Area Business Association
- Quinpool Road Mainstreet District Association
- Main Street Dartmouth and Area Business Improvement Association
- Sackville Drive Business Association
- Spryfield and District Business Commission

These BIDs are supported by an area rate levied on the commercial and business occupancy assessment of businesses and commercial land owners in the BID catchment area. This levy is enabled by Section 70 of the Halifax Regional Municipality Charter (2008) for services related to beautification, marketing, public parking, and economic development. On an annual basis, BIDs submit a financial statement, proposed budget, and business plan to HRM staff in May to substantiate each BID's proposed area rate. Typically, Council approves these area rates in June.

Albeit the 2011-2012 BID area rates will not be presented for Council approval until June, 2011, renewal of the agreement is being sought at this time to legitimize the interim instalment issued in April (Service Agreement, Section 5.03). The timing of this transfer to the BIDs assists in cash flow management which is especially important for smaller or new BIDs with limited reserves.

DISCUSSION

a). Proposed Amendment to Agreement

The existing Service Agreement template stipulates a that 5% be set-aside for streetscape amenities. This is a legacy provision which should be struck out. When the Service Agreement template was originally drafted, HRM had entered into streetscape agreements with four BIDs located within the Capital District. As a condition of providing streetscape improvements, HRM stipulated that the participating BIDs set aside money to cover upkeep and maintenance. Over time, this practice was discontinued; however, the provision remains in place. The set-aside provisions to be struck from the Service Agreement read as follows:

“Section 3.03 (b). Those Business Improvement Associations located within the Capital District shall also:

- (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)”.

AND (Partial Strike-out)

“Section 5.04. The municipality shall deposit in the Operating Account according to the following schedule:

(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.”

b). Proposed Amendment to Term of Agreement

Staff have conducted a review of approaches taken by municipalities in other Canadian jurisdictions in relation to policy and procedures governing the relationship between local BIDs and municipal government. The development of comprehensive policy is proposed that would, if approved, replace the current Service Agreement. Executing a one year Service Agreement will allow time for staff to engage in comprehensive stakeholder consultation and permit drafting of the proposed policy and procedures.

BUDGET IMPLICATIONS

None. The clause with respect to an enhanced maintenance reserve has not been in effect for 5-6 years and is redundant. Therefore, the proposed amendments (Sections 3.03.b and 5.04(c)) are essentially housekeeping.

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

Community Development staff met with BID representatives January 28, 2011, to discuss issues of mutual concern as set out in a staff Briefing Report circulated by HRM staff. BID representatives agree in principle to the proposed replacement of the existing Service Agreement with comprehensive policy and procedures, subject to Regional Council’s approval. Hence, the BIDs are in agreement with the proposed one-year renewal term and amendment.

ALTERNATIVES

1. Council could direct further amendments to the Service Agreement template.
2. Council could elect not to approve the Service Agreement, with minor amendments, and provide alternate direction to staff.

This action is not recommended: Arguably, the lack of a signed formal agreement between HRM and the BIDs compromises accountability and could be perceived as diminishing the status of the municipality’s partnership in enhanced service delivery.

ATTACHMENTS

1. Business Improvement District Service Agreement template with proposed amendment.

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: Scott Sheffield, Community Developer, Community Relations & Cultural Affairs 490-3941;
Peta-Jane Temple, Team Lead Grants & Contributions, HRM Community Development 490-5469

Report Approved by: **Original Signed**

Andrew Whittemore, Manager Community Relations & Cultural Affairs 490-1585

Financial Approval by: **Original Signed**

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

Service Agreement

Between:

Halifax Regional Municipality
and
"The Society"
PO Box 20059
Halifax, Nova Scotia
B3R 2L1

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

This **Service Agreement** made this 1st day of April,xxxx.

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;

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IT IS THEREFORE mutually agreed as follows:

ARTICLE ONE DEFINITIONS

Section 1.01 Definitions

- (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, xxxx.
- (d) “Deputy Chief Administrative Officer” means the Deputy Chief Administrative Officer for the Halifax Regional Municipality.
- (e) “Municipality” means Halifax Regional Municipality.
- (f) Chief Administrative Officer means the Chief Administrative Officer or designate.

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 (Society) 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 will 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 collaborate with other HRM economic development service providers in supporting HRM's Economic Strategy.

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) 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;
- (e) 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.
- (f) 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;
- (g) Provides regular communications to the Chief Administrative Officer 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 Chief Administrative Officer 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 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 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 Chief Administrative Officer, 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 Chief Administrative Officer, 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 Chief Administrative Officer 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 1st 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 1st, xxxx, 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

Business Commission Name Here

III. 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

BUSINESS COMMISSION

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Witness

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Witness

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HALIFAX REGIONAL MUNICIPALITY

Witness

Mayor

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Witness

Municipal Clerk