

HALIFAX

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


Item No. 14.1.3
Regional Council
December 13, 2016

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original Signed by 

Jacques Dubé, Chief Administrative Officer

Original Signed by 

Jane Fraser, Acting Deputy Chief Administrative Officer

DATE: December 1, 2016

SUBJECT: Shakespeare by the Sea

ORIGIN

- October 7, 2014 Regional Council motion:
MOVED by Councillor Mason, seconded by Councillor Whitman that Halifax Regional Council as a result of the fire at Park Place Theatre:
 1. Rescind their motion of Council made March 18, 2014, authorizing staff to enter into a less than market value lease agreement with Shakespeare by the Sea Theatre Society (SBTS) for the building located at 5480 Pleasant Drive, Halifax;
 2. Complete minimal cost repairs to Park Place Theatre to allow ongoing use as office, storage, and rehearsal space a temporary solution while long terms plans are developed for consideration of Council, subject to review and recommendation by Audit & Finance;
 3. Enter into a month to month license agreement to allow ongoing use of 5480 Pleasant Drive, Halifax by SBTS subject to confirmation of any necessary approvals from the Federal Government;
 4. Direct staff to provide information and work with staff of SBTS while SBTS explored cost effective, objective based solutions for a viable, code-compliant theatre at 5480 Pleasant Drive, subject to further consideration of Council;
 5. Direct staff to include the consideration and planning for a new building consistent with the Point Pleasant Park Comprehensive Plan in the development of the Cultural Spaces Plan
- May 12, 2015 Regional Council motion:
MOVED by Councillor Karsten, seconded by Councillor Mason that Halifax Regional Council, as a result of the increased estimated costs, confirm direction to staff to complete minimal repairs to Park - Place Theatre to allow ongoing use as office, storage and rehearsal space with funding being allocated as follows:

...RECOMMENDATION ON PAGE 2

1. Approve a request to authorize expenditure to Project No. CBXO1269— Mechanical in the amount of \$45,000 as outlined in the Financial Implications section of the staff report dated April 28, 2015.
2. Approve a request to authorize expenditure to Project No CBX01270 — Structural in the amount of \$55,000 as outlined in the Financial Implications section of the staff report dated April 28, 2015.
3. Approve a request to authorize expenditure to Project No. CBXO1272— Roof in the amount of \$10,000 as outlined in the Financial Implications section of the staff report dated April 28, 2015.
4. Approve a request to authorize expenditure to Project No. CBXO1275— Electrical in the amount of \$15,000 as outlined in the Financial Implications section of the staff report dated April 28, 2015
5. Approve an increase to Project No. CBX01270 — Structural — in an amount equal to the lesser of the repair cost or \$100,000 representing the insurance policy deductible from M320 Insurance Claims cost centre with any additional amount being received from the property insurance companies above \$100,000 be directed to CBXO1270— Structural to offset the costs of the project

LEGISLATIVE AUTHORITY

HRM Charter Section 63(1), the Municipality may sell or lease property at a price less than market value to a non-profit organization that the Council considers to be carrying on an activity that is beneficial to the Municipality; and (2) A resolution to sell or lease property referred to in subsection (1) at less than market value shall be passed by at least a two thirds majority of the Council present and voting.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Authorize the Mayor and Municipal Clerk to enter into an amending agreement with Shakespeare by the Sea Theatre Society for the premises located at 5480 Point Pleasant Drive, Halifax, subject to confirmation of any necessary approvals from the Federal Government, as per the key terms and conditions set out in Table 1 of this report; and
2. Direct staff to return to Council no later than fall 2017 with building recommendations relative to 5480 Pleasant Drive.

BACKGROUND

Shakespeare by the Sea Theatre (SBTS) is a not for profit society, which provides summer and fall outdoor performances at Cambridge Battery, in Point Pleasant Park. The Society had used Park Place Theatre at 5480 Point Pleasant Park for a number of years mainly for rehearsals, costume/prop storage and as an alternative performance space for days of inclement weather. On June 1, 2014, Park Place Theatre suffered a fire as a result of vandalism. Following the fire, the occupancy inspection report concluded that the building did not meet the standards of occupancy based on its history of use.

In May 2015, Council approved a budget of \$225,000 in order to complete minimal repairs to secure an occupancy permit for the building to be used as an office, storage and rehearsal space. The repairs approved by Council were to extend the life of the building for approximately 5 years, and were not to enable public attendance.

After completion of initial repairs, the Halifax Regional Fire and Emergency Order was lifted in June 2015. In response to direction of Council, staff executed a five year license agreement with SBTS in August 2015. Under the terms of the current license agreement the permitted use of the building is for office, storage, and rehearsal space effective until June 30, 2020. Public performances and public access to the building is not currently permitted under the license agreement.

As noted above, Council's direction to staff included "...provide information and work with staff of SBTS while SBTS explored cost effective, objective based solutions for a viable, code-compliant theatre at 5480 Pleasant Drive, subject to further consideration of Council;". This report directly outlines recommendations as a result of those discussions.

DISCUSSION

Minimal Cost Repairs

The building at 5480 Point Pleasant Drive was originally constructed as a summer use canteen that was not insulated or centrally heated. Over the years, successive renovations have compromised the structural integrity of building's roof (removing support columns) and compromised life safety (constructing a wood truss roof over the existing tar and gravel roof).

Subsequent to the fire and, as a result of increased costs, Regional Council approved funding on May 12, 2015 to complete the minimal repairs including mechanical, structural, roof and electrical repairs. With the exception of the replacement of the existing roof structure, the "minimal repairs" have been completed. These repairs included installation of code compliant exterior door, code compliant electrical wiring, barrier free improvements to the washroom, and improvements to the heating system.

However, ongoing discussion with SBTS concerning the height of the building's roof and impact to SBTS long term theatre programming goals has delayed the replacement of the roof. The height of the building is currently 8' in comparison to standard height in schools and community buildings of 12-14'. SBTS requested that HRM consider increasing the roof height which would enable enhanced programming capability. A structural review of the existing building investigated options to increase the underside of the structure to 12 feet. It was determined that the existing exterior walls could not support raising the roof, therefore the cost of increasing the height of exterior walls to support a higher roof would not be feasible within the current capital budget approved for the minimal repairs. As well, the repairs approved by Regional Council can meet the previous programming provided within the building prior to the fire. Therefore, a proposed increase to the roof height would be considered an enhancement to SBTS programming which is beyond HRM's requirements and scope of the project. The estimated cost of raising the roof and other SBTS enhancement requests is estimated at approximately \$770,000.

SBTS has requested deferral of the minimal roof repairs to provide additional time to explore opportunities for improvements to the building at 5480 Point Pleasant Drive. Currently, SBTS is conducting a feasibility study (including business plan and fundraising study) to explore possible options including raising the height of the roof, enhancement, and/or creating a new building on the current site. The revitalization of the venue is seen to be integral to the Society's continued operation and evolution. The Society is working to identify a blend of private and public funding options, and has been reaching out to cultural industry partners to determine the potential impact the facility could have in the region.

HRM stabilized the roof after the fire, therefore, a short term delay would not adversely impact the building. However, a decision on the roof will need to be completed in a timely manner so as to not cause damage due to a long term delay. Therefore, it is recommended that staff be directed to return to Council no later than fall 2017 to obtain direction on renovations to the buildings, which will allow time for SBTS to complete their study.

While the minor cost repairs were not initially thought to permit public occupancy, staff's subsequent review has determined that public performances can be permitted in the building, subject to appropriate

permits. Based on this new information, staff recommends amending the current license agreement, conditional on receipt of appropriate permits, to enable public performance in the building.

License Agreement

The current license agreement restricts SBTS's ability to apply for funding. Specifically, one of the funding sources identified by SBTS is the Department of Canadian Heritage Cultural Spaces Fund, which supports the improvement of physical conditions for artistic creativity and innovation. The federal program can finance up to 50% of eligible projects. SBTS has indicated that without amendments to the license agreement to enable public performances in the building, they will continue to face operational challenges.

A barrier for SBTS in applying to the federal program is that organizations who apply for a construction and/or renovation project must demonstrate that they have a long term license/lease (minimum of 10 years). SBTS is currently operating on a month to month licence for a term of 60 months. Approximately 3.5 years are remaining of the five year current term. Staff recommends amending the term of the current licence agreement between HRM and SBTS to a total of a 10 year term, to enable SBTS to be eligible to apply for funding to that program.

Point Pleasant Park is owned by the Federal Government. HRM has a long term agreement with the Federal Government (Parks Canada Agency) for the use of Point Pleasant Park and as per the agreement HRM requires written permission from Parks Canada to amend the license agreement with SBTS. As per Attachment 2, Parks Canada has provided a letter of support to HRM regarding the proposed amendments to the SBTS License Agreement; therefore, staff do not anticipate any issues in achieving necessary federal approval for the proposed amendments.

The proposed amendments to the terms and conditions are outlined below in Table 1. All other clauses in the license agreement between HRM and SBTS are to remain unchanged and in full effect.

Table 1: Recommended Amendments to the Key Terms and Conditions	
Term	Extend the existing license term to June 30, 2025
Permitted Use	For purposes of SBTS office, prop and costume storage and rehearsal space Conditional upon receiving the applicable public access occupancy permit and HRM confirmation that the building is safe and structurally sound, public access is allowed for the purpose of live theatre performances.
Insurance	Insurance clauses subject to review by Risk & Insurance to ensure current values/types of insurance are sufficient to mitigate any risk associated with the change in permitted use.
Other terms and conditions	All other clauses in the license agreement between HRM and SBTS executed on August 26, 2015 are to remain unchanged and in full effect.

Timeline

Based on SBTS's request, it is recommended that the remaining repairs to the roof be deferred to provide time for the organization to explore funding opportunities regarding the requested enhancements. As a result, no additional repairs would be completed to the Park Place Theatre until staff returns to Council with building options, unless the building becomes unsafe or not structurally sound. To ensure safety of the building (in particular the roof) staff would return to Regional Council for direction prior to fall of 2017 to determine next steps concerning 5480 Point Pleasant Drive.

As noted, the repairs completed to date are expected to be able to meet building code requirements for an occupancy permit for public performance usage. Therefore, while SBTS explores options for Park Place Theatre to enable expanded programming, staff recommends that public occupancy for purposes of live theatre be permitted as per the terms of Table 1. Since the current license agreement does not allow for public performance or public access to the building, an amendment would authorize theatre performances for SBTS summer 2017 season, provided the necessary occupancy permits are obtained. That would enable SBTS to continue to operate as previous, including fall and winter SBTS performances, while they explore fundraising opportunities.

FINANCIAL IMPLICATIONS

None at this time. Funding for the remaining roof repairs is available in Project No. CBXO1272— Roof. Should Regional Council approve the recommendations outlined in this report, SBTS can undertake necessary fundraising applications and staff would return to Council to provide options for Park Place Theatre no later than fall 2017. At that time, any applicable financial implications would be outlined for Council's consideration.

RISK CONSIDERATION

There are minimal significant risks associated with the recommendations in this report. The risks considered rate low.

To reach this conclusion, consideration was given to safety and reputational risks. Based on a May 2016 structural review of the building, no obvious signs of structural distress were noted. Safety risks are mitigated through monitoring of snow load on the roof over the winter and requiring occupancy permits prior to permitting public access. Safety risks are also mitigated by requiring Council direction on enhancement or completion of minor cost repairs within a one year time frame. Reputational risk is mitigated by allowing public occupancy, conditional on permits, for the Park Place Theatre as a rain venue for SBTS 2017 summer season.

COMMUNITY ENGAGEMENT

Other than staff's ongoing work with SBTS, no other community engagement has been conducted at this time.

ENVIRONMENTAL IMPLICATIONS

None at this time.

ALTERNATIVES

- Alternative 1: Regional Council could choose to not defer the remaining repairs to provide time for SBTS to explore opportunities for the proposed enhancements and direct staff to complete the repairs immediately.
- Alternative 2: Regional Council could choose to not amend the terms or conditions of the current license agreement.

ATTACHMENTS

Attachment 1: License Agreement between HRM and SBTS executed June 24, 2015

Attachment 2: Letter from Parks Canada dated November 1, 2016

Report Prepared by: Jenny White, Partnership Coordinator, Program Support Services, 902 490 1214
Tara Legge, Leasing Officer, Real Estate, 902 490 8442

Report Approved by: _____
Denise Schofield, Manager Program Support Services, Parks & Recreation, 902.490.6252

Report Approved by: Darren Young, Acting Manager, Corporate Facility Design & Construction
902.476.9295

Report Approved by: _____
Peter Stickings, Acting Director of Operations Support, 902.476.8237

Report Approved by: _____
John Traves, Q.C., Director - Legal, Insurance and Risk Management Services
902.490.4226

Report Approved by: _____
Brad Anguish, Director, Parks & Recreation, 902.490.4933

Original Signed

License Agreement

Between:

**Halifax Regional Municipality
and
Shakespeare by the Sea Theatre Society**

FOR:

**5480 POINT PLEASANT DRIVE
HALIFAX, NOVA SCOTIA**

Prepared by:

**Halifax Regional Municipality
Corporate Real Estate
Operations Support
PO Box 1749
Halifax, Nova Scotia, B3J 3A5**

**t. 902.490.6025
f. 902.490.6030
www.halifax.ca**

June 24, 2015

This License Agreement (the "Agreement") made this 26th day of AUGUST, 2015 A.D.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY, a municipal body corporate
(hereinafter called the "Licensor")

OF THE ONE PART

-and-

SHAKESPEARE BY THE SEA THEATRE SOCIETY, a society incorporated under the
Societies Act of Nova Scotia (hereinafter called the "Licensee")

OF THE OTHER PART

WHEREAS the Licensor has an active agreement with the Federal Government (Parks Canada Agency) for the use of Point Pleasant Park, PID 00001248 as a public park;

WHEREAS the Licensee has requested of the Licensor a licence to use part of the Building located at 5480 Point Pleasant Drive;

WHEREAS the Licensor has obtained written approval from Parks Canada Agency to enter into this Agreement with the Licensee;

AND WHEREAS the Premises measures +/- twenty-eight hundred seventy (2,870) square feet excluding the attached public washrooms, as shown outlined in red on Schedule "A", which also forms part of this Agreement;

WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) paid by the Licensee to the Licensor, and the terms hereinafter reserved and contained the Licensor and the Licensee covenant and agree as follows:

DEFINITIONS:

- 1.0 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:
- 1.1. "Building " means the facility located at **5480 Point Pleasant Drive, Halifax, Nova Scotia;**
 - 1.2. "Commencement Date" means **June 1, 2015;**
 - 1.3. "Permitted Use" means to be used for the purposes of an office, storage, and rehearsal space. Public performances and or public access to the Building is not permitted;
 - 1.4. "Premises" means the Building excluding the public washrooms located at 5480 Point Pleasant Drive, Halifax, Nova Scotia, which is outlined in red in Schedule "A", attached hereto; and
 - 1.5. "Term" means the period of sixty (60) months from and including the Commencement Date to and ending on the 30th day of June, 2020.

Grant of RIGHTS to the LICENSEE:

- 2.0 The Licensor, subject to the terms and conditions set forth in this Agreement, does hereby grant to the Licensee, for itself, its successors, assigns, employees, agents, servants, and licensees, a license for the Term:
- a. to use the Premises for the Permitted Use; and
 - b. to have one storage container located at the back of the Premises (outlined in blue in the attached Schedule "A") which is to remain in good condition and repair with the permission of the Licensor. This permission can be withdrawn at any point during the Term at the sole discretion of the Licensor without any financial reimbursement or obligations owing to Licensee by the Licensor.

TERMINATION:

- 3.0 Either party may at any time, for any reason whatsoever, terminate this agreement by providing thirty (30) days written notice to the other party

DUTIES of the LICENSEE:

- 4.0 The Licensee covenants and agrees with the Licensor as follows:
- a. The Licensee accepts the Premises in an "as is" condition;

- b. The Licensee agrees to use the Premises only for the Permitted Use;
- c. The Licensee shall be responsible at their cost for the installation of a sub-meter for the tracking of water consumption;
- d. The Licensee will be invoiced by the Licensor for their water consumption based on the sub-meter readings. The Licensee shall pay the water invoices as and when they fall due for the term of this License;
- e. The Licensee is required to establish an account with Nova Scotia Power for the electricity meter associated with the Premises. All charges relating to this meter are the responsibility of the Licensee;
- f. The Licensee shall pay as and when they fall due all taxes, rates and charges charged, assessed or levied in respect of the property as a real property taxes or otherwise, in respect of any business or other activity carried on upon or in connection with the Premises or in respect of the Licensee's fixtures or equipment which shall include any HST payable on such taxes, rates and charges.
- g. The Licensee shall not install a sign or signs on the Premises unless all plans and specifications of any proposed sign or signs are submitted to and approved by the Licensor. The Licensor may post signs on the property as needed.
- h. That the use by the Licensee of electrical, plumbing, heating and other services, shall at no time exceed the capacity of the wiring, mains, pipes or conduits on the Premises or the fixtures or equipment within the Premises so as to constitute a hazard.
- i. The Licensor is responsible for the general maintenance of the Premises. The Licensee shall be responsible at its own cost for the repair or replacement of any portion of the Premises damaged through any wilful or negligent act or omission of the Licensee, its agents, servants or guests.
- j. The Licensee shall not make any alterations or repairs to the Building or Premises without first obtaining the written consent of the Licensor, which consent may be withheld at the sole discretion of the Licensor. If any alterations or repairs are completed without the prior written consent of the Licensor, including but not limited to any electrical, structural, plumbing or erection of demising walls, etc., the Licensee will be considered in default of the Agreement and the Agreement may be terminated immediately and the Licensee shall be responsible to pay the Licensor for any associated costs due to such work. If written approval for alterations or repairs is given by the Licensor, it shall be the responsibility of the Licensee to obtain all necessary approvals and permits for any alterations, repairs and maintenance.
- k. That the Licensee will not assign or sublicense the Premises or any part thereof without the express written consent of the Licensor which consent may be withheld by the Licensor in its sole discretion.

- I. That it shall be lawful for the Licensor, its servants and agents at all reasonable times to enter the Premises to view the state of repair by providing the Licensee with twenty (24) hours prior written notice. The Licensor shall schedule and conduct an annual inspection of the Building. In the event of an emergency the Licensor, its servants and agents shall enter the Premises without notice.

INSURANCE:

5.0

The Licensee will purchase and keep force throughout the Term:

- a. All Risks Property Insurance covering all improvements made to or installed in the Premises by or on behalf of the Licensee and all the contents, equipment and property of every description of the Premises whether owned by the Licensee or for which the Licensee is responsible in an amount equal to the full replacement value;
- b. Business interruption insurance in an amount sufficient to sustain payment of the operational costs and direct payments for a period of at least six (6) months and in such amount, for such risks as would be carried by prudent Licensees. The Licensor will not be liable for any damages or additional expenses of the Licensees resulting from the Premises being wholly or partially unfit for occupation as a consequence of the damage or destruction of the Premises;
- c. Commercial General Liability insurance in a form at least as broad as the current Insurance Bureau of Canada Commercial General Liability insurance or its equivalent (including, but not limited to, Licensee's fire, legal liability and contractual liability covering this Agreement) with a cross-liability clause and otherwise in amounts not less than Two Million Dollars (\$2,000,000) inclusive.
- d. All insurance policies required under this Agreement shall be and with Insurers licensed to do business in the Province of Nova Scotia and on terms acceptable to the Licensor. All insurance policies required under the terms of this Agreement shall contain a clause or endorsement stating that the Insurer(s) shall provide the Licensor with at least 30 days' notice of cancellation or termination with no renewal.
- e. The Licensor shall retain at all times the right but not the obligation, to review the originals of insurance policies in its office at any reasonable time. Any such review done by it or on its behalf shall not imply that the terms of this Agreement have been fulfilled.
- f. The Licensee will pay the premium for each policy. If the Licensee fails to purchase or keep in force such insurance, the Licensor may effect such insurance, the cost thereof being recoverable from the Licensee forthwith on demand as additional rent hereunder. In the event that the Licensor

exercises its option to purchase insurance coverage as required by the terms of this Agreement an administration charge of ten percent (10%) of the premium cost will be charged back to the Licensee.

- g. The Licensee will not do or permit to be done, or omit to do, on the Premises or elsewhere anything which will directly or indirectly cause the rate of insurance for the Building and Premises and improvements thereon or any part thereof to be increased or the Licensor's liability insurance in to be increased.
- h. The Licensee's policy will contain a waiver of subrogation rights which the Licensee or their Insurer may have against the Licensor and those for whom the Licensor is at law responsible. It shall be non-contributing with and apply only as primary and not as excess to any other insurance available to the Licensor.
- i. Any other form of insurance as the Licensor, acting reasonably, requires the Licensee to obtain from time to time.
- j. It shall be the Licensee's obligation to provide the Licensor, with new and renewal Certificates evidencing proof all required Insurance coverages at least ten (10) days prior to expiry of each term of the insurances. Certificates of Insurance for all required policies are required upon signing of this Agreement or at time of Licensee taking occupation of the Premises, whichever comes earlier. Halifax Regional Municipality is to be named on each insurance policy Certificate of Insurance as Additional Insured.
- k. The Licensor is not liable for any damages to the Licensee's property or for any injury to any person in or coming to or from the Premises, however caused, and the Licensee agrees to indemnify the Licensor against the financial consequences of any such liability.

Indemnification of Licensor

- l. The Licensee will indemnify Halifax Regional Municipality and save them harmless from and against all loss, claims, actions, damages, costs (including Solicitor fees), liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in the Premises, or the Licensee's occupancy of the Premises, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be on the Premises by the Licensee and such indemnity shall survive the expiration or sooner termination of this Agreement . If Halifax Regional Municipality, their Mayor, Council, Employees or any associated or affiliated companies are without fault on their part, made a party to any litigation commenced against the Licensee, then the Licensee will protect, indemnify and hold them harmless and pay all expenses and legal fees (on a solicitor and his own client basis) incurred or paid by Halifax Regional Municipality or such other parties in connection with the litigation.

GENERAL PROVISIONS:

- 6.0 Any tender of documents to be delivered, or any notices required hereunder, shall be deemed to have been received five (5) business days after the post-marked date thereof if sent by registered mail or at the time of delivery if hand delivered (including prepaid courier), and shall be addressed as follows:

To the Licensor:

Attention: Manager, Corporate Real Estate, Operations Support
Halifax Regional Municipality
Post Office Box 1749
Halifax, Nova Scotia B3J 3A5

To the Licensee:

Shakespeare by the Sea Theatre Society
5799 Charles Street
Halifax, Nova Scotia B3K 1K7

- 7.0 Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. Day refers to calendar day unless otherwise specified.
- 8.0 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.
- 9.0 This Agreement shall constitute the entire Agreement between the Licensor and the Licensee with respect to the subject matter hereof and supersedes all other agreements, contracts or understandings, whether oral or in writing. This Agreement may only be changed by a written agreement executed by the Licensor and the Licensee hereto.
- 10.0 Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
- 11.0 No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
- 12.0 This Agreement shall enure to the benefit of and be binding on each of the parties and their respective successors and permitted assigns.

IN WITNESS HEREOF the parties hereto have properly executed this Indenture as of the day and year first above written.

SIGNED, SEALED and DELIVERED

Original signed
[Redacted]

Witness

Original signed
[Redacted]

Witness

**SHAKESPEARE BY THE SEA
THEATRE SOCIETY**

Original signed
[Redacted]

Signature

Original signed
[Redacted]

Print Name

Original signed
[Redacted]

Signature

[Redacted]

Original signed
[Redacted]

Print Name

Original signed
[Redacted]

Position

By signing above, I/we hereby confirm we have authority to bind Shakespeare by the Sea Theatre Society

Original signed
[Redacted]

Witness

[Redacted]

Witness

HALIFAX REGIONAL MUNICIPALITY

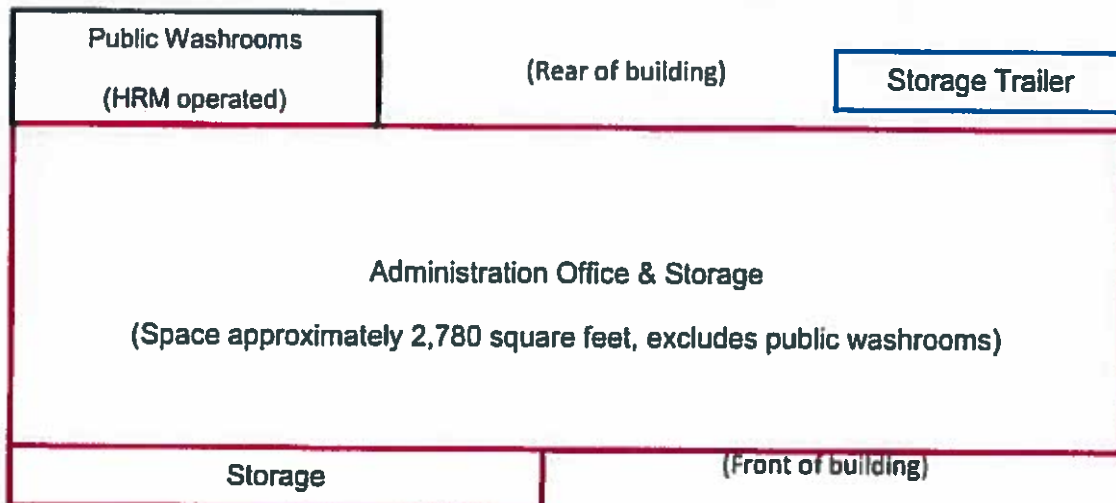
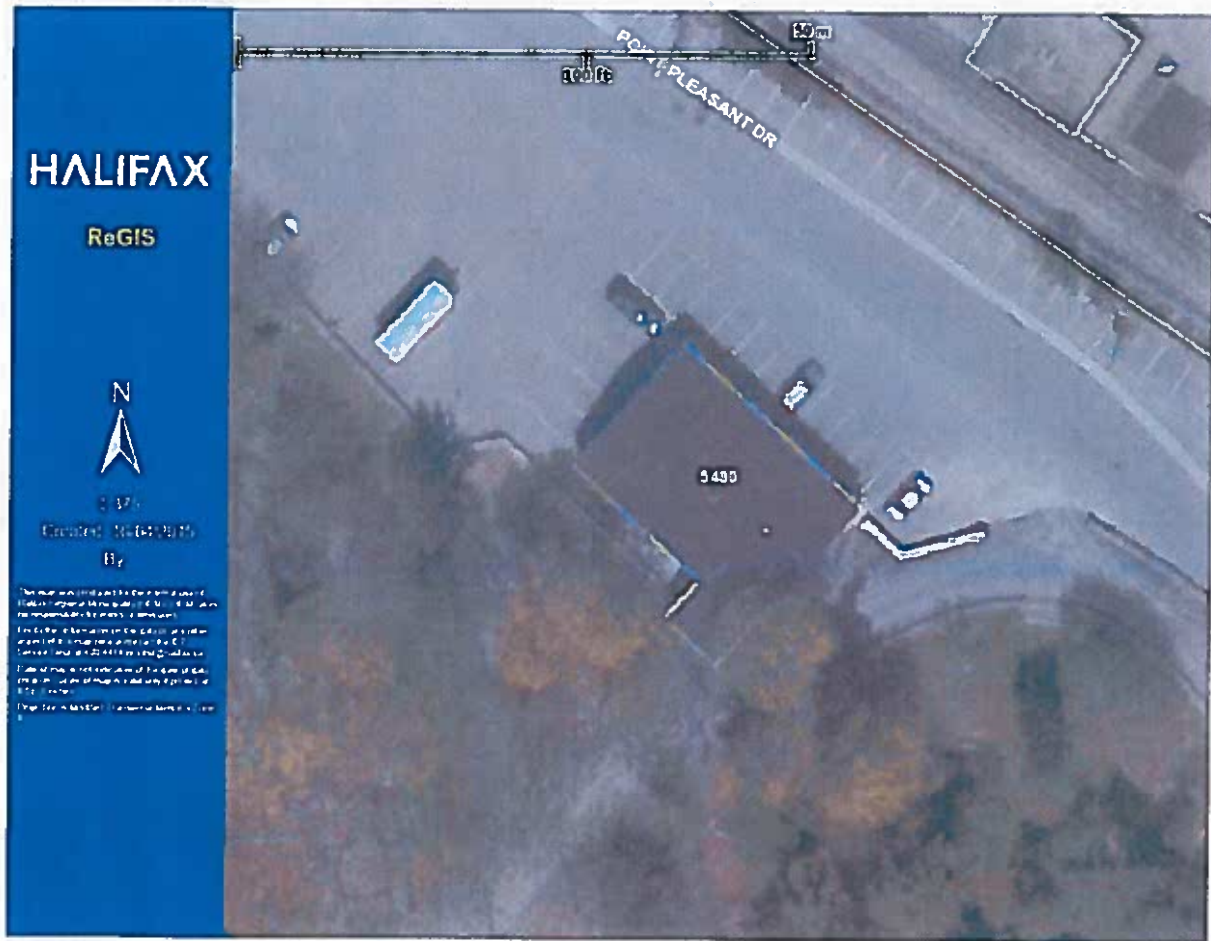
[Redacted]

Deputy Mayor

[Redacted]

Municipal Clerk

Schedule "A"





Parks
Canada

Parcs
Canada



Attachment 2

Halifax Citadel National Historic Site
P.O. Box 9080, Station A
Halifax, Nova Scotia
Canada

Ms. Jenny White
Partnership Coordinator
Parks and Recreation
Halifax Regional Municipality
whitejen@halifax.ca

November 1, 2016

Dear Ms. White,

Parks Canada understands that Halifax Regional Municipality is considering extending the current license agreement with Shakespeare by the Sea for the use of lands at 5480 Point Pleasant Drive, located in Point Pleasant Park until June 30, 2025. Shakespeare by the Sea presents live theatre performances to the visiting public.

Parks Canada will support Halifax Regional Municipality for an extended license to Shakespeare by the Sea to continue to occupy the building to be used for an office, costume and prop storage, rehearsal space, and extend the scope of use in the license to include live theatre performances which may be open to the public.

If you have any questions or comments, please do not hesitate to contact me at (902) 426-4944.

Regards,
Original Signed

Dave Danskin, A/Field Unit Superintendent

For Julie Tompa
Field Unit Superintendent
Mainland Nova Scotia
Parks Canada

Canada