

This License Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

Between:

The City of Edmonton  
(the “City”)

and

Edmonton Federation of Community Leagues  
 (“EFCL”)

and

(the “League”)

WHEREAS Community Leagues have existed in the City since 1917 and exist within virtually every Edmonton neighbourhood;

AND WHEREAS the Community Leagues of Edmonton are recognized as providing valuable recreational sports, social, community and cultural facilities, programmes and voluntary leadership in recreation and culture within the various neighbourhoods of the City and thus saving the City significant expenditures for the provision of these essential facilities and services;

AND WHEREAS the Municipal Council of the City endorses the activities of Community Leagues, the Federation and its affiliated Area Councils and Area Recreational Councils acknowledging their essential contribution to the City;

AND WHEREAS the Municipal Council of the City has encouraged the formation of Area Councils, President’s Councils and Area Recreational Councils to coordinate the activities of several Community League groups within an area of the City;

AND WHEREAS the Municipal Council of the City has set aside land in various neighbourhoods for public use by the neighbourhood and will retain the said land for general park purposes, licensing such part thereof to Community Leagues as required by them for uses consistent with their objectives;

AND WHEREAS the Municipal Council of the City recognizes that Community Leagues often make financial contributions to developments on such park land and that such developments are the property of the Community Leagues under the terms of this Agreement;

AND WHEREAS on February 12, 1980, the Municipal Council of the City passed the following resolution describing the relationship between the City and the Federation:

"NOW THEREFORE BE IT RESOLVED:

- (i) to recognize that each Community League is a desirable vehicle for the provision of certain services which are of benefit to the residents of the neighbourhood and the City;
- (ii) to view the Community League structure as being a useful mechanism for debate of area concerns and presentation of views and recommendations to Council;
- (iii) to believe that participation in Community League activity is a desirable element in a democracy which seeks to place decision making for appropriate activities at the neighbourhood level;
- (iv) to recognize the role the Community League structure plays in educating and training citizens in governance and in providing opportunities for citizens to volunteer their efforts to the community;
- (v) to support the Edmonton Federation of Community Leagues as the representative and coordinating body of Edmonton's Community Leagues;

and hereby directs the Administration to give consideration and support to the unique and desirable Community League structure so that the resources of the citizens and the Administration can work most productively for the benefit of the City as a whole."

AND WHEREAS the Federation wishes to recognize the autonomy of the League while respecting its own partnering, coordinating and facilitating responsibilities to the Community League movement in Edmonton and to the City of Edmonton;

AND WHEREAS the League, the Federation and the City now wish to enter into a License for the Site;

NOW THEREFORE the parties mutually covenant and agree as follows:

## **DEFINITIONS**

1. In this Agreement:
  - 1.1 “Administration” means City of Edmonton staff;
  - 1.2 “Associate Member” means individuals and families not residing within the league’s boundaries, and organizations and businesses, regardless of where they are located, who have purchased an associate membership to be allowed to take part in league activities and be eligible for discounts and other benefits the league provides to its members. Associate Members are not allowed to sit on the board of directors of the Community League, and, depending on the wishes of the Community League, may not be allowed to vote on league matters.
  - 1.3 “Commercial purpose” means any commercial, retail, business or merchandising activity or undertaking, profession, trade, occupation, or an activity providing goods or services carried out on the Site or any portion thereof by a for-profit entity.
  - 1.4 “Community League” means a volunteer, not-for-profit organization formed to meet the needs and interests of residents within a defined geographic area in the city of Edmonton. Community leagues are recognized by the City of Edmonton as the primary speaking body for the community. Leagues are part of a network of neighbourhood-based organizations operating under the umbrella of the Edmonton Federation of Community Leagues (EFCL). A community league is an autonomous body, registered under the *Societies Act* with the Corporate Registry of the Government of Alberta.
  - 1.5 “EFCL or Federation” means the umbrella organization that supports the community league movement and as outlined in City Policy C110,

City/Community Leagues Relations it is the representative and co-ordinating body of Edmonton's Community Leagues.

- 1.6 "Facilities" means those structures that Community Leagues have on the Site which may include, but are not limited to: buildings, fences, basketball courts, tennis courts, skating rinks, rink shacks, batting cages, parking lots, lights, landscaping.
- 1.7 "General Manager" means the General Manager of Community Services.
- 1.8 "Hazardous Substances" means those substances which include, but are not limited to, petroleum products and by-products, any contaminants, pollutants, dangerous substances, haled liquid wastes, industrial wastes, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any law, bylaw, regulation or order, whether federal, provincial or municipal.
- 1.9 "Notice" means for the purpose of this license agreement, any request, applications, information, statements or other writing required or permitted to be given by any party to the other.
- 1.10 "Parkland" means any property, whether developed or not, owned, controlled or maintained by the City that is:
- 1.10.1 intended to be used by members of the public for recreation and general enjoyment;
  - 1.10.2 preserved as a natural area;
  - 1.10.3 used as a cemetery;
  - 1.10.4 zoned AP (Public Parks), A (Metropolitan Recreation), AN (River Valley Activity Node) or US (Urban Services);
  - 1.10.5 contained in the North Saskatchewan River Valley and Ravine System Protection Overlay as described in the City bylaw governing land use;
  - 1.10.6 designated as municipal reserve, environmental reserve or a public

- utility lot pursuant to the *Municipal Government Act*; or
- 1.10.7 that portion of any Boulevard contiguous with, partially within, or fully within any property described above and controlled by City of Edmonton Bylaw C2202
- 1.11 “Pesticides” means any substances defined as such in all applicable provincial or federal legislation.
- 1.12 “Public Safety” means the welfare and protection of the general public. It is usually expressed as a governmental responsibility. The primary goal is prevention and protection of the public from dangers affecting safety such as crimes.
- 1.13 “Recreation” means recreational sports, social, community and cultural facilities and programs.
- 1.14 “Site” means that parcel of Parkland described in Schedule “A” and provided to the Community League for its use by the City under the terms and conditions of this agreement.
- 1.15 “Sub-license” means any license agreement entered into between the Community League and a third party for the use of space on or within the Site and which is subject to the terms of this License Agreement.
- 1.16 “Sub-licensee” means a third party not-for-profit organization which has entered into a Sub-License with the Community League for the purpose of using space on or within the Site on a regular, continuous basis to provide activities or programs to its own members and/or clients (which may include members of the Community League).
- 1.17 “The City” means the corporation of the City of Edmonton.

## **TERM OF LICENSE**

2. The City is the owner of the parcel(s) of Parkland described in Schedule "A" attached hereto (herein referred to as the "Site"). The City grants to the League a non-exclusive license to occupy the Site for the fee of One Dollar (\$1.00) per year (the receipt of which is hereby acknowledged) for a term of Ten (10) years. The League acknowledges that the City has not and cannot confer on or vest in the League any title, interest or estate in the Site. Notwithstanding any other term or condition of this License, during the term of this License, the League shall not use this License as security to guarantee any loan or encumber, mortgage, charge or lien the title to the Site.

3. The term of this License is to begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, subject to earlier renewal or termination as provided for herein.

4. This License is subject to:

- (a) the reservation throughout the Site of a general easement for all utilities including natural gas; and
- (b) the reservation of all oil, gas, mineral or mining rights in or under the Site.

5. If there are no buildings or facilities of any sort on the Site at the time the League enters into this License Agreement, after consultation with its members, the League will provide a Site Development Master Plan for any buildings, facilities or improvements (hereinafter collectively referred to as the "facilities") proposed by the League and working drawings for the Site grading. This Plan will take into consideration the recreational needs of the community and the financial resources of the League, and will be vetted through all appropriate and required City processes.

6. The City shall:

- (a) provide the necessary funding for the initial installation, on a one-time basis, for

connection of the storm sewer, sanitary sewer, water service, gas service, power and telephone service lines to within 1.5 metres of the proposed facilities; and

- (b) cut the grass and maintain the trees and any other plants which the City has planted on the Site. The League is responsible for maintaining any shrubs or flowers it has planted on the Site.

7. Notwithstanding any other term or condition contained in this License:

- (a) The City has the right to terminate this License by giving the League and the Federation Six (6) months written notice. The City may only terminate this License pursuant to this Article 7 after a resolution has been passed by the Municipal Council of the City approving such termination; and
- (b) The League may terminate this License by giving the City and the Federation Thirty (30) days written notice.

8. Upon expiration or termination of this License (except as provided for in Articles 40, 41 and 42), if the parties do not enter into a further License, all Facilities developed on the Site by the League shall remain the property of the League. The League may be requested by the City to remove some or all of such Facilities from the Site within Six (6) months of such expiration or termination or within an extended time frame as may be agreed to by the City in consultation with the League. The League will be responsible for all costs of removing such Facilities and restoring the Site to the condition existing prior to the construction of the Facilities, reasonable wear and tear excepted. Any Facilities remaining on the Site after the Six (6) month period (or such agreed upon extended time period) for removal of the Facilities shall become the property of the City absolutely with no compensation payable to the League.

#### **USE OF THE SITE**

9. The League shall only use and permit the use of the Site at all times for the purpose of Recreation, as defined in the objects of its Bylaws and not for any Commercial Purpose.

10. The League will permit any person desiring to participate in activities of the League to use the facilities of the League either by obtaining a membership or associate membership in the League, or by negotiating and paying a reasonable fee or charge as determined by the League. This does not apply to rentals.

11. The League acknowledges that it has the non-exclusive use and possession of the Site and that upon reasonable consultation and notice, the City is permitted to hold, in the League's facilities on the Site, programs that benefit residents of the City, provided that these programs do not conflict with the League's programs and operations. The City will repair any damage that may result as a result of the City's use of the facilities. The League may, at its discretion, charge the City a reasonable license fee for the use of the League's facilities.

12. The League shall do all things necessary to make the Site licensed by the League suitable to the needs of the community for which the League exists and to maintain in a good, neat and safe condition all facilities located on the Site, whether such facilities have been constructed by the League, the City or a sub-licensee of the League. Any improvements placed on the Site by a sub-licensee of the League are deemed to be the improvements of the League for the purposes of this License. The City is responsible for the repair of any City-owned utility services (including connections), with the exception of damages caused to such services by the negligence of the League, its members, sub-licensees or tenants.

13. The League or its sub-licensees will not do or permit to be done on the Site, nor in any facilities placed thereon, anything which may contravene any federal or provincial laws or regulations or any of the bylaws of the City and will endeavor at all times to avoid annoyance or inconvenience to residents in the vicinity of the Site by reason of Public Safety concerns, noise or activities likely to interfere with the quiet enjoyment of their premises by the neighborhood residents.

14. If any complaint is made to the City or the Edmonton Police Service by anyone with regard to any matters referred to in Article 13 of this License, the City or the Edmonton Police Service may make inquiries concerning such complaint. If the complaint is not settled, the General Manager, after consultation with the League, may settle the matter in any manner he deems necessary and the League shall comply with any direction given in that regard.



## **CONSTRUCTION AND FACILITY OPERATION**

15. The League will not add, permit to be added, or remove from the Site new, extended or added facilities without consulting their Community Recreation Coordinator (CRC) and having the project vetted through all appropriate and required City processes. This provision applies to any change to the Site that would normally require a permit from the Sustainable Development Department of the City, but does not include interior/non-structural improvements, such as the replacement or repair of flooring; ceiling/wall repairs and painting; countertop repairs or replacement; addition of security equipment; appliance replacement; or interior cosmetic improvements.

16. With the exception of the cost of the initial installation for the connection of utility services as specified in Article 6 hereof, the League will pay for the construction of any and all new facilities. If the City requires the relocation of any existing or approved new facilities, the City will pay for such relocation. Notwithstanding the foregoing, but subject to the City's obligations to repair any City-owned utility services (including connections) as required by Article 12, if it is determined by either the League or the City, both acting reasonably, that any utility services (including connections), situated on the Site require repair or replacement, either in whole or in part, (hereinafter called the "Utility Maintenance"), and the Utility Maintenance is not as a result of any damages negligently caused by the League, its members, sub-licensees or tenants, then the League and the City agree to deal with the impact of the cost of the Utility Maintenance, on a case by case basis, with full consultation between the League and the City, with the assistance of the Federation where requested. The parties further agree that the dispute resolution provisions contained in Articles 44 and 45 shall not apply to any dispute related to any Utility Maintenance as dealt with under this Article 16.

17. The League will pay all water, light, power, telephone, gas and other utility costs imposed in connection with the facilities on the Site.

18. The League will permit all authorized City representatives, on not less than Ninety-six (96) hours notice to the League, as per Article 46, or, in the case of inability to contact the League, to the Federation, to inspect the facilities or any improvements under construction in the facilities to

ensure that they are being developed and maintained in the manner provided for in this License and in compliance with all applicable legislation.

19. The League and the City will periodically meet to discuss the activities conducted on the Site. Out of recognition for its facilitating, coordinating and partnering responsibilities to the Community League movement, the Federation may be requested to participate in such meetings.

## **PERMITS AND LICENSES**

20. The League is responsible for paying all applicable taxes and license fees in respect of any business, activity or event taking place on the Site.

## **TAXES**

21. The League is responsible for paying property taxes with respect to the Site if assessed, and if not exempted in accordance with the appropriate section(s) of the Community Organization 1998 Property Tax Exemption Regulations, as appended to the Municipal Government Act, (hereinafter the “Regulations”). The League has the right to appeal any such assessment through the City.

22. Notwithstanding the foregoing, all parties acknowledge that, as of the date of this License, the Regulations pertaining to taxation of members of the Edmonton Federation of Community Leagues exempt them from property taxation (section 14.c. of the Regulations) as long as they are acting as and performing the functions of a community league. The League may become taxable if it undertakes activities that fall outside the definition of a “Community Association”, as defined in the Regulations.

23. Should the Regulations be amended, repealed or replaced (the “Revision”) by the Government of the Province of Alberta, then the Federation and the City will meet to review the impacts of the Revision and determine if this Article 23 requires further negotiation and amendment, prior to the expiry of the term of this License. If the Revision causes the League to become liable for property taxes associated with the Site, then the League may terminate this License by giving the City and the Federation Thirty (30) days written notice, and any property taxes payable with respect to the Site, from the effective date of the coming into force of the Revision to the date of the termination of this License by the League, shall be the responsibility of the City. If

the League does not terminate this License within Sixty (60) days from the effective date of the coming into force of the Revision, then the League shall be liable for the payment of any property taxes payable with respect to the Site from the effective date of the coming into force of the Revision.

## **PESTICIDES AND HAZARDOUS SUBSTANCES**

24. The League shall not be liable to the City or any other party for damages arising out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of Pesticides or Hazardous Substances:

- (a) upon the Site prior to any occupation of the Site by the League under this License, or
- (b) placed upon the Site by or at the direction of the League with the express written permission of the City and in the manner directed by the City, or
- (c) placed upon the Site by persons for whom the League is not in law responsible and which persons have acted without the permission or direction of the League.

25. The League agrees not to store, bring onto the Site, or allow the application of, any Pesticides to the Site, without the express written permission of the General Manager, and the League agrees to comply with any applicable federal or provincial law, regulation, or order as well as any policies and procedures of the City relating to Pesticides, their storage or their application as set out from time to time. The City reserves the right to prohibit the application of any or all Pesticides to the Site at its discretion at any time during the term of this License.

26. The League agrees not to store or bring onto the Site any Hazardous Substances without the written permission of the General Manager with the exception of such limited amounts of gas and propane as is necessary for normal day to day use (i.e. grass mowing, snow blowers, barbeques). The League agrees to comply with any applicable federal or provincial law, regulation, or order as well as any policies and procedures of the City relating to Hazardous Substances, their storage or their use as set out from time to time. The League agrees to indemnify and save harmless the City from and against all claims, demands, liabilities and damages arising

out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of Pesticides or Hazardous Substances on or under the Site which have been brought upon the Site by the League or any person with their consent express or implied or which resulted from the use and occupation of the League during the term of this License.

## **LIENS**

27. The League will immediately pay and discharge any writs of enforcement or any other charges, liens or encumbrances registered against title to the Site by reason of any act or omission for which, it, its agents, employees, or licensees are responsible unless the General Manager, after consulting with the League, has agreed in writing to such writs of enforcement, liens, charges or encumbrances being placed against the title.

28. If the League fails to pay or discharge any such writs of enforcement, liens, charges or encumbrances, the City may pay the debt, discharge the writ, lien, charge or encumbrance, and require from the League the immediate repayment of all sums paid by the City in securing such discharge.

29. The League shall advise the City whenever the League is planning to develop or has applied for a development permit for construction of improvements on the Site. The League will also inform the City of the appropriate construction and Builders' Lien Act procedures which the League proposes to follow in carrying out such developments.

## **INSURANCE AND INDEMNITY**

30. Throughout the term of this License, the League shall maintain, at the League's expense, in full force and effect the following insurance coverages:

- (a) Comprehensive General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, including death, personal injury and/or property damage. This policy shall be endorsed to include the following:

- (i) Blanket Contractual Liability (including this License)

- (ii) Independent Contractors (as applicable)
- (iii) Products and Completed Operations
- (iv) Broad Form Property Damage on an occurrence basis
- (v) Non-Owned Automobiles
- (vi) Employees and Volunteers as Additional Insureds
- (vii) Cross Liability
- (viii) Contingent Employers' Liability
- (ix) Host Liquor Liability
- (x) The City of Edmonton as an additional named insured
- (xi) The Edmonton Federation of Community Leagues as an additional named insured\*
- (xii) Directors and Officers Liability

\*The Federation is named as an insured for the purposes of coverage protection only. At no time shall the Federation be permitted to receive or hold funds (proceeds of a claim) for the League.

- (b) "All Risk" property insurance with limits equal to the replacement cost of the facilities on the Site, including all stock, equipment, and improvements, as applicable. The insurance policy, where written in the name of the League, shall specify, that losses, if any, are payable to the League as its interest may appear.
- (c) All such insurance coverages shall be endorsed to provide the City with Thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director of Risk Management, Corporate Services, or their designate (the "City's Risk Manager"). The League will provide proof of renewal of insurance coverage prior to expiry of existing policies.
- (d) Upon request by the City and if concurred in by the Federation, the League will provide additional insurance if this is deemed necessary, in writing, by the City's

Risk Manager. An explanation will be provided to the League and the Federation for the additional insurance requirement.

- (e) It is further understood and agreed that the policy limits shown under item (a) of this Article do not define or limit the League's liability to indemnify the City in the event of bodily injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in the event of a claim.

31. The League shall indemnify and save harmless the City from any and all liabilities, costs, damages, claims, suits, expenses or actions arising out of:

- (a) any breach, violation or non-performance of a covenant, condition or agreement in this License set forth and contained on the part of the League to be fulfilled, kept, observed and performed;
- (b) any damage to any property whatsoever occasioned by the League's use and occupation of the Site;
- (c) any injury to a person or persons, including death resulting at any time therefrom, resulting from the use and occupation of the Site and facilities by the League;
- (d) any damage to property belonging to the League, or to employees, agents, invitees, contractors, sub-licensees of the League, or any injury to or death of any employee, licensee, or invitees of the League while such property or person is in or about the Site;

save and except such liabilities, costs, damages, claims, suits, expenses or actions arising from the sole negligence of the City, its employees, officers, servants, contractors, or agents.

#### **SITE RESTORATION**

32. It is further understood that notwithstanding anything contained in this License, in the event of loss or damage to facilities on the Site, the League shall be responsible for the full cost of demolition of damaged structures and debris removal from the Site, in order to restore the Site to a

condition suitable for reconstruction of facilities or use as parkland, as determined by the General Manager, the Executive of the League and the President of the Federation as per minimum current neighbourhood park development standards.

### **FINANCIAL STATEMENTS**

33. The League shall provide a true copy of its financial statement to the City by December 31 of each calendar year and will advise the City and the Federation of the names and addresses of its directors and officers within Sixty (60) days of any changes in regard to such directors and officers.

### **ASSIGNMENT**

34. The League will not assign this License, or grant a Sub-license of all or any part of the Site without first obtaining written permission from the City, which permission may be withheld if the purposes of the proposed assignment or Sub-license are contrary to the objectives of the League.

### **RENTALS/BOOKINGS**

35. The League is permitted to grant one-time or short term booking rentals (for example – weekly rental) to renters for uses and conditions consistent with this Agreement without obtaining the written permission of the City.

### **OVERHOLDING**

36. The League agrees that, if it remains in possession of the Site after the expiration or earlier termination of this License without any further written agreement and without objection by the City, the League shall be deemed to be a monthly licensee only and shall be bound by the provisions of this License insofar as the same are applicable to monthly licenses.

### **GENERAL LAW**

37. The League covenants to comply with all the rules and regulations contained in the Societies Act of Alberta and to remain incorporated under the terms of this Act throughout the term of this License.

## **DEFAULT AND TERMINATION**

38. If, following an inspection of facilities as described in Article 18, the General Manager, or his designated representative, identifies deficiencies indicating that the facilities are not being maintained in the manner provided for in this License, then the General Manager shall give notice of the deficiencies in writing to the League with a copy to the Federation. If the League fails to initiate and continue a reasonable program of repairs within Ninety (90) days from the date of said notice, the City may, with agreement from the Federation, upon written notice to the League, make whatever repairs are necessary to bring the facilities up to a reasonable standard and may charge the cost of so doing to the League.

39. If the League fails to use the Site for the purposes agreed to in this License, then the City may serve the League with written notice advising of such failure. If such failure of use continues for Ninety (90) days from the date of the City's notice, then the City may immediately terminate this License upon providing a further written notice to the League.

40. Notwithstanding anything to the contrary contained in this License, any facilities built by the City shall, upon the expiration or termination of this License for any reason, remain the absolute property of the City.

41. In the event that the City determines that all or any part of the Site is required for some purpose other than Recreation, the City shall be entitled to terminate this License, provided always that:

- (a) prior to serving notice of termination, the City shall notify the League and the Federation and shall, when applicable, advertise the proposed change in use in the manner required by the City Land Use Bylaw then in force;
- (b) upon passage of a bylaw approving such change in use, the City shall give not less than Six (6) months written notice of termination to the League and the Federation;
- (c) within a reasonable time from the notice of termination, the City may, in its sole discretion:
  - (i) acquire and license to the League suitable substitutional Recreation



parkland, if available, at market value; and

(ii) at the City's expense either relocate thereto any facilities developed by the League on the Site or construct new facilities similar in value and Recreation utility upon the new Site;

Such acquisitions or relocations may, in part, depend upon whether or not they are merited from the point of view of Recreation needs within the League's boundaries, as agreed to by the City and the League;

(d) any facilities developed on the Site by the League shall, at the option of the League, become either the property of the City with no compensation payable by the City to the League or remain the property of the League upon termination as provided in Article 41. Should the League retain ownership of any facilities and the City be unable or unwilling to acquire suitable substitutional Recreation parkland or to relocate such facilities, the League shall remove, at the cost of the City, the facilities within Six (6) months of the notice given in accordance with Article 41 (b), doing no unnecessary damage to the Site.

42. If:

- (a) the League discontinues the use of the Site in accordance with Article 9 hereof for a period of Six (6) months or longer;
- (b) any liens, charges, or any other encumbrances are placed against the Site by reason of any action or omission of the League without the General Manager's permission and remain in effect for a period exceeding Sixty (60) days;
- (c) the League fails to perform and observe any term and condition required of it by this License; or
- (d) the League ceases to exist or ceases to function as a community league;

then the Federation may enter onto the whole or any part of the Site, assume operation of the facilities on the Site, and thereafter hold the said Site and all facilities on the Site free from any claims thereto by the League. Should this occur, the Federation shall assume the covenants and responsibilities of the League provided for herein through an assignment of the License and shall assume responsibility for the Site. In such event, any facilities developed by the League shall become the property of the Federation.

- (e) Notwithstanding Article 42(d), in the event that the Federation assumes control of the Site pursuant to this Article 42, the Federation will negotiate an agreement with the City to cover reasonable costs of managing the Site. If the Federation and the City cannot come to an agreement within Sixty (60) days of the Federation taking over the Site, the Federation can, upon Thirty (30) days written notice, return the Site back to the City, provided however, all costs of managing the Site during this time will be the responsibility of the Federation. The Federation has the right to seek reimbursement from the League for any costs incurred during the time the Federation managed the Site.

43. If the Federation does not take control of the Site within Ninety (90) days as provided for in Article 42, then the City may enter onto the Site and any facilities developed by the League on the Site become the absolute property of the City with no compensation payable by the City to the League. Provided further, that from and after the expiry of such Ninety (90) days, and thereafter for a period of Five (5) years, the League and the Federation shall have the right to license the Site on the same terms and conditions of this License and during this Five (5) year period, the City may only enter into licenses with other parties for the Site for terms not exceeding One (1) year.

## **DISPUTES**

44. Should any dispute arise between the parties as to the interpretation, application, operation or alleged violation of this License, the General Manager, the President of the Federation and the President of the League shall endeavour to resolve the dispute through discussion, negotiation and/or third party mediation within Ninety (90) days of notification by one party to the other parties of a dispute.

45. Failing to resolve such dispute within Ninety (90) days or a mutually agreed to extended time frame, as stated in Article 44, then such dispute shall be resolved in accordance with the following procedure:

- (a) The party requesting that the matter in dispute be resolved in accordance with the provisions of this Article 45 (the "disputing party") shall notify the other party (the "defending party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
- (b) Within Seven (7) days of the receipt of the Arbitration Notice, the defending party shall advise the disputing party in writing that it disputes all matters referred to in the Arbitration Notice except those for which the defending party admits responsibility and proposes to take remedial action.
- (c) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the defending party has not admitted or proposes to take remedial action.
- (d) The parties in dispute shall within Ten (10) days after the date of receipt by the disputing party of the defending party's notice, appoint a single, mutually acceptable arbitrator (the "Arbitrator"). In the event that the parties cannot agree on the appointment of the Arbitrator within the Ten (10) days, then either party may, on written notice to the other, apply to either the Alberta Arbitration and Mediation Society to name the Arbitrator or to a Court of competent jurisdiction where the Site is situate, who shall have jurisdiction to appoint the Arbitrator.
- (e) Unless the Arbitrator orders otherwise, the parties in dispute shall equally bear the costs of the arbitration.
- (f) The decision of the Arbitrator is final and binding on the parties in dispute and there shall be no appeal of the decision to the courts.
- (g) Except as modified by this License, the provisions of the Arbitration Act, R.S.A. 2000, c. A-43.1, as amended, shall apply to the arbitration procedure.

## NOTICE

46. Any notice to be given pursuant to the terms of this License shall be sufficiently given:

- (a) in the case of notice to the City, if such notice is sent by prepaid registered mail or personally delivered in an envelope addressed to:

Community Services  
P.O. Box 2359  
Edmonton, Alberta T5J 2R7  
ATTENTION: General Manager

- (b) in the case of notice to the League, if such notice is sent by prepaid registered mail or personally delivered in an envelope addressed to the Community League at the address as registered at the time with the Edmonton Federation of Community Leagues to the attention of President or Acting President.

- (c) in the case of notice to the Federation, if such notice is sent by prepaid registered mail or personally delivered in an envelope addressed to:

Edmonton Federation of Community Leagues  
7103 - 105 Street  
Edmonton, Alberta T6E 4G8  
ATTENTION: President

47. Notice given if posted in Alberta, other than during a postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed. Notice during a postal disruption shall be personally delivered. Any notice personally delivered and personally received by the party to whom it is addressed, shall be deemed to have been given on the date of actual delivery.

48. A party may, at any time, give notice in writing to the other parties of any change in address of the party giving such notice and, from and after the giving of such notice, that address

shall be deemed to be the address of the said party for the giving of notice hereunder.

## **GENERAL**

49. Time shall be of the essence of this License and of every part hereof.

50. It is agreed that this License embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no other understandings or agreements, verbal or otherwise, exist between the parties unless herein referred to.

51. Whenever the singular or neuter or masculine is used in this License, it shall mean the plural or feminine or body corporate where the context so requires.

52. The validity and interpretation of this License and of each article and part hereof shall be governed by the laws of the Province of Alberta.

53. A waiver of any provision of this License by any party shall not be a waiver of any other provision of this License.

54. In the event that one or more articles of this License are declared invalid or unenforceable by a Court of competent jurisdiction, the parties agree that such article or articles shall be severable from the remainder of this License and that the other provisions herein shall continue in full force and effect.

55. This License shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and approved assigns.

56. This License shall not be modified or amended except by written agreement signed by all parties.

57. The "Whereas" articles herein (before Article 1) are for background purposes only and shall not be used in the interpretation of this License.

Approved: \_\_\_\_\_  
As to Form: \_\_\_\_\_  
As to Content: \_\_\_\_\_

THE CITY OF EDMONTON, as represented by  
Branch Manager, Community Services  
Per: \_\_\_\_\_

EDMONTON FEDERATION OF  
COMMUNITY LEAGUES  
Per: \_\_\_\_\_  
Per: \_\_\_\_\_

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

(Insert name of Community League)  
Per: \_\_\_\_\_  
Per: \_\_\_\_\_