

**THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, JANUARY 18, 2023
6:00 p.m.**

AGENDA

Members of the public wishing to attend can do so by attending in person to the Council Chambers located in the Administration Centre at 5786 County Road 21, Utopia.

- 1. OPENING OF MEETING BY THE MAYOR**
- 2. DISCLOSURE OF PECUNIARY INTEREST**
- 3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**

- a) **Presentation – Essa Eagles – U11 Rep Team**

STAFF REPORTS

- 4. PLANNING AND DEVELOPMENT**

- p. 1 a. **Staff Report PD001-23 submitted by Jamie Robinson, Lee Bull and Wes Crown - MHBC, re: Official Plan Review – Work Plan.**

Recommendation: Be it resolved that Staff Report PD001-23 be received for information; and

That the Official Plan Review Project be “paused” for the reasons as set out in this report; and

That MHBC and staff are instructed to report to Council when certainty is returned to the planning system for Simcoe County together with a revised Work Plan, estimate and schedule for the completion of the New Official Plan.

- 5. PARKS AND RECREATION / COMMUNITY SERVICES**

- p. 8 a. **Staff Report PR001-23 submitted by the Manager of Parks and Recreation, re: E3 Community Services – Lease Request.**

Recommendation: Be it resolved that Staff Report PR001-23 be received; and

That Council authorize entering into a lease agreement with E3 Community Services to renew the lease for the Youth Centre for \$550.00 per month from January 1, 2023 to December 31, 2023 thereby increasing monthly rent by \$25.00 per month.

- 6. FIRE AND EMERGENCY SERVICES**

- 7. PUBLIC WORKS**

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

10. CHIEF ADMINISTRATIVE OFFICER (C.A.O.)

11. OTHER BUSINESS

12. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at _____ p.m., to meet again on the 1st day of February, 2023 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD001-23

DATE: January 18, 2023

TO: Committee of the Whole

FROM: Jamie Robinson, MCIP, RPP – MHBC
Lee Bull, MCIP, RPP - MHBC
Wes Crown, MCIP, RPP - MHBC

SUBJECT: Official Plan Review – Work Plan

RECOMMENDATION

That Staff Report PD001-23 be received for information; and

That the Official Plan Review Project be “paused” for the reasons as set out in this report; and

That MHBC and staff are instructed to report to Council when certainty is returned to the planning system for Simcoe County together with a revised Work Plan, estimate and schedule for the completion of the New Official Plan.

BACKGROUND

Work completed to date in respect of the Official Plan Review includes the following:

- Section 26 Public Meeting to commence the OP Review
- Official Plan Vision Sessions
- Discussion Paper #1
- Discussion Paper #2
- Settlement Area Boundary Expansions TECHNICAL MEMO

Through 2022, MHBC worked with the Township Staff to prepare the draft Official Plan in tandem with the County MCR process and the adoption of County OPA #7 – Growth Management. The purpose of this report is to seek Council direction on the next steps in the Official Plan Review Project.

PROPOSED WORK PLAN AND SCHEDULE

Provided as Attachment 1 is a proposed Work Plan and Schedule for the new Official Plan. The Work Plan sets out 21 Tasks that would extend through 2023 that would lead the Township through the public release of the draft Official Plan, Public Open House, Public Meeting, and adoption of the new Official Plan. At each stage of the process a report would be presented to Council regarding the input received and the recommended changes to the Plan required in response to the comments and suggestions received. The proposed schedule would not, however, provide significant time to respond to the further changes to the planning system in Ontario and the release of a new PPS/Growth Plan by the Province.

As Council will be aware, recent legislative changes have occurred, including Bill 23, that will lead to significant changes to the planning approvals process in Simcoe County and to the policy-led planning system in Ontario. A review of the recent Provincial initiatives that will impact the Official Plan Review is provided below.

More Homes Built Faster Act- Impact on The New Official Plan

The More Homes Built Faster Act, 2022 (Bill 23) was passed and received Royal Assent on November 28, 2022. Much of the Act is now in effect, with more coming into effect on dates yet to be determined. As Council will be aware, in addition to changes to the Act regarding but not limited to Community Benefit Charges, Site Plan Control, Parkland dedication and cash-in-lieu, elimination of the 2 year restrictions on OPA and ZBA applications, elimination of 3rd party appeals for Variances and Consents, additional residential units, and subdivision approvals, the changes to the Planning Act will remove planning responsibility from the County of Simcoe. This is a major and fundamental shift to the roles and functions of the County, the Province and the Township. These changes, while now enshrined in the Planning Act, will not come into force until on or after the date the amendment or regulation identifying the County as an “upper-tier municipality without planning responsibilities” comes into force. Recent correspondence from the Province indicated that the implementation date is unknown but more details are to come.

The following is a summary of changes to the planning system with the County defined as an upper-tier municipality without planning responsibilities as a result of Bill 23 (subject to certain transition rules):

- Simcoe County will no longer have appeal rights regarding OP's , OPA's, alteration of a settlement area boundary in a local OP – unless it is the applicant.
- Simcoe County will no longer have appeal rights regarding ZB's, ZBA's - unless it is the applicant.
- Simcoe County will no longer have appeal rights regarding variances, plans of subdivision and consent applications – unless it is the applicant.

- Simcoe County will no longer be a party to an appeal regarding an OP or OPA, ZB or ZBA, or draft plan of subdivision.
- Simcoe County will no longer be mandated to have an Official Plan and is not authorized to adopt an Official Plan.
- Simcoe County will no longer be the approval authority for local Official Plans and Official Plan Amendments, and draft plan of subdivision (where not already delegated to the local municipality).
- The Simcoe County Official Plan, in effect before the effective date, will be deemed to be an Official Plan for the Township of Essa until it is revoked or amended by Essa.
- Amendments to the County Official Plan adopted by not yet approved by the Province, such as OPA7 – Growth Management, will be deemed to have been adopted by the Township. This would include the population growth allocation of to the Township to 2051,
- In the event of conflicts between the County OP and the Township’s Official Plan, the policies of the adopted and approved County OP would take precedence.
- The Minister will be the approval authority for Essa’s new Official Plan.
- Minister may make regulations providing for transition relating to when matters were commenced before the effective date of the Act.

The uncertainty with respect to who the eventual approval authority for the new Essa Official Plan will be could impact Council’s determination regarding the Work Plan and Schedule. The County has indicated that it will continue in its full and current roles under the Planning Act as Essa’s approval authority until such time as that role is revised in accordance with the amended Planning Act. The Ministry has provided no advice or guidance on how municipalities can best manage the changing approvals process and approval authority. Council could direct staff to ‘pause” the new Official Plan project until the transition to the Province as approval authority is complete.

Proposed Changes to the Provincial Policy Statement & Growth Plan

Concurrently with the release of Bill 23, the Province announced a Review of both the Growth Plan and the Provincial Policy Statement. Notice of the review was posted on the Environmental Registry of Ontario (ERO) for a comment period of 66 days to December 30, 2022. The Province is proposing to integrate the PPS with the Growth Plan into a new province-wide planning policy that will, as noted in the ERO notice:

- Leverage the housing-supportive policies of both policy documents;

- Removes or streamlines policies that result in duplication, delays or burden in the development of housing;
- Ensures key growth management and planning tools are available where needed across the province to increase housing supply and support a range and mix of housing options;
- Continues to protect the environment, cultural heritage and public health and safety; and
- Ensures that growth is supported with the appropriate amount and type of community infrastructure.

The ERO notice describes the proposed core elements of the new policy document addressing but not limited to the following:

1. Residential Land Supply - including streamlined and simplified policies regarding Settlement Area Boundary expansions, increased flexibility to enable more residential development in rural areas including rural settlement, streamlined and simplified employment conversion policies.
2. Attainable Housing Supply and Mix – greater certainty for a range and mix of housing options to meet market-based demand, meeting affordable housing needs, housing to meet demographic and employment-related needs, policies to enable municipalities to identify centres for urban growth.
3. Growth Management – policy that will allow municipalities to use the most current and reliable growth data to determine the amount and type of need housing, intensification policies, policies that will apply to fast growth municipalities in the GTA.
4. Environment and Natural Resources – continued protecting of the Agricultural System while permitting flexibility to enable more residential development in rural areas, streamlined policy direct that applies across the province empowering local decision making and providing options to reduce development impacts, streamlined and clarified policy for development in hazard lands, and streamlined and simplified policy that ensures access to aggregate resources, policy that balances protecting cultural heritage resources and increasing housing supply.
5. Community Infrastructure – increased flexibility for servicing new development and support long-range integrated infrastructure planning, and ensuring public funded school facilities.
6. Streamlined Planning Framework – streamlined and less prescriptive policies requiring fewer studies including a new approach to assessing land needs, directions that reduce the complexity and increases the flexibility of comprehensive review to allow a faster and easier implementation of provincial policy.

ERO Postings must now include an “Analysis of Regulatory Impact”. The Analysis for the proposed changes to the PPS and Growth Plan states as follows (emphasis added):

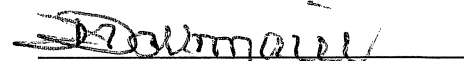
“The anticipated regulatory impacts of the proposal may vary in the short-term, depending on the status of a municipality’s work to update their official plan. Over time, it is anticipated that the impacts would be positive as the proposed changes are intended to create a streamlined province-wide land use planning policy framework that provides greater flexibility for municipalities to approve housing faster and increase housing supply. While there are no new administrative costs associated with this proposal, depending upon when new policy is brought into effect, some municipalities in the process of updating official plans may experience additional administrative costs if they are required to revise their work.”

As noted in the ERO Analysis, depending on when the updated PPS and Growth Plan document is revised and approved, it would have an impact on the cost and timing of the updated Official Plan. Council has the option of “pausing” the Official Plan Review until such time as the updated PPS/Growth Plan is approved and the draft Official Plan can then be assessed for the need for changes and refinements to the Plan to reflect the updated Provincial Policies. Once and when the new PPS/Growth Plan is approved and released, the new Official Plan can be reviewed and revised as necessary to ensure conformity the Provincial policies and before the public release of the Plan and further public consultation and engagement.

FINANCIAL IMPACT

None at this time. The revised Official Plan Review Work Plan will have no impact on the project budget, but unexpended funds for the OP Review project should be carried forward to the 2023 budget.

Manager of Finance:



SUMMARY/OPTIONS

Council may:

1. Receive this Report for Information.
2. Direct Staff and the consultant to proceed with the Proposed Work Plan and Schedule for the New Official Plan as provided.
3. **Direct Staff and the consultant to “pause” the Work Plan and Schedule for the New Official Plan until the proposed changes to the PPS and Growth Plan are approved and released by the Province and certainty with respect to the approval authority is determined.**
4. Direct Staff in another manner that Council deems appropriate.

CONCLUSION

Option # 3 is recommended. Once the proposed changes to the PPS and Growth Plan are approved and released by the Province and certainty with respect to the approval authority is determined, Staff and MHBC will prepare a report to Council regarding a revised Work Plan, Estimate and Schedule for the completion of the New Official Plan

Respectfully Prepared By:

Reviewed By:

Wes Crown

Colleen Healey-Dowdall

Wesley Crown, BES, MCIP, RPP
Associate – MHBC Planning

Colleen Healey-Dowdall,
CAO

Lee Bull, BA, MCIP, RPP
Associate – MHBC Planning

Lee Bull

Jamie Robinson, BES, MCIP, RPP
Partner – MHBC Planning

Attachment 1: Draft Work Plan and Schedule

Updated Work Plan (2023)

Township of Essa - Official Plan



#	Task	2023												2024					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phase 2 - Draft Official Plan																			
9	Release of Draft Official Plan & Land Use Schedules		Red																
10	Circulation to County for Review and Comments		Green	Green	Green														
11	Open House #2			Red															
12	Discussion Paper #4 - What We Heard at Open House				Blue	Blue													
13	Council Meeting						Red												
14	Finalize Second Draft Official Plan							Blue											
17	Statutory Public Meeting								Red										
Phase 3 - Final Official Plan																			
18	Discussion Paper #5 - What We Heard at Public Meeting								Blue										
19	Council Meeting									Red									
20	Preparation of Final Official Plan										Blue								
21	Adoption of New Official Plan											Red							
22	Submission to Approval Authority and Approvals												Green	Green	Green	Green	Green	Green	

Work by Consultants and Township Meeting/Event
 Review or Approval Process

11

12



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR001-23

DATE: January 18, 2023

TO: Committee of the Whole

FROM: Jason Coleman, Manager of Parks and Recreation

SUBJECT: E3 Community Services – Lease Request

RECOMMENDATION

That Staff Report PR001-23 be received; and

That Council consider entering into a lease agreement with E3 Community Services to renew the lease for the Youth Centre for \$550 per month from January 1, 2023 to December 31, 2023 thereby increasing the monthly rent by \$25 per month.

BACKGROUND

E3 Community Services is the lead agency for the EarlyON Child and Family Centre which has leased the Youth Centre, located behind the Angus Recreation Centre, since August, 2018 to run a program that provides early learning activities for children, parent education, literacy based activities, referrals to community resources, nutrition information, pre and post-natal resources within a warm and welcoming environment. It seems to be a good fit for this service at this location as the Township and Library staff have tried to promote a campus environment here.


COMMENTS AND CONSIDERATIONS

The EarlyON Child and Family Centre has operated inside the portable behind the Angus Recreation Centre for the past year. The Operations staff maintains their entry, shoveling snow and salting in winter and the snowplow contractor plows parking spaces for them. Extending the lease for another 1 year seems appropriate but possibly with an increase in rent of either \$25 or \$50 per month to account for an increase to heat and hydro rates. The tenant's rent includes heat and hydro. The Township has the authority to increase the non-residential rent under the Residential Tenancies Act.

FINANCIAL IMPACT

The anticipated revenue for the Municipality for 2023 is \$6,600 less \$1,600 in expenses for water, sewer, heat, hydro and insurance. If rent is increased, then revenue will also increase.

Manager of Finance:



SUMMARY/OPTIONS

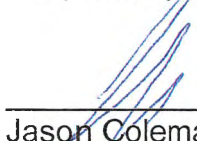
Council may:

1. Take no further action.
2. Authorize staff to enter into a lease agreement with E3 Community Services to renew the lease for the Youth Centre for \$525 per month from January 1, 2023 to December 31, 2023 (the current rental rate).
3. **Authorize staff to enter into a lease agreement with E3 Community Services to renew the lease for the Youth Centre for \$550 per month from January 1, 2023 to December 31, 2023.**
4. Authorize staff to enter into a lease agreement with E3 Community Services to renew the lease for the Youth Centre for \$600 per month from January 1, 2023 to December 31, 2023.
5. Direct Staff in another course of action.

CONCLUSION

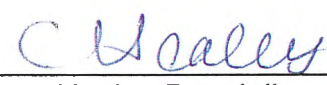
Staff recommends Option # 3 be approved.

Respectfully submitted:



Jason Coleman
Manager of Parks and Recreation

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments: Draft Agreement

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2023 – xx

A By-Law authorizing the Mayor and Clerk to enter into a Lease Agreement with E3 Community Services for use of the interior building known locally as “The Angus Youth Centre”, located at 8527 County Road 10, Angus.

WHEREAS Section 9 of the *Municipal Act*, 2001, as amended, provides municipalities with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 11 (1) of the Act states that a lower tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS the Corporation of the Township of Essa is the owner of the building known municipally as 8527 County Road 10, Angus, of which consists of approximately 500 square feet and is locally referred to as “The Angus Youth Centre”; and

WHEREAS Essa Township Council deems it desirable to enter into a Lease Agreement with E3 Community Services for a twelve (12) month period commencing on the 1st day of January 2023 and continuing uninterrupted until the 31st day of December 2023;

NOW THEREFORE the Council of the Corporation of the Township of Essa enacts as follows:

1. THAT the Mayor and Clerk be and are hereby authorized to execute a Lease Agreement between the Corporation of the Township of Essa and E3 Community Services for use of the interior space (approximately 500 square feet) in the building locally referred to as “The Angus Youth Centre”, located at 8527 County Road 10, Angus.
2. That the Lease Agreement attached hereto as Schedule “A” forms part of this By-law.
3. That this By-law shall come into force and take effect upon the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of January, 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

5a

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the _____ day of January, 2023

BETWEEN:

E3 Community Services
(Hereinafter called the "Tenant")
OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWNSHIP OF ESSA,
(Hereinafter called the "Landlord")
OF THE SECOND PART

IN CONSIDERATION of the rents received and the covenants herein contained on the part of the Tenant, the Landlord does hereby lease unto the Tenant those certain premises situated at 8527 County Road 10, Angus, Township of Essa, in the County of Simcoe, and more particularly described in Appendix "A" attached hereto.

TERM

The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day January, 2023 and continuing uninterrupted until the 31st day of December, 2023.

RENTAL RATE

The Tenant agrees to pay to the Landlord a monthly rental sum of FIVE HUNDRED AND FIFTY (\$550.00) dollars (plus HST) payable in 1 lump sum annual payment of (\$6,600) made payable to the Township of Essa upon receipt. The Tenant agrees to pay the rental sum to the Treasurer of the Landlord.

The monthly rental fee shall be inclusive of all municipal taxes and the tenant's share of the snow removal from the parking lot and sidewalks but shall exclude any telephone or communication expenses.

TENANT-COVENANTS

The Tenant covenants and agrees:

- (a) to pay the rent as specified in this Agreement.
- (b) to obtain all necessary insurance, including rent protection for accommodation should it be necessary to relocate in the event the premises are destroyed by fire, explosion or natural disasters such as tornado, flood, earthquake, etc. The Tenant shall also obtain insurance for its purposes and protection against crime, property content and liability while on the premises of the Landlord
- (c) to provide a certificate to the Landlord confirming that such insurance protection has been obtained prior to occupying the premises and shall provide the Landlord with a certificate of insurance upon renewal during the term of this Lease.
- (d) that the premises will be used only for the operation of a non-profit community EarlyOn Centre in accordance with the charitable purposes of the Tenant and for no other purposes without the prior written consent of the Landlord. The Landlord acknowledges and agrees that the Tenant shall be fully responsible for the operation of the EarlyOn Centre, including determining the hours of operation and the programs to be offered.
- (e) to not assign or sublet the premises or any part thereof without the prior written consent of the Landlord.
- (f) to comply with all by-laws, rules, regulations and provisions of any municipal, county, provincial or federal governments.
- (g) to make alterations, renovations and refurbishing to the premises from time to time that may be deemed necessary provided such alterations, renovations or refurbishing are first approved by the Landlord. Notwithstanding the foregoing, the Tenant shall have the right to renovate, fix, construct or alter, etc. the premises for their purposes, undertaking to ensure that the work will be of good quality and performed by qualified workers or trade workers. Any plans for such proposed renovation, construction, alteration, etc. must first be approved by the Landlord and the necessary permits and applications obtained to ensure that the premises will not be defaced, rendered unsafe and in keeping with good standards of public office.
- (h) not to sell, dispose of or remove any goods, chattels, fixtures or equipment from the premises unless and until all rentals and other charges provided for in this Agreement are paid and satisfied in full.
- (i) not to construct, affix or expose any sign or signs on any exterior portion of the building or anywhere on the grounds of the premises without first obtaining the permission of the Landlord in writing. Such permission shall not be reasonably withheld and such permission shall be given so that the Tenant's identity is at least visible to the public.
- (j) not to provide any outside facilities including patio, garbage containers, storage facilities or equipment, etc. without the written consent of the Landlord.

- (k) to comply with the normal acceptable rules of the Landlord within the premises including no smoking, no unlawful assembly, no unlawful destruction of the facilities, etc.
- (l) to allow the Landlord and its officers and agents access to the premises to conduct inspections, view the state of the facilities and to repair the equipment, etc. Prior to accessing the premises, the Landlord shall give reasonable notice to the Tenant who may be present at that time.
- (m) that the Landlord shall not be liable to the Tenant for any loss or damage due to the non-repair of items for which the Tenant is responsible under this Lease Agreement, provided that the repairs to same are made within a reasonable time.
- (n) that the Landlord shall not be responsible to make any repairs whatsoever if the need for making such repairs arises out of the willful act or negligence of the Tenant or its employees, and the Tenant shall in such event be responsible for making of such repairs.
- (o) that new locks and security features will be installed at the expense of the Tenant, and that two copies of the keys shall be provided to the Landlord.
- (p) that the Tenant will be responsible for the purchase and installation of a stove / oven and refrigerator should they wish to use. A microwave oven may be used.

LANDLORD'S COVENANTS

The Landlord covenants and agrees:

- (a) to provide the premises described in Appendix "A" for the purposes of the Tenant commencing January 1, 2023.
- (b) to provide the necessary parking spaces in the municipal parking lot and to maintain such spaces and entry into the premises free and clear of all snow and obstructions for safe entry by the Tenant and their clientele.
- (c) to provide appropriate washroom facilities within the premises.
- (d) to enter the premises of the Tenant at reasonable times and with prior notice during business hours to make repair in accordance with this Agreement, without interrupting the Tenant's business any more than is reasonably necessary.

DAMAGE TO THE PREMISES

The Tenant agrees to indemnify the Landlord against all claims and demands whatsoever by any person, whether in respect of damage to person or property, occasioned by or

arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees.

If the premises or the building on which the premises are located, are damaged or destroyed in whole or in part, by fire or other peril, then the following provisions shall apply:

- (a) if the damage or destruction renders the premises unfit for occupancy and impossible to repair or rebuild within sixty (60) days, then the term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall surrender the remainder of the term to the Landlord;
- (b) if the premises can be repaired and rendered fit for occupancy within sixty (60) days from the occurrence of the damage or destruction, but the damage renders the premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Tenant's obligation to pay rent shall resume immediately after the necessary repairs have been completed.
- (c) if the premises can be repaired within sixty (60) days as aforesaid, but the damage is such that the premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the rent shall abate proportionately.

Any question as to the degree of damage or destruction, or the period of time required to repair or rebuild, shall be determined by a professional retained by the Landlord.

Apart from the provisions herein there shall be no abatement from or reduction of the rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities provided according to this Lease, from any cause whatsoever.

Provided that the damages hereinafter referred to are not the result of any action or inaction on the part of the Landlord, its employees, agents or servants, the Landlord shall not be liable for any damages to any property of the Tenant arising from steam, water, rain or snow which may lead into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarters or for damage caused by or attributable to the conditions or arrangement of any electric or other wires in the building.

TERMINATION

The Landlord and Tenant agree that either party may terminate the lease upon not less than thirty (30) days written notice to the other party at the address provided herein.

5a

NOTICES

Any written notices of information provided for in this Lease Agreement shall be given by registered mail addressed to the Landlord as follows:

Colleen Healey-Dowdall, Chief Administrative Officer
The Corporation of the Township of Essa
5786 Simcoe County Road 21
Utopia, Ontario L0M 1T0

and addressed to the Tenant as follows:

Cindy Boyce, Manager
E3 Community Services Inc.
100 Pretty River Parkway,
Collingwood, ON L9Y 4X2

and every such notice shall be deemed to be given five (5) days after the day it was so mailed.

PERFORMANCE WAIVER

The failure of the Landlord to insist upon a strict performance of any of the agreements, terms and conditions hereof shall not be deemed a waiver of any rights or remedies that the Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

The words importing the singular number only shall include the plural and vice versa, and the words importing person, firms, workers, and corporations whenever deemed appropriate and necessary.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

THE CORPORATION OF THE TOWNSHIP OF ESSA

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

in the presence of

Witness

Cindy Boyce

APPENDIX "A"

DESCRIPTION OF PREMISES

8527 County Road 10, Angus,
West Part of Lot 29, Concession 3
Township of Essa

A building consisting of approximately 500 square feet and known as the Angus Youth Centre.

This lease agreement is for the use of the interior of the building.