

LICENCE AGREEMENT

This Agreement (this “**Agreement**”) dated as of the 27th day of June, 2023.

BETWEEN:

GLENGARRY MEMORIAL HOSPITAL

(hereinafter called the “**Licensor**”),

- and -

TOWNSHIP OF NORTH GLENGARRY

(hereinafter called the “**Licensee**”),

WHEREAS the Licensor and the Licensee have agreed that the Licensee may use the portion of the Licensor’s lands and premises described in this Agreement for the purpose, during the time, and on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Definitions. The following terms have the meanings specified or referred to in this Section 1:

“**Agreement**” means this Licence Agreement and includes all the provisions of and schedules to this Agreement, including, without limitation, the Licence. Termination of this Agreement includes, without limitation, termination of the Licence.

“**Business Day**” means any day of the week excluding Saturday, Sunday, and statutory holidays in the Province of Ontario.

“**Common Areas**” means the areas of the Property as shown in Schedule “A” attached [NTD: HGMH to provide drawing showing the swimming pool area which is to be licensed, all access ways(limited to those areas where users should be), parking areas (limited to those areas where users should be), etc.], which are made available by the Licensor from time to time for the common use of the authorized users of the Property for the general benefit of the Property and which are not and are not intended by the Licensor to be leased, licensed or otherwise occupied by tenants, licensees or other occupants, as the Common Areas may be altered, closed or otherwise changed by the Licensor, in its sole and absolute discretion, from time to time.

“**Event of Default**” means any of the following events that has occurred:

- (i) the Licensee becomes insolvent or bankrupt; or

- (ii) the Licensee fails to pay, observe or perform any of its covenants or obligations under this Agreement.

“Force Majeure Event” means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, epidemic, pandemic, quarantine, public health emergency, or any similar events whatsoever not within the reasonable control of the party affected, but only if and to the extent that: (i) such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

“Hazardous Substances” means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

“Laws” has the meaning given to it in Subsection 9(a) of this Agreement.

“Licence” has the meaning given to it in Subsection 2(a) of this Agreement.

“Licence Fee” has the meaning given to it in Subsection 11(a) of this Agreement.

“Permitted Use” means the operation of swimming and pool programs during the Term.

“Premises” means the portion of the building on the Property shown in Schedule “A” attached licensed by the Licensor to the Licensee under this Agreement.

“Property” means the lands and premises owned by the Licensor described in Schedule “A” attached, together with all buildings, structures and improvements now or hereafter located thereon.

“Security Deposit” has the meaning given to it in Section 12 of this Agreement.

“Term” means the period of three (3) years commencing on [DATE] and ending on [DATE], unless terminated earlier or extended in accordance with the provisions of this Agreement.

2. Grant of Licence.

- (a) The Licensor hereby grants to the Licensee a non-exclusive licence, subject to the provisions of this Agreement, to occupy the Premises for the Permitted Use at the

times, and only at the times described in Schedule “B” attached during the Term (the “**Licence**”).

- (b) Together with the Licence, the Licensee and its employees, customers and other invitees at the Premises shall have the non-exclusive right, subject to the provisions of this Agreement, to use, in common with others, the Common Areas, each for their intended, designated, and proper purposes only, for access to and from the Premises, parking vehicles in designated parking spaces, and loading and unloading goods in designated loading and unloading areas, in connection with the Licensee’s business at the Premises, and for no other purposes, subject to the Property’s rules and regulations for the Common Areas in effect from time to time.
 - (c) The Licensee acknowledges and agrees that the designated parking lot for the Licensee, its employees and customers are pay for use parking spaces, which shall be subject to any fees charged by the Licensor from time to time in its sole and absolute discretion.
3. Personal Licence. The Licensor and the Licensee acknowledge and agree that the rights granted to the Licensee in this Agreement create a licence personal to the Licensee and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.
4. Termination.
- (a) The parties covenant and agree that the Licensor shall have the right, exercisable at any time to terminate this Agreement for any reason whatsoever on five (5) days’ prior written notice to the Licensee.
 - (b) At the end of the Term, the Licensee, at the Licensee’s expense, shall, by the applicable expiry or termination date, remove all of the Licensee’s personal property from the Premises, and deliver the Premises in a clean and tidy condition to the Licensor.
5. Option to Extend.
- (a) Provided that the Licensee is not in default of any of its obligations under this Agreement, the Licensee shall have the option to extend the Term of the Licence for two (2) additional terms of one (1) year each (in each such case called an “**Extension of Term**”), on the same terms and conditions as are contained in this Agreement, and except for these rights to extend the Term (it being agreed that there shall be no options to extend the Term of the Licence beyond those specifically provided for in this Section).
 - (b) Each such Extension of Term shall commence on the day immediately succeeding the expiry of the initial Term or the immediately preceding Extension of Term (as the case may be). The Licensee may only exercise such options to extend the Term of the Licence by giving notice in writing to the Licensor at least six (6) months prior to the date on which the intended Extension of Term would commence.

6. Continued Performance. If the Licensee continues to occupy the Premises after the expiry of the Term with the consent of the Licensor but without agreeing with the Licensor to a new licence agreement or an extension of the Term, there shall be no tacit renewal of this Agreement despite any statutory provision or legal presumptions to the contrary. The Licensee shall occupy the Premises as a licensee from month-to-month at a licensee fee equal to nil and the Licensee shall comply with the same terms, covenants and conditions herein contained as far as they apply to a monthly licence.
7. Permitted Use. The Licensee covenants and agrees that it shall use the Premises for the Permitted Use and for no other purpose. The Licensee covenants and agrees that during the Term, the Licensee shall:
- (a) remove all of the Licensee's personal property from the Premises and store the same in such area(s) as designated by the Licensor between each use of the Premises at the times set out on Schedule "B";
 - (b) deliver the Premises in a good, clean and tidy condition to the Licensor after each use of the Premises at the times set out on Schedule "B";
 - (c) not do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to the tenants, other licensees or occupiers of the Property or any owner or occupier of neighbouring property;
 - (d) not use or store any Hazardous Substances at the Premises and not do or permit to be done anything at the Premises or the Property that may contaminate all or any part of the Property or the soil or water of neighbouring properties to the Property;
 - (e) operate the Permitted Use from the Premises in a professional, courteous, first class and reputable manner and in a clean, safe and neat condition;
 - (f) not damage or permit to be damaged the Premises, the Common Areas, the Property, neighbouring properties of the Property, the personal property of the Licensor at the Property, or the personal property of the tenants, other licensees and occupiers of the Property or neighbouring properties;
 - (g) not obstruct or interfere with any accessways at the Property;
 - (h) not park vehicles or permit parking of vehicles at the Property by the Licensee, its employees and customers other than in spaces designated by the Licensor for customer parking in the Common Areas;
 - (i) to pay directly to the relevant authorities when due any and all fees, levies and taxes assessed on the Licensee for the operation of the Permitted Use at the Premises; and
 - (j) not do or permit to be done anything at the Premises or the Property that would result in the Licensor's insurance being cancelled or its insurance premiums for the

Property being increased or which would put the Licensor in default of any of its government permits, licences, consents, or approvals for the Property or which would put the Licensor in default of the provisions of other leases, licences or occupancy agreements for parts of the Property.

8. Administrative Fee. If the Licensee breaches its obligations under Subsections 7(a) and 7(b) of this Agreement, the Licensee covenants and agrees to pay to the Licensor, by [certified cheque/wire transfer/electronic transfer], the amount of Five Hundred Dollars (\$500.00) to cover the Licensor's administrative costs, in addition to any rights or remedies the Licensor may otherwise have.
9. Compliance with Laws and Rules. The Licensee covenants and agrees that it shall, at all times, comply with:
 - (a) The common law and all statutes, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, "**Laws**") applicable to the Premises, the Property, their use, the Licensee, the Licensor, or their businesses or operations at the Property. Without limiting the generality of the foregoing, the Licensee covenants and agrees to, at the Licensee's expense:
 - (i) train its staff in accordance with industry standards and provide evidence of the same to the Licensor prior to commencing the Permitted Use and from time to time;
 - (ii) comply with all environmental laws respecting Hazardous Substances at the Premises; and
 - (iii) obtain, prior to commencing to carry on the Permitted Use at the Premises and then maintain throughout the Term, all permits, consents, licences and approvals required from governmental authorities or other parties for the Premises or the Licence for the Licensee to carry on the Permitted Use at the Premises in compliance with all Laws, and provide copies of such obtained permits, consents, licences, and approvals to the Licensor prior to commencing the Permitted Use and from time to time.
 - (b) All of the rules and regulations made from time to time by the Licensor. In the event of any conflict or inconsistency between the rules and regulations made by the Licensor and the policies and procedures made by the Licensee, the former shall prevail.
 - (c) All of the policies and procedures regarding the Permitted Use at the Premises made from time to time by the Licensee. A written copy of such policies and procedures shall be delivered to the Licensor prior to the commencement of the Term and from time to time thereafter, which policies and procedures shall be subject to the Licensor's approval and reasonable input.

10. Licensor's Access. The Licensee acknowledges that it has no right to exclude the Licensor from the Premises and that the Licensor may enter the Premises and the Property at any time to inspect the same, ensure compliance with this Agreement, or for any other reason.
11. Licence Fee.
 - (a) In consideration of the Licensor granting the Licence, the Licensee covenants and agrees to pay the Licensor the amount of One Dollar (\$1.00) for the Term in Canadian Dollars (the "**Licence Fee**").
 - (b) The Licensee covenants and agrees to pay all taxes (including, without limitation, harmonized sales tax, goods and services tax, and retail sales tax) that are payable on the Licence Fee and on any other amounts payable by the Licensee to the Licensor under this Agreement. The Licensee shall pay such taxes to the Licensor in the same manner and at the same time as the Licensee is required to pay the portion of the Licence Fee on which such tax is payable or pay such other amount on which such tax is payable.
 - (c) The parties acknowledge and agree that the Licence Fee is a gross fee and includes, among other amounts, amounts for the costs of utilities and services supplied by the Licensor to the Premises for the Term under Section 13 of this Agreement, except as otherwise set out in this Agreement.
12. Security Deposit. The Licensee covenants and agrees to pay to the Licensor, by [certified cheque/wire transfer/electronic transfer], on or before the date the Licensee executes this Agreement, the amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the "**Security Deposit**") as security for the performance by the Licensee of its obligations under this Agreement. The Licensor shall not be required to maintain the Security Deposit in a separate account nor to pay interest on the Security Deposit. If the Licensee defaults on its obligation to pay the Licence Fee or any other obligation to pay amounts under this Agreement, then the Licensor may, but is not obligated to, use, apply or retain all or part of the Security Deposit for the payment of any such sums of which the Licensee is in default. If the Licensee defaults on any of its obligations under this Agreement, the Licensor may, but shall not be obligated to, use, apply or retain all or any portion of the Security Deposit for the payment of the amount the Licensor spends or may become obligated to spend, or to compensate the Licensor for any losses incurred, by reason of the Licensee's default, and such appropriation and application will be without prejudice to the Licensor's right to pursue any other remedy contained in this Agreement or at law or in equity. If the Licensor so uses or applies all or any portion of the Security Deposit, the Licensee shall within five (5) days after demand therefor deposit funds with the Licensor in an amount sufficient to restore the Security Deposit to the full amount originally deposited with the Licensor. The Licensor covenants and agrees to return any portion of the Security Deposit that is not so used, applied, or retained to the Licensee within ten (10) days after the last day of the Term. This Section 12 shall survive the expiry or earlier termination of this Agreement. No trust relationship is created herein between the Licensor and the Licensee with respect to the Security Deposit.

13. Utilities and Services. During the Term, the Licensor shall provide the following utilities and services to the Premises, at the Licensor's expense:
 - (a) electricity, water, gas and telephone;
 - (b) heating, ventilation and air-conditioning (HVAC);
 - (c) cleaning and janitorial services, including garbage removal;
 - (d) lighting; and
 - (e) pool maintenance supplies and services.
14. Expenses. The Licensee shall be responsible for all costs, charges and expenses incurred in connection with the Permitted Use at the Premises, including without limitation:
 - (a) all costs associated with operating and managing the swimming and pool programs at the Premises; and
 - (b) all costs of providing a receptionist and other personnel (e.g. lifeguards, instructors, etc.).
15. Initial Condition. The Licensee acknowledges that it has inspected the Premises and accepts the Premises in their "as is" condition on the date of this Agreement. The Licensee further acknowledges that the Licensor and its representatives do not make any representations or warranties, express or implied, of any kind, about the Premises, the Property, the Licence, this Agreement, or any other matter or thing, including, without limitation, none as to the zoning, fitness or condition of the Property and the Premises for the Permitted Use or for any other purpose.
16. Signs. The Licensee covenants and agrees that it shall not cause any signs to be affixed or placed on the inside or outside of the Premises or any other part of the Property without the Licensor's prior written consent, which may be unreasonably withheld.
17. Common Areas. The Licensee acknowledges that the Licensor reserves the right to, in the Licensor's sole and absolute discretion, temporarily or permanently close, alter, or interfere with access to or the use of, all or part of the Common Areas, for purposes of maintenance, repair, renovation, redevelopment, construction, or any other reason, without compensation to the Licensee and without the Licensee's consent.
18. Alterations. The Licensee covenants and agrees that it shall not make any alterations, additions, improvements, or changes to the Premises.
19. Major Damage or Destruction. If all or part of the Property is substantially damaged or destroyed to the extent that, in the Licensor's opinion, it cannot be rebuilt or repaired within ten (10) days or the Premises cannot be used for the Permitted Use, the Licensor shall have the right to terminate this Agreement on ten (10) days prior written notice to the Licensee.

20. Insurance. The Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term and to maintain throughout the Term:
- (a) commercial general liability insurance covering third party bodily injury (including death), personal injury, products and completed operations, and property damage or loss that occurs at the Premises or the Property in connection with the Licensee's occupancy and use of and operations at the Premises or its use of the Common Areas;
 - (b) professional liability insurance; and
 - (c) such other insurance as reasonably required by the Licensor.
- (d) All of such Licensee's insurance shall be in amounts approved by the Licensor, include the Licensor and its mortgagees as additional insureds as their interests may appear, and contain thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy, contractual liability, cross-liability, severability, and waiver of subrogation clauses as reasonably required by the Licensor. The Licensee shall provide evidence of such insurance to the Licensor prior to the commencement of the Term and upon request by the Licensor from time to time during the Term.
21. Release. The Licensee hereby releases the Licensor from all liability (including, without limitation, costs) for loss of, damage or injury (including bodily injury, personal injury, and death) to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities, arising from, connected to or resulting from: the Licensee's occupation, use and operations at the Premises, the Licensee's use of the Common Areas, the granting or exercise of the Licensee's rights or performance of its obligations under this Agreement, or a breach of this Agreement by the Licensee, whether or not the Licensee, the Licensor or both has (have) or is (are) required under this Agreement to have insurance covering such loss, damage, or injury, and whether or not such loss, damage, or injury was caused by the Licensor's negligence or the negligence of the Licensor's representatives, employees, contractors or those for whom it is responsible for in law. Without limiting the foregoing, the Licensee further agrees that the Licensor has no liability to the Licensee for loss of, damage, or injury to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities occurring at the Premises or the Property resulting from fire, water, leaks, the interruption of any public utility or service, or similar perils.
22. Indemnity. The Licensee hereby agrees to defend and indemnify the Licensor, its officers, directors, shareholders, representatives, agents, and employees and hold each and all of them harmless from and against any and all claims, costs and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any person's or entity's property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss or damage arising from, in connection with, or resulting from the Licensor granting this Agreement, the exercise of the Licensee's rights or performance of its obligations under this Agreement, the use of the Premises or the Common Areas by the Licensee or anyone that the Licensee is responsible for in law, and/or a breach of this Agreement by the Licensee, whether or not the Licensee, the Licensor or both has (have)

or is (are) required under this Agreement to have insurance coverage for such loss, damage or injury and whether or not such injury, damage, costs or other liabilities are caused by the Licensor's negligence or the negligence of the Licensor's representatives, employees, contractors or those for whom it is responsible for in law.

23. Force Majeure. Notwithstanding any other provision in this Agreement, in the event that either the Licensor or the Licensee shall be unable to fulfill or shall be delayed or restricted from its performance of any term or obligation under this Agreement by reason of any Force Majeure Event, other than the Licensee's obligation to pay the Licence Fee or any other monies owed by the Licensee under this Agreement, such party shall, so long and to the extent that any such delay or restriction exists but not for longer than five (5) days in the aggregate, be relieved from the performance of such obligation and shall be granted a reasonable period of time but not longer than five (5) days in the aggregate to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. For this Section 23 to apply, the party claiming it is delayed or restricted from performing any of its terms or obligations under this Agreement by reason of a Force Majeure Event shall give the other party written notice within five (5) days of the commencement of the Force Majeure Event, explaining the Force Majeure Event, the term or obligation under this Agreement that is restricted or delayed from being performed because of the Force Majeure Event, and how long the delay or restriction on performance is expected to continue. In the event that the term or obligation under this Agreement that is restricted or delayed from being performed by a Force Majeure Event as set out in the notice remains uncured for a period of five (5) days following written notice under this Section 23, either party may thereafter terminate this Agreement upon five (5) days' prior written notice to the other party. Both the Licensor and the Licensee acknowledge and agree that this Section 23 does not apply to the Licensee's obligations to pay the Licence Fee or other monies owed under this Agreement when due.
24. Transfers. The Licensee covenants and agrees that it shall not assign, give as security, sublicense, or in another way transfer all or part of the Licence, this Agreement, or possession of all or part of the Premises, without the prior written consent of the Licensor, which may be unreasonably withheld or delayed. Nothing in this Agreement prevents the Licensor from transferring in any way all or part of the Property, Premises, or this Agreement to another party or parties.
25. Subordination. The Licensee covenants and agrees that the Licence and this Agreement are automatically subordinate to all mortgages of all or part of the Property regardless of when such mortgages are or were granted and registered and without the need to execute any further documentation to give effect to such subordination. The Licensor shall have the right to terminate this Agreement if this Agreement places the Licensor in default of a Licensor's mortgage of all or part of the Property or if there is a conflict between the Licensor's mortgagee of all or part of the Property and the Licensee.
26. Defaults. Upon the Licensee committing an Event of Default, the Licensor may terminate this Agreement on five (5) days' prior written notice (except in respect of a default in the

obligation to carry insurance, in which case no notice shall be required) to the Licensee and pursue any other remedies available to the Licensor at law or in equity.

27. Planning Act. The Licensor and the Licensee acknowledge and agree that the term of this Agreement is less than twenty-one (21) years and therefore the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, do not apply to the provisions of this Agreement.
28. Registration. The Licensor and the Licensee covenant and agree that this Agreement or notice of this Agreement shall not be registered on title to all or any part of the Property.
29. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 29):

If to the Licensor: 20260 County Rd 43
 Alexandria, ON K0C 1A0

 Facsimile: 613-525-5673
 Email: ralldred-hughes@hgmh.on.ca

 Attention: Robert Alldred-Hughes, President & Chief Executive
 Officer

If to the Licensee: 3720 County Road 34
 Alexandria, ON K0C 1A0

 Facsimile: 613-525-1649
 Email: cao@northglengarry.ca
 Attention: Sarah Huskinson, Chief Administrative Officer

30. Time of the Essence. Time shall in all respects be of the essence of this Agreement.
31. Waiver. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any

right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

32. Amendments. No amendment or modification of this Agreement shall be binding unless in writing and signed by the Licensor and Licensee.
33. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.
34. Enurement. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted assigns.
35. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province.
36. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
37. Counterparts. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy (“pdf”) by email shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

LICENSOR:

GLENGARRY MEMORIAL HOSPITAL

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

LICENSEE:

TOWNSHIP OF NORTH GLENGARRY

By: _____
Name:
Title:

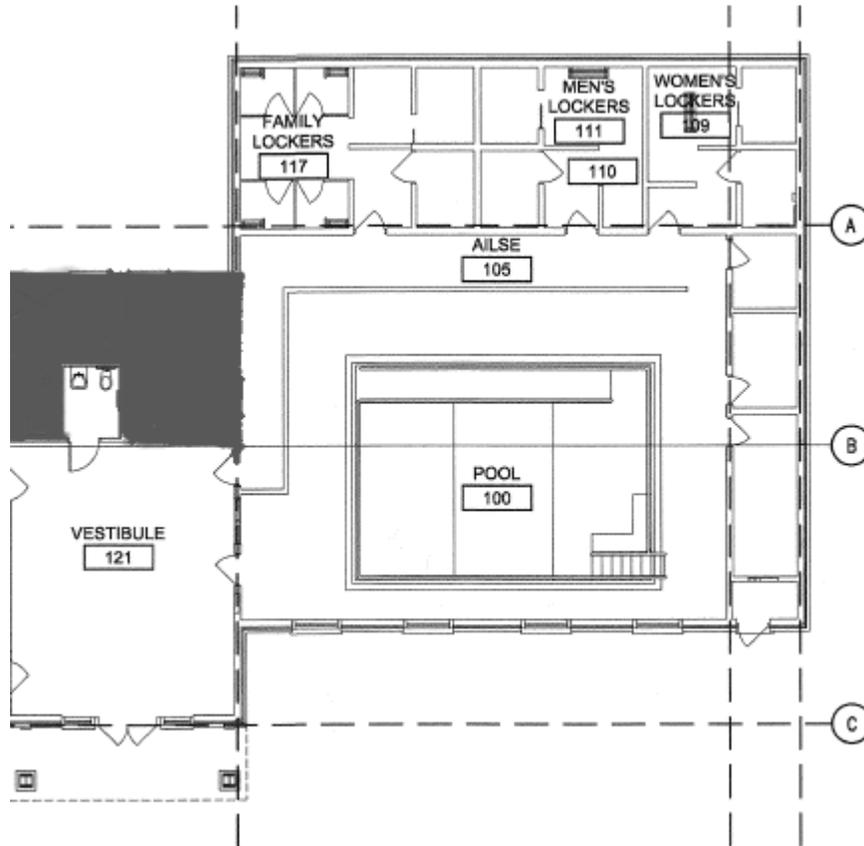
By: _____
Name:
Title:

I/We have authority to bind the corporation.

Schedule "A"

Description of Common Areas, Property and Premises

Description of Premises:



Legal Description of Property:

PT LT 2 CON 3 KENYON AS IN AR9920; NORTH GLENGARRY, being PIN 67107-0073 (LT)

Municipal Address: 20260 County Road 43 Alexandria, Ontario K0C 1A0
Room 121, 117, 111, 110, 109, 105, 100

Schedule “B”

Schedule indicating the date and time for use of the Premises by the Township to be finalized and included as an amendment three (3) weeks prior to the Townships first planned class/pool use.