

# MEMORANDUM

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**TO:** Mayor and Council

**FROM:** Stephan Poulin, Director of Economic Development and Community Services

**DATE:** March 16, 2021

**RE:** **LEASE AGREEMENT – WN SCOUTS ASSOCIATION**

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A 20 year lease agreement originally signed by the Township of Caldwell and “Les Scouts de la Deuxieme St Jean Baptiste de Verner” expired in 2018. A copy of the original lease agreement is provided.

The agreement was for the use of a municipally owned building/property located off of highway 575. There is a 2 storey, 1500 sq ft building on a 13 acre property. Over the years the Scouts groups have maintained the property at little to no cost to the Municipality. The original group that signed the 20 year lease no longer exists and new volunteers are overseeing the administration of the new local organization. The West Nipissing Scouts are a chapter of the Sudbury District Scouts Association operating under the umbrella of Scouts Canada. The local group currently server 30 active members aged 7 to 17.

The WN Scouts would like to apply for funding to complete some required building repairs and maintenance. Municipal staff have inspected the building and provided the group a report outlining recommended work to be completed. In order to be eligible for infrastructure funding, the group must provide details of a lease agreement. Due diligence is still required regarding which group/organization is legally entitled to enter into a lease agreement with the Municipality. It’s unclear at this time if it would be with the WN Scouts Association, the Sudbury District Association or with Scouts Canada.

Options for Council’s consideration:

- (1) Enter into a short-term lease agreement (month-to-month or 1 year maximum). This would allow Council an opportunity to complete a review of municipal buildings and land and to provide strategic direction regarding properties/assets moving forward.
- (2) Enter into a mid to long term lease agreement (5 years plus a 5 year renewal option) including an out clause in the lease agreement; should the Municipality wish to dispose of the asset at a future time.

Joie de vivre



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)

LEASE

MADE THIS 1<sup>st</sup> DAY OF DECEMBER, 1998.

BETWEEN;

THE CORPORATION OF THE  
TOWNSHIP OF CALDWELL

(the "Landlord")

-and-

LES SCOUTS  
DE LA DEUXIÈME  
ST JEAN BAPTISTE  
DE VERNER

(the "Tenant")

IN CONSIDERATION OF THE RENTS, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as:

**Parcel 5957, Nipissing, Being West part of Lot 9, Concession 4, Township of Caldwell, District of Nipissing, Located on the West Side of Hwy 575.**

**THE TENANTS** shall have possession of the Premises for a period of twenty (20) years commencing on the 1<sup>st</sup> day of December 1998 and ending on the 30<sup>th</sup> day of November, 2018, (the "Term").

**THE TENANT** shall pay to the Landlord, during the term of this Lease, rent as follows: During the entire term of this lease, the sum of (\$1.00) per annum, payable on the first day of January in each and every year.

**THE TENANT** hereby covenants and agrees with the Landlord, that in consideration of the Premises, he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

**THE TENANT** undertakes to pay all utilities.

Upon the termination of this lease or in the alternative if the TENANT surrenders the lease by a formal surrender or by abandoning the premises, then any building erected by the TENANT on the subject lot shall become the absolute property of the LANDLORD.

**THE TENANT** shall provide evidence of liability insurance in an amount determined by the **TENANT** from time to time, said insurance to identify the **LANDLORD** as co-insured.

**THE TENANT** shall have the option to renew the lease for a further period of twenty (20) years on the same terms and condition. Notice of the tenant's intention to renew shall be given in writing two(2) months prior the expiry of the said lease.

Any Amendment to the said lease shall be approved in writing by both parties.

**IN WITNESS** of the foregoing covenants the **LANDLORD** and **TENANT** have executed this Lease.

WITNESS



THE CORPORATION OF THE  
TOWNSHIP OF CALDWELL

  
Raymond Brouillette, Reeve  
Louise Côté, clerk-treasurer

LES SCOUTS DE LA  
DEUXIÈME ST JEAN BAPTISTE  
DE VERNER

  
