

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(Hereinafter called the "Municipality")

-and-

PROVINCIAL COUNCIL FOR ONTARIO; SCOUTS CANADA

(Hereinafter called the "Scouts")

WHEREAS the Scouts have requested a permit to conduct Scouting Activities in or about the lands and premises owned by the Municipality and more particularly described in Schedule "A" attached hereto.

AND WHEREAS the Municipality is prepared to allow the Scouts the use of the aforesaid lands and premises subject to certain conditions, covenants and agreements hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of \$1.00 paid by Scouts, the receipt whereof is hereby acknowledged and the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

#### INTERPRETATION

1. For all purposes of this Agreement, except as otherwise expressly provided:
  - a. The term "Scouting Activities" is to include activities carried out by the Scouts in its normal course, including overnight camping, recreational activities, conservation practices, conservation education, and Scout club meetings;
  - b. The term "Active Use of the Lands" means use of the Lands for Scouting Activities being carried out at least once every two (2) months;
  - c. The term "Lands" means the lands described in section 2 of this lease agreement.
2. If there is any dispute as to the meaning of any term listed above or within this Agreement, the decision of the Municipality's Director, Corporate Services/Treasurer or designate shall be final and binding in all respects.

#### LAND USAGE

3. The Municipality agrees to allow the Scouts the use of those lands and premises located in Part of Lot 14, Concession One in the former Township of Humberstone, now in the City of Port Colborne, and more particularly described in Schedule "A" and a map in Schedule "B" hereto (hereinafter "Lands"), for the purposes of the erection of a Scout headquarters and the conduct of Scouting Activities.
4. Scouts understands and agrees that it will make Active Use of the Lands only for Scouting Activities and for no other purpose, or by no other entity, except that which is expressly permitted by the Municipality in writing.
5. Notwithstanding section 3 and 4, Scouts is granted the authority to allow the Lands to be used by third party organizations for shared use. This includes like-minded community groups such as Girl Guides, Early Years Centre, the YMCA, the Boys and Girls Clubs, Cadets or other non-profits with similar pursuits. Scouts agrees that it shall obtain consent from the Municipality in writing and such third-party organization may not use the Lands until after full written approval is granted by the Municipality and on any conditions required of the Municipality. Scouts will ensure that any shared use of the Lands will be in conformity with this Agreement and that the third-party organization is fully insured as described in this Agreement. Scouts will be responsible for all actions and liabilities of the approved 3<sup>rd</sup> party organization, including but not limited to, damage to the Lands or any personal injury.

#### TERM

6. This lease agreement for the Lands shall commence on the 1<sup>st</sup> day of July 1, 2023 and end on the 31<sup>st</sup> day of June 2028. This Agreement shall continue for a 5-year term between the Municipality and Scouts, with the option to renew for one further 5-year term. Written notice must be given for renewal on or before December 31, 2027.
7. The Municipality shall have the right to terminate this Agreement upon sixty (60) days' notice in writing if there is no Active Use of the Lands for Scouting Activities
8. Scouts may, at its sole option and discretion, terminate this Agreement by giving the Municipality sixty (60) days' notice in writing of its intention to terminate the Agreement and vacate the premises.

#### RIGHT OF RE-ENTRY

9. If the Scouts at any time make or suffer a breach or non-observance of any covenant, proviso, condition or reservation herein contained, or of any covenant, proviso, or reservation contained in any appendix hereto, then and in every such case, it shall be lawful for the Municipality to unilaterally immediately cancel the Agreement without prior notice, to re-enter and thereafter to have, possess and enjoy the said land and all improvements thereon; and no condoning, excusing, or overlooking by the Municipality on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way to defeat or affect the rights of the Municipality hereunder.

### BUILDINGS OR STRUCTURES

10. The Scouts shall not construct any buildings or structures of any description on the said lands nor shall they make any change in the nature of the land without the written approval of the Municipality. A full listing of current buildings/structures is outlined in Schedule "C".
11. In the event that permission is given to the Scouts for the erection of any buildings or structures of any description, they shall forthwith following such erection sell all their rights and interest in the same to the Municipality for the sum of ONE DOLLAR provided that should this agreement be terminated for any reason the Scouts shall have the option of purchasing any buildings or structures for the sum of ONE DOLLAR upon written notification to the Municipality within ninety (90) days of termination of the agreement. The Scouts shall remove from the lands all structures so purchased within sixty (60) days following the Municipality's receipt of notice of exercise of the option to purchase failing which the option to purchase shall be deemed not to have been exercised.
12. Upon cancellation or termination of this Agreement by either party to this Agreement, the Scouts shall forthwith remove at their own expense its property from the land and premises of the municipality, leaving said land and premises in a neat and clean condition to the reasonable satisfaction of the Municipality. In case of default of the SCOUTS to remove their property within a reasonable period as determined by the MUNICIPALITY, said property shall become the property of the MUNICIPALITY without any right of compensation of the Scouts therefore in any case.
13. Notwithstanding section 11, if the Municipality determines that it does not want to retain the Scouts property, Scouts agrees that any cost incurred by the Municipality in remedying any default, including the removal of any building or structure, shall be reimbursed by Scouts, failing which such cost shall immediately become a debt owed to the Municipality.

### MAINTENANCE OF LANDS AND PREMISES

14.
  - a. Lands  
The Scouts shall, at all times during the existence of this agreement, at their own cost and expense, keep and maintain the walls and grounds in good order and in condition satisfactory to the Municipality and without limiting the foregoing the Scouts agree not to remove or cut down trees or shrubs without first obtaining the consent in writing of the Municipality. And further the Scouts agree not to permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon.
  - b. Premises  
The Scouts shall, at all times during the existence of this agreement, at their own cost and expense, keep and maintain the building and other facilities erected from

time to time during the term of this agreement, and any renewals thereof, in good order and condition and promptly make all needed repairs and replacement and keep the said premises well painted, clean and in such condition as a careful owner would do.

c. Environmental

Scouts will not do or permit or omit to be done on the leased premises anything which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release or discharge of any hazardous substance or other adverse environmental conditions on, from or under the leased premises. Scouts will promptly notify the Municipality upon becoming aware of any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any hazardous substance or other adverse environmental conditions on, from or under the leased premises

The Municipality and Scouts acknowledge and agree that Scouts shall assume all liability and responsibility for any environmental or health and safety liabilities (whether accrued, actual, contingent or otherwise) on the Lands and Scouts shall indemnify and save harmless the Municipality from and against any and all environmental and health and safety liabilities (whether accrued, actual, contingent or otherwise), losses damages, claims, costs and expenses directly or indirectly suffered by Scouts and/or the Municipality resulting from or in any way connected to any adverse environmental condition at, on, below or within the Lands and which the Scouts, or those for whom it is responsible at law, did not cause or permit

COMPLIANCE WITH THE LAW

15. The Scouts shall in all respects abide by and comply with all lawful rules, regulations and bylaws of the Provincial Government, municipalities or other governing bodies, in any manner affecting the said land and premises.

NON-ASSIGNMENT

16. The Scouts shall not make any assignment or transfer of this Agreement, without obtaining the consent in writing of the Municipality to such assignment or transfer, it being understood and agreed that this consent by the Municipality may be unreasonably withheld.

RESERVATION

17. The Municipality shall may enter the land at any time that youth are not present for the purpose of inspecting the lands, the buildings and the equipment thereon. In instances where entry by the Municipality is required while youth are present, this shall be done in accordance with the youth protection and screening policies of Scouts. Specifically, any representative of the Municipality who does not meet Scouts screening requirements must be accompanied by an adult member of Scouts who meets current screening and membership requirements.

RISK OF SCOUTS

18. The Scouts shall not have any claim or demand and shall Hold the Municipality

Harmless for detriment, damage or injury of any nature to the said land or to any building, structure, materials, supplies, articles, effects or things at any time erected, brought, placed, made or being upon the said land and premises

19. Any damage which may, during the existence of the Agreement, be occasioned to the property of the Municipality, or any part thereof, or works connected therewith, by reason or on account of the execution of this agreement or of anything done as a result thereof, the Scouts shall immediately, upon notice from the Municipality or its duly authorized agent, given either verbally or in writing, be repaired, rebuilt, replaced or restored by the Scouts to the entire satisfaction of the Municipality; or the Municipality at its options may repair such damage, in which case the Scouts shall, upon demand, forthwith repay and reimburse the Municipality for all costs and expenses connected therewith or incidental thereto.

### INSURANCE

20.

a. Liability

The Scouts shall at all times through the term of this Agreement provide at their own expense and keep in force Commercial Liability Insurance which will include as an additional insured The Corporation of the City of Port Colborne in an amount determined by the Chief Administrative Officer, no less than two million dollars (\$2,000,000.00), inclusive and to furnish a copy of such insurance and a certificate of insurance from the Scouts prior to signing of this Agreement and should be provided for each renewal term. Scouts agrees that should the Lands be used by any third party organization as permitted in this Agreement, it shall require the same insurance from that third party organization prior to their use of the Lands.

b. Fire Insurance

The Scouts shall at all times throughout the term of this lease insure at its own cost and expense all the buildings now or hereafter erected on the premises at their full insurable value. Provided that the Scouts shall furnish the Municipality with copies of such insurance policies and in the event that the Scouts fail to keep such insurance, the Municipality shall have the right, after 48 hours written notice to the Scouts to effect such insurance at the cost of the Scouts. It is understood and agreed that the Municipality will not be responsible for personal injury or damage or for the loss or theft of clothing or equipment of the Scouts, or anyone attending on the invitation of the Scouts.

### INDEMNITY

21. The Scouts shall at all times protect, defend, indemnify and save harmless the Municipality from and against all claims, suits, actions, damages, demands, loss, costs (including legal costs), charges and expenses of any kind or nature, which the Municipality may sustain or incur in any manner based upon, arising out of or connected with the existence of this Agreement or anything done or maintained hereunder, including the use of any third party organization as permitted in this Agreement.

### SUPERVISION OF LANDS AND PREMISES

22. The Scouts shall be responsible for the conduct and supervision of all persons given permission to enter the buildings and grounds and shall see that all restrictions, covenants and regulations contained in this agreement are strictly observed.

### NUISANCE

23. The Scouts agree not to do or omit to do or permit to be done or omitted anything upon or in respect of the lands and premises the doing or omission of which (as the case may be) shall be or result in nuisance.

### RESTORATION OF SITE

24. Upon cancellation or termination of this Agreement, the Scouts shall forthwith remove at their own expense its property from the land and premises in a neat and clean condition to the entire satisfaction of the Municipality's Director, Corporate Services / Treasurer. In case of default of the Scouts to remove their property within a reasonable period as determined by the said Director, said property shall be removed and the site restored by the Municipality at the expense of the Scouts, or at the option of the Municipality said property shall become the property and of shall vest in the Municipality without any right of compensation to the Scouts therefore in any case.

### SCHEDULES

25. It is hereby expressly agreed that Schedule "A", "B", and "C", and any other schedule or schedules referred to herein and stated to be annexed thereto shall form a part of this agreement and that the lease shall be read and constructed as if the said Scheduler and Schedules had been set forth and contained herein.

### HEADINGS

26. The parties hereto agree that they headings herein form no part of this lease and shall be deemed to have been inserted for convenience only.

### NOTICE

27. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by e-mail, by fax or by pre-paid registered first class post, by the party wishing to give such notice to the other party at the address noted below. Such notice shall be deemed to have been given: the case of personal delivery, on the date of delivery; and in case of email or fax transmission, on the date of transmission provided it is received: Before 4:30 PM on a day that is not a statutory holiday, failing that it shall be deemed to have been received the next day provided the next day is not a statutory holiday. Any notice required or contemplated by any provision of this Agreement will be effectively given, in the case of notice to the Licensee at:

Scouts Canada  
10 Kodiak Crescent  
Toronto, Ontario

M3J 3G5

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

and in case of notice to the City, at:

The Corporation of the City of Port Colborne  
66 Charlotte Street  
Port Colborne, Ontario  
L3K 3C8

Attention: Director, Corporate Services / Treasurer  
Telephone: 905-835-2900 Ext. 1 05  
Email: [csadmin@portcolborne.ca](mailto:csadmin@portcolborne.ca)

#### AMENDMENTS

28. If at any time during the continuance of this agreement the parties hereto shall deem it necessary or expedient to make any alterations or addition to this agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part thereof.

#### AGREEMENT IN ENTIRETY

29. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

30. This Agreement shall ensure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF The Corporation of the City of Port Colborne has hereto affixed its Corporate Seal attested by the hand of its duly authorized offices and Scouts Canada have hereunto set its hands and seal by its President and Treasurer in the presence of the witness whose name is set opposite the signature of such party this \_\_\_\_\_ of \_\_\_\_\_, 2023.

SIGNED, SEALED AND DELIVERED  
By the Municipality in the presence of:

THE CORPORATION OF THE CITY OF PORT COLBORNE

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

SIGNED, SEALED AND DELIVERED  
By the Scouts in the presence of:

SCOUTS CANADA

Per: \_\_\_\_\_

Name: [specify]

Title: [specify]

(I Have Authority to Bind the Corporation)

SCHEDULE "A" – Legal Description of the Lands

ALL AND SINGULAR that certain parcel (~6.5 acres) or tract of land and premises, situate, lying and being in the City of Port Colborne, in the Regional Municipality of Niagara (formerly in the Township of Humberstone in the County of Welland) and Province of Ontario and being composed of Part of Lot 14 in the First Concession of said Township, as shown on the site plan shown in Schedule "B".

The property is zoned P-349 (Municipal Camping Ground). Surrounding neighbourhood is residential, public parkland and agricultural.

SCHEDULE "B" – Site Plan





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**SCHEDULE "C"**  
Buildings & Property Items

Main building with power and furnace

Various chattels in the main building range from 2 fridges, stove, portable grill and toaster to photocopier and projector screen to folding chairs and filling cabinet

Septic System

Garage with power

Pavilion with power

Shed(s)

Driveway bollards

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