



# Corporate Policy

Category: Administration  
Sub-Category: Clerk's Department

**Title: Lease Town Agricultural Land**

Policy Number: 1.4  
Approved by: Council  
Administered by: Clerk  
Effective: May 21, 2008

## Contents

1. Purpose.....	2
2. Policy Statement .....	2
3. Application and Scope .....	2
4. General Provisions .....	2
5. Insurance.....	3
6. Payment Terms.....	3
7. Agreement Terms .....	3
8. Definitions .....	3
9. References and Related Documents.....	3
10. Review Schedule .....	4

## 1. Purpose

The purpose of this policy is to establish guidelines for leasing agricultural property owned by the Town of Minto (“Town”)

## 2. Policy Statement

The Corporation of the Town of Minto is committed to establishing consistent and transparent controls and procedures for the leasing of property owned by the Town, while ensuring that the Town’s corporate assets and interests are safeguarded.

## 3. Application and Scope

This policy applies to all parties entering agricultural lease agreements with the Town. This includes any agents, assignees, or authorized consultants acting on behalf of the Town for use of town-owned properties.

This policy applies to all new agreements and existing agreements upon renewal for occupancy of Town property defined as Agricultural Land leases.

## 4. General Provisions

- 4.1 The Town of Minto owns various parcels of land that are leased for agricultural purposes. A request for proposal for leasing agricultural land for a five-year period shall be completed every five years for the lands described in this policy unless the Town wishes to extend an existing agreement as permitted by this policy.
- 4.2 The Town of Minto owns the following three properties which have been offered to lease for agricultural purposes:
  - a) Part Lot 88, Concession C, (east of the Harriston Cemetery) approximately 5.5 acres;
  - b) Part Lots 82 & 83, Concession D, (east of the Harriston Lagoons) approximately 48 acres.
  - c) Part Lots 57 & 58. Concession C, (north and east of the Clifford Lagoons)
- 4.3 The land is leased by the “lessee” from the Town “as is” using the general format of lease below. The “lessee of the lands” shall not permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
- 4.4 The “lessee” may be asked to reduce or alter the lands leased each spring which shall be accommodated at no cost to the Town. In the event the leased land is sold by the Town during the cropping season within the five-year agreement, a reasonable reimbursement will be negotiated between the Town and the “lessee”.

## 5. Insurance

The “lessee” shall hold an insurance policy in the amount of 2 million dollars with regard to the farm operations on Town lands. The Town of Minto and its agents named as additional insured. The “lessee” shall produce a certificate of insurance upon request of the Town

## 6. Payment Terms

Payments will be invoiced in March and due the 30<sup>th</sup> day of April each year. Late payment terms 2% interest per month. Failure to pay in any one year shall forfeit use of lands for subsequent year at Town’s sole discretion.

## 7. Agreement Terms

The agreement terms are to be set for five years. Either party may cancel the agreement with six months written notice with no financial compensation owed to either party.

- a) The Town at its sole discretion may choose to extend a lease for an additional five years where it is in the best interest of the municipality keeping in mind the performance of the “Lessee”, price per acre, land need for alternate uses, and cropping approach.
- b) No extension beyond 10 years shall occur without first allowing the lands to be considered in a bid process.
- c) Notwithstanding the specific clauses in the lease, either party may terminate this Agreement at any time by giving six (6) months written notice to the other party. The Tenant shall pay all amounts owing pursuant to the terms of this Agreement up to the date of termination.

## 8. Definitions

**“Lease”:** An agreement between a landlord and a tenant for exclusive occupancy including grant of rights for a specified period of time and for a specified consideration (rent).

**“Lessee”:** a person to whom a lease is granted.

**“Town” or “Town of Minto”** means the Corporation of the Town of Minto.

## 9. References and Related Documents

Municipal Act, 2001  
Delegation of Authority By-law  
Procurement By-law

## 10. Review Schedule

<b>Date</b>	<b>Description</b>
May 21, 2008	Passed
March 15, 2016	Reviewed and Revised
August 13, 2024	Reviewed and Revised

**Terms of Use  
Town of Minto Agricultural Lands**

I, \_\_\_\_\_ agree to comply with the Town policy attached to this agreement and the following terms:

**1. Lands**

<u>Town Property</u>	<u>Size Acres</u>	<u>Price/Acre</u>	<u>Annual Payment (plus HST)</u>
N. East of Harriston Lagoons	+48	\$ _____	\$ _____
East of Harrison Cemetery	5.5	\$ _____	\$ _____
Clifford Lagoons	+ 22	\$ _____	\$ _____
<b>Subtotal</b>			<b>\$ _____</b>
<b>HST</b>			<b>\$ _____</b>
<b>Amount to be invoiced annually</b>			<b>\$ _____</b>

**2. Payment Terms**

Payments invoiced in March due the 30<sup>th</sup> day of April. Late payment terms 2% interest per month. Failure to pay in any one year shall forfeit use of lands for subsequent year at Town's sole discretion.

**3. Use To be identified**

**4. Insurance:** The Town shall not be responsible or liable for any loss, injury, equipment damage, or any other matter related to the use of the lands by \_\_\_\_\_.

An insurance policy in the amount of 2 million dollars is in place with regard to the farm operations of \_\_\_\_\_ with the Town named as additional insured.

**5. Agreement Term:** March 31, 20\_\_\_\_ to December 31, 20\_\_\_\_. Either party may cancel this agreement with six months written notice with no financial compensation owed to either party.

<b>4. Contacts</b>	Lessee name	Town of Minto
	Address	Clerk
	phone	5941 Highway 89
	email	Harriston, ON NOG1Z0

Your signature below confirms your agreement to the above terms and the Town of Minto Policy for the Use of Agricultural Lands.

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date