

The Corporation of the Municipality of Brockton



By-Law 2025-029

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Being a By-Law to Authorize the Signing of a Lease Agreement With the Chief Electoral Officer of Canada, Acting Through His or Her Authorized Representative the Returning Officer of the Huron-Bruce Elector District for the Use of the Cargill Community Centre as a Polling Place for the Federal Election on April 28, 2025.

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**Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25, Section 5(3)*, as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

**And Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an Lease Agreement with the Chief Electoral Officer of Canada, Acting Through His or Her Authorized Representative the Returning Officer of the Huron-Bruce Elector District with respect to the use of the Cargill Community Centre as a polling place for the Federal Election on April 28, 2025;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into a rental agreement with the Chief Electoral Officer of Canada, Acting Through His or Her Authorized Representative the Returning Officer of the Huron-Bruce Elector District which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Director of Legislative and Legal Services (Clerk) of said agreement dated April 1, 2025, between the Corporation of the Municipality of Brockton, and the Chief Electoral Officer of Canada, Acting Through His or Her Authorized Representative the Returning Officer of the Huron-Bruce Elector District is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Elections Canada Cargill Community Centre Polling Please Lease Agreement By-Law".

**Read, Enacted, Signed and Sealed this 8th day of April, 2025.**

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Deputy Mayor – Kym Hutcheon

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Director of Legislative and Legal Services (Clerk)  
– Fiona Hamilton

# Polling Place Standard Lease

<input checked="" type="checkbox"/>	POLLING PLACE
<input type="checkbox"/>	ADVANCE POLLING PLACE

**ELECTORAL DISTRICT**

Huron--Bruce

**BETWEEN**

1. The Chief Electoral Officer of Canada, acting through his or her authorized representative the Returning Officer (Tenant) Returning Officer Brussels, Morris & Grey Community Centre 800 Sports Drive Brussels, ON N0G1H0	2. Landlord (or authorized representative) Municipality of Brockton
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3. Name of the Landlord or its representative (recipient of rent payment) <b>Municipality of Brockton</b>	<i>fmh</i>	
4. Address of the Landlord or its representative (to send rent payment) 100 Scott Street, Box 68 Walkerton, ON N0G2V0	Landlord Initials	Tenant Initials
5. GST/HST No. 880707625	6. QST No. (for a Quebec Electoral District)	

9. Address and voting room	7. Poll No(s)	8. Rent Rate
Cargill Community Centre	037-0	\$200.00
999 Greenock-Brant Line	038-0	\$200.00
Cargill, ON	039-0	\$200.00
N0G1J0	040-0	\$200.00
Voting Room: Hall	041-0	\$200.00
11. Number of tables provided:14	<b>Subtotal:</b>	<b>\$1,000.00</b>
12. Number of chairs provided:30	<b>15. Total Rent</b>	<b>\$1,000.00</b>

13. Date(s) of Rental ORD: 2025-04-28	14. Hours ORD: 07:30 AM to 01:00 AM	<i>fmh</i>	
		Landlord Initials	Tenant Initials

16. Contact information of the available individual as per Section 18 of this lease: Tel:

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Additional Information


Existing drapery in hall cannot be removed until Tuesday, April 29, 2025. Elections Canada is responsible for any damages incurred to said drapery during their lease period on Monday, April 28, 2025.

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Landlord Initials	Tenant Initials

1. The Landlord hereby leases to the Tenant the premises described in box 9 ("Premises") for the dates and hours set out in boxes 13 and 14 ("Term").
2. The Tenant must pay the rent described in box 15 ("Total Rent"), plus applicable taxes as indicated in boxes 5 and 6 to the Landlord or its representative as identified in box 3 in respect of this lease, in Canadian funds, without abatement or set-off and be sent to the address of the Landlord or its representative indicated in Box 4 within 30 days of the date of rental set out in box 13.
3. The Landlord must not restrict access to the Premises to the Tenant, his or her employees, agent or contractors during the Term and must provide quiet enjoyment of the Premises to the Tenant.
4. The Landlord acknowledges and agrees that the Premises will be used as a polling place during a federal electoral event and, as such, the general public must be given free and unrestricted access to the Premises during the Term.
5. The Landlord must provide the Premises in a neat, clean and broom-swept condition to the Tenant.
6. The Landlord must provide lighted and, as required, heated Premises to the Tenant's satisfaction during the Term. The Landlord must assume the cost associated with providing such lighting and heating.
7. At the end of the lease, the Tenant must return the Premises to the Landlord in the condition in which they were on the first day of the Term, ordinary wear and tear excepted.
8. The Landlord has the obligation to ensure that the entrance/exit to the Premises and access to and from the building, within which the Premises are located, to the nearest street, must be unrestricted, unhindered and unobstructed at all times during the Term.
9. The Landlord acknowledges that access to the Premises may be required by persons with disabilities. As such, the Landlord has the obligation to ensure that any entrances/exits designed for use by persons with disabilities to access the building within which the Premises are located, and features that can be used by persons with disabilities to access the Premises must always be, during the Term:
  - a. available for the general public; and
  - b. unrestricted, unhindered and unobstructed.
10. The Landlord must provide the number of tables and chairs indicated in boxes 11 and 12. The Landlord must assume the cost associated with providing such tables and chairs.
11. The Landlord acknowledges and agrees that the Tenant has the authority, at his or her own expense, to use its own security services at the Premises at any time during the Term.
12. The Landlord must not rent to any person, corporation, association or any other type of organization other premises owned, controlled or managed by the Landlord, that are within 500 metres of the Premises, if such other premises are to be used for partisan political purposes.
13. The Landlord acknowledges and agrees that the Tenant, acting reasonably, may remove from the Premises or the building in which the Premises are located any material of a partisan political nature. The Tenant will not be liable for any damage, however caused, resulting from such removal.
14. In the event that the federal electoral event, scheduled for the Term is either cancelled or postponed, this lease is hereby immediately terminated. The parties mutually agree to release each other from all claims and demands arising out of the early termination of the lease as a result of such postponement or cancellation.
15. The Landlord must maintain during the Term, the necessary property and liability insurance in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of reasonably similar premises. The Landlord must provide the Tenant with a certificate of insurance detailing insurance coverage, exclusions, deductibles and conditions within 10 days of a written request.
16. The Tenant must maintain during the Term, "All Risks" tenant's legal liability insurance with a limit of liability of \$5,000,000 for property damage of premises leased by the Tenant, as well as a comprehensive commercial general liability insurance policy for bodily injury, death, medical payments or damage to property of others. The Tenant must provide the Landlord with a certificate of insurance detailing insurance coverage, exclusions, deductions, and conditions within 10 days of written request.
17. The Tenant and the Landlord may execute separate counterparts of this lease. Both counterparts taken together constitute one valid and binding agreement. A counterpart may be delivered by facsimile or portable document format (PDF). A copy of an executed counterpart will be as valid as an originally executed counterpart.
18. Upon signature of the lease, the Landlord must provide to the Tenant the contact information of an individual, indicated in box 16, available at all times during the Term and able to assist the Tenant in person if there is any problem with the Premises, its installations and its accessibility, including with any access provided for under this lease.
19. This lease constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in this lease. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in this lease.

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Landlord Initials	Tenant Initials

The Chief Electoral Officer of Canada, acting through his or her authorized representative, the Returning Officer (Tenant).	Date
	April 1, 2025
Landlord (or authorized representative)	Date
Date the signed lease is received by the tenant	Date

	
Landlord Initials	Tenant Initials