

The Corporation of the Municipality of Brockton



By-Law 2019-080

Being a By-Law to Authorize the Signing of a Lease Agreement With Elections Canada for the Use of the Cargill Community Centre as a Polling Location for the Federal Election on October 21, 2019

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with Elections Canada with respect to the use of the Cargill Community Centre as a polling location for the Federal Election on October 21, 2019;

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 lease agreement with Elections Canada which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated July 9, 2019, between the Corporation of the Municipality of Brockton, and Elections Canada 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 Place Lease Agreement By-Law".

Read, Enacted, Signed and Sealed this 9th day of July, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

POLLING PLACE STANDARD LEASE

- ☒ POLLING PLACE
☐ ADVANCE POLLING PLACE
☐ REGISTRATION DESK
☐ REVISAL OFFICE

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
Elections Canada
80 Mary St
Clinton, Ontario
N0M 1L0

2. Landlord (or authorized representative)

Municipality of Brockton

Landlord address to send rent

3.
Box 68
Walkerton, Ontario
N0G 2V0

4. GST/HST No.

880707625

5. QST No. (for a Quebec Electoral District)

Premises covered by this lease

6. Poll No(s).	Rent	7. Address and voting room(s) identification as applicable	8. Telephone	9. No. of chairs provided	10. No. of tables provided
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Cargill Community Centre
999 Greenock-Brant Line
Cargill, Ontario
N0G 1J0

Voting room / Salle de vote : Hall

30

12

034 \$175.00

035 \$100.00

036 \$100.00

037 \$100.00

038 \$100.00

11. Date(s) of rental ORD: 2019-10-21	12. Hours ORD: 7:30 a.m. to 1:00 a.m.	13. Total Rent \$575.00	14. Initials
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15. Contact information of the available individual as per Section 18 of this lease
Tel.:

Landlord Initials	Tenant Initials

Additional Information

Access to washrooms is required and access to kitchen facilities to store lunches is appreciated

1. The Landlord hereby leases to the Tenant the premises described in box 7 (the "Premises") for the dates and hours set out in boxes 11 and 12 ("Term").
2. The Tenant must pay the rent described in box 13 ("Total Rent") to the Landlord in respect of this lease, in Canadian funds, without abatement or set-off and be sent to the address indicated in box 3 - "Landlord address to send rent" within 30 days of the date of rental set out in box 11.
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 in, 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 9 and 10. The Landlord must assume the cost associated with providing such tables and chairs.

Landlord Initials	Tenant Initials

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. This 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 15, 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.

Landlord Initials	Tenant Initials

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

Landlord Initials	Tenant Initials