

The Corporation of the Municipality of West Grey

By-law Number 55 - 2015

Being, a By-law to authorize the Mayor and CAO/Deputy Clerk to enter into a Lease For Returning Officer's Office for the purposes of the Federal Elections for municipal lands described as 185 Elizabeth Street, Former Town of Durham, being property roll number 42 05 260 005 11902 0000;

Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. THAT the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Lease For Returning Officer's Office for the purposes of the Federal Elections for municipal lands described as 185 Elizabeth Street, Former Town of Durham, being property roll number 42 05 260 005 11902 0000, as shown on Schedule "A", attached to and forming part of this by-law.
2. That this By-law shall come into force and take effect upon being passed by Council.

Read a first and second time this 5th day of August, 2015.

Read a third time and finally passed this 5th day of August, 2015.

(Signed)
Kevin Eccles, Mayor

(Signed)
Larry C. Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 55-2015

Municipality of



Lease for Returning Officer's Office Agreement

LEASE FOR RETURNING OFFICER'S OFFICE

THIS LEASE FOR RETURNING OFFICER'S OFFICE IS MADE IN DUPLICATE ON THIS 5th DAY
OF August, 2015.

BETWEEN:

The Municipality of West Grey
(hereinafter the "Landlord")

AND:

The Chief Electoral Officer of Canada, acting
through his authorized representative

Robert Droine
In his/her capacity as Returning Officer
for the Federal Electoral District of

Bruce-Grey-Owen Sound
(hereinafter the "Tenant")

1. Definitions and Interpretation

1.1 For the purposes of this lease, unless the context otherwise requires:

"CEA" means the Canada Elections Act (S.C. 2000, c. 9) as amended from time to time;

"Day" means calendar day;

"Electoral Event" means a Federal general election or a Federal by-election, either of which may be organized pursuant to the CEA; or a Federal referendum organized pursuant to the *Referendum Act* (S.C. 1992, c. 30) and the Regulations made pursuant to that Act all as amended from time to time;

"Federal Electoral District" means the federal electoral district for which the Tenant has been appointed to be responsible for the preparation for and conduct of an election in his/her electoral district in accordance with section 24 of the CEA;

"HVAC" means the heating, ventilation and air conditioning systems;

"Lease" means this lease;

"Original Term" has the meaning ascribed to it in Section 6.1 or any shorter period provided in this Lease, as the case may be;

"Premises" has the meaning ascribed to it in Section 5 of this Lease and as shown on Schedule D of this Lease;

"Rent" has the meaning ascribed to it in Section 8.2; and

"Term" means the Original Term and any additional period(s) resulting from the Tenant exercising its irrevocable option to extend the period of the Lease provided for in Section 6.2 of this Lease, if any, and any additional period resulting from the Tenant exercising its irrevocable early occupancy right provided for in Section 6.4, or any shorter period provided in this Lease, as the case may be.

- 1.2 These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of either gender shall include the other gender when appropriate.

2. The Tenant

- 2.1 The Tenant is the Chief Electoral Officer of Canada as represented by the returning officer for the Federal Electoral District who is an election officer appointed and authorized to enter into a lease by the Chief Electoral Officer of Canada pursuant to the CEA.
- 2.2 All notices or other communications necessary for the purposes of this Lease, in the case of the Tenant, shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile to

Robert Droine

242 7th Street East

Owen Sound, ON N4K 1H9

Telephone: (519) 371 - 2257

Facsimile: (519) 371 - 8197

or to such other address or facsimile number of the Tenant, from time to time, designated in writing to the Landlord. All notices or other communications necessary for the purpose of this Lease shall be considered to have been received: (a) in the case of e-

mail or facsimile, on actual receipt; and (b) in all other cases, on the date of delivery. If the postal service is interrupted or is threatened to be interrupted, any notice shall be delivered personally, by e-mail or by facsimile.

3. The Landlord

3.1 For the purposes of this Lease, the Landlord is [strike out if not applicable]:

~~(a) an individual;~~

~~(b) a partnership; or~~

(c) a ~~company~~ municipality incorporated under the laws of Ontario.

3.2 All notices or other communications necessary for the purposes of this Lease, in the case of the Landlord, shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile to:

[insert address to which the Rent must be sent]

The Municipality of West Grey

Attn: Mark Turner

402813 Grey Rd 4, RR 2.

Durham, ON N0G 1R0

Telephone: **(519)-369-2200 ext 229**

Facsimile: **(519)-369-5962**

HST No. 885493122RT0001

or to such other address or facsimile number of the Landlord, from time to time, designated in writing to the Tenant.

3.3 If during the Term of the Lease, the Landlord wishes to sell or otherwise divests itself of the Premises, the agreement by which such sale or other divestiture occurs shall include a clause to the effect that the Lease shall run with the land.

4. Capacity and Authority

4.1 Each of the signatories to the Lease warrants that it/he/she has the capacity to engage in contractual relations and the requisite authority to sign this Lease.

5. Premises

5.1 The Landlord hereby leases and demises to the Tenant the premises (the "Premises") hereinafter described as:

The Former Rona Building
Unit / Office number

185 Elizabeth St.
Street Address

Durham ON N0G 1R0
City Province Postal Code

for the purposes of enabling the Tenant to fulfil the functions and duties required of him / her by law as a returning officer.

5.2 The Landlord shall not hinder access to the Premises to the Tenant, his / her employees, agents or contractors during the Term and covenants quiet enjoyment of the Premises to the Tenant.

5.3 The Premises hereby leased comprise a surface of 4284 ~~square meters/~~ square feet.

5.4 Subject to Section 5.5, the Premises shall be unfurnished.

5.5 The Premises contains the following furnishings, which shall be included in the Lease:

none

Schedule "A", if applicable, contains additional furnishings and forms part of this Lease.

5.6 The Tenant acknowledges that the furnishings are the property of the Landlord and further that they shall be returned on the last day of the Term to the Landlord in the same condition in which they were delivered to the Tenant, ordinary wear and tear excepted.

5.7 The Landlord shall have no priority or privilege against furnishings or other moveable effects on the Premises which it does not own or is not included in the Lease pursuant to

Section 5.5.

6. Duration

6.1 Subject to Section 6.4, this Lease shall commence on September 1st, 2015 ___ at 12:01 AM (the "Commencement Date"), and, subject to earlier termination provided for in Section 7.1, shall be for a term of 2 months and 0 days ending on October 31st, 2015 at 11:59 PM (the "Original Term").

6.2 The Landlord grants to the Tenant an irrevocable option to extend the Original Term of the Lease by two additional periods of 30 Days, each under the same terms and conditions as set out in this Lease, save and except that:

- (a) there shall be no further right to extend the Term after expiry of the second period of 30 Days;
- (b) the Premises shall be accepted by the Tenant in "as is" condition as of the first day of each additional period without the Landlord being required to perform any work; and
- (c) the rent for each additional period shall be the amount set-out for such period in Section 8.2.

6.3 The Tenant may exercise the first additional period at any time by sending a written notice in the form attached as Schedule B to the Landlord at least five Days before the end of the Original Term or, in regards to the second period of 30 Days, at least five Days before the end of the first period of 30 Days.

6.4 Notwithstanding Section 6.1, the Landlord hereby grants to the Tenant an irrevocable early occupancy right up to a 31 day period prior to Commencement Date, as follows:

- (a) The Landlord hereby acknowledges and agrees that the Premises shall be vacant and available to the Tenant as of August 1, 2015.
- (b) If the writ for an Electoral Event is issued before the Commencement Date, the Lease shall commence on the date the writ for an Electoral Event is issued, at 12:01 AM (the "Early Commencement Date").
- (c) During the period between the Early Commencement Date and the Commencement Date (the "Early Occupancy Term"), the Tenant shall pay to the Landlord rent for the whole of the Early Occupancy Term (the "Early Occupancy Rent"). The Landlord and the Tenant agree that the Early Occupancy Rent is equal to the amount set forth in Section 8.3 on a prorated basis for each day of the Early Occupancy Term, which amount is inclusive of all applicable taxes, additional rent,

and any other costs, charges and fees in respect of the leasing of the Premises by the Tenant.

(d) The Tenant shall pay the Early Occupancy Rent payable for the Early Occupancy Term in one instalment paid, at the latest, ten Days after the commencement of the Early Occupancy Term.

6.5 The Landlord shall under no circumstances evict the Tenant from the Premises except:

- (a) as permitted by law; or
- (b) in accordance with Section 16.

7. Early Termination

7.1 The Landlord and the Tenant acknowledge and agree that this Lease will be terminated before the end of the Term, if after the writ for an Electoral Event has been issued, the Electoral Event scheduled to occur during the Term is either cancelled or postponed, unless such Electoral Event is cancelled or postponed as a result of the call of another Electoral Event.

7.2 In the event of the earlier termination of this Lease in accordance with Section 7.1:

- (a) the effective date of the resulting termination will be five Days from occurrence of event set out in Section 7.1; and
- (b) the Tenant shall pay to the Landlord the prorata portion of the Rent for the Term corresponding to the period starting on the Commencement Date or the Early Commencement Date, if applicable, and ending on the effective date of the early termination determined in accordance with Section 7.2 (a).

7.3 The parties mutually agree to release each other from all claims and demands arising out of the early termination of this Lease in accordance with Section 7.1.

8. Rent and Payment

8.1 The Tenant shall pay to the Landlord rent for the whole of the Original Term in the amount of **\$ 9,000.00** inclusive of all applicable taxes, additional rent, and any other costs, charges and fees in respect of the leasing of the Premises by the Tenant.

8.2 If the Tenant exercises his/her option to extend the term of this Lease, then the rent

payable for each additional period shall be \$ 4,500.00 inclusive of all applicable taxes, additional rent, and any other costs, charges and fees in respect of the leasing of the Premises by the Tenant. The sum of the rent payable for the Original Term and any extension thereof and for the Early Occupancy Term, if applicable, constitute the "Rent".

8.3 The Rent represents a monthly rate of:

 \$ 4,500.00

8.4 The parties acknowledge that the Rent payable by the Tenant to the Landlord is the full and final amount payable in respect of this Lease. The Landlord acknowledges and agrees that it may not claim any other payment from the Tenant. The Landlord further acknowledges and agrees that the Tenant shall bear no responsibility or liability beyond that set out in Section 8.1 for the Original Term and, in the event that the term is extended in accordance with Section 6.2, in Section 8.2, and in the event of an Early Occupancy Term in accordance with Section 6.4, in Section 6.4, in respect of any business tax, water tax, property tax, municipal tax, school tax and/or any other similar taxes which may be imposed on the entire immovable property or on that portion thereof which constitutes the Premises.

8.5 The Tenant shall pay the Rent payable for the Original Term in two instalments. The first instalment shall be paid, at the latest, ten Days after the execution of this Lease by the parties. The ten Days shall commence to run upon the Tenant receiving an original executed copy of this Lease. The second instalment, constituting full and final payment of the Rent payable for the Original Term, shall be paid five Days after the end of the Original Term.

8.6 The Rent payable for each additional period, if the Tenant exercises the option to extend the Term pursuant Section 6.2, shall be paid ten Days after the date upon which the notice in the form attached as Schedule B is sent to the Landlord.

8.7 The parties acknowledge and agree that Rent shall be paid by cheque and sent through ordinary mail at the address of the Landlord provided in Section 3.2.

9. Condition of the Premises

9.1 The Tenant acknowledges that prior to his/her signature of this Lease, he/she inspected the Premises and, unless the parties have agreed that repairs and/or improvements are to be made, as set out in Section 9.2, the Tenant accepts the Premises in the condition they were in at the time of inspection.

9.2 The parties agree that, prior to occupation the Landlord shall make the following repairs and/or improvements to the Premises at its sole expense:

- 9.3 Subject to the repairs and/or improvements required to be completed by the Landlord in accordance with Section 9.2, upon the Tenant taking possession of the Premises, he/she will be deemed to be satisfied with the Premises.
- 9.4 If, during the Term, any type of repair is needed, (other than repairs caused by the negligence of the Tenant or required as a result of alterations or improvements made to the Premises by the Tenant) the Landlord shall execute them with due diligence, at the Landlord's sole expense.
- 9.5 Upon expiry or earlier termination of the Lease and subject to Section 9.4, the Tenant shall 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, and shall leave the Premises in a neat, clean and broom swept condition.

10. Possession, Use and Access

- 10.1 The Landlord shall provide to the Tenant on the execution of this Lease at least one complete set of keys to the Premises. For purposes of this Lease, a "complete" set of keys means a set of keys, pass-cards or other similar means enabling the Tenant to gain unhindered access to the Premises twenty-four hours a day, seven days a week, during the Term. If the Premises open onto an area within a building or other closed or enclosed structure, the Landlord shall ensure that the Tenant obtains unhindered access from the street, through the building or through the closed or enclosed structure to the Premises.
- 10.2 The Tenant will not use or permit or suffer the use of the Premises or any part thereof for any business or purpose other than solely for the purpose of a returning officer's office and a polling place during an Electoral Event.
- 10.3 The Landlord acknowledges and agrees that the Premises shall be used for a returning officer's office and a polling place during an Electoral Event, and, as such, the general public shall be given free and unencumbered access to the Premises during the Term.
- 10.4 The Landlord further covenants that the entrance to /exit from the Premises and access to and from the building, within which the Premises are located, to the nearest street, shall

be unrestricted, unhindered and unobstructed during the hours of 8 am to 11 pm every day of the Term. Notwithstanding the foregoing, on polling day, such access to the Premises shall be from 12:01 am to 11:59 pm.

10.5 The Landlord further acknowledges that access to the Premises may be required by persons with disabilities. The parties hereby acknowledge and confirm that as of the Commencement Date of this Lease, there is level access and barrier free entrance to/exit from the building within which the Premises are located and to and from the Premises for persons with disabilities. The Landlord covenants that during the Term, such level access and barrier free entrance/exit shall always be, during regular business hours:

- (a) available for use by the general public; and
- (b) unrestricted, unhindered and unobstructed.

11. Assignment and Subletting

11.1 The Tenant shall not assign this Lease or sublease the Premises or otherwise transfer any rights under this Lease.

12. Services

12.1 The Landlord shall, at his/her own expense, provide light, power and potable water for the Premises during the Term.

12.2 The Landlord shall make washroom facilities available to the Tenant, employee, agents, and contractors.

12.3 Upon request, the Landlord shall provide to the Tenant or the Tenant's telecommunications provider all necessary information with respect to telecommunications installations, connections, outlets, and facilities for the Premises within one calendar day of such request.

12.4 The Tenant shall, at his/her own expense, have the authority to install and/or retrofit the Premises, in conformity with applicable construction codes and standards, in order to allow for access to the following services:

- (a) high speed internet, including Wi-Fi;
- (b) facsimile;
- (c) wall outlets capable of sustaining 15 telephone lines; and
- (d) one specialized 15 amp circuit with wall outlets, grounded in conformity with

applicable construction codes and standards, which can be dedicated for the break-up of the following computer equipment:

- i. ~~one~~ server;
- ii. ~~two~~ one printers, and
- iii. ~~twelve~~ three computers including monitors and central processor units.

- 12.5 The Landlord shall leave wall outlets free and clear of other office equipment, electrical appliances or any other connection.
- 12.6 The Landlord shall make it possible for the Tenant to have permanent unhindered access to the electrical panel of the Premises.
- 12.7 The Tenant shall operate the HVAC in a manner as to maintain reasonable condition of temperature and humidity in the Premises.
- 12.8 The Landlord shall, as part of the Rent, keep the Premises maintained and cleaned for the Term.
- 12.9 The Landlord shall, as part of the Rent, make available to the Tenant for the Term, parking places for the Tenant, his/her employees, agents, contractors and the public having dealings with the Tenant. The parties agree that such parking spaces do not need to be specifically designated and that the number of such parking spaces shall be _____ 16 _____.
- 12.10 The Landlord shall, as part of the Rent, provide snow-clearing and salting/sanding of the access routes to the building or closed or enclosed structure in which the Premises are located, for the parking places provided pursuant to Section 12.9, as well as the access route between the said parking places and the closest entrance to the said building, if during the Term, such snow-clearing and salting/sanding are required.
- 12.11 If the Premises are equipped with an alarm system, the Landlord shall, as part of the Rent, provide and activate such alarm system for the Tenant's use. In the event that the Premises do not have an alarm system, the Landlord authorizes the Tenant to install one on the Premises for use during the Term.

13. Insurance

- 13.1 The Landlord shall, during the Term, have the necessary property and liability insurance in such reasonable amounts and with such reasonable deductions as would be carried by a prudent owner of reasonably similar premises having regard to size, age and location of the building where the Premises is situated.
- 13.2 Within ten Days of written notice by the Tenant, the Landlord shall forward to the Tenant a certificate of insurance including details of the insurance coverage, exclusions, deductibles and conditions.
- 13.3 The Tenant shall maintain at its own expense during the Term, "All Risks" tenant's legal liability insurance with a limit of liability of \$2,500,000 for property damage of premises leased by the Tenant. The Tenant shall also maintain a comprehensive commercial general liability insurance policy for bodily injury, death, medical payments or damage to property of others.
- 13.4 Within ten Days of written notice by the Landlord, the Tenant shall forward to the Landlord a certificate of insurance including details of the insurance coverage, exclusions, deductibles and conditions.

14. Signage

- 14.1 The Landlord acknowledges that the Tenant must provide to the public appropriate and sufficient notice of the location of his/her office as a returning officer. As such, the Landlord shall, subject to Section 14.2, authorize the Tenant to place:
 - (a) in the Premises;
 - (b) in other parts of the building or closed or enclosed structure in which the Premises is situated;
 - (c) outside the said building; and
 - (d) in such other places as the Tenant reasonably considers necessarytemporary public signs and notices, indicating the location of his/her office and its hours of business during the Term.
- 14.2 The Tenant shall provide one Day's notice to the Landlord of where the public signs and notices will be located.
- 14.3 Upon expiry (on or before the last day of the Term) or upon earlier termination of this Lease, the Tenant shall remove all public signs and notices placed in accordance with

Section 14.1, at its own expense.

15. Conflict

15.1 During the Term, the Landlord shall not rent other premises that it/he/she owns, controls or administers and that are:

(a) in the same building, closed or enclosed structure, as that in which the Premises is situated;

(b) in the same commercial/industrial/residential complex as that in which the Premises is situated; or

(c) within 500 meters of the Premises;

to any Federal, provincial or territorial political party or riding association thereof, to any candidate for Federal, provincial or territorial elective office, to any Federal, provincial or territorial referendum committee, or to any person, body or agency that would use the premises for partisan political purposes.

15.2 Section 15.1 is not intended to prevent the Landlord from leasing premises to an electoral management board of any Province or Territory of Canada.

15.3 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 shall not be liable for any and all damages, however caused, resulting from such removal.

16. Default

16.1 If the Tenant is in default in carrying out any of its obligations under the Lease, the Landlord may, by giving written notice to the Tenant, terminate for default the Lease. The termination will take effect at the expiration of a ten Day cure period if the Tenant has not cured the default to the satisfaction of the Landlord within that cure period.

17. Additional Terms

- 17.1 In the event the Landlord wishes to include additional terms and conditions to the Lease relating to matters not otherwise already dealt with in Section 1 to 21 of this Lease, it shall do so by attaching same as Schedule C to this Lease. In any such instance, Schedule C forms an integral part of this Lease. If there is a discrepancy or inconsistency between the wording of Section 1 to 21 and Schedule C, the wording of Section 1 to 21 has priority over the wording of Schedule C.

18. General Provisions

- 18.1 The Lease is to the benefit of and binds the successors and permitted assignees of the Landlord and the Tenant.
- 18.2 If any provision of the Lease is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Lease without affecting any other provision of the Lease.
- 18.3 The 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 the Lease. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Lease.

19. Applicable Law

- 19.1 This Lease shall be interpreted in accordance with the laws in force in the Province or Territory in which the Premises is situated subject always to any paramount or applicable federal laws.

20. Compliance with Applicable Laws


- 20.1 The Landlord shall, during the Term, comply with all laws applicable to the Lease of the Premises.
- 20.2 The Landlord shall, during the Term, obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to lease the Premises.

21. Protection of Personal Information


21.1 The parties shall securely maintain, use and dispose of Personal Information in accordance with the laws, policies, guidelines and directives applicable, from time to time, to each party as follows:

- (a) in the case of the Tenant, the applicable laws and policies as of the Commencement Date of this Lease are the *Canada Elections Act*, the *Privacy Act*, the *Access to Information Act*, R.S.C. 1985, C. A-1, the *Library and Archives of Canada Act*, S.C. 2004, C. 11, the Treasury Board Policy on Access to Information, the Treasury Board Policy on Information Management, the Treasury Board Policy on Management of Information Technology, the Treasury Board Policy on Privacy Protection, and the Treasury Board Policy on Government Security, all as amended from time to time; and
- (b) in the case of the Landlord, the applicable law as of the Commencement Date of this Lease is either the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 ("PIPEDA"), or the legislation that has been deemed to be substantially similar by the Governor in Council pursuant to subsection 26(2) of PIPEDA.

IN WITNESS WHEREOF, the parties to the present Lease have affixed their respective signatures.



Landlord (or authorized representative)
Kevin Escobar, MAYOR
Print name: ~~Mark Turner~~ Lorry Adams
Print title: ~~Municipal Clerk~~ CAO/Deputy Clerk
Date: August 5, 2015



Chief Electoral Officer of Canada, acting
through his authorized representative the
Returning Officer for the Federal Electoral
District of Bruce-Grey-Owen Sound
Date: 31 JULY 2015

SCHEDULE "B"

Sample Notice to Landlord to Exercise Option to Extend the Term of the Lease

TO: The Municipality of West Grey _____

 Attn: Mark Turner _____

 402813 Grey Rd 4, RR 2 _____

 Durham, ON N0G 1R0 _____

(the "Landlord")

FROM: The Chief Electoral Officer of Canada, acting through his authorized representative

**Robert Droine
242 7th Street East
Owen Sound, ON N4K 1H9**

(the "Tenant")

RE: Notice to Landlord to Exercise Option to Extend the Term of the Lease of Premises at

185 Elizabeth St.

Durham, ON N0G 1R0

In accordance with Section 6.2 of the Lease, the Tenant hereby gives written notice to the Landlord of his/her exercise of the irrevocable option to extend the Term for an additional 30 Days under the terms and conditions set out in Section 6.2.

Date

Signature of Tenant

SCHEDULE "C"

Additional Terms and Conditions in accordance with Section 17 of the Lease