

The Municipality of West Elgin invites proposals from interested individuals or groups to operate the food concession / store at the port Glasgow Trailer Park, 8650 Furnival Road West Elgin, from June 1, 2021 to Labour Day Monday, September 6, 2021

Information packages can be acquired at the West Elgin Municipal Office 22413 Hoskins Line Rodney Ontario, during normal business hours, or online at <a href="https://www.westelgin.net">www.westelgin.net</a>.

Completed proposals must be submitted to:

By Mail: The Municipality of West Elgin

ATTN: Lee Gosnell, Manager of Operations & Community Services
22413 Hoskins Line
Rodney Ontario
N0L 2C0,

By Email: lgosnell@westelgin.net

Proposals must be submitted on or before **4 pm on March 26**, **2021** using the forms provided in the information package.

For further information please contact Lee Gosnell, Manager of Operations & Community Services at 519-785-0560 ext 232 or <a href="mailto:lgosnell@westelegin.net">lgosnell@westelegin.net</a>



On Behalf of The Municipality of West Elgin I would like to thank you interest in operating the food concession / store for the 2021 season at the Port Glasgow Trailer Park.

Please read the enclosed Operators agreement, initial it indicating that you have read the agreement, and return it with your proposal, outlining any areas of concern that you might have.

The Concession / Store Operator is not considered an employee of the Municipality of West Elgin but as a private contractor.

If you have any questions or concerns please contact Lee Gosnell, Manager of Operations & Community Services at 519-785-0560 ext 232 or <a href="mailto:lgosnell@westelgin.net">lgosnell@westelgin.net</a>

## **Concession Operators Information**

Concession Operator Name:		
Address:		
Town:	Postal Code:	
Telephone Contact Information:		
Cell Phone:		
Land Line:		
E- Mail:		
Preferred method of Contact:		
Emergency Contact Name:		
Emergency Contact Phone Number:		

## Notes

Emergency contact information is to allow the Municipal Staff to contact the operator, or person designated by the operator, in case of an emergency regarding the facility, power outage etc. It is only necessary to indicate an emergency contact if it is different from the above information.

Personal information on this form is collected under the legal authority of the *Municipal Act*, as amended. This information is collected and maintained for the purpose of selecting an operator of the Port Glasgow Trailer Park Food Concession/Store. Questions about this collection should be directed to the Clerk, at 22413 Hoskins Line, Rodney, ON 519-785-0560 or clerk@westelgin.net.



This agreement is to operate the Concession / Store located at The Port Glasgow Trailer Park, located at 8650 Furnival Road West Elgin Ontario. This agreement is between the Concession / Store Operator, hereafter referred to as the Operator, and the Municipality of West Elgin hereafter referred to as the Municipality. This agreement is in effect from June 1 of the current calendar year to Labour Day Monday of the current calendar year.

The Concession Operators agreement includes:

- 1. The Operator will be responsible for the cleanliness for the concession area and associated equipment.
- 2. The Operator will be responsible to ensure that during operating hours, that one staff on premises has a valid Safe Food Handlers Certificate.
- The Operator will be responsible to ensure that all Public Health safety measures are implemented including the most up to date COVID-19 protocols and procedures.
- The concession will be open and adequately staffed to provide quality service to the patrons of the Port Glasgow Trailer Park, as well as scheduled special events.
- 5. The Operator is responsible for the purchasing, at their cost of all inventory of goods to be sold on the premises. The Operator shall set the price of sale for all goods sold on the premises.
- 6. This agreement will be in effect from June 1<sup>st</sup> of the current calendar year to at least Labour Day Monday of the current calendar year. Arrangements can be made with the Manager of Operations & Community Services for earlier access to facilitate a timely opening, as well as arrangements can be made for an extension of time to facilitate closing of the concession. At the conclusion of the season all inventory must be removed from the concession as well as all non-municipality owned equipment.
- 7. The amount of rent to be paid on the first day of June, July and August for the period of this agreement will be \$250.00 (two hundred & fifty dollars) per month.

- 8. The monthly rental will include the concession area, utilities and current equipment. Any additional equipment brought into the facility brought into the facility by the operator must be approved by the Municipality and have current ULC, or CSA approval. Any signs, shelving etc. affixed to the walls of the concession require prior Municipal approval.
- 9. Municipal owned equipment will be maintained by the Municipality and in good operating condition subject to normal wear and tear. Damage to the equipment caused by abuse or neglect will be the operators responsibility. A written request to have equipment repaired or serviced must be submitted to the Manager of Operations & Community Services outlining the service or repairs necessary before the service or repairs can be arranged.
- 10. The operator will be responsible for their own vendors permit and liability insurance. Liability insurance in the amount of \$2,000,000.00 (two million dollars). The insurance to include a tenants legal in the amount of \$100,000.00 (one hundred thousand dollars) and to include the Municipality of West Elgin as an additional named insured. The operator will provide proof of insurance to the municipality prior to gaining access to the facility.
- 11. The operator agrees to provide the necessary training for their staff used in the operation of the concession. The Operator further agrees to abide by Federal and Provincial Legislation affecting concession and food premise operations. The Operator assumes all responsibility for the insurance of their staff including liability, accident, and workers compensation coverage.
- 12. Access to the concession area will be restricted to the operator, the operator's staff and Municipal staff as designated by the Manager of Operations & Community Services. Municipal staff will have access only to provide maintenance or assistance as required.
- 13. Parking for personal vehicles of the Operator and the Operators staff will be provided a mutually convenient area.
- 14. Either party to this agreement, with cause or 30(thirty) days written notification to the other party can terminate this agreement without penalty.
- 15. The Municipality of West Elgin, and any of its employees shall not be responsible, or liable for any lost revenue due to the facility closing for reasons of public safety, or mechanical failure, nor any injuries sustained by the operator or their staff while operating the concession.

Items of Concern:	
I have read the agreement and all conditions are fu by the aforementioned co	
Concession Operator:	
	Date:
Please Print Name	
Signature	