

POLICY MANUAL	Policy No. 94-2023
Township of North Dundas	Effective Date: April 12, 2023 Last amendment August 8, 2023
Subject: Public Event Policy	Approved: March 21, 2023

1.0 PURPOSE:

This Policy is intended to provide a uniform and consistent approach to public events organized within the Township of North Dundas.

The Township of North Dundas is supportive of events organized by a variety of groups, provided they occur in a safe environment and have regard for Provincial Regulations and other applicable legislation, including but not limited to, the Accessibility for Ontarians with Disabilities Act, the rules with respect to the Fire and Building Codes, Nuisance Bylaws, Lottery Licences, Street Closures, etc.

2.0 DEFINITIONS:

- 2.1 “Applicant” means any person and/or organization who is completing “Schedule A” of this policy.
- 2.2 “Council” means the Council of the Corporation of the Township of North Dundas.
- 2.3 “Lottery Scheme” exists if money is paid or some other consideration is given for a chance to win a prize.
- 2.4 “Municipally Significant Events” are a designation provided by Council. This designation is required to obtain a Special Occasion Permit.
- 2.5 “Public Events”, are community organized events such as festivals and fairs, vendor markets, community street parties, various fund-raising activities and memorial and commemorative services that have pre-determined opening and closing dates and times and:
 - a) Are advertised to the general public; and
 - b) Enhance or promote a community asset within North Dundas; or
 - c) Provide a venue for North Dundas businesses, organizations and/or residents to take part in the activities.

- 2.6 “Special Occasion Permits (SOP)” are permits issued by the Alcohol and Gaming Commission of Ontario (AGCO) for the sale and/or service of alcoholic beverages at special occasions/events.
- 2.7 “Township” means the Township of North Dundas.
- 2.8 “Traffic Diversion Plan” means a special route arranged for traffic to follow when the normal route cannot be used.
- 2.9 “Volunteer” means an individual or member of a group who freely and willingly contributes time, energy and support by performing a defined task without compensation or expectation of compensation.

3.0 PROCEDURE:

- 3.1 This policy applies to any Applicant who is requesting any of the following from the Township to host a public event:
- a) A resolution from Council declaring the event to be “Municipally Significant”.
 - b) A request for any road within the Township to be closed to accommodate the event.
 - c) A request to host the event on any municipal property (excluding sports fields and facility hall rentals which may be subject to other terms and conditions)
 - d) A request for any in-kind services from the Township.
- 3.2 All Applicants are required to complete “Schedule A” attached. It is the Applicant’s responsibility to adhere to the appropriate deadlines for submissions.

4.0 SPECIAL OCCASION PERMIT – MUNICIPAL NOTIFICATION:

- 4.1 Requests for events to be declared as Municipally Significant will be brought forward by the Clerk for Council’s consideration and approved by resolution. Council’s decision will be final.
- 4.2 It is the Applicant’s responsibility to ensure that an application for their event to be declared as Municipally Significant is submitted to the Clerk a minimum of 21 days in advance of the date of the Council meeting, where the application is being considered. If approved, the Clerk will issue a letter to the Applicant with a copy of the resolution.
- 4.3 It is the Applicant’s responsibility to forward any necessary documentation to the AGCO. While the Municipality may designate a public event as being Municipally Significant, the Registrar for the AGCO ultimately has the final decision on whether or not to issue a Special Occasion Permit.
- 4.4 For outdoor events that are declared as Municipally Significant, the AGCO requires the Applicant to provide written notice to the Clerk, the Ontario Provincial Police, the fire department and the health departments informing them of the event. If a

tent, marquee, pavilion or tiered seating is used, the Applicant should notify the local building department in writing. The timelines for applicants notifying local authorities are:

- a) At least 30 days before the event is to take place, if it is expected that fewer than 5,000 people will attend the event; or,
- b) 60 days before the event is to take place, if it is expected that 5,000 people or more will attend the event.

5.0 Road Closures:

5.1 Road closures are subject to approval by the Director of Transportation or his/her designate, subject to the following conditions:

5.1.1 Prior to the event, the Event Organizer will obtain standard Public Event Road Closure Procedures Training, to be provided by the Township's Transportation Department.

- a. Upon receipt of the *Event Application Form*, the Transportation Department will contact the Event Organizer to arrange the training.
- b. Upon completion of the training, it will then be the responsibility of the Event Organizer to provide appropriate training on these procedures to Volunteers assisting with road closures.

5.1.2 Barricades, pylons and detour signs will be supplied and delivered to the appropriate site(s) by the Township, but must be erected and removed by the Applicant in compliance with the Traffic Diversion Plan approved by the Township, and the Public Event Road Closure Procedures Training. The Township may be able to provide this service for a fee.

5.1.3 Details of the event are to be provided by the Applicant to residences, businesses, churches and any other institution or organization that may be impacted by the event's associated road closures. Such details shall be provided a minimum of 10 days in advance of the event and the Applicant shall work with business representatives, etc., to minimize any inconvenience the event may cause.

5.2 The Applicant is forewarned that an approved road closure may be arbitrarily altered or cancelled in response to an emergency situation. The use of this authority shall not be unreasonably applied.

6.0 Request for Municipal Services:

6.1 The Township may be able to provide Applicants with various municipally-owned items (i.e. tables, chairs, garbage containers) and/or staff support to assist with the event. Please contact the Township's Recreation and Culture Department for rates.

7.0 Lottery Information:

- 7.1 The Applicant is responsible for determining whether they are eligible to conduct a Lottery Scheme and for obtaining all required licences. For more information, please contact the Township's Clerk or visit the Alcohol and Gaming Commission of Ontario website (<https://www.agco.ca/lottery-and-gaming>).

8.0 Insurance:

- 8.1 Applicants are required to obtain Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the Corporation of the Township of North Dundas as Additional Insured with respect to the operations of the Applicant. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of North Dundas. The Applicant must provide a certificate of insurance evidencing coverage to the Township at least 5 business days prior to the event.
- 8.2 Vendors who participate in events held on Township property or who participate in events at a location that is subject to a traffic diversion plan are required to obtain Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the Corporation of the Township of North Dundas as Additional Insured with respect to the operations of the Applicant. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of North Dundas. The vendor must provide a certificate of insurance evidencing coverage to the Township at least 5 business days prior to the event. Musicians and entertainers are not subject to this clause.

- 8.3 Applicants are responsible for submitting the certificates of insurance for Vendors as required under Sections 8.2 to the Township at least 5 business days prior to the event.
- 8.4 Remembrance Day Ceremonies are considered low risk and are therefore exempt from Section 8.0 Insurance.
- 8.5 Events organized by Committees of Council and/or organized by the Township are exempt from Section 8.0 Insurance and Section 9.0 Indemnification until January 1, 2024.

9.0 Indemnification:

- 9.1 The Applicant and all Vendors shall defend, indemnify and save harmless the Corporation of the Township of North Dundas, their officers, employees, elected officials, volunteers and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Applicant and/or Vendors, their officers, employees, agents, or others who the Applicant and/or Vendor is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Applicant and/or any Vendors in accordance with this agreement and shall survive this agreement.
- 9.2 Applicants are responsible to submit a signed indemnification form, attached hereto as "Schedule B" within 5 days of the event.
- 9.3 Applicants are responsible to obtain and submit a signed indemnification form, attached hereto as "Schedule B" from all vendors participating in the event to the Township within 5 days of the event.

10.0 Acknowledgement:

- 10.1 The Applicant agrees to:
- Assume all responsibility for compliance with regulations regarding SOPs and with other applicable legislation, including but not limited to the Accessibility for Ontarians with Disabilities Act, the rules with respect to the Fire and Building Codes, Nuisance Bylaws, Street Closures, Lottery Schemes, etc.; and
 - Provide any additional details as may be requested by the Municipality.

By signing, you agree that you have read and agree with the terms and conditions of the Public Event Policy No.93-2023. Failure to abide by these terms and conditions may result in the cancellation and/or withdrawal of Municipal support for any future events including those already approved by the Municipality.

Applicant Name (please print)

Signature

Date

Event Application Form

(Please attach additional sheets if more space is required)

1.0 Event Details:

1.1 Organization/Committee Name (the Applicant):

1.2 Is your organization a not-for-profit or charitable organization located within North Dundas?

Yes ☐

No ☐

1.3 Please provide a list of committee members and titles:

1.4 Please provide the event name and the date(s), time(s) and location(s) of the event:

1.5 Main Contact Information:

Name: _____

Phone: _____

Email: _____

1.6 Please provide details of how, when and where the event will be advertised to the public.

1.7 Does your event enhance or promote a North Dundas community asset? Please explain.

Yes ☐

No ☐

1.8 Does your event provide a venue for North Dundas businesses, organizations and/or residents to form part of the activities?

Yes ☐

No ☐

If yes, please explain.

1.9 Are you requesting your event to be declared as Municipally Significant? Note, this is only required if you are requesting an SOP from AGCO. See Section 4.0

Yes ☐

No ☐

1.10 How many people do you expect to attend your event? _____

1.11 Will your event be conducting a lottery scheme?

Yes ☐

No ☐

2.0 Traffic Diversion Plan Requests:

2.1 Are you requesting any road closures for your event?

Yes ☐

No ☐

2.2 What is the impact to vehicle traffic?

(Do roads need to be closed, lanes reduced, detours, unavailability of on-street parking, etc., and when?).

Note: A map indicating the proposed road closures and detour routes MUST be provided along with this Application.

2.3 What is the impact to pedestrians, cyclists, wheelchairs, etc. on sidewalks, trails and pathways?

(Indicate what sidewalks and paths need to be closed, detours, etc., when and why)

3.0 Request for Municipal Services:

3.1 Please specify any municipal items being requested:

Number of tables: _____

Number of chairs: _____

Number of garbage containers: _____

Number of recycling containers: _____

Number of pylons: _____

Number of barricades: _____

Number of detour signs: _____

3.2 Other - please explain: (i.e. access to power, waiving of rental fees, etc.).
Please include dates, times and locations.

3.2 If requesting Township staff support, please include dates, times and responsibilities/requirements:

4.0 Acknowledgement:

4.1 The Applicant agrees to:

- Assume all responsibility for compliance with regulations regarding SOPs and with other applicable legislation, including but not limited to the Accessibility for Ontarians with Disabilities Act, the rules with respect to the Fire and Building Codes, Nuisance Bylaws, Street Closures, Lottery Schemes, etc.; and
- Provide any additional details as may be requested by the Municipality.

By signing, you agree that you have read and agree with the terms and conditions of the Public Event Policy No.93-2023. Failure to abide by these terms and conditions may result in the cancellation and/or withdrawal of Municipal support for any future events including those already approved by the Municipality.

Applicant

Date

Please submit completed applications to the Township office.

Email: info@northdundas.com
By Hand: Township of North Dundas
636 St. Lawrence St.
Winchester, ON K0C 2K0
By Fax: 613-774-5699

RELEASE OF CLAIMS AND WAIVER OF LIABILITY FORM

BETWEEN THE TOWNSHIP OF NORTH DUNDAS

AND _____
(Name of Organizer or Vendor)

IN RESPECT TO: _____
(Event)

TO BE HELD AT/ON: _____
(Location)

ON: _____ **FROM:** _____
(Date) (Time)

Please read carefully before signing

As a condition of participating in, or holding, the special event at the premises identified above, *I/Organization* fully understand, acknowledge and agree to the following:

- ☐ *I/Organization* are aware there may be inherent risks to holding or participating in the described special event
- ☐ *I/Organization* are voluntarily assuming the risks involved in participating/holding the described event and in doing so, *I/Organization* fully understand that we will be solely responsible for any injury, loss or damage that *I/Organization* cause or sustain
- ☐ *I/Organization* agree to attend the special event and to be responsible for decision making during and after the event
- ☐ *I/Organization* agree to ensure the physical setting is kept safe for participants and the general public attending the event
- ☐ *I/Organization* agree that, if *I/Organization* become aware of a situation that could lead to injury or property damage that, *I/Organization* will take immediate and decisive action to prevent participants and the general public attending the event from engaging in activities or conduct that could cause property damage or harm to themselves or others
- ☐ *I/Organization* agree, in the event of an incident, to follow the "Incident Reporting Procedures" below. An incident includes; bodily injury to a participant, myself, the public or damage to municipally owned property or third party property.
 - **Call 911, Police, Ambulance, Fire** etc., when assistance is required
 - Within the next working day advises the following Township of North Dundas representative:
Nancy Johnston 613-774-2105 x226
 - Cooperate with the Township of North Dundas staff, police, investigating authorities and the insurance companies involved

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- ☐ I/*Organization* agree to use Township of North Dundas facilities and equipment provided to me in a manner consistent with its intended use and application
- ☐ I/*Organization* agree to abide by the bylaws, rules and regulations, policies and procedures of the Township of North Dundas
- ☐ I/*Organization* understand that the issuance of a Special Event Permit in no way constitutes approval to engage in any unlawful activity and hereby agree to conduct *myself/Organization* in a manner that would not violate any Federal, Provincial or Municipal law.
- ☐ I/*Organization* hereby consent to the distribution of the Special Event Permit (includes organization/individual's address and telephone number) to any individual, service or organization that may be affected by the event.

I/*Organization* agree to indemnify and hold harmless the Township of North Dundas liable from all claims, demands, causes of action, loss, costs or damages that the Township of North Dundas may suffer, incur or be liable for in relation to any injury I/*Organization* may suffer or cause to others in connection with my/*Organization's* negligence while holding the event identified above. I/*Organization* hereby release, waive, and discharge the Township of North Dundas from all liability to my/*Organization's* heirs, executors, administrators, and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to person or property.

I am the full age of 18 years. I/*Organization* am aware of the nature and effect of the **RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY FORM** that I/*Organization* am signing. I/*Organization* are executing this release and waiver of liability agreement freely and without any compulsion on the part of the Township of North Dundas. I/*Organization* acknowledge to having read this entire agreement prior to having signed it. Intending to be legally bound, I/*Organization* have signed this **RELEASE AND WAIVER OF LIABILITY** this _____ day of _____ 2023.

WARNING: BY SIGNING THIS FORM, I/ORGANIZATION ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREE TO THE ABOVE CONDITIONS, RELEASE AND WAIVER.

Print your name Signature Telephone Number

Name of Organization Address of Organization

Witness, print your name Signature of Witness Date Witness Signed

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