



## CORPORATE POLICY MANUAL

<b>Policy Name:</b> Special Event Policy	<b>Policy Number:</b> CP-2023-02
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### 1. Purpose

The Town of Midland organizes and hosts annual festivals and events that enhance tourism, make Midland an exciting place to live and contribute to the economic development of the region. The Town also receives requests from individuals, groups/organizations, and event planners to operate Special Events on Municipal Property. Special events include, but are not limited to, festivals, fundraisers, parades, walks, sporting events, music concerts/music festivals, and community events.

To be successful, Special Events require responsible leadership, a high level of organization and proper planning, sufficient time and resources, contingencies for the unexpected, communication, and evaluation.

This Policy will establish standards and guidelines for the safe and successful management of Special Events organized by either the Town or Third-Party Event Organizers taking place on municipal property and ensure compliance with all legislation.

### 2. Policy Statement

Special Events promote and showcase Midland as a tourism destination and the Town of Midland recognizes the importance of Special Events as key contributors to the community's economic development and enhancement of the quality of life for residents. Special Events celebrate culture, provide opportunities for residents to participate, assist local not-for-profit organizations, and elevate civic pride.

The Special Event Policy connects to the following within the Strategic Plan:

- **Council's Strategic Priorities (2023-2026)**
  - **Stabilize and Streamline Service Delivery**

The objectives of the Special Event Policy are to:

- a) Ensure that the Town hosts/is a host for a variety of events that add value and positively impact the community while meeting the needs and interests of diverse audiences;
- b) Acknowledge events are part of the Town of Midland's core business and to ensure adequate resources are allocated to support the investment;
- c) Support safe and sustainable events and ensure that all of the necessary permits and permissions are secured and ensure compliance with all applicable legislation;
- d) Provide clean guidelines and standards for operating events on Municipal Property and ensure that the responsibility of all parties are agreed to and understood;
- e) Create a standardized process and criteria to ensure that decisions are transparent, consistent, and equitable;
- f) Improve the customer service experience by providing a centralized resource for Event Organizers to various stakeholders, and providing timely assistance;
- g) Coordinate the efforts of the many internal and external stakeholders involved in facilitating events and establish positive interdepartmental working relationships;
- h) Communicate effectively to all stakeholders and ensure that all those affected and involved in events are included in the decision-making process;
- i) Allow Town departments and stakeholders to plan for events and ensure that Town services and resources are not negatively impacted;
- j) Maintain a balance between use of Municipal Property for event programming and general public use;
- k) Ensure the safety of Town residents, Town assets and Special Event attendees.

### **3. Definitions**

For the purposes of this Policy:

- a) "Clerk" means the Clerk of the Town of Midland
- b) "Council" means the Council of the Town of Midland
- c) "Town" means the Corporation of the Town of Midland
- d) "Special Event" means an organized gathering of people on Municipal Property that: is defined as a one-time, annual, infrequently occurring, or is an

ongoing series of events; celebrates or displays a specific theme – community, culture, arts, heritage, recreation, sport, etc.; has pre-determined opening and closing dates/times; requires coordination of municipal services; is open to the general public and/or is promoted to the general public; is organized by Town staff, the general public, a community organization or association, a charitable or not-for-profit organization, or a commercial enterprise; and includes, but is not limited to, festivals, walk-a-thons, running and cycling events/races, parades, and concerts. While some activities not meeting the criteria may still be permitted to occur, they will be subject to some, or all, of the standards and guidelines contained in this policy.

- e) “Event Organizer” means the person or organization responsible for the coordination and operation of a Special Event and who acts as the primary contact for the Special Event Application and Agreement process.
- f) “Special Event Advisory Team” means the body comprised of Town of Midland staff and external participants that meets to review Special Event Applications.
- g) “Special Event Application” means the application form and process for those who wish to organize and host a Special Event on Municipal Property.
- h) “Special Event Agreement” means the agreement that the Special Event Organizer and the Town of Midland will enter when all of the criteria of the Special Events Application process are deemed to be fulfilled and the event is approved to proceed on Municipal Property.
- i) “Major Event” means a Special Event that includes any and/or all of the following criteria: anticipated attendance of 1,000 or more, a licenced area, a road closure of more than one block within the Downtown core or the closure of the road through Little Lake Park.
- j) “Minor Event” means a Special Event with an anticipated attendance of less than 1,000, no licenced area, and no road closures.
- k) “Third-Party Event” means a Special Event that is not organized or financed by the Town of Midland, including those who receive funds from the Town of Midland’s Community Grant Program.
- l) “Municipal Property” means all property owned and/or operated by the Town of Midland, including, but not limited to, parks, sidewalks, roads, public spaces, parking lots, and facilities.
- m) “Licenced” means a Special Event that includes an area designated for the sale and consumption of alcohol. Licenced Events require a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario and must adhere to the Town of Midland’s Municipal Alcohol Policy.

## **4.Criteria and Guiding Principles for Special Events**

### 4.1 The Town assesses Special Events based on:

- Consistency with the Town's Strategic Priorities and values;
- Increasing civic pride and celebrating community culture;
- Providing a diverse range of enjoyable opportunities for residents;
- Contribution to the local economy and impact as an economic driver in the region;
- Support of community organizations and businesses;
- Enhancement of the Town's profile and the promotion of the Town as a tourism and cultural destination;
- Increasing community vibrancy, including in the downtown, the waterfront and in Little Lake Park;
- Respecting Town resources and remaining in good standing with the Town and other stakeholders;
- Remain in keeping with the general intent of the Town's by-laws and policies;
- Sustainability and ability to be ethical and accountable; and
- Operation in a safe manner in compliance with all Town requirements and suitability of the venues and infrastructure available.

### 4.2 The Town will consider all Special Event Applications in this priority order:

- Town of Midland organized events
- Downtown Midland Business Improvement Association (BIA) organized events
- Community events
- Charitable/not-for-profit events
- Commercial events

These priorities will be used when evaluating events should a scheduling conflict occur.

4.3 Priority consideration will be given to recurring annual Special Events for the same date and location should they remain in good standing with the Town.

4.4 If a recurring annual event does not submit a Special Event Application before the deadline, their same date and location shall not be reserved and may be made available for other bookings.

4.5 Commercial events shall be considered on a case-by-case basis where scheduling permits and the event meets the Town's criteria and conditions as defined in this policy.

4.6 One Special Event or series of event may be held per Event Organizer or organization per year. Additional applications from the same Event Organizer or organization will be considered at the discretion of the Special Event Advisory Team.

4.7 Applications for a Special Event of a similar theme or purpose to an event that already occurs may not be considered.

4.8 The Town will use the following guidelines when evaluating and prioritizing Special Event Applications:

- Event has significant municipal importance and attracts international, national, provincial and regional participants;
- Organization's mandate and events align with the Town's strategic priorities;
- Event promotes sustainability, and Event Organizer works to ensure Event is accessible per the Accessibility for Ontarians with Disabilities Act (AODA) and is safe;
- Event is a historic event in good standing;
- Total number of event participants;
- Event and/or organization is charitable/not-for-profit;
- Event is held in partnership with the Town;
- Event is organized in a safe and responsible manner;
- Event meets all Town standards and requirements;
- Event is efficient and respectful of Town resources;
- Event engages and communicates with all stakeholders;
- Event has an overall positive impact, including economic impact, on the community.

## **5.Scheduling**

5.1 The Town of Midland wishes to create a balance of road closures, park use, respect for residents and businesses, and the protection of municipal property and infrastructure.

5.2 The addition of standalone Special Events requesting the second Saturday in June (Ontario's Best Butter Tart Festival) or July 1 (Canada Day) are at the discretion of the

Special Event Advisory Team and will not be considered unless the Special Event Advisory Team recognizes and identifies economic and community benefit of the Special Event and that the Town resources to support these activities are available.

5.3 Scheduling of Major Events in Little Lake Park will ensure that there is at least one weekend per month in the park without a Major Event, ensuring enjoyment of the parks for residents.

5.4 Multiple Major Events wishing to take place simultaneously in Little Lake Park and at Harbourside Park will be at the discretion of the Special Event Advisory Team.

5.5 It is not anticipated that Special Events will take place in parks located within residential areas, however these parks may be used for Minor Events involving neighbourhood associations and community organizations on an infrequent basis. Commercial events are not permitted in parks located within residential areas.

## **6. Event Management and Structure**

6.1 A Special Event Agreement is required for all Special Events held on Municipal Property. Special Event Agreements will be issued by the Culture and Community Division and, as required, after consultation with the Special Event Advisory Team and/or approval from Council.

6.2 A Special Event held exclusively in a Town Facility shall book the venue through the appropriate department or organization (e.g. North Simcoe Sports and Recreation Centre) and meet the requirements as outlined in the applicable rental agreement or facility-use permit and will adhere and are subject to the Special Event Policy.

6.3 Where a Special Event uses a Town Facility as well as the municipal property surrounding the facility, both the Culture and Community Division and the appropriate department or organizations (e.g. North Simcoe Sports and Recreation Centre) shall be engaged and the applicable procedures followed.

6.4 Sporting games and tournaments using a Town sports field or amenity shall book the facility or amenity through the Town's regular booking process and meet the requirements as outlined in their rental agreement. Sporting events that include activities beyond the designated use of the sports field or amenity or take place in a location other than a field may require a Special Event Agreement and comply with associated requirements.

6.5 Special Events hosted by Town departments and members of Council are required to notify the Culture and Community Division and meet all requirements of the Special Event Application process.

6.6 Events on private property adjacent to, or that may impact, surrounding Municipal Property, emergency services, or the general public are advised to inform the Town of Midland's Culture and Community Division. This shall ensure that Town services are notified of the potential impact and are able to prepare and/or coordinate as required.

6.7 Outdoor Municipal Property cannot be reserved for Private Functions. Parks and pavilions may be used for Private Functions should they be available (not booked for a Special Event), however the park and its amenities will remain open for use by the general public. Private Functions booking parks and pavilions will adhere to the associated rental contract and agreement.

6.8 Special Events found to be operating on Municipal Property without the appropriate agreement, permissions or permits shall be required to cease operation immediately. The Event Organizer may be prohibited from hosting a Special Event on Municipal Property in subsequent years and may be subject to further legal action and/or fees.

## **7. Staff, Special Events Advisory Team and Volunteers**

7.1 Staff within the Culture and Community Division are the central point of contact for hosting a Special Event on Municipal Property. They will facilitate the Special Event Application process on a day-to-day basis, act as the link between Event Organizer, municipal departments and external stakeholders, and work to support the Event Organizer navigate the application and agreement process.

7.2 Culture and Community Division staff will provide event expertise and guidance to Event Organizers, municipal departments and Council.

7.3 It is the responsibility of the Culture and Community Division to update the Special Event Planning Guide and the Special Event Application as required and in consultation with internal and external stakeholders.

7.4 The Special Event Advisory Team is comprised of Town of Midland staff from Culture and Community, Operations, By-law, Building, Engineering, and representatives from the Midland Fire Department and Southern Georgian Bay Ontario Provincial Police. The Special Event Advisory Team may also connect with other Town departments and divisions, the Simcoe County Paramedic Services, the Simcoe Muskoka District Health Unit, the Alcohol and Gaming Commission of Ontario, private security companies and any other area of expertise as required.

7.5 Volunteers for Town of Midland organized and hosted events, as well as the process to recruit such volunteers will follow the procedures per the Town of Midland Volunteer Policy.

7.6 Staff and volunteers for Third-Party Events will fall under the responsibility and processes of the Event Organizer and the Town of Midland may request copies of WSIB and volunteer procedures.

## **8. Authority**

8.1 For the purposes of expediting the Special Event Agreement process, the following staff have been designated, per By-law 2022-29 Delegation of Administrative/Signing Authority, to execute the administrative tasks defined below on the behalf of the Corporation of the Town of Midland.

- The Manager of Culture and Community, or designate, shall execute Special Event Agreements;
- The Director of Operations, or designate, may approve temporary road closures on streets and laneways;
- The Manager, Municipal Law Enforcement, or designate, shall provide exemptions to by-laws for matters related to Special Events, where such exemptions are temporary in nature and in keeping with the intent of the by-law;
- The Clerk shall issue the required correspondence designating a Special Event as “Municipally Significant” in response to receipt of notification of an application to the Alcohol and Gaming Commission of Ontario (AGCO) for a Special Occasion Permit where the event requires the use of Municipal Property and/or facilities and the Municipal Property and/or facilities are approved locations to host the consumption of alcohol per the Municipal Alcohol Policy.

## **9. Application Process, Approval, Refusal, Cancellation and Appeal**

### **9.1 Special Event Application Process**

9.1.1 The Special Event Application Process shall follow these application deadlines:

- A minimum of six months prior to a Major Event.
- A minimum of three months prior to a Minor Event.

Should an Event Organizer miss these application deadlines, the consideration of their Special Event Application will be at the discretion of the Special Event Advisory Team.

9.1.2 The Town reserves the right to approve or deny a Special Event Application outside the application deadline timeframe, and/or impose terms and conditions on any approval at any time during the term of approval, including special conditions.

9.1.3 The Event Organizer is responsible for ensuring their Special Event Application is accurate, complete, and submitted with enough time to allow for the appropriate approvals.

9.1.4 Submitting a Special Event Application does not constitute approval or that a Special Event Agreement shall be issued and entered.

9.1.5 When a Special Event Application is submitted, it shall be evaluated based on the objectives, criteria, and conditions set out in this policy.

9.1.6 Further consultation between the Event Organizer, the Culture and Community Division, and/or the Special Event Advisory Team may be required before an Application can be approved to enter into the Special Event Agreement.



9.1.7 The Town reserves the right to modify a Special Event, including altering the date, location, or format of a proposed Special Event to meet the objectives, criteria, and conditions of this policy. The Town also reserves the right to deny an Application.

9.1.8 New Special Events with a higher level of risk, and those that do not meet the objectives, criteria, and conditions of this policy, but warrant consideration based on significant value to the community, require Council approval. Additionally, a new Special Event requiring a licence from the liquor licensing authority, or would be considered a Major Event, will require approval from Council. These applications must be received a minimum of six months prior to the Special Event date to allow for sufficient time to present to Council.

9.1.9 A Special Event Application to hold a Minor Event that clearly fulfills this policy and does not significantly impact any Town stakeholders may be approved solely through the Culture and Community Division.

9.1.10 Review and approval from the Special Event Advisory Team is required for any Special Event Application that may significantly impact one or more of the Town's stakeholders or does not fulfill the policy.

9.1.11 Commercial operators submitting a Special Event Application to benefit a not-for-profit or charitable organization shall submit written confirmation from the partner organization with the Special Event Application.

9.1.12 The Culture and Community Division shall notify the Event Organizer of the status of their Special Event Application and next steps in writing within 10 business days of receipt.

9.1.13 The Event Organizer shall not promote the event prior to receiving approval to enter into a Special Event Agreement with the Town with a confirmed date and location.

9.1.14 If a Special Event Application is approved, the Event Organizer will be required to enter into a Special Event Agreement with the Town of Midland and provide all required permits and documentation to the appropriate Town departments or external organizations prior to the dates listed in the Special Event Planning Guide.

9.1.15 Copies of all permits and approvals shall be filed with the Culture and Community Division and all requirements shall be completed to the satisfaction of the Culture and Community Division a minimum of 20 business days in advance of the event date in order for a Special Event Agreement to be countersigned.

9.1.16 The Town reserves the right to impose additional requirements or restrictions in order for a Special Event Agreement to be issued.

9.1.17 The Special Event Agreement shall include the event name, the name of the Event Organizer or organization, the date of issue, the effective date and location, and the conditions of the agreement.

9.1.18 The Special Event Organizer shall sign the agreement thereby acknowledging and agreeing to the Town's conditions.

9.1.19 The Special Event Agreement will be countersigned by the Town within 5 business days of receiving all requirements.

9.1.20 The Event Organizer shall ensure that any required permits be available on-site during the set-up, operation, and tear-down of the event as proof that all requirements have been met.

9.1.21 The Town may request a post-event evaluation meeting with the Event Organizer and the affected members of the Special Event Advisory Team. The evaluation may include a review of logistical issues, damage, compliance, and complaints and will determine recommendations for operation of the event in the future.

## **9.2 General Conditions for Approval**

9.2.1 All Special Events on Municipal Property shall adhere to applicable by-laws, laws, regulations, policies, and legislation as amended from time to time or acquire the necessary permissions or exemptions in writing.

9.2.2 The Event Organizer is responsible for fulfilling requirements of the Town by the deadlines provided including any and all permits, inspections, approvals, and documentation.

9.2.3 Special Events on Municipal Property shall operate in a manner that is suitable to the venue, infrastructure, and services available.

9.2.4 All Special Events on Municipal Property shall not endorse views and ideas that are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, citizenship, religion, age, sex, marital status, family status, sexual orientation, disability, political affiliation, economic status, or level of literacy.

9.2.5 The Event Organizer shall provide accurate and complete information to the Town and shall communicate all changes in event plans immediately.

9.2.6 Significant additions or alterations to event plans shall not be made within 20 business days of the event to ensure the Special Event Agreement can be countersigned; however additional notice may be required by other Town departments in order to accommodate changes. The Town reserves the right to refuse any additions or alterations.

9.2.7 In the interest of public safety, failure to comply with the Town of Midland's conditions shall result in closure of the event, forfeit of security deposit, and/or a ban from hosting an event on Municipal Property in subsequent years.

9.2.8 Exceptions to the Town of Midland's conditions may be made upon approval from the Special Event Advisory Team and/or Council.

### **9.3 Refusal, Cancellation or Appeal**

9.3.1 A Special Event Application may be refused and/or a Special Event cancelled if:

- The Special Event does not meet the criteria and conditions as defined in the Town of Midland's Special Event Policy;
- The Event Organizer is not in good standing with the Town of Midland or any its stakeholders;
- The Event Organizer has proven that they are not financially or organizationally capable of hosting the event;
- The Town is not able to facilitate the event operationally due to logistics or resources required;
- Requirements are not completed to the satisfaction of the Town by a minimum of 20 business days prior to an event; or
- The facility/location is needed for an event of municipal significance.

9.3.2 The Town reserves the right to refuse to enter into a Special Event Agreement or cancel an event up to and including the day of the event or at any time during the event.

9.3.3 A Special Event Agreement may be revoked by a representative of the Town, the Southern Georgian Bay Ontario Provincial Police or Midland Fire Department for breach of conditions as outlined in the Special Events Policy or signed agreement with the Town.

9.3.4 When a Special Event Agreement is revoked, the Event Organizer shall be notified by the Town in writing and rationale shall be provided.

9.3.5 In the event that a Special Event Agreement is revoked on the day of the event, the Event Organizer shall immediately cease operation, vacate the premises, and ensure the site is without damage and returned to a condition satisfactory to the Town.

9.3.6 If an Event Organizer cancels the event, they shall immediately provide written notice to the Town via the Culture and Community Division.

9.3.6 A Special Event that has been refused or cancelled in the past may be considered should the Event Organizer prove beyond doubt that the issues have been resolved and they can meet all requirements of the Town.

9.3.7 If an appeal is requested at least 20 business days prior to the event date, the Event Organizer shall present a plan for meeting Town requirements in writing or in person with a meeting with the Special Event Advisory Team.

9.3.8 A reversal may be granted should the Special Event Advisory Team be satisfied with the organizer's plan for addressing the issues.

9.3.9 Should a Special Event be refused or cancelled less than 20 business days prior to the event date or a matter unresolved by 20 business days prior to the event date, the Event Organizer may submit an Application the following year along with a plan for meeting Town requirements.

## **10. Fees**

10.1 Fees and any associated subsidies shall be in accordance with the Town's Fees By-law as amended from time to time.

10.2 A security deposit may be required for a Special Event with activities presenting a higher risk for damage and shall be determined on a case-by-case basis. The Town reserves the right to request a security deposit of any amount based on the risk associated with the Special Event.

10.3 Not-for-profit and charitable organizations serving the North Simcoe community may be exempt from paying the Special Event Application fee for events with attendance of less than 500. Not-for-profit and charitable organizations will not be exempt from paying the application fee for events with an estimated attendance of more than 500, with a licenced area and/or with a road closure. The Royal Canadian Legion Branch 80 (Midland) and Elementary and Secondary Schools located in Midland will be exempt from paying the Special Event Application fee.

10.4 Event Organizers are responsible for paying any Town fees associated with their event, including recovering staff time and services and for permits and licences.

## **11. Event Operations**

### **11.1 General Operating Conditions**

11.1.1 The Event Organizer shall be present on-site during set-up, operation, and tear-down, and shall be easily contacted and available through a central point such as an information tent, registration and/or cell phone. A designate shall be appointed and available in the event the Event Organizer is temporarily unavailable.

11.1.2 The Event Organizer is responsible for the conduct of the event participants.

11.1.3 The Event Organizer is responsible for managing the impact that the event and its participants may have on surrounding property and ensuring safe crowd management controls are in place prior to, during, and following event operation.

11.1.4 The Event Organizer is responsible for ensuring the safe operation and conduct of all vendors, suppliers, staff and volunteers.

11.1.5 The Event Organizer is responsible for ensuring quality entertainment and vendors suitable for families and a general audience.

11.1.6 Exemption to the Noise By-Law will be made to the Municipal Law Enforcement Officer per the agreed upon timeliness for review and consideration.

11.1.7 The Event Organizer must adhere to the Smoke-Free Ontario Act, 2017.

11.1.8 Dogs shall not be permitted to run at large during events and must be leashed. Some Special Events may exclude dogs from attending, with the exception of service dogs. The organizer of a dog-friendly event shall ensure that owners clean-up after their pets and dispose of waste in the appropriate receptacle.

11.1.9 The Event Organizer shall ensure that signage and promotion is erected and maintained in accordance with the Town's by-laws, including any limitations on advertising in advance of the event and the location of the advertising.

11.1.10 Special Events may be inspected by Town staff during set-up, operation, and tear-down to ensure compliance with conditions.

## **11.2 Site**

11.2.1 A Special Event shall not have or cause to have an environmental impact on the water, land, or air.

11.2.2 The Event Organizer shall maintain a clean and hazard free site and/or route, including the general maintenance of garbage and recycling.

11.2.3 The Town reserves the right to require a waste management plan for Major Events, events with vendors, events with a high potential for generating waste, or events that have had past issues with waste management. This may include a managed approach to monitoring proper use of receptacles, having additional clean-up volunteers and/or staff, and providing additional bins, grease removal service, and roll-off containers where required. The plan shall be to the satisfaction of the Town in order for a Special Event Agreement to be issued.

11.2.4 Confetti, streamers, and helium balloons are prohibited, and the Event Organizer shall remove and dispose of all cable ties in the appropriate waste receptacle.

11.2.5 A Special Event shall not cause any damage to Municipal Property or infrastructure during set-up, operation, or tear-down.

11.2.6 Vehicles are prohibited from operating within Town parks without prior approval. Permission may be revoked at any time due to weather, turf conditions or at the Town's discretion.

11.2.7 Staking, digging, painting, or attaching/affixing to Municipal Property, including but not limited to buildings, trees, signs, light standards, asphalt, and ground, is prohibited. Staking for the purposes of securing tents is not permitted in Harbourside Park, David Onley Park or any other park area with irrigation or underground infrastructure present. Staking for the purpose of securing tents may be permitted in other parks with prior approval.

11.2.8 The Event Organizer shall provide adequate facilities and services for the safety and comfort of event attendees, which includes but is not limited to washrooms, hand wash stations, food vendors, parking, shuttles, accessibility, waste management, and security.

11.2.9 If roads and parking lots are impacted, the Event Organizer shall provide and/or communicate alternate methods of public access, including but not limited to active transportation alternatives, shuttles, public transit, and parking lots.

11.2.10 The Event Organizer shall ensure that accessible parking is provided within the vicinity of the event. If a parking lot is closed for the event, alternative accessible parking shall be provided.

11.2.11 A comprehensive site plan shall be provided to the Town, including but not limited to the location of all tents, stages, portable washrooms, licenced areas, activities, run/walk route, parking, and access routes. The plan shall be to the satisfaction of the Town in order for a Special Event Application to be issued.

11.2.12 The Event Organizer is responsible for maintaining and returning the site and/or route to original condition within 24 hours of completion of the event and satisfactory to inspection by the Town.

11.2.13 Pre- and post-event site inspections by Town staff and/or the Event Organizer may be required for Minor Events. Pre- and post-event site inspection meetings with the Event Organizer and Town staff shall be required for all Major Events. These inspections shall serve to review the site plan and assess site conditions.

### **11.3 Road Closures**

11.3.1 Special Events operating on a road will need to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered memo, at least 14 business days in advance of the Special Event, of the particulars of the approved temporary road closure and any detour route available to them.

11.3.2 All road or lane closures shall be operated and maintained according to Book 7 of the Ontario Highway Traffic Act.

11.3.3 The Event Organizer will be responsible for all costs associated with the closure of a road, lane or parking lot and will be responsible for engaging a volunteer as approved by the Town or for hiring and paying a security guard to be stationed at such closures.

## **11.4 Damage**

11.4.1 If the event site or route is not maintained or returned to a condition satisfactory to the Town within 24 hours of event completion, Town staff shall perform the clean-up and the cost of staff time shall be charged to Event Organizer per the current fees and charges by-law.

11.4.2 Any damage caused to Municipal Property or infrastructure during event set-up, operation, or tear-down shall be invoiced to the Event Organizer with a detailed summary of costs. Should a security deposit be in place, the cost of any damage will be credited toward the amount owing and the Event Organizer will be responsible for paying the difference should the clean-up or damage repair exceed the security deposit.

## **12. Risk Management**

12.1 All Special Events shall enter into a legal Agreement with the Town. The Agreement shall be signed by an individual authorized to bind both parties and a copy retained on file with the Town.

12.2 The Event Organizer shall agree to indemnify and hold the Town of Midland harmless from and against any liability, loss, claims, demands, costs, and expenses including legal fees occasioned wholly or in part by negligence or acts of omissions during use of Municipal Property.

12.3 At least twenty (20) business days prior to a Major Event and at least ten (10) business days prior to a Minor Event, a Special Event on Municipal Property will provide proof of General Liability Insurance in relation to the Special Event with limits of not less than \$2-million inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof. The Town reserves the right to request higher amounts and/or require additional coverage based on the activities offered at the event. The General Liability Insurance Policy must be in the name of the Event Organizer and must name the Town of Midland as an additional insured. The General Liability Insurance Policy must include coverage for Cross Liability and shall contain an endorsement to provide the Town of Midland with thirty (30) days written notice of cancellation or material change that would diminish coverage.

12.4 Special Events with licenced areas, midways, fireworks and other high-risk activities are required to have General Liability Insurance of no less than \$5 million per occurrence naming the Town of Midland as additional insured. The Town reserves the right to request higher amounts and/or require additional coverage based on the activities offered at the event.

12.5 The Event Organizer shall provide certified first aid services on-site for a Major Event and at the discretion of the Town for a Minor Event.

12.6 The Town reserves the right to require an Event Organizer to provide an operations plan depending on the size and nature of the event. The Town may request the operations plan to include, but not be limited to, any of the following components –

contingency plan, emergency access, lost child protocol, communication, security, and volunteer management. The plan shall be to the satisfaction of the Town in order for a Special Event Agreement to be issued.

12.7 An operations plan is required for all Major Events as deemed by the Town including, but not limited to, concerts, parades, road races, and events with alcohol service or previous security issues. The plan shall be to the satisfaction of the Southern Georgian Bay Ontario Provincial Police, the Midland Fire Department and the Town in order for a Special Event Agreement to be issued.

12.8 The Event Organizer shall ensure that emergency access is established and maintained at all times during operation.

### **13. Alcohol Service**

13.1 Special Events with a licenced area must adhere to the Town's Municipal Alcohol Policy.

13.2 Alcohol consumption at Special Events on Municipal Property shall be confined to a licensed area under a Special Occasion Permit issued by the AGCO.

13.3 Licensed areas shall have paid duty police officers and/or licensed security, and the Event Organizer is responsible for providing and carrying out a security plan to the satisfaction of the Southern Georgian Bay Ontario Provincial Police, the Town, and the Alcohol and Gaming Commission of Ontario (AGCO).

13.4 Outdoor public events on private property with alcohol service are required by the AGCO to notify the municipality in order to obtain a Special Occasion Permit. The AGCO may require confirmation in writing that the Municipality has no objection.

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### **References and Related Policies**

Municipal Alcohol Policy

Municipal Volunteer Policy

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### **Review Cycle**

This policy will be reviewed once per term of Council or as required based on revisions to corporate practices or governing legislation.