

**THIS AGREEMENT made in triplicate, this 6<sup>th</sup> day of April, 2020**

**Between**

**THE BUTCHER AND BANKER FONTHILL INC.**  
(Hereinafter referred to as “Butcher & Banker”)

of the FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF PELHAM**  
(Hereinafter referred to as the “Town”)

of the SECOND PART

**WHEREAS** the Town is the holder of the Special Occasion Permit for a Festival known as Pelham Summerfest, to be held on Thursday, July 16 to Sunday, July 19, 2020;

**AND WHEREAS** Pelham Summerfest will include a Street Festival on Friday July 17, 2020 between the hours of 4:00pm to 11:00 pm and Saturday, July 18, 2020 between the hours of 10:00 am and 12:00 midnight, being an outdoor public event, Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance;

**AND WHEREAS** according to the regulations of the Alcohol and Gaming Commission of Ontario, a Public Event Special Occasion Permit holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry a single serving of liquor between the licensed area and the area covered by the Special Occasion Permit;

**AND WHEREAS** the Street Festival known as Pelham Summerfest is an outdoor event where the boundaries of the permitted area include one or more liquor sales licensed establishments, as depicted on Schedule A attached hereto;

**AND WHEREAS** Pelham Summerfest has been designated a “municipally significant” Festival by a resolution of municipal Council;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants herein contained, the parties hereto covenant, promise and agrees as follows:

1. The boundaries of the Licensed Festival Area will be confined by barricades and fencing.
2. There will be four monitored entrance/exit points to the designated Festival Area. These areas will be manned by Security Officers. At these points, bag checks will be performed and access denied to patrons beginning to show signs of intoxication.
3. The Festival Committee will hire 2 Niagara Regional Police Officers, 2 Auxiliary Officers and 12 Security Guards (total of 16), on Friday, July 17 from 4:00 pm to midnight and 10:00 am Saturday, July 18 till 1:00 am Sunday, July 19, to monitor the four entrances/exits and for crowd monitoring. Crowd monitoring will include, but not be limited to, identifying and removing patrons beginning to show signs of intoxication and ensuring alcohol is not passed to minors.
4. Alcohol will not be allowed to enter into businesses not covered by this agreement. This will be posted and monitored accordingly.
5. All servers are Smart Serve Certified and, as such, will verify age and identity of patrons purchasing alcohol, monitor to ensure alcohol is not passed to minors, refuse service to

patrons beginning to show signs of intoxication. Security officers or Niagara Regional Police may be called upon to remove patrons beginning to show signs of intoxication.

6. Wristbanding will be in effect. The Town shall ensure that a wristband is placed on all patrons 19 and over and shall not allow service of liquor to any patron who is not wearing a wristband. Wristbanding does not replace the regulatory requirement to request ID of an apparent minor before liquor is sold or supplied. All servers will verify age and identity of patrons as required. Butcher & Banker shall ensure that any patron exiting to the Festival area carrying a single serving of alcohol is wearing a wristband.
7. Butcher & Banker will obtain a Temporary Extension to their existing Liquor Sales License from the Alcohol and Gaming Commission of Ontario and provide confirmation of such extension to the Town at least two (2) weeks prior to the Festival.
8. A MINIMUM price of \$7.00 per serving of beer (12 oz), cider (12 oz) or wine (5 oz) shall be charged by the Town and all licensed establishments participating in the Festival Licensing.
9. Outdoor patio capacity will be limited to available seating only and will be monitored accordingly by patio licensees.
10. The beer and wine pavilion will be operated in accordance with the Town of Pelham Municipal Alcohol Management Policy. (attached)
11. Butcher & Banker will ensure their Outdoor Patio will be consistent with the Summerfest goal to emphasize a “Family Atmosphere” Festival and ensure the Festival area is aesthetically pleasing as per the Summerfest Outdoor Patio Criteria.
12. The Liquor Sales License Holder, Butcher & Banker, and the Public Event Special Occasion Permit Holder, the Town, agree to ensure there is no unreasonable risk to public safety or the public interest and no unreasonable risk of non-compliance with the Liquor License Act (LLA) and its regulations.
13. Butcher & Banker will provide the Town of Pelham, at least two (2) weeks prior to the Festival, a certificate of Commercial General Liability insurance, of not less than \$2,000,000, confirming an alcohol endorsement or coverage and adding the Town of Pelham as an Additional Insured with 30 days’ notice of cancellation, termination or non-renewal.
14. Butcher & Banker will ensure that no glass bottles will be served to patrons exiting to the Festival area and that all alcoholic beverages will be served in cans or plastic beverage containers.
15. Butcher & Banker will ensure that all entrances and exits to their facility, situated at 1440 Pelham Street, are monitored during all hours of the Festival to ensure patrons are complying with the regulations of the Alcohol and Gaming Commission of Ontario.

The Town of Pelham, establishment owners, liquor servers, all staff, event Committee and event security will all monitor alcohol within the event and licensed establishments to ensure a safe and responsible liquor controlled event.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

**SIGNED, SEALED AND DELIVERED**

|                    |                                       |
|--------------------|---------------------------------------|
| In the presence of | )THE CORPORATIONOF THE TOWN OF PELHAM |
|                    | ) _____)                              |
|                    | ) MAYOR MARVIN JUNKIN                 |
|                    | ) _____                               |
|                    | ) CLERK NANCY J. BOZZATO              |
|                    | )                                     |
|                    | ) BUTCHER & BANKER                    |
| _____              | ) _____                               |
| Witness            | ) TROY THOMSON                        |