

THIS AGREEMENT made this _____ day of _____, 2023 (“the Agreement”)

BETWEEN:

FONTHILL BUTCHER & BANKER

(“the Licensee”)

– and –

THE CORPORATION OF THE TOWN OF PELHAM

(“the Town”)

PUBLIC EVENT AGREEMENT

WHEREAS the Town is the holder of a special occasion permit issued by the Alcohol and Gaming Commission of Ontario (“AGCO”) pursuant to the *Liquor Licence and Control Act, 2019*, S.O. 2019, c. 15 (“the Act”) and Ontario Regulation 747/21 (“the Permit Regulation”) for a public event known as Pelham Summerfest, which has been designated by the Council of the Town of Pelham as an event of municipal significance (“the Event”);

AND WHEREAS the Event will take place from Thursday, July 13, 2023 to Sunday, July 16, 2023;

AND WHEREAS the Event will include an outdoor street festival that will take place on Friday July 14, 2023 from 4:00 p.m. to 11:00 p.m. and on Saturday, July 15, 2023 from 10:00 a.m. to 11:59 p.m., during which times Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance (“the Street Festival”);

AND WHEREAS the Event, including the Street Festival, is a public event within the meaning of the Act, the Permit Regulation and Ontario Regulation 746/21 (“the Licensing Regulation”);

AND WHEREAS the area where the Street Festival will take place encompasses establishments licensed to sell liquor under the Act and the Licensing Regulation, including the Licensee and other establishments as set out in Schedule “A” hereto;

AND WHEREAS the Licensing Regulation allows a licensee under the Act and a special occasion permit holder to jointly participate in an outdoor public event that allows patrons to carry a single serving of liquor between the licensed premises and the premises to which the special occasion permit applies, provided that the licensee and the permit holder have entered into an agreement to ensure that there is no unreasonable risk to the public or of non-compliance with the Act;

AND WHEREAS the Licensee and the Town wish to enter into such an agreement in relation to the Street Festival;

NOW THEREFORE IN CONSIDERATION of the mutual promises and covenants contained herein, the Licensee and the Town agree as follows:

1. The Licensee will obtain all necessary license extensions and approvals from the AGCO and the Town to operate a temporary outdoor patio during the Street Festival.
2. The areas of the Street Festival where liquor is permitted pursuant to the temporary outdoor patio license of the Licensee, a temporary outdoor patio license of any other establishment listed in Schedule “A”, which is attached hereto and forms part of this Agreement, and/or the special occasion permit of the Town (“the Street Festival Licensed Area”) will be delineated and confined by temporary barricades and fencing.
3. The Town will supply the temporary barricades and fencing for the Street Festival Licensed Area and will install them in consultation with the Licensee. Notwithstanding the foregoing, the Town has final authority to determine the location and configuration of all barricades and fencing for the Street Festival Licensed Area.

4. During the Street Festival, patrons may carry a single serving of liquor throughout the Street Festival Licensed Area. Patrons may also carry a single serving from the interior licensed premises of the Licensee to the Street Festival Licensed Area or from the Street Festival Licensed Area to the interior licensed premises of the Licensee.
5. Patrons may not carry a serving of liquor into any business, establishment or premises not listed in Schedule "A" to this Agreement. The Town will post this information throughout the Street Festival Licensed Area and both the Town and the Licensee will monitor compliance.
6. The Town will hire sixteen (16) licensed security personnel to monitor the Street Festival Licensed Area on Friday, July 14, 2023 from 4:00 p.m. to 11:59 p.m., Saturday, July 15, 2023 from 10:00 a.m. to 11:59 p.m. and Sunday, July 16, 2023 from 12:00 a.m. to 1:00 a.m.
7. The Street Festival Licensed Area will have five (5) access points, all of which will be staffed by security personnel. Security personnel will conduct bag checks to ensure that patrons do not bring illegal or prohibited items into the Street Festival Licensed Area and will deny entry to patrons showing signs of intoxication.
8. Security personnel will be stationed throughout the Street Festival Licensed Area and will conduct crowd monitoring, including but not limited to identifying and removing patrons showing signs of intoxication, ensuring that alcohol is not provided or passed to any person who appears to be under the age of 19 or who is not wearing a wristband issued by the Town under section 11 of this Agreement, and ensuring that patrons do not exit the Street Festival Licensed Area, other than to the interior licensed premises of the Licensee, with a serving of alcohol.
9. The Licensee will ensure that all entrances and exits to its establishment located at 1440 Pelham Street, including those that do not provide access to the Street Festival Licensed Area, are monitored at all times during the Street Festival to ensure that patrons comply with all applicable AGCO requirements.
10. The Licensee will limit the capacity of its temporary outdoor patio to available seating only and will monitor it accordingly. The Licensee will further ensure that its temporary outdoor patio meets or exceeds all outdoor patio criteria for the Event and will operate its patio in a manner consistent with the family-oriented atmosphere of the Event.
11. The Town will supply wristbands to patrons in the Street Festival Licensed Area who are 19 years of age or older.
12. The Licensee will ensure that any patron accessing the Street Festival Licensed Area from its interior licensed premises with a serving of liquor is wearing a wristband.
13. Notwithstanding any other provision of this agreement, the presence of a wristband does not replace or remove the legal obligation of the Licensee, the Town and all persons serving alcohol on behalf of the Licensee or the Town to verify the age and identity of patrons as required by law.
14. All persons serving alcohol on behalf of the Licensee and the Town will be Smart Serve Certified and as such will verify the age and identity of patrons purchasing alcohol, monitor patrons to ensure that alcohol is not passed to persons under 19 years of age, and refuse service to patrons showing signs of intoxication.
15. No glass beverage containers are permitted in the Street Festival Licensed Area. During the Street Festival, all alcohol served by or on behalf of the Licensee or the Town will be served in cans or plastic beverage containers.
16. The Town and the Licensee will each charge a minimum price of \$9.00 per serving of beer (473 ml), cider (473 ml) or wine (6 oz).
17. The Licensee will obtain and maintain at all times during the Event one or more policies of commercial general liability insurance, including an alcohol endorsement or coverage, with limits of not less than two million (\$2,000,000) per occurrence and naming the Town as an additional insured. The Licensee will provide the Town with proof of insurance at least two (2) weeks prior to the Event.

18. The Town and the Licensee will each indemnify and save harmless the other from and against any and all losses, claims, actions, demands and liabilities for personal injury and/or property damage arising from or in any way related to the Street Festival Licensed Area where such claims are caused wholly or in part by any negligent act or omission of the Town or the Licensee, as the case may be, or anyone for whom the Town or the Licensee, as the case may be, is responsible in law.
19. The Town and the Licensee will operate the Street Festival Licensed Area in accordance with the Town of Pelham Municipal Alcohol Management Policy, which is attached as Schedule "B" and forms part of this Agreement.
20. The Town and the Licensee agree that their employees, agents, contractors and volunteers will monitor alcohol use during the Street Festival to promote a responsible and safe liquor-controlled event.
21. The Town and the Licensee further agree to ensure that there is no unreasonable risk to public safety, the public interest or the public and that there is no unreasonable risk of non-compliance with the Act or its regulations by the Town or the Licensee.

IN WITNESS whereof the parties have executed this Agreement by their duly authorized representatives and agree to be bound thereby as of the date first written above.

FONTHILL BUTCHER & BANKER

By: _____

Name:

Title:

I have authority to bind the Corporation.

Date: _____

THE CORPORATION OF THE TOWN OF PELHAM

By: _____

Name:

Title:

I have authority to bind the Corporation.

Date: _____

SCHEDULE "A"

1. Fonthill Butcher & Banker, 1440 Pelham Street
2. Gelato Village, 1417 Pelham Street
3. Hillfire Smoke & BBQ, 1455 Pelham Street
4. Kame & Kettle Beer Works, 25 Pelham Town Square

SCHEDULE "B"



Policy Name: Municipal Alcohol Management Policy	Policy No: S100-01
Committee approval date:	-
Council approval date:	December 2, 2013
Revision date(s):	September 16, 2019
Department/Division:	Corporate wide

1. Purpose

The Alcohol Management Policy consists of a range of measure designed to prevent alcohol related problems and to increase the enjoyment of those who use the facilities. By reducing the potential for alcohol related problems, the Town of Pelham concurrently reduces users' loss of enjoyment of the facilities, reduces the risk of injury and death and reduces the risk of liability actions.

2. Policy Statement

The Town of Pelham owns and manages many facilities which are currently licensed or can be licensed under authority of the Alcohol and Gaming Commission (A.G.C.O) to allow the consumption of alcoholic beverages. It is the policy of the Council of the Town of Pelham to incorporate an alcohol management policy in order to prevent problems that arise from alcohol consumption within its facilities and to promote a safe, enjoyable environment for those who use these facilities.

A range of problems can arise from alcohol consumption. These problems can affect not only the person or persons consuming alcohol but other people who use the facilities, and the general public. These problems may include:

- Injuries to drinkers or other individuals
- Police being called to municipal property
- Liability action arising from alcohol related injuries or deaths
- Increased insurance rates as a result of alcohol related incidents
- Loss in insurability should the insurer's risk assessment escalate
- Charges laid against the Town or the Special Occasion Permit holders under the Liquor License Act
- Suspension or loss of alcohol permit privileges by the Alcohol and Gaming Commission of Ontario (A.G.C.O)
- Vandalism and destruction of Town property
- Loss of enjoyment by non-drinkers and moderate drinkers
- Complaints lodged by offended parties
- Withdrawal from use of facilities by people concerned about alcohol



consumption

- Increased public concern about alcohol consumption

In many instances, these problems will not be attributable to moderate drinkers or to those who respect the rules regarding alcohol consumption. The majority of these problems arise from drinkers who engage in four specific drinking practices:

- Underage drinking
- Drinking to intoxication
- Drinking and driving
- Drinking in unlicensed areas

To the extent that these four drinking practices can be reduced, the likelihood of alcohol related problems will correspondingly diminish. For those who do not engage in these targeted drinking practices, the policy will be minimally intrusive. The policy is not intended to stand in opposition to legal and moderate drinking.

3. Definitions

3.1 Smart Serve Program (SSP): Provided by Smart Serve Ontario

3.2 Special Occasion Permit (SOP): granted through the Alcohol and Gaming Commission of Ontario (AGCO).

4. General Provisions

4.1 The following are Municipal Facilities that will be eligible to be designated as suitable facilities for the use of SOP functions. Pelham Town Council may change the designation of any site at its discretion.

INDOOR

- Meridian Community Centre, 100 Meridian Way, Fonthill
- Old Pelham Town Hall, 491 Canboro Rd., Ridgeville
- Pelham Fire Station #1, 177 Highway 20, Fonthill
- Pelham Fire Station #2, 792 Welland Rd., Fenwick
- Pelham Fire Station #3, 2355 Cream Street, North Pelham
- Pelham Library, Fonthill Branch, 43 Town Square, Fonthill
- Pelham Library, Fenwick Branch, 781 Canboro Road, Fenwick
- Platform Tennis Club House, 1120 Haist St., Fonthill
- Town Hall, 20 Pelham Town Square, Fonthill



4.2 The following outdoor facilities would only be eligible if Pelham Town Council approved the application for use of SOP functions:

OUTDOOR

- Harold Black Park, 953 Haist St. Fonthill
- Centennial Park, 999 Church St., Fenwick
- North Pelham Park, Cream St. North, Fenwick
- Peace Park (behind Municipal Offices), Fonthill
- Woodstream Park, Spruceside Cres., Fonthill
- Pelham Arena Grounds Park, 1120 Haist St., Fonthill
- Pelham Fire Station #1, 177 Highway 20, Fonthill
- Pelham Fire Station #2, 792 Welland Rd., Fenwick
- Pelham Fire Station #3, 2355 Cream Street, North Pelham
- Meridian Community Centre Grounds, 100 Meridian Way, Fonthill
- Any Municipal Streets as approved by Council

4.3 All alcoholic beverages must be removed from unlicensed Town facilities prior to the start of a regular business work day. Alcoholic beverages are not permitted to be stored in Town facilities where daily work activities occur, unless approved.

All alcoholic beverages stored in inventory at licensed Town facilities must be held in a locked area. Inventory sheets must be prepared before and after each even, with 2 separate staff counts.

4.4 The following outdoor facilities are NOT ELIGIBLE to be designated for the use of SOP functions. Pelham Town Council may change the designation of any site at its discretion.

INDOOR

- Model Railroad Building, 1141 Maple St., Fenwick

OUTDOOR

- Marlene Stewart Streit Park, Park Lane, Fonthill
- Hillcrest Park, Pancake Lane, Fonthill

4.5 In order to be eligible to rent/use a municipal facility for a special occasion permit event, the sponsor(s) must agree that persons under the legal drinking age shall not be admitted to adult social events being held in these facilities except in the



case of a family occasion.

- 4.6** SOP must be on site and available for Alcohol and Gaming Commission of Ontario (AGCO) inspector at all times.
- 4.7** The Liquor License Act requires certain premises to post signs warning women that drinking alcohol during pregnancy can cause Fetal Alcohol Spectrum Disorder. The warning sign will be posted at the servicing area, no smaller than 8.5" v 11"
- Post AGCO "Sandy's Law" Poster – Fetal Alcohol Spectrum Disorder
- 4.8** In order to be eligible for a facility permit for an SOP function, the sponsor must demonstrate to the satisfaction of the Director of Recreation and/or the Director of Fire & By-law Services that there are sufficient controls in place to prevent intoxicated or rowdy people from entering the event and that the before mentioned participants will be refused service and be escorted safely from the event. These controls will include:
- 4.8.1 The event sponsor must obtain a SOP from the A.G.C.O and must show proof of this to the Town of Pelham at least 10 days prior to the event.
 - 4.8.2 Licensee to abide by rules of the Municipal Alcohol Policy as enforced by Municipal Representatives.
 - 4.8.3 The event sponsor must provide a list of event workers at least 10 days prior to the event, with their Smart Serve number.
 - 4.8.4 The SOP signatory or designate must attend the event and be responsible for making decisions regarding the operation of the event.
 - 4.8.5 That anyone handling, serving, and/or selling tickets must be Smart Served.
 - 4.8.6 That floor monitors of a minimum of two (2), one (1) for each additional fifty (50) participants be utilized i.e. 3 monitors – 100 participants, 4 – 150, 5 – 200 etc. Fifty percent (50%) of the monitors must be SS trained.
 - 4.8.7 The Town of Pelham may require wrist banding be implemented at an event.
 - 4.8.8 All event workers must refrain from consuming alcohol while the event is in progress. Workers may consume alcohol if they are working a shift and their work responsibilities have ended for the entire event.



- 4.8.9 The event sponsor and facility staff must ensure the physical setting is safe for drinkers and non drinkers. They must also ensure that patrons do not engage in activities that could harm them or others.
- 4.8.10 All entrances and exits must be supervised.
- 4.8.11 All bottles must be retained within the bar area; all drinks served in paper/plastic cups, or tin cans.
- 4.8.12 No marketing practices which encourage increased consumption, i.e. oversize drinks, double shots, drinking contests, etc.
- 4.8.13 The Town of Pelham reserves the right to require the presence of police officers for the duration of an event, the cost to be borne by the sponsoring group or individual.
- 4.8.14 All event workers are to wear identification.
- 4.8.15 That only age of majority card, a photo driver's license or a passport as identification will be accepted for being served or consuming alcohol.
- 4.8.16 That there will be no "last call" announced.
- 4.8.17 Organizers are to encourage consumption of food, low-alcohol and non-alcohol beverages.
- 4.8.18 That non-alcoholic beverages be available at all times.
- 4.8.19 That 30% of the total amount of alcohol available be classified as "light" as follows:
Light beer – less than 5% alcohol per 12 oz/354 ml serving
Light wine – 10% or less alcohol per 7oz/207 ml serving
- 4.8.20 Bar area is to be closed no later than 1:00 am, unless approved by the Town.
- 4.8.21 Event sponsors are required to document positive and/or negative comments/activities regarding the event and forward to the Town of Pelham.
- 4.8.22 Police to be notified by sponsor or facility staff before situation is out of control.
- 4.9** The facility staff may report any infraction of this policy to legal authorities whenever they believe such action is required.



- 4.10** Any infraction will be reviewed by the Director of Recreation and the Director of Fire & By-law Services.
- 4.11** A registered letter describing the problem will be sent to the sponsor and may refused future rental privileges.
- 4.12** Should a group be found to be consuming or have consumed alcohol in the arena change rooms, the authorities will be called and violators will immediately forfeit all rights to the use of the facility.
- 4.13** Future rental privileges to the penalized individuals or groups will depend on demonstrating to the Director of Recreation and the Director of Fire & By-law Services that all rules will be followed at future functions.
- 4.14** The permit holder will be responsible for promoting safe transportation options for all the drinking participants. Examples of safe transportation options are:
- Having a designated driver program in effect
 - Providing identification for designated drivers, and providing free or charge non-alcoholic drinks (i.e. coffee, pop, juice)
- 4.15** Individuals or groups sponsoring a SOP function at a facility, listed in the Alcohol Management Policy, must show proof to the Town of Pelham at least two (2) weeks prior to the event, that they have a minimum of \$2,000,000.00 liability insurance coverage and that the Town of Pelham is named as co-insured. The permit holder will indemnify and save the Town of Pelham harmless from all claims arising from the permit or event.
- 4.16** The policy shall be updated as new legislation under the Alcohol and Gaming Commission of Ontario is updated or changed and/or as senior management determine necessary for Occupational Health and Safety matters, or due to changes within the Municipality.

5. Related Administrative Procedures/Forms:

Special Occasion Permit Holder Agreement

Activity Report

Party Alcohol Liability