



**London**  
CANADA

## **Special Events Policies and Procedures Manual**

**Policy Name:** Special Events Policies and Procedures Manual

**Legislative History:** Enacted September 19, 2017 (By-law No. CPOL.-142-394); Amended June 26, 2018 (By-law No. CPOL.-293-284); Amended January 29, 2019 (By-law No. CPOL.-142-394)

**Last Review Date:** February 8, 2019

**Service Area Lead:** Manager, Special Events Parks and Recreation

### **1. Policy Statement**

#### **Purpose**

- 1.1. Background - Each year The Corporation of the City of London receives many requests from individuals and groups to operate Special Events on City of London property
- 1.2. Support Statement - The Corporation of the City of London recognizes Special Events as an important part of London's quality of life and as providers of affordable entertainment to its citizens. It is also recognized that Special Events enhance tourism, culture, recreation and education as well as providing an economic benefit to businesses in the City of London.
- 1.3. Special Events Policies are designed to help the Special Event Operator effectively use the requirements that are in place to plan and execute a successful Special Event.

Successful events do not just happen; they are a result of:

- Responsible leadership;
- Careful planning;
- Good organization;
- Provisions against the unexpected; and,
- Methodical 'follow through' and evaluation.

- 1.4. Purpose - The purpose of the Special Events Policies is to incorporate into one document the Council. Approved policies for operating Special Events on City of London property, streets and roadways.

The Policies may also be used at the discretion of the Managing Director, applied to other non-Special Events that occur on City property.

- 1.5. In addition to the Special Events Council Policies, the Special Event Operator shall comply with all of the applicable requirements contained in the current Special Events Administrative Procedures Manual ("Administrative Procedures"), which can be found on the City of London website at [City of London - Special Event Planning](#). The Special Event Operator shall ensure the required certificates/documents are available for review by the City, and/or appropriate agency, when requested. If the Special Event Operator fails to comply with this requirement, they may be subject to appropriate action as determined by the Managing Director, including terminating the Facility Rental Contract to use City property.

#### **City of London Mission**

- 1.6. At the City of London, our mission is to be "At Your Service-a respected and inspired public service partner, building a better city for all."

These results are identified in Council's Strategic Plan:

- Strengthening our Community
- Building a Sustainable City
- Growing our Economy
- Leading in Public Service

Source (Strategic Plan for the City of London 2015 – 2019) **Goals & Objectives**

- 1.7. Goals - The primary goal for the Special Events Council Policies and the Administrative Procedures is to create an “event friendly” atmosphere for the delivery of events in the City of London.
- 1.8. Objectives - The specific objectives are as follows:
  - a) Ensure all City interests are met to protect public assets and citizens of London;
  - b) Ensure that all Federal and Provincial laws and regulations and Municipal by-laws are observed;
  - c) To work closely with Tourism London in promoting London as the premiere place to hold Special Events;
  - d) Provide logistical assistance to Special Events operation on City of London property, streets and roadways;
  - e) Ensure that Special Event applications are treated fairly and in an equitable manner;
  - f) To establish contracts for the use of City of London property, streets and roadways, between the Special Event Operator and The Corporation of the City of London;
  - g) To seek advice through the Special Events Co-ordinating Committee on Special Events applications, as required, and conduct an annual review of the Special Events Policies.

## 2. Definitions

- 2.1. **Amplified Sound** - is any sound created by any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers intended for the production, reproduction or amplification of sound, including but not limited to a radio, television, amplifier, loud speaker, public address system, sound equipment.
- 2.2. **Crescendo** - means a passage gradually increasing in loudness or intensity
- 2.3. **Non-amplified Sound** - for purposes of this policy, when a Special Event or bandshell booking does not use sound equipment, other than a public address system to increase the volume of natural sound levels.
- 2.4. **Performance** - means an act or successive acts having a break of less than one hour between the acts, per stage. For greater clarity, this means there could be several performances per day (examples: multiple stages happening at one time in the park, and/or a break longer than an hour in duration at a specific stage).
- 2.5. **Special Event** - a one-time, annual, or infrequently occurring event on City of London property that is reserved for exclusive use, which raises the City's profile, supports its arts and culture agenda, and adds economic benefit to the City from a tourism perspective.

No Special Event may occur unless the City approves of the Special Event, and the Special Event Operator enters into a Facility Rental Contract for the use of the City facility.

The Special Event Operator must also comply with applicable legislation, including municipal By-laws (including the Zoning By-law, the Parks & Recreation Area By-law, and the Streets By-law). The City may require the applicant to comply with any or all of the sections in this Policy.

Special Events can include:

- 2.5.1. **Bandshell Rental** - Event Bandshell bookings (Harris Park, Springbank Gardens and Victoria Park) may be made for a variety of reasons that are for the enjoyment of the general public or a specific audience.
- 2.5.2. **March, Parade or Walk** - A one-off or recurring sporting, cultural or other type of march, parade, walk or run that does not utilize the City of London's properties as the start or finish of the event.
- 2.5.3. **Neighbourhood Park Event** - Information on how to book a Neighbourhood Park Event can be found at [City of London - Neighbourhood Event Booking](#).
- 2.5.4. **Neighbourhood Street Closure Event** - A Neighbourhood Street Closure Event, where members of a single street(s) congregate, either to observe an event of some importance or simply for mutual enjoyment. Members of the general public are not invited to attend.  
  
These events will not be permitted during the annual week-long Western Fair, annual orientation events and campus life events that are held at the University of Western Ontario, affiliated colleges and on campus at Fanshawe College, during the duration of Home Coming Activities or on Saint Patrick's Day.
- 2.5.5. **Signature Event** - A one-off sporting, cultural or other type of event that impacts the municipality or region and attracts a large number of international and domestic visitors and participants with a high global media profile with a substantial economic and business benefit for the host destination (Examples: World Figure Skating Championship, Sesquifest)

### 3. Applicability

#### Powers of the Managing Director

- 3.1. Administration – The administration of this Policy is assigned to the Managing Director, Parks & Recreation, or their written designate ("Managing Director").\*\* The Managing Director shall generally perform all of the administrative functions under this By-law, and without limitation may:
  - a) receive and process all applications for Special Events ;
  - b) issue approvals for Special Events in accordance with the provisions of this Policy and applicable By-laws;
  - c) impose terms and conditions on approvals in accordance with this Policy;
  - d) refuse to issue an approval, or revoke or suspend an approval, in accordance with this Policy.  
\*\*The Managing Director has designated the Manager of Special Events for the purpose of administering this Council Policy.
- 3.2. The approval of a Special Event along with entering into a Facility Rental Contract shall constitute authorization of the Managing Director for the purposes of the City of London's Parks & Recreation Area By-law.
- 3.3. The power and authority to refuse to issue an approval, to cancel, revoke or suspend an approval, to impose terms and conditions, including special

conditions, on an approval, or to exempt any person from all or part of this Policy are delegated to the Managing Director.

- 3.4. The Managing Director may refuse to issue an approval, or may revoke or suspend an approval, or impose a term or condition on an approval, on any one or more of the following grounds:
- a) the event endorses views and ideas that are likely to promote discrimination, contempt or hatred for any person or group on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability,
  - b) there is another event booked at the venue;
  - c) the event conflicts with the City's core values, vision or strategic goals or adversely impacts on the City's identity;
  - d) in the Managing Director's opinion, event participants and patrons have not been or will not be adequately safeguarded;
  - e) in the Managing Director's opinion, the security and protection of all venues have not been or will not be adequately safeguarded;
  - f) in the Managing Director's opinion, activities which are contrary to City policies or by-laws, or provincial or federal laws will be conducted or promoted;
  - g) all regulatory approvals have not been obtained (i.e. alcohol, lottery licence, etc.);
  - h) the application was not submitted in a timely manner, as determined by the Managing Director (with the minimum submission deadline being at least two weeks prior to the event);
  - i) the applicant or Special Event Operator does not have or will not provide evidence of required insurance;
  - j) the applicant or Special Event Operator does not have or will not provide evidence of any required liquor licence;
  - k) the applicant or Special Event Operator will not provide documentation or information as may be required in any other part of this Policy, or by the Manager of Special Events (including but not limited to event financial statements);
  - l) the conduct of the applicant, or any partner, officer, director, employee or agent of the applicant, affords reasonable cause to believe that the applicant will not carry on his or her business in accordance with the law or with honesty or integrity;
  - m) the applicant is carrying on activities that are contrary to the Special Events Policies, Special Events Administrative Procedures Manual or are in contravention of the Zoning By-law, Parks & Recreation Area By-law, "Streets By-law", "Boulevard Tree Protection By-law", or any other applicable law;
  - n) the applicant is carrying on activities that are contrary to the Special Events Policies, Special Events Administrative Procedures Manual or are in contravention of the Zoning By-law, Parks & Recreation Area By-law, Streets By-law, or any other applicable law;

- o) there are reasonable grounds to believe that an application or other documents provided to the Managing Director by or on behalf of the applicant contains a false statement;
  - p) any information contained in the original application form, or any other information provided to the Managing Director, has ceased to be accurate and the Special Event Operator has not provided up-to-date accurate information to the Managing Director to allow the Managing Director to conclude that the approval should continue;
  - q) an applicant or Special Event Operator does not meet, at any time, one or more of the requirements of the Special Events Policies, Special Events Administrative Procedures Manual, applicable By-law, or any conditions imposed on the approval;
  - r) the applicant or Special Event Operator is not in compliance with a federal or provincial law, or City By-law;
  - s) the applicant, Special Event Operator, or any partner, officer or director has been convicted of an offence, for which a pardon has not been granted, pursuant to any one or more of Parts V (Sexual Offences), VII (Offences Against Persons) or IX (Offences Against Property) of the Criminal Code of Canada, R.S.C. 1985, c. C-46, as amended, or any other criminal convictions in the preceding five (5) years;
  - t) the applicant or Special Event Operator has been convicted of any other criminal offence for which, in the opinion of the Managing Director, it would not be in the interest of public safety to issue an approval.
- 3.5. Notwithstanding any other provision of this Policy, the Managing Director may impose terms and conditions on any approval any time during the term of the approval, including special conditions, as are necessary in the opinion of the Managing Director to give effect to this Policy.
- 3.6. The City of London reserves the right to refuse to enter into a Facility Rental Contract with respect to any application for an event on the City of London property.

#### **4. The Policy**

##### **General Policies**

- 4.1. All legislation, by-laws and regulations must be adhered to by the Special Event Operator.
- 4.2. The Special Event Operator is required to adhere to all Special Events policies. In the interest of public safety, a zero tolerance policy is enforced for all Special Events. This means failure to comply with standards will result in ticketing and/or closure of event, including termination of the Facility Rental Contract.
- 4.3. The Special Event Operator is required to provide evidence of all necessary licenses/permits required to operate the event.
- 4.4. Major Special Events will be allocated a maximum of 40 combined support hours per event for electrical hook ups. The Special Event Operator will be billed for each hour of work thereafter at the appropriate rate. This policy does not apply to the Budweiser Gardens venue.
- 4.5. Solicitation of funds during Special Events is prohibited without written permission from the Parks & Recreation Department. Permission to collect donations may be granted for not-for-profit agencies, charities or events provided that evidence can be demonstrated that donations will be solicited on an unobtrusive, strictly voluntary basis.

4.6.

- a) If an event operates successfully and in compliance with the requirements of this Policy, the Special Event will be given priority consideration to reserve the use of the City of London property, streets, roadways, showmobile for the same date(s) and/or weekend the following year (however if there are extenuating circumstances, the City may be unable to provide such priority consideration).
- b) Occasionally an event is operated in proximity to a specific weekend or holiday. The City will attempt to honour these dates as a priority each year (for example an event that is held the weekend following Canada Day will have priority for that weekend the following year but the City does not guarantee the availability of any requested dates for subsequent years ).
- c) The City of London does not accept tentative bookings or hold facilities and any request must include a specific date and time frame to a maximum of three.

4.7.

- a) In the event a Special Event is sold or discontinued and a new Special Event Operator wants to purchase or revive the event, the property and date(s) are not automatically transferred to the new Special Event Operator. The new Special Event Operator must make a new application for the event. The City does not guarantee the availability of any requested dates for subsequent years.

The Special Events review process will take into consideration the new Special Event Operator's request to continue on the same date and location.

- b) In the event a Special Event is discontinued and the existing Special Event Operator wishes to operate a new event, the Operator must make a new application to the City for the proposed new event. The property and date(s) are not automatically transferred to the existing Operator. The Special Events Coordinating Committee will take into consideration the existing Special Event Operator's request to continue on the same date and location with a new Special Event; however, it will be treated as a new application.

4.8. Hot air balloons will not be allowed to launch from any City of London property adjacent to the City of London property used during a Special Event without the permission of the City of London and the Special Event Operator.

4.9. When having inflatables at a Special Event: The Operator must show copies/proof of the insurance and licenses (item a, b, c, d) from the inflatable provider to the City 7 days prior to their event.

- a) Evidence of \$5 million dollars in general liability insurance, including bodily injury and property damage. The coverage contains no exclusionary clauses with respect to the use of the devices(s) at the rental event and is valid throughout the date of the event.
- b) Copy of Ontario Amusement Device License which is valid throughout the date of the event.
- c) Copy of Ontario Amusement Device Permit (one permit per device) which is valid throughout the date of the event.
- d) Copy of Ontario Amusement Devices Mechanic Certificate, with an ADM-I Certification, issued under the Technical Standards and Safety Act, which is valid throughout the date of the event.

- e) Inflatable amusement devices will be installed by the Provider by a licensed mechanic or by a mechanic-in-training under the supervision of the licensed mechanic.
  - f) Supervision of inflatable amusement devices will be provided on site for each device operated, from set up until tear down by trained attendants provided by the Provider of the device.
  - g) All employees of the Provider are insured under Workplace Safety and Insurance board coverage.
  - h) It is understood and agreed the Facility or Park Supervisor has the right to shut down the inflatable device or the rental if compliance of any of the above conditions is not evident during the rental period.
- 4.10. The Special Event Operator is required to submit an Emergency Plan at least 10 days prior to their event. The emergency plan should identify potential risks and provide information on how the Operator will respond to those risks (e.g. severe weather and notification system and evacuation plan).
- 4.11. Special Events that feature performances on a bandshell or main stage should provide access and provide a designated wheelchair accessible area for viewing by patrons with a disability. (Special Events Administrative Procedures Manual - How to Plan Accessible Outdoor Events).
- 4.12. In order to mitigate the potential for aggressive behavioural issues that might arise at Special Events booked through the City of London, the London Police Service in conjunction with the Special Event Operator and the Managing Director may develop security strategies appropriate for the event. The Managing Director may require the Special Event Operator to hire paid duty uniformed police officers and/or licensed security personnel in numbers reflecting the risk level established in the event evaluation or as determined by the Managing Director.
- 4.13. Groups who intend to gather at the Cenotaph for a purpose and decorum consistent with the symbolism of the Cenotaph, and Council Policy, must notify the City of London, City Clerk's Office, by letter, no later than two weeks in advance of the Special Event.
- 4.14. No person shall carry on retail sales within the vicinity of the Cenotaph, more particularly described as the portion of the northerly half of the road allowance for Dufferin Avenue lying 30 meter west of the centre line of the road allowance for Wellington Street and that portion of the westerly half of the road allowance for Wellington Street lying 30 meters north of the centre line of the road allowance for Dufferin Avenue. (City of London Bylaw S-1).
- 4.15. In order to reduce the environmental impacts of balloon releases into the atmosphere: the release of mylar balloons at permitted events hosted on City properties (parklands, parking lots, streets) is not permitted. The release of latex balloons only if they have biodegradable attachments or closures is permitted.

#### **City of London Restrictions on Use of Certain Parks**

- 4.16. Only Neighbourhood Association/Community Associations will be permitted to use Neighbourhood Parks (as defined in the City's Planning Division, Parks Planning List of Park Class) for Special Events.
- 4.17. McKillop Park: Events in McKillop Park associated with the Cancer Survivor Garden, must obtain written approval from the London Home Builders Association. Such events must be open to the public, must allow for entry and access without cost, and must be approved by the Managing Director. The individual, group or association must enter into the Facility Rental Contract for such events and will be required to provide the required insurance coverage and fees for those events.

4.18. Queens Park: Only the Western Fair Association can rent Queens Park.

Any additional amenities, garbage bins, picnic tables required for the site will be requested by the Western Fair on behalf of the event and charged to the Special Event Operator. Any additional permitting, SOP's, exemptions, tent permits, etc., would still be the responsibility of the Operator.

The Western Fair will provide the City of London a courtesy communication to keep them informed on what is occurring.

4.19. Peace Garden: Rental of the Peace Garden will be limited to events associated with Tolpuddle, and/or the First Nations Community.

### **Policies for the Use of Victoria Park**

In order to minimize site impacts in Victoria Park due to Special Events, the following policies are adopted and must be implemented by the Special Event Operator:

4.20. Victoria Park will be limited to nine major Special Events with produced amplified concerts per year between June 1st and Labour Day in September.

4.21. An Event Site Plan will be developed in conjunction with each Special Event Operator to develop plans that optimize concession placement and minimize site impacts associated with tree and turf health.

4.22. Alcoholic beverages may be allowed in Victoria Park under the following conditions:

- a) The Special Event Operator will work with staff to identify preapproved locations for the beer garden(s) in the park.
- b) The Operator will work with City staff to incorporate an unobstructed unlicensed viewing area representing a minimum of 25% of the unobstructed viewing area for all ages, including accessible viewing and emergency response.
- c) Any beer garden inside the park must be all ages unless a restriction has been placed on the permit by the Registrar of Alcohol and Gaming.
- d) There is a limit of a total of 1,440 m<sup>2</sup> of licensed area inside the park, how the square meters is divided up is at the discretion of the Operator in consultation with the City.
- e) The Operator must apply for a liquor license and comply with all the Alcohol and Gaming Commission regulations.
- f) Compliance with the City of London's Alcohol Policy
- g) Having a beer tent in the park does not preclude the Special Event Operator from having one on the road.
- h) All orders for liquor must be served before 10:45 pm (11:45 pm for New Year's Eve). All liquor must be cleared by 11:30 pm (12:30 am for New Year's Eve). This includes the clearing of all glasses and bottles off the tables.

4.23. In order for the park to rejuvenate, the City of London will strive to allow 10 days between each major event in Victoria Park.

4.24. Parking of cars, trucks, food stock trailers, or sleeping quarters are not allowed in Victoria Park.

4.25. All vehicular traffic must cease within Victoria Park one hour before start of any part of the event. (E.g. sale by vendors, opening of exhibits, etc.) Any vehicles in Victoria Park without permission/permit from the Manager of Special Events or

designate will be towed from Victoria Park at the owners risk and expense. The Special Event Operator will be subject to a \$50 per vehicle administration fee for each vehicle towed or vehicles left parked in the park at the start of an event, and owners or drivers of the vehicles may be subject to a ticket from Parking Enforcement.

- 4.26. No mechanical or electrical rides will be permitted on the grass; ONLY inflatables or games may be permitted.

Vehicle and trailers associated with amusement devices/inflatables will not be permitted inside the park (must be parked on the road or in parking lot).

### **Policies for the Use of Springbank and Harris Park**

- 4.27. Springbank Park:

- a) No events may be staged in Springbank Park from June 1st to Labour Day. Springbank Park may not be used as the start/finish of a walk/run/wheel/roll-a-thon route from June 1st to Labour Day, however it may still be used as part of the walk/run/wheel/roll-a-thon route during this time.
- b) Will be limited to five non-amplified concerts per year (not more than two hours in length) and they will not occur on consecutive weekends. Non-amplified Sound: for purposes of this policy, when a Special Event or bandshell booking does not use sound equipment, other than a public address system to increase the volume of natural sound levels.
- c) No amplified concerts are allowed in Springbank Park (with the exception of Storybook Gardens).
- d) Non-amplified sound for a Special Event will not start before 9 a.m.
- e) Alcoholic beverages are not allowed in the park for any event.

- 4.28. Springbank Gardens Site:

- a) All events with sound and/or pre-recorded sound will not exceed a sound decibel pressure 70 decibels beyond 30m (100 feet) from the stage. The decibel level within the 30m zone, shall be at the discretion of the Special Event Operator, however sound equipment and speaker placement should be designed such that the 70 decibel level is not exceeded at the 30m (100 feet) limit.
- b) Sound and pre-recorded sound shall not start before 9:00 a.m. and shall end by 11:00 p.m.
- c) The Corporation of the City of London staff will monitor and document the decibel levels with a decibel sound meter once every ½ hour during the event. Non-compliance could result in cancellation of future events held by that Special Event Operator.

- 4.29. Harris Park:

- a) Will be limited to 5 major Special Events (4 consecutive days in length) totaling no more than 12 days combined of amplified concerts per year. (Example: 24 hour relay, event #1, 1 concert day; Canada Day, event #2, 3 concert days; Rock the Park event #3, 3 concert days with 5 days remaining).
- b) Harris Park may be used for a gated event only under the criteria as set out in Section 12 of this Policy.

- c) The Type of Use of the Harris Park Pavilion must be approved prior to the event by the Manager of Special Events.

### **Insurance, Indemnity & Financial Security**

4.30.

- a) The Special Event Operator must maintain public liability insurance of no less than \$5,000,000. Evidence of this insurance is only acceptable on The Corporation of the City of London Certificate of Insurance form. Evidence of insurance must be provided to the Special Events Manager or designate no less than 10 days prior to the event. The Special Event Operator shall indemnify and hold The Corporation of the City London, the London Police Services Board and the Middlesex-London Health Unit harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions by the above-named, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use and/or operation on City property in connection with the Special Event.

An amount between \$5 million and \$2 million may be permitted at the sole discretion of the Special Events Manager or designate in consultation with the Manager of Risk Management.

The Corporation of the City of London reserves the right solely at its discretion to set higher insurance limits. This may be required depending on the type of activity planned during the event (e.g. Fireworks displays, amusement rides, sale of alcoholic beverages).

- b) The Special Event Operator may be required to post a security bond 60 days prior to the event. The amount of the security bond will reflect the size and scope of the event and/or the performance of the Special Event Operator in making timely payments in past events.
- c) Any Special Event Operator using the City of London property may be required to submit an audited event statement.

### **Sound Policy**

4.31. The sound for Special Events will be limited to the hours of 9:00 a.m. to 11:00 p.m. allowing for a fifteen minute grace period to end at 11:15 p.m.

*Exemption:*

- a) *New Year's Eve Event will be limited to the hours of 9:00 a.m. – 12:00 midnight*
- b) *New Year's Eve Event in Victoria Park is exempt from subsections 11.1(a), and 11.2 of the Special Events Policies with respect to posting security for noise violations and with respect to exceeding decibel levels*
- c) *Announcements for the gathering of participants, on your mark, get set go and the singing of the national anthem at sporting events (note sound level not to exceed 90 db between 8:00 am –9:00 am). All other sound (i.e.: music could not begin until 9:00 am)*
- d) *Sound on March 14, 15, 16, 17, 2019 from the outdoor stage at Budweiser Gardens Parking Lot during 2019 JUNO Week will be limited to the hours of 9:00 a.m. to 2:00 a.m. of the following day*

4.32.

- a) All Operators of Special Events having sound will be required to post \$500 security (cash or letter of credit). If there are no noise violations during the Special Event, the security will be returned. However, if there are noise violations during the Special Event (as determined solely by the City), the security will be forfeited.
- b) If sound arising from a Special Event does not comply with the Special Events Policy, the provisions of the City of London's Sound By-law apply, and any person failing to comply with the Sound By-law shall be subject to By-law prosecution.

4.33. All concerts shall not exceed a sound pressure 90 decibels beyond 30m (100 feet) from the front edge of the stage, with the allowance for a maximum of 5 crescendos, per performance. The decibel level within the 30m zone, shall be at the discretion of the Special Event Operator, however sound equipment and speaker placement should be designed such that the 90 decibel is not exceeded at the 30m limit, with the allowance for a maximum of 5 crescendos, per performance.

4.34. The Corporation of the City of London staff may monitor and document the decibel levels with a decibel sound meter at least once every ½ hour during the concert. Non-compliance could result in cancellation of future events held by that Special Event Operator and forfeiture of the security (cash or letter of credit).

4.35. Labatt Park: Will not be used for amplified concerts.

4.36. Harris Park:

- a) Will be limited to 5 major Special Events (4 consecutive days in length) totalling no more than 12 days combined of amplified concerts per year.
- b) To limit sound carrying along the river, staging of all amplified concerts will be directed to set-up at the north end of the park with staging facing to the south.
- c) No sound from the Special Event shall project straight out over the crowd and park property. Special Events staff reserves the right to order adjustments to speakers.

4.37. Victoria Park:

- a) Will be limited to nine Special Events with produced amplified concerts between June 1st and Labour Day in September.

4.38. Springbank Park:

- a) Will be limited to five non-amplified concerts per year (not more than two hours in length) and they will not occur on consecutive weekends.
- b) Non-amplified sound for a Special Event shall not start before 9:00 a.m.
- c) No amplified concerts will be allowed in Springbank Park (with the exception of Storybook Gardens).

See section 10.2 for sound provisions for Springbank Gardens.

4.39. At the Managing Director's discretion, the Special Event Operator may be required to do a mail-out to surrounding neighbours. The mail-out would include the following information:

- a) a contact name and telephone number that the public can reach during each event so that the Operators can immediately address any neighbourhood concerns;
- b) a synopsis of the history, purpose and not-for-profit/charitable and economic benefits of the event.

4.40. The Manager of Special Events, or written delegate, is authorized to extend the hours of amplified sound for Special Events beyond 11:00 p.m., to a maximum extension of 45 minutes, if one or more of the following has caused a delay to the start of the performances:

- a) a rain delay occurs on the day of the Special Event;
- b) a power failure delay occurs on the day of the Special Event;
- c) other uncontrollable circumstances (evaluated on a case by case basis) occur on the day of the Special Event

Any extension granted shall not go beyond 45 minutes, on any single night, or cumulative throughout a single festival.

### **Admission Policy**

4.41. Admission charges are permitted for the following:

- a) Amusement rides and carnival games;
- b) One entertainment tent no larger than 60 ft. x 100 ft. (20m x 30m) when in conjunction with a major Special Event involving a registered local charity/not for profit organization.

4.42. An admission or gate fee may be charged for a Special Event at Harris Park only under the following criteria:

- a) An admission/gate fee will only be considered for local registered charities or not-for-profit groups or organizations;
- b) A business plan may be required to be submitted demonstrating why admission/gate fee charge is required to support their event;
- c) A financial report must be submitted to The Corporation of the City of London, Special Events Manager, within 60 days after the event;
- d) Any event that is permitted to charge an admission/gate fee will not receive any direct financial assistance from The Corporation of the City of London;
- e) The Special Event Operator must maintain free access at all times to a portion of the park used for events;
- f) The Special Event Operator must maintain, at all times during the event, unrestricted and unimpeded public access to all public pathways and bike paths that runs through the City of London parks;
- g) The Special Event Operator must ensure that some components of the event are open to the public free of charges at all times during the event and that these free components reflect the nature of the event and site consideration, all to the satisfaction of the Managing Director of Parks & Recreation.

4.43. Sale of tickets to a Special Event or concert held on the City of London properties must be through a bonded ticket agent (e.g. Centennial Hall Box Office, TicketMaster, and Children's Festival Box Office).

## **Policy for Street Closure and Bagging of Meters**

- 4.44. Applicants requesting a temporary street (meaning any part of the municipal road allowance) closure, for any Special Event, must complete the “Request for Temporary Street Closure” form. The City of London Road Closure form can be found on the City of London website at: [City of London - Planning Your Special Event](#).

4.45.

- a) The Parks & Recreation Service Area, Manager of Special Events, is the principal contact to be used by the applicant for a Special Event Temporary Street Closure. They will initiate the process to approve a Temporary Street Closure via the Environmental Programs and Customer Relations Division, City Hall.
- b) The City Engineer may temporarily close to vehicular traffic any street or portion of a street for a period of not more than 7 consecutive days for social, recreation, community, athletic, or cinematographic purposes, or combination of such purposes (by-law S.7.1.1) and can only be done by the City Engineer or designate.
- c) Where a street or portion of a street has been temporarily closed under the Streets By-law the common law right of passage by the public over the street and the common law right of access to the street by an owner of land abutting the street are restricted, as determined by the City Engineer Streets By-law S.7.1.2.

4.46. To request a temporary street closure, the applicant will be asked to submit a petition signed and approved by:

- a) 66% of the residents, and/or by 66% of the business owners, and/or by 66% of the property owners on the street(s) or blocks(s) proposed to be closed; and/or
- b) 66% of the residents, and/or by 66% of the business owners, and/or by 66% or the property owners located in adjacent blocks that may be affected by the temporary street closure.

The decision whether the residents, business owners or property owners are to be petitioned for the road closure and whether the petition is considered successful will lay solely with the Manager of Customer Relations and Compliance with input from the Manager of Special Events . In the event that the road closure spans more than one block, each block must be petitioned separately unless otherwise approved by the Manager, Zoning and Public Property Compliance.

4.47. The applicant will be required to submit a site plan, prepared to scale, showing the road closure. The site plan will indicate the required 6 metre (20 feet) accessible lane for the Fire, Police and emergency vehicles. This lane will remain unobstructed during the event unless otherwise agreed upon by Fire Prevention and the Police Department. – Field Services Division. The site plan shall indicate what will be located on the road (amusement rides, stages, booths, etc.) and must be shown to scale. Sign off approval of the plan will be required from Fire Prevention, Police Department – Field Services Division and the Manager, Zoning and Public Property Compliance prior to set up of the event. The site plan should be available to the area residents/owners who are required to sign the road closure compliance form.

4.48. Special Event Operators requesting the closure of any section of Dufferin Ave. (Waterloo to Richmond) will not be permitted to close the road prior to 9 a.m. on set-up day (extenuating circumstances may be granted by the Manager of Special Events or designate.

4.49. The approval is contingent upon ensuring adequate signage and barricades and providing adequate emergency access at all times to the satisfaction of the Fire Department, the Police, the Emergency (Ambulance) Services, and the City Engineer or designate. Additional permits may be required from the Building Division, City Hall, for erecting tents, booths, etc., within the road allowance

4.50. Where parking meters exist within the portion of the street being closed there will be an additional fee that the event holder will pay the appropriate fee per day per

space. – a “Meter Bagging Request” form will be filled out by administration. These meters are to be allocated to food vendors first. Exception: Major Special Events which operate for a period of more than one but less than six days and which produce attendance in excess of 5,000 persons for each day of the event may apply to be exempt from the meter bagging charges at Victoria Park.

- 4.51. In the case of a Business Association or similar organization making application on behalf of its members, the association will not be required to submit a petition as provided in sections 13.3 (a) and 13.3 ((b) above unless the area being requested for closure is outside or partially outside of the boundaries of the organization.
- 4.52. In order to close the entrance and egress to Centennial Hall, the Special Event Operator must secure a letter of support from both Centennial Hall and London Life.
- 4.53. Street closures will not be allowed on Central Avenue (between Richmond Street to the west and Wellington Street to the east) for the use of midways/amusement rides/or carnivals.
- 4.54. The Special Event Operator, or designate, must be present on the site during the entire duration of the street closure and have a signed copy of the approved site plan with them.
- 4.55. Possession and/or consumption of alcoholic beverages on the closed portion of the street are prohibited unless it is authorized by the issuance of a Special Occasion Permit by the Alcohol & Gaming Commission of Ontario.
- 4.56. The Special Event Operators are encouraged to approach parking lot Operators, located downtown, to provide assistance for parking during Special Events.
- 4.57. The Special Event Operators are encouraged to advertise parking locations in the vicinity of the event.
- 4.58. Event organizations requesting the closure of Talbot Street between Dundas St. and King St. will not be permitted to close the road prior to 9 a.m. on set-up day (extenuating circumstances may be granted by the Manager of Special Events or designate).
- 4.59. A Special Event Operator will be required to purchase signage decals from the City of London to advertise their street closure. The street closure should be advertised at least two weeks in advance of the Special Event unless otherwise approved by the Manager Relations and Compliance.

### **Neighbourhood Street Closure Event**

The Neighbourhood Street Closure Event Application Form can be found on the City’s website at: [City of London - Planning Your Special Event](#).

All Street Closings must be in conformance with the requirements outlined in the Policy for Street Closure and Bagging of Meters of the Special Events Policies.

- 4.60. The Neighbourhood Street Closure Event Operator/organization must maintain public liability insurance of no less than \$5,000,000. Evidence of this insurance is only acceptable on The Corporation of the City of London Certificate of Insurance, evidence of insurance must be provided to the Manager of Special Events or designate no less than 10 days prior to the event. The Special Event Operator shall indemnify and hold The Corporation of the City of London, the London Police Services Board and the Middlesex-London Health Unit harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions by the above-named, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use and/or operation on

City property in connection with the Special Event. A blank copy of the certificate can be obtained at the City of London website:

[City of London - Insurance Certificates.](#)

- 4.61. Fee - An administration fee will be applied to each contract.
- 4.62. No person shall have or consume liquor in contravention of the Liquor Licence Act, nor be in an intoxicated condition in contravention of the Liquor Licence Act. It is fully understood that by allowing the closing of this road, no approval is given for the consumption of alcoholic beverages contrary to that Act, or being in an intoxicated condition in contravention of that Act. If alcohol is being served at the event the Operator must apply for a liquor license and comply with all the Alcohol and Gaming Commission regulations and comply with the City of London's Alcohol Policy.
- 4.63. Should an emergency arise, the Special Event Operator will ensure clear access for emergency vehicles. All street party activities will cease and resume only when the emergency has been resolved.
- 4.64. Barricades are to be removed at the completion of the street party (as per the contractual agreement) and normal access to your street is to be restored without delay.
- 4.65. The Special Event Operator will ensure that all affected residents will receive advance notification of the temporary street closure so that alternative access arrangements can be made for essential deliveries and/or visits i.e. scheduled medical house calls, etc.
- 4.66. No tents, awnings, or other similar structures shall be installed, or located on the traveling portion of any public roadway, or on any private roadway/laneway serving a multi-unit development that is designated and posted as a Fire Access Route. Immediate access must be provided upon demand to all emergency vehicles. Should the Special Event Operator wish to erect such a structure on private property. Please note the following:
  - a) The Special Event Operator must apply for a tent permit through the Building Division of The Corporation of the City of London at least 10 days prior to the event. If it is a previously approved situation, the minimum lead time is 48 hrs. for a permit. When the tent exceeds 60m<sup>2</sup> (645 sq. ft.), where bleachers are provided in tents they will also need an approval for compliance with the Ontario Building Code. Engineered designs are required to be submitted for all bleachers.
  - b) If the following size tent is standing alone they do not require a building permit: 10'x10', 15'x15', 10'x20', 10'x 30', 20'x20', and 20'x30'. If the Special Event Operator is grouping any of these tents together, the total square footage will require a building permit if it exceeds 645 sq. ft. or a space of 10 ft. must be left prior to the starting the next cluster. A permit is required when an individual tent exceeds 60m<sup>2</sup> (645 sq.). Please Note: While the code requires a 3m clearance between tents, it may be reduced at the discretion of the Chief Building Official; however, one would need to prove to the Chief Building Official that there is no hazard created to the public.
- 4.67. Fire Safety Plan: A Fire Safety Plan is required for tents in excess of 30m<sup>2</sup> (320 Sq. Ft.) This plan must address the foregoing and be posted in a conspicuous location. The Fire Prevention office will provide a generic safety plan form, appropriate to tent structure for your convenience. Fire Safety Plans shall be approved prior to the event by the London Fire Department.

Portable Fire Extinguishers: Portable fire extinguishers (2A-10BC rating) are required. They must be mounted in conspicuous and easily accessible locations, near exits and cooking areas. Fire extinguishers must have a tag indicating that it

was serviced by a qualified company within the past 12 months. Further, all fire extinguishers provided must be appropriate for the hazard, deep frying activities require an appropriate class K type that has been serviced in the past 12 months.

**Exit Signs:** Exit signs are required for each designated exit. Commercially available card type signs are acceptable. **Emergency Lighting:** Emergency lighting must be provided for any functions being held at night. This lighting must be located so as to provide illumination at all exits and access to exits in the event of a power failure.

**Fire Watch:** Where a fire alarm system is not provided in conformance with the Fire Code, a person will be employed for fire watch duty to patrol the area to ensure the means of egress are kept clearly and to enforce the requirements of the Fire Safety Plan.

**Smoking and Open Flame:** Smoking and the use of open flame devices is not permitted unless approved by Chief Fire Official.

- 4.68. Consideration should be given to not closing too many streets in one area, and that main arterial and collector roads not be closed without further consultation with the Fire Department.
- 4.69. The discharging of unauthorized fireworks and pyrotechnics is in violation of City By-law and, dependent on the type of effect being discharged, could also be in contravention of the Ontario Fire Code. Any applicants proposing this are to consult directly with the Fire Prevention Division at 519.661.2489 x 5222. The discharge of fireworks without prior approval of the Fire Department is strictly prohibited.
- 4.70. The Noise Policy as outlined in Section 11 of the Special Events Policies will apply to the neighbourhood street closure event.
- 4.71. Middlesex Health Unit

All Operators of a Special Event at which food is prepared, served, provided and/or offered to the public, must comply with the following requirements:

- a) Contact the Special Events Coordinator of the Middlesex-London Health Unit and notify them of the date of the event and the expected number of food vendors that will be attending.
- b) Provide the Special Events Coordinator of the Middlesex-London Health Unit with a final list of food vendors at least two (2) weeks prior to the event.

All food vendors involved in any charitable and/or commercial functions at which food is prepared, served, provided and/or offered to the public, must:

Contact the Special Events Coordinator of the Middlesex-London Health Unit

Middlesex-London Health Unit  
Environmental Health Division  
50 King Street Email: [health@mlhu.on.ca](mailto:health@mlhu.on.ca)  
London, Ontario, N6A 5L7 Website: [www.healthunit.com](http://www.healthunit.com)  
519 663-5317 Ext. 2300 Fax: 519 663-9276

### **Budweiser Gardens/Jubilee Square**

The following policies, in conjunction with the other policies in this Policy, will apply for the use of the Budweiser Gardens Special Events Area (King St. Parking Lot) and Jubilee Square.

4.72.

- a) A letter of support from the management of the Budweiser Gardens confirming the event dates and times is required.
- b) The property rental fee will be waived when an event requires both the inside Budweiser Gardens and outside of the Budweiser Gardens Special Event Area (King St. Parking Lot) and Jubilee Square as part of the event site. The Operator may be required to provide a Certificate of Insurance and enter into a contract with the City of London at no charge.
- c) If an event inside the Budweiser Gardens requires additional spaces for parking they will be subject to the municipal lot fees unless approved/waived by the Division Manager of Parking & Traffic Signals or designate.
- d) All electrical hook-ups will be performed by the Budweiser Gardens staff and charged to the Special Event Operator.
- e) The Special Event's Admission Policy does not apply to the Budweiser Gardens Special Events Area (King St. Parking Lot).
- f) If Talbot Street is rented/closed for an event the City of London will not book another event in the adjacent Jubilee Square.