

Town of Truro – Policy & Procedure Manual

Subject: Special Events on Town Owned Property Policy
Policy Number: P100-025
Approval Date: November 6, 2017
Departments: All Departments

1.0 OBJECTIVE

The Town of Truro recognizes that public spaces significantly contribute to a community's sense of place and are important for public celebration. Events are an integral part of creating a vibrant and diverse place.

This is intended to be a comprehensive document which outlines the policies and procedures a Special Event Organizer (the "Organizer") is to follow in order to receive approval by the Town of Truro for a Special Event to be held on Town Owned Lands.

This policy is intended to ensure consistency, convenience and safety of the Organizer and patrons alike. All efforts have been made to ensure the information contained herein was correct at the date of publication; however, no representations or warranties, expressed or implied, are made as to the accuracy of information contained herein. Notwithstanding the legislation, regulations, policies, procedures and Municipal By-Laws addressed in the appropriate sections, the Organizer is reminded that he/she is responsible for compliance with all applicable Federal, Provincial and Municipal legislation and regulations.

2.0 SPECIAL EVENT

- 2.1 A Special Event Application is required when any **one** of the following applies:
- a) an event is held in a Town park or any other Town owned property and attendance is expected to exceed 200 people and/or requires a Special Occasion Liquor License.
 - b) any event intended to be semi-private, but is accessible to the general public via a ticket, admission fee, or similar.
 - c) events that impact traffic flows and/or could result in road closures; or
 - d) any event where public safety may be an issue.
- 2.2 For any other events, in which the above does not apply, but are to be held on Town owned property, the Organizer must contact Town of Truro, Parks, Recreation and Culture Department to book the space and to enter into an Agreement for Use.

3.0 COMMUNITY SPACE RENTALS

- 3.1 Green Spaces designated for community space rental are made available to individuals and groups whose primary purpose is the promotion of cultural, educational and community activities.
- 3.2 Community and commercial use may be permitted when the facilities are not required for the service or administrative functions of the Town of Truro.
- 3.3 Priority for the use of these facilities is as follows:
- a) Town of Truro Events and Programs, co-sponsored programs and other Town of Truro purposes;
 - b) Town of Truro related groups;
 - c) non-profit community groups and organizations;
 - d) others, e.g. commercial groups; and
 - e) birthday parties, receptions, weddings, and similar social events.
- 3.4 Weddings, wedding receptions, birthday parties, and similar social events will not be permitted in the Civic Square.

4.0 EVENT RESTRICTIONS

- 4.1 The Town of Truro will not accept Special Event Applications for any group or organization that endorses views or ideas that promote discrimination, contempt or hatred. The purposes, practices and event proposals of the Organizer must be consistent with the Nova Scotia Human Rights Act.
- 4.2 The Town of Truro reserves the right to deny or cancel a booking when it reasonably believes:
- a) use by any individual or group will be for the purpose that is likely to promote, or would have the effect of promoting discrimination, contempt, or hatred for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed (religion), age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union or staff association, receipt of public assistance, level of literacy or any other similar factor;
 - b) activities that exclude persons from participation or the enjoyment of the event based on race, national or ethnic origin, citizenship, religion, gender, marital status, family status, sexual orientation, disability, political affiliation, or similar;
 - c) events that conflict with the Town of Truro's values or that are deemed to impact negatively on the Town's image and identity;
 - d) use by any individual or group will be for the purpose or action that is contrary to the law or any of the Town of Truro's policies, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct.

- e) there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application.
- 4.3 The Town of Truro requires potential users of Community Space Rentals to confirm that they will not be conducting any business or activity that are in violation of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Nova Scotia Human Rights Act.

5.0 APPLICATION FOR SPECIAL EVENTS

- 5.1 The Organizer must complete a Special Events Application Form a minimum of forty five (45) days prior to the event, and a maximum of ninety (90) days prior to the event. Any requests for variance to this timeline will be reviewed and considered based on the site/event specific guidelines.
- 5.2 A Special Events Application is to be submitted via one of the following:

Email:

recdept@truro.ca

Drop off or mail to the following location:

Town of Truro, Parks, Recreation and Culture Department
ATTN: Special Events Coordinator
40 Douglas Street
Truro, NS B2N 2E7

Fax:

(902) 893-6099

- 5.3 Town of Truro Staff will review the application and provide assistance to the Organizer in meeting all policy requirements. If the event is approved, an Agreement for Use or a Special Event Contract will be entered into with the Organizer.
- 5.4 No event should be promoted or advertised without receiving approval from the Town of Truro.
- 5.5 The Town of Truro may, at any time, cancel the Agreement for Use or Special Event Contract for reasons of non-compliance with these regulations and/or in the interest of public safety. The Town of Truro will not provide a refund or be responsible for any costs incurred by the Organizer resulting from the Town cancelling the event if the Organizer is non-compliant.

6.0 GENERAL POLICIES AND PROCEDURES

- 6.1 All applications are reviewed based on their compatibility with the Town of Truro's objectives for events and the suitability of the site requested. The

- proposed event and venue for each application is reviewed by the Town of Truro and alternate locations may be suggested. While a specific site may be requested, it is not guaranteed, and all events are subject to alternative venue changes, at the discretion of the Town of Truro.
- 6.2 The Town of Truro will review all proposals and applications and best match the event to an appropriate venue. The goal is to manage the pressure on some higher use venues in order to prevent damage, minimize neighborhood disruption, and distribute events across multiple venues.
 - 6.3 Those events which best provide a direct benefit to the community will be given priority over those commercial events focused on special interest.
 - 6.4 The Town of Truro reserves the right to refuse the use of any town owned property for any event or use, for any reason deemed applicable by the Town of Truro.
 - 6.5 The Organizer shall adhere to the policies contained herein. Non-compliance with the policies may result in event cancellation or closure of an event. The Organizer may also be prohibited from holding future events.
 - 6.6 The Organizer shall pay all fees related to the Agreement for Use and/or Special Events Contract and services a minimum of ten (10) business days prior to the event.
 - 6.7 Proof of all necessary permits, proof of insurance and licenses is required to be submitted a minimum of ten (10) business days prior to the Special Event.
 - 6.8 A list of vendors is to be provided to the Town of Truro no later than ten (10) days prior to the event for approval. Only those vendors who hold valid Street Vendors Permit from the Town of Truro will be allowed to operate on Town property. All vendors must have proof of this permit on-site during the event.
 - 6.9 The Organizer shall follow recycling programs and procedures during the event and its subsequent clean up.
 - 6.10 A viewing area and appropriate access shall be provided for persons with disabilities.
 - 6.11 Animals and pets may or may not be permitted on the site depending on the nature of the event. If animals are permitted, the Animal Control Regulations shall be adhered to.
 - 6.12 The Organizer must comply with all applicable federal, provincial and municipal laws in relation to the Event.

7.0 INSURANCE REQUIREMENTS

The Organizer must be financially responsible for and maintain for all operations associated with the event:

7.1 Commercial General Liability Insurance with limits of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive per occurrence for bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile and volunteers are to be added as an insured and shall contain a cross liability severability of insured clause. The policy must name the Organizer as the Named Insured and must name the Town of Truro as an additional insured.

7.2 The Town of Truro reserves the right to reasonably request additional insurance as deemed required.

7.3 Fireworks/Pyrotechnics

If fireworks or pyrotechnics are to be used in the event, all of the same terms and conditions of insurance shall apply and, in addition, the insurance certificate must include fireworks or pyrotechnics as an insured activity and the limits of the Commercial General Liability Insurance Policy must be increased to not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence.

7.4 Liquor

If liquor is to be served at the event, all of the same terms and conditions of insurance shall apply and, in addition, the insurance certificate must include Host Liquor Liability and the limits of the General Liability Insurance Policy must be increased to not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.

7.5 Notice of Cancellation

All policies shall be endorsed to provide the Town of Truro with not less than 30 days' written notice of cancellation.

7.6 Certificate of Insurance

A minimum of ten (10) business days prior to the event, the Organizer shall promptly provide the Town of Truro with a certificate of insurance confirming that all insurance requirements under Section 7.1, 7.2, 7.3 and 7.4 have been met.

7.7 General Conditions

- a) all applicable deductibles under the above required insurance policies are at the sole expense of the Applicant;
- b) all policies shall apply as primary and not as excess of any insurance available to the Town of Truro.

8.0 **SITE PLAN**

- 8.1 The Organizer is liable for all fees and charges related to the event, including but not limited to any licensing, or associated fees. This may also include, but is not limited to the Application Fee (as per the Event Fee Schedule attached to the Special Events Application and Schedule A of the Policy)
- 8.2 There may be additional fees for any of the following provided by the Town of Truro:
- a) any property and equipment rental fees;
 - b) any labour and staffing costs;
 - c) any municipal and provincial permit costs;
 - d) any required fencing (snow fencing, street barricades, etc.);
 - e) any utility consumption costs (water, electrical, etc.);
 - f) any costs associated with road closures;
 - g) any costs related to clean up and/or site restoration;
 - h) any costs related to security;
 - i) any turf recovery;
 - j) any required advertisement costs (use of public property, road closure, etc.);
 - k) any advance deposit (if required).
- 8.3 The Town reserves the right to bill the Organizers for any fees incurred by the Town of Truro in connection with the event.

9.0 **SITE PLAN**

- 9.1 A detailed Site Plan must be included and submitted with a Special Events Application. The Site Plan must show the following items if applicable:
- a) Location of all Tents, include dimensions of each.
 - b) Access and Exit points, include widths of openings.
 - c) Alcohol and Food Service Locations.
 - d) Licensed Areas and Non-Licensed Areas, include dimensions of each.
 - e) Fencing and Barricades, include height of fencing.
 - f) Staging or sound areas, include size of staging.
 - g) Vendor Areas (Including Food Trucks).
 - h) Portable Washrooms (Include # of proposed portable washrooms).
 - i) Signage.
 - j) Access and Exit points, including emergency exits.
 - k) Road/Street Closures.
 - l) Parking and Designated Taxi Areas.
 - m) Additional structures (tables, chairs, displays, electrical or sound equipment, generators, etc.).

10.0 BUILDING POLICIES AND PROCEDURE

- 10.1 All temporary structures (i.e. tents, booths, stage, fencing, etc.) shall comply with all applicable Municipal regulations and by-laws and are subject to inspection.
- 10.2 Fees for applicable permits, plans examination and structure inspections shall be the sole responsibility of the Organizer.
- 10.3 Capacity of tents and outdoor sites shall be determined by the Truro Fire Service and Building Inspector.

11.0 Street Closures

- 11.1 The Town Engineer will determine the requirements for temporary road closures and/or parking restrictions. A request for a street closure does not guarantee approval.
- 11.2 If a street closure is required, the Organizer may be required to provide a Traffic Control Plan at least ten (10) business days prior to the event. The Traffic Control Plan must be approved by the Town of Truro prior to the event taking place.
- 11.3 All Traffic Control Plans must be completed and produced by an approved Traffic Control Company. The Town of Truro may require that the street closure be advertised in the local newspaper and on the Town's website prior to the event. The Town may also require consultation with property owners affected (as reasonably determined by the Town).
- 11.4 The Organizer will be solely responsible for all fees for any advertisements of the road closure, or services provided by the Town of Truro in association with the road closures and/or parking restrictions.

12.0 SITE CLEAN UP AND RESTORATION

- 12.1 The Organizer is responsible for the clean-up of the site and removal of all garbage, refuse and debris by a time as determined by the Town of Truro. Any hazardous materials shall be removed promptly upon completion of the Special Event in accordance with all applicable regulations.
- 12.2 The Organizer shall be solely responsible for any and all costs associated with turf and site restoration. Restoration work to commence immediately following the event. Hazards must be corrected immediately.
- 12.3 The Organizer shall provide the specified number of garbage cans at the site as determined by the Town of Truro, and dispose of all debris, as required, during and immediately at the end of the event.

13.0 NOISE CONTROL

This policy is subject to approval based on site/event specific guidelines. However, the amplification of sound for Special Events will be limited to the hours of 9 a.m. to 11 p.m. unless a request in writing is made for a variance. Any requests for variance will be reviewed and considered based on the site/event specific guidelines.

14.0 VENDOR POLICIES AND PROCEDURES

- 14.1 All vendors shall obtain a Street Vendors Permit from the Town of Truro to vend at a Special Event.
- 14.2 Anyone providing food services to the public requires a Provincial Temporary Event Food Permit through Nova Scotia Environment, Inspections, Compliance and Enforcement, <https://novascotia.ca/agri/documents/food-safety/TempFoodPermit.pdf>, or equivalent. Proof of a Temporary Event Food Permit must be provided to the Town of Truro at a minimum of ten (10) business days prior to the event.
- 14.3 All food service equipment must comply with all applicable Municipal, Provincial and Federal regulations and by-laws and may be subject to inspection.
- 14.4 Vendors shall be required to obtain and pay for any required permits.
- 14.5 Vendors approved to operate from the site shall operate in the designated locations during the event and must be able to provide proof of the Street Vendors Permit during the event.
- 14.6 All Vendors, unless otherwise agreed to by the Town of Truro, must provide to the Organizer confirmation of a Commercial General Liability Insurance Policy with limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury including death, property damage, contractual liability and if applicable volunteers are to be added as an insured and shall contain a cross liability severability of insured clause. The Policy must name the Town of Truro as an additional insured. Copies of the Certificates must be made available to the Town of Truro upon request.

15.0 LIQUOR LICENSE

- 15.1 The Organizer must first obtain approval from the Town of Truro for an event which involves the presence of alcohol during the Special Event.
- 15.2 When alcohol is offered to the public, the organizer shall obtain a Special Events Liquor License, or equivalent, through Service Nova Scotia – Alcohol, Gaming, Fuel & Tobacco.

- 15.3 In addition, the Organizer must at all times comply with all of the requirements set out by Service Nova Scotia – Alcohol, Gaming, Fuel & Tobacco.
- 15.4 Proof of a Special Occasion Liquor License must be provided to the Town of Truro at a minimum of ten (10) business days prior to the event.
- 15.5 The Organizer shall obtain and provide confirmation of additional liquor liability insurance under the Commercial General Liability Insurance Policy whenever liquor is to be available for consumption. Please carefully review Section 7.4 Liquor.
- 15.6 Double fencing may be required to surround any licensed area in which liquor will be sold and consumed.

16.0 SECURITY

- 16.1 The security personnel requirements for the Special Event, including the provision of police officers shall be determined in consultation with the Truro Police Service.
- 16.2 Any required private security must be licensed with the Nova Scotia Department of Justice.
- 16.3 The Organizer is solely responsible for all fees for services provided by the Truro Police Service.
- 16.4 A detailed Security Plan may be required by the Truro Police Service before a Development Permit/Special Event Contract can be completed.

17.0 FIRE SAFETY AND EMERGENCY PLANNING

- 17.1 An Emergency Measures Plan may be required by the Truro Fire Service. The organizer should plan for emergency exiting, emergency lighting, alarm systems, fire extinguishers, and any other related requirements.
- 17.2 An inspection by the Truro Fire Service may be conducted on site prior to or during the event.
- 17.3 All event security personnel shall be equipped with portable flashlights and event lighting must be addressed for all events occurring outdoors during non-daylight hours.
- 17.4 The Organizer is solely responsible for all fees for services relating to Fire Safety and Emergency Planning.

18.0 OCCUPATIONAL HEALTH AND SAFETY

- 18.1 All events must follow Provincial Occupational Health and Safety regulations.

- 18.2 The Town of Truro requires a minimum number of public portable washrooms for special events on public property. The amount to be determined based the number of attendees and type of the event.

19.0 FIRST AID

- 19.1 Medical first aid services may be required for a Special Event. The cost of such services are to be incurred solely by the Organizer. The requirement for medical first aid will be determined on a per event basis by Town staff in consultation with medical professionals.
- 19.2 Signage indicating the location of the first aid posts shall be clearly visible throughout the site. Location of stations and emergency access must also be addressed.

20.0 FIREWORKS AND PYROTECHNICS

- 20.1 The use of fireworks/pyrotechnics shall be considered as part of an application by the Truro Fire Service.
- 20.2 The Organizer is responsible for obtaining all necessary permits and will provide copies to the Town of Truro no less than ten (10) business days prior to the event.
- 20.3 The Truro Fire Service will determine the requirements of fire equipment and personnel required to be on site, the cost of which will be the responsibility of the Organizer.
- 20.4 Commercial General Liability Insurance in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) is required whenever the use of fireworks/pyrotechnics forms part of an event. Please carefully review Section 6.0 Insurance (b) Fireworks/Pyrotechnics.

21.0 AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

Upon signing the application, the applicant thereby agrees to save harmless and indemnify the Town of Truro and its elected representatives, officers, employees and agents from and against any and all claims, demands, suits, actions, causes of action and/or proceedings that may be brought against or made upon the Town and/or its elected representatives, officers, employees or agents by any person arising out of matters in any way related to any act, failure to act or otherwise of the applicant and/or its employees, officers, servants, volunteers and agents in respect of, or pertaining to the special event, the operations of the applicant as described in this application or anything pertaining to the Agreement of Use and/or Special Events Contract should one be required and granted.

22.0 RELEASE OF WAIVER OF LIABILITY

Upon signing the application, the applicant thereby releases, waives and forever discharges the Town of Truro and its elected representatives, officers, employees and agents from all liability to itself and its heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to person or damage to property for which the Town of Truro may be responsible in respect of the conduct of the said event.

I, _____, hereby acknowledge that I have received and reviewed the Town of Truro Special Events on Town Owned Property Policy and Procedures, and am in agreement with the policies outlined and accept the obligations imposed upon me therein.

Date

Signature of Applicant

Schedule A

Civic Square Event Fee Schedule

	Not for Profit Organizer and/or a Fundraising Event for a Not For Profit Organization	For Profit Organizer and Event is For Profit	Other
Events for the Public:			
<i>Average Attendance Per Day</i>			
0-200	\$0	\$50	\$25
200-500	\$50	\$100	\$75
500-1,000	\$125	\$250	\$175
1,000 +	\$250	\$500	\$350
Private (Closed) Events:			
<i>Average Attendance Per Day</i>			
0-200	\$50	\$100	\$25
200-500	\$125	\$250	\$200
500-1,000	\$250	\$500	\$350
1,000 +	\$375	\$750	\$550

Victoria Park Event Fee Schedule

Not for Profit Organizer and/or a Fundraising Event for a Not for Profit Organization	For Profit Organizer and Event is for Profit	Other
\$0	\$25	\$25

Weddings: due to the time and commitment staff contribute to making your special day flawless, there is a \$50 fee for all weddings in Victoria Park

Riverfront Park Event Fee Schedule

Not for Profit Organizer and/or a Fundraising Event for a Not for Profit Organization	For Profit Organizer and Event is for Profit	Other
\$0	\$25	\$25

Weddings: due to the time and commitment staff contribute to making your special day flawless, there is a \$50 fee for all weddings in Riverfront Park

As per Section 7.0, Event Charges and Fees, there may be additional fees for any of the following required and provided by the Town of Truro, to be determine based on the type and size of the event/request:

- Any property and equipment rental fees
- Any labour and staffing costs
- Any municipal and provincial permit costs
- Any required fencing (snow fencing, street barricades, etc.)
- Any utility consumption costs (water, electrical, etc.)
- Any costs associated with road closures
- Any costs related to clean up and/or site restoration
- Any costs related to security
- Any turf recovery
- Any required advertisement costs (use of public property, road closure, etc.)
- Any advance deposit (if required)