I YOUR COMMITTEE RECOMMENDS:

1. (6) That, on the recommendation of the Executive Director of Community Services, the attached by-law BE INTRODUCED at the Municipal Council meeting to be held on April 18, 2011 to:
   
   (a) authorize and approve a Licence Agreement between The Corporation of the City of London and Scouts Canada regarding the use of space at the Boyle Memorial Community Centre; and,

   (b) authorize the Mayor and City Clerk to execute the Licence Agreement.  
       (2011-L03-00)

2. (7) That, on the recommendation of the Executive Director of Community Services, the attached by-law BE INTRODUCED at the Municipal Council meeting to be held on April 18, 2011 to:

   (a) authorize and approve a Licence Agreement between The Corporation of the City of London and the London InterCommunity Health Centre regarding the use of space at the Boyle Memorial Community Centre; and,

   (b) authorize the Mayor and City Clerk to execute the Licence Agreement.  
       (2011-L03-00)

3. (8) That, on the recommendation of the Executive Director of Community Services, the attached by-law BE INTRODUCED at the Municipal Council meeting to be held on April 18, 2011 to:

   (a) authorize and approve a Licence Agreement between The Corporation of the City of London and the Boyle Activity Council regarding the use of space at the Boyle Memorial Community Centre; and,

   (b) authorize the Mayor and City Clerk to execute the Licence Agreement.  
       (2011-A09-00)

4. (9) That, on the advice of the Fire Chief, the following actions be taken with respect to the purchase of a fire services tanker:

   (a) the proposal submitted by Carl Thibault Fire Trucks Inc., 38 Thibault Street, Pierreville, PQ., for the supply and delivery of one (1) 2,500 Imperial Gallon Tanker at their proposed price of $343,425.00, excluding HST, BE ACCEPTED;

   (b) the funding for this purchase BE APPROVED as set out in the Source of Finance Report attached hereto as Appendix “A”;

   (c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
5. (13) That, on the recommendation of the Acting Director, Roads & Transportation, NO ACTION BE TAKEN to amend the current on-street parking regulations on Grosvenor Street between Adelaide Street North and Taylor Street. (2011-S04-00)

6. (14) That, at the request of the Middlesex-London Board of Health, the following actions be taken with respect to violence in hockey:

(a) the attached communication dated February 25, 2011 from Dr. G. Pollett, Secretary-Treasurer, Middlesex-London Health Unit, Dr. P. Jaffe, Professor, Faculty of Education, University of Western Ontario and Mr. R. Hughes, National Co-ordinator, Centre for Addiction and Mental Health, Centre for Prevention and Science BE SUPPORTED; and,

(b) the Commissioner and Board of Governors of the National Hockey League BE ADVISED that the City of London supports the reduction of violence in hockey, as outlined in the above-noted communication;

it being noted that the Community and Neighbourhoods Committee (CNC) heard verbal presentations from Dr. G. Pollett, Secretary-Treasurer, Middlesex-London Health Unit, Dr. P. Jaffe, Professor, Faculty of Education, University of Western Ontario and Mr. R. Hughes, National Co-ordinator, Centre for Addiction and Mental Health, Centre for Prevention and Science and received a communication dated March 28, 2011 from Graham L. Pollett, Secretary-Treasurer, Middlesex-London Health Unit, with respect to this matter. (2011-C09-00)

7. (18) That, on the recommendation of the Community Safety & Crime Prevention Advisory Committee, the Civic Administration BE REQUESTED to provide the Community Safety & Crime Prevention Advisory Committee (CSCP) with the following information:

(a) the rationale and supporting evidence related to the safety of utilizing rear lanes, in both existing and new developments; and,

(b) an explanation related to the lack of community safety information, with respect to the Downtown Master Plan.

8. (18) That, on the recommendation of the Community Safety & Crime Prevention Advisory Committee (CSCP), Staff Members of the CSCP Non-Voting Resources Group BE REQUESTED to regularly attend the meetings of the CSCP; it being noted that the CSCP reviewed and received the attached presentation brief from B. Brock with respect to processes for improving the effectiveness of the CSCP.

9. (19) That, on the recommendation of the Executive Director of Community Services, the attached by-law BE INTRODUCED at the Municipal Council meeting to be held on April 18, 2011, to approve the revised 2011 Special Events Policies and Procedures Manual, as amended; in clause 8.16; it being noted that the Community and Neighbourhoods received the attached communication from G. Rancourt and G. Hoff, Christian Heritage Party of Canada, with respect to the release of balloons at special events as addressed in the Policies and Procedures Manual; it being further noted that the Manual was revised in clause 8.16 to read as follows: “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 with biodegradable attachments or closures is permitted.” (2011-M09-00)
## YOUR COMMITTEE REPORTS:

<table>
<thead>
<tr>
<th>Report</th>
<th>Title</th>
<th>Date</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd Report of the TFAC</td>
<td>Dearness Home Community Newsletter – April 2011</td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received the Dearness Home Community Newsletter for April, 2011.</td>
</tr>
<tr>
<td>2nd Report of the CCAC</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received the 3rd Report of the Trees and Forests Advisory Committee from its meeting held on March 23, 2011. (See Report attached.)</td>
</tr>
<tr>
<td>3rd Report of the ACCAC</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received the 2nd Report of the Child Care Advisory Committee from its meeting held on March 23, 2011. (See Report attached.)</td>
</tr>
<tr>
<td>3rd Report of the AWAC</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received the 3rd Report of the Accessibility Advisory Committee from its meeting held on March 24, 2011. (See Report attached.)</td>
</tr>
<tr>
<td>Volunteer Community Clean-Up Programs</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received an information report from the Executive Director of Community Services, with respect to volunteer community clean-up programs. (2011-C06-00)</td>
</tr>
<tr>
<td>Graffiti Tracking Enforcement Initiative</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received an information report from the Director of Building Controls with respect to a newly implemented graffiti tracking enforcement initiative. (2011-P07-00)</td>
</tr>
<tr>
<td>Municipal Law Enforcement and EESD Initiatives - Student Housing</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received an information report from the Director of Building Controls with respect to Municipal Law Enforcement Services’ enforcement and education initiatives and the Environmental Engineering Services Department initiatives related to the influx of student growth during the school year. (2011-C03-00)</td>
</tr>
<tr>
<td>2010 Vector Bourne Disease Report</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee reviewed and received a communication dated March 28, 2011 from Graham. L. Pollett, Secretary-Treasurer, Middlesex-London Health Unit, with respect to the 2010 Vector Bourne Disease Report. (2011-C09-00)</td>
</tr>
<tr>
<td>Notice to Muzzle a Dog Issued to Jeremy Prosser</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee recessed and convened as the Committee of Appeals to hear an appeal with respect to the Notice to Muzzle a Dog, issued to J. Prosser, #87-320 Westminster Avenue. Pursuant to City of London By-law PH-4, a decision was made to uphold the muzzle order. (2011-P04-00)</td>
</tr>
<tr>
<td>Notice to Muzzle a Dog Issued to Aero Academy</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee recessed and convened as the Committee of Appeals to hear an appeal with respect to the Notice to Muzzle a Dog, issued to Aero Academy c/o Ravi Virdi, 2410 Aviation Lane. Pursuant to City of London By-law PH-4, a decision was made to uphold the muzzle order; it being noted that the Committee of Appeals heard verbal presentations from Mr. P. Quigley as legal representative for the appellant, and testimony from Mr. R. Virdi and two further witnesses for the appellant, and from London Animal Care Centre Officer C. Lewis and the dog biting victim with respect to this matter. (2011-P04-00)</td>
</tr>
<tr>
<td>2nd Report of the CSCP</td>
<td></td>
<td></td>
<td>That the Community and Neighbourhoods Committee (CNC) reviewed and received clauses 3 to 12, inclusive, of the 2nd Report of the Community Safety &amp; Crime Prevention Advisory Committee (CSCP) from its meeting held on March 24, 2011; it being noted that the CNC heard a verbal presentation from L. Norman, Vice-Chair, CSCP, with respect to this matter. (See Report attached.)</td>
</tr>
</tbody>
</table>
22. (20) That the Community and Neighbourhoods Committee received a communication from Greg Matthison, Sport Marketing Coach, requesting a letter of support for the London Optimist Sports Centre (LOSC) as the LOSC will be supporting London and, specifically, ethnic communities. The CNC referred the request to the Civic Administration to respond directly to Mr. Matthison with respect to this matter. (2011-F12-00)

23. (21) That the Community and Neighbourhoods Committee (CNC) received a communication from Councillor Judy Bryant dated April 4, 2011 with respect to a request for an information report related to the current condition of the Bruce Nuclear Power Plant. The CNC referred the communication to the Civic Administration for consideration and to report back at a future CNC meeting. (2011-W00-00)

24. (22) That the Community and Neighbourhoods Committee received the attached presentation from S. Cordes, Executive Director and B. Hughes, President, Board of Directors, Youth Opportunities Unlimited (Y.O.U.), with respect to the Y.O.U. Cornerstone Redevelopment.

25. That Councillor P. Van Meerbergen disclosed a pecuniary interest in clause 12 of this Report having to do with the 2nd Report of the Child Care Advisory Committee, by indicating that his wife operates a child care in their home.

The meeting adjourned at 7:29 p.m.
APPENDIX A

Bill No.
2011

By-law No.

A By-law to authorize and approve a Licence Agreement between The Corporation of the City of London and Scouts Canada regarding the use of the Boyle Memorial Community Centre; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the Municipal Act, 2001 provides that the City may make grants (including the power to provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council) to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a licence to Scouts Canada for use of the Boyle Memorial Community Centre;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Licence Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Scouts Canada regarding the use of portions of property owned by the City located at 530 Charlotte St. (known as Boyle Memorial Community Centre), is hereby AUTHORIZED AND APPROVED.

2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –
This Licence Agreement, dated this _______ day of _________, 2011, with effect as of the 1st day of April, 2011.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(“City”)

and

SCOUTS CANADA
(“Licensee”)

WHEREAS the City owns the property located at 530 Charlotte St, in the City of London, in the County of Middlesex, upon which is located the Boyle Memorial Community Centre (“Centre”);

AND WHEREAS the Licensee is a not-for-profit corporation that works with the Old East community by organizing and executing community programs for boys and girls between the ages of 5 and 26;

AND WHEREAS the EAST LONDON SCOUT ASSOCIATION – 45th SCOUT GROUP is a group within the Tri-Shores Council of Scouts Canada, which desires to use the Centre for certain of its activities and events;

AND WHEREAS the City considers it in the interests of the municipality to provide support to the Licensee and its services, as these services benefit the community;

AND WHEREAS the Licensee has requested permission to use portions of the Centre including the gymnasium, large and standard meeting rooms, and kitchen, and more particularly outlined in red and shaded on the floor plan attached, and use of the gymnasium storage room, designated as Schedule “A” (“Premises”), for the purpose of providing its programs and special events;

THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements herein, the parties agree as follows:

1. Licence:

1.1 The City grants this licence to permit the Licensee to use those portions of the Premises set out below in this section, and pursuant to the terms and conditions contained in this Agreement.

(a) Gymnasium
From April 1st to June 30th, and September 1st to March 31st, the Licensee shall have the exclusive licence to use the Gymnasium pursuant to section 3:
(i) between 6:15 p.m. and 9:30 p.m. each Tuesday, and
(ii) between 6:30 p.m. and 8:30 p.m. each Thursday.

(b) Special Events
The Licensee shall have the exclusive licence to use the designated space for the Special Events listed below. The Licensee agrees that it shall comply with the City’s Special Events Policies and Procedures Manual with respect to Special Events.

<table>
<thead>
<tr>
<th>Program</th>
<th>Space</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Banquet</td>
<td>Large and Standard Meeting Rooms, Kitchen</td>
<td>Second Tuesday of June Each Year</td>
<td>5:30 pm to 9:00 pm</td>
</tr>
<tr>
<td>Apple Day</td>
<td>Large Meeting Room, Kitchen</td>
<td>Saturday after Thanksgiving Weekend Each Year</td>
<td>9:00 am to 3:00 pm</td>
</tr>
</tbody>
</table>

(c) Gymnasium Storage Room
The Licensee shall have the non-exclusive licence to use Locker #1 in the gymnasium storage room (as outlined in blue and shaded on the floor plan attached hereto in Schedule “A” and agreed upon by both parties in writing, prior to September 1st annually). It is the responsibility of the Licensee to provide their own lock for their locker.
1.2 **Closures, Emergencies:** Notwithstanding the use granted by this licence, the Premises shall not be available to the Licensee on days during which the City has closed the Centre for any reason (including but not limited to inclement weather and holidays) or if there is an emergency requiring the use of the Centre as an Emergency Reception Centre.

1.3 In the event that the Licensee determines that it will not be using a portion of the Premises at the allocated date and time set out in section 1.1 of this Agreement, the Licensee shall notify the City in writing of the cancellation at least 72 hours prior to the allocated date and time. In these cases, the City may at its sole discretion, permit use of that portion of the Premises by another party.

1.4 At the sole discretion of the City’s General Manager of Community Services, and upon providing at least two weeks’ written advance notice, the City may cancel the Licensee’s use of the Premises for any allocated date or time set out in section 1.1 of this Agreement.

2. **Term:**

2.1 The term of this Licence Agreement shall be for a period of three (3) years, commencing April 1, 2011 and terminating March 31, 2014, or terminating at such earlier date pursuant to section 10 of this agreement.

2.2 Renewal:

At the expiration of the initial term of this Agreement, the Agreement is automatically renewed for one year and continues in force from year to year for a maximum of three one-year renewals, unless sooner terminated pursuant to section 10 of this Agreement.

3. **Licence Fee:**

3.1 The Licensee shall pay to the City a monthly licence fee of $0.00.

4. **Obligations of the Licensee:**

4.1 **Use of Premises**

The Licensee shall use the Premises solely for the purposes of the storage space and program space.

4.2 **Keys**

The Licensee shall not receive keys to the Centre.

4.3 Where the Licensee charges an admission fee for any program or special event, the Licensee shall be responsible for collecting such fees and such fees shall not be a fee or charge of the City.

4.4 **Sports Equipment Damage**

With respect to sports equipment provided by the City under section 6.6, the Licensee shall repair or replace sports equipment where the sports equipment is damaged due to a willful act or due to the negligence of the Licensee or those for whom the Licensee is at law responsible.

5. **Licensee Covenants:**

5.1 The Licensee covenants and agrees as follows:

   a) to use the Premises only for the purpose set out in this Agreement;
   b) to maintain the appearance of the Premises in a neat, tidy, clean and well-kept manner, free from garbage and debris;
   c) to ensure that no rubbish, refuse, or material that in the sole opinion of the City is objectionable, accumulates in or about the Premises;
   d) to reimburse the City for extraordinary custodial work necessary as a result of Licensee activities;
   e) to promptly inform the City and document all damages or repairs;
   f) to reimburse the City in full for any repairs the City makes as a result of Licensee activities;
g) to ensure that appropriate supervision is provided during use of the Premises;

h) not to bring into the Premises or store at the Premises dangerous materials, including but not limited to flammable or explosive materials;

i) to ensure:
   i. smoking is not permitted on the Premises in contravention of the City’s smoking by-laws or Provincial law;
   ii. drinking of alcoholic beverages is not permitted on the Premises unless in compliance with an ACGO permit and City alcohol policy;
   iii. that there is no storage of alcoholic beverages on the Premises;
   iv. that vehicles will be parked on the Centre only in designated parking areas;

j) to comply with all Federal and Provincial Legislation, Rules, Regulations, Municipal By-laws and applicable Policies; and

k) the complete care, custody and control of the Centre and Premises, shall at all times remain with the City through its management, supervisory, custodial and maintenance employees, excluding contents owned by the Licensee or its members, invitees, or persons for whom it is at law responsible.

6. Obligations of the City:

Orientation
6.1 The City, in its sole discretion, will provide any required orientation on all security systems, including emergency procedures such as fire evacuation, reporting procedures regarding injuries, property damage and theft.

Custodial Services
6.2 The City will be responsible for all custodial services for the Premises in accordance with its usual practices.

Other Services
6.3 The City will provide reasonable storage in the designated space for all supplies, as determined by the City in its sole discretion.

6.4 The City agrees as follows, to a standard as determined solely in the City’s discretion:
(a) to keep the sidewalks and parking areas on the Premises clean and reasonably free of ice and snow;
(b) to clean and maintain the Centre and the entrance to the Centre;

6.5 The City will permit the Licensee to use the Centre’s amenities existing as at the date of the entering into of this agreement.

6.6 Sports Equipment
The City will permit the Licensee to use City-owned sports equipment including basketballs, indoor soccer balls, soccer nets, volleyball and the volleyball net with poles, while conducting their programs at the Centre. This equipment is, and will continue to be, the property of the City and must remain at the Centre at all times. Replacement or repair of equipment due to normal wear and tear will be the responsibility of the City. The City is not responsible for any additional sports equipment, materials or supplies necessary to execute any of the Licensee’s programs.

7. General Provisions:

7.1 The Licensee accepts the Centre and Premises in the condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or call upon the City to supply any equipment to make the Centre or Premises more suitable for the proposed use by the Licensee.

Donations
7.2 Any items donated by the Licensee to the City shall become the property of the City and the City may use or dispose of such items as in its sole discretion it sees fit. Any items remaining in the premises for more than 15 days following termination of this License shall be deemed a donation to the City.

Inspections by City
7.3 The City may inspect the Premises at any time to ensure compliance with the terms of this Agreement and any Federal or Provincial Legislation, Regulations, Municipal By-laws and applicable Policies.
7.4 Not Responsible for Damage/Theft
The City shall not be responsible for any damage or theft to vehicles parked in the parking areas. The City shall not be responsible for any loss or damage to the Licensee’s equipment or property in or on the Premises or the Centre. The City shall not be responsible for any loss or damage to the equipment or property of persons for whom the Licensee is at law responsible.

7.5 No Assignment
The Licensee shall not assign this agreement or sublicense any part of the Premises without first obtaining the written consent of the City.

7.6 Repairs/Construction
The Licensee acknowledges that the City may make repairs, additions and/or construction to the Centre and/or Premises from time to time. The Licensee agrees that at such times it may be required to vacate such location as and when directed by the City, and the City shall not be liable to pay any refund or damages to the Licensee resulting from same.

8. Insurance and Indemnification:

8.1 Insurance
(a) Throughout the term of this agreement, the Licensee shall obtain and maintain the coverage shown below and shall provide that the following insurance will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry:

(i) Third party general liability insurance covering claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the use of the Centre by the Licensee. Such policy shall include the City as an additional insured with respect to this Agreement and be in an amount not less than five million ($5,000,000.00) dollars including personal injury liability, broad form property damage liability, contractual liability, owners’ and contractors’ protective liability, non-owned automobile liability, contingent employer’s liability, and shall contain a severability of interests clause and cross-liability clauses.

(ii) Tenants legal liability insurance in an amount not less than $200,000.00 and

(iii) Standard all-risk property insurance covering the property of the Licensee, including leasehold improvements, in an amount not less than the full replacement cost value with a deductible of no more than $2,500.00; such policy shall include a waiver of subrogation in favour of the City;

(c) The Licensee shall not do, omit to do, or permit to be done or omitted to be done on or at the Centre anything that may increase premiums or void coverage under the property insurance policies carried by the City on the Premises described in this agreement.

(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

(e) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the City may reasonably require from time to time.

8.2 Indemnification
The Licensee agrees to protect, defend, indemnify and save the City harmless from and against:

(a) all liability, loss, claims, demands, actions, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, including reasonable legal fees, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with this licence as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee or their members, officers, employees, agents or contractors, invitees, or other persons for whom the Licensee is at law responsible; and

(b) any claim or finding that any of the Licensee, the Licensee’s employees or persons for whom the Licensee is at law responsible are employees of, or are in any employment relationship
with, the City or are entitled to any Employment Benefits of any kind; and (c) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any moneys or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Licensee; Licensee's employees or others for whom Licensee is at law responsible in connection with the licensing of the Premises or otherwise in connection with Licensee's operations.

9. Status of Licensee:

9.1 The Licensee acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Licensee, nor any person employed by or associated with the Licensee is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the Income Tax Act, R.S.C. 1985 c.1 (1st Supp); the Canada Pension Act, R.S.C. 1985, c.C-8; the Employment Insurance Act, S.O. 1996 c.23; the Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A"); the Occupational Health and Safety Act, R.S.O. 1990, c.o.1; the Pay Equity Act, R.S.O. 1990, c.P.7; the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

9.2 Notwithstanding paragraph 9.1 above, it is the sole and exclusive responsibility of the Licensee to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

9.3 The Licensee shall operate independently of the City and is not the agent or servant of the City for any purpose.

9.4 Nothing in this Agreement shall entitle or enable the Licensee or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, and warranty or guarantee binding upon, or otherwise to bind the City. The Licensee and any subcontractor of the Licensee and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

10. Termination:

Termination by the City

10.1 If the Licensee defaults in performing any of its obligations under this Agreement, the City may terminate the licence granted under this Agreement immediately without liability. Any waiver by the City of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any if its rights or remedies in respect of any continuance or repetition of such breach.

10.2 The City may terminate this Agreement for any reason without liability by providing notice in writing seven (7) calendar days prior to the date of such termination.

10.3 In the event of termination of this agreement, the City shall have no further obligations to the Licensee.

Termination by the Licensee

10.4 The Licensee may terminate this Agreement without liability upon thirty (30) days prior written notice for any reason.

11. Notice:

11.1 Any notice required to be given to the City or the Licensee under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office. In the event that the Licensee’s corporate
mailing address changes, it is the responsibility of the Licensee to notify the City immediately of the address change.

<table>
<thead>
<tr>
<th>City's Address</th>
<th>Licensee's Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>Scouts Canada</td>
</tr>
<tr>
<td>The Corporation of the City of London</td>
<td>531 Windermere Rd.</td>
</tr>
<tr>
<td>300 Dufferin Avenue</td>
<td>London, ON N5X 2T1</td>
</tr>
<tr>
<td>P.O. Box 5035</td>
<td>London, ON N6A 4L9</td>
</tr>
</tbody>
</table>

12. **Circumstances Beyond the Control of Either Party**

12.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and the Licensee including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee’s negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

13. **Execution**

13.1 The Licensee acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions. Further the Licensee agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

14. **Independent Legal Advice**

14.1 The Licensee acknowledges that it has had the opportunity to obtain independent legal advice with respect to this agreement.
IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its duly authorized officers.

SIGNED SEALED AND DELIVERED

SCOUTS CANADA

Per (Signature):

Print Name:

Print Title: I Have the Authority to Bind the Corporation

Date

Print Name:

Print Title: I Have the Authority to Bind the Corporation

Date

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its Mayor and Clerk,

THE CORPORATION OF THE CITY OF LONDON

Date Joe Fontana, Mayor

Date Catharine Saunders, City Clerk
SCHEDULE “A”
PLAN SHOWING PREMISES
APPENDIX A

Bill No.
2011

By-law No.

A By-law to authorize and approve a Licence Agreement between The Corporation of the City of London and London InterCommunity Health Centre regarding the use of the Boyle Memorial Community Centre; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the Municipal Act, 2001 provides that the City may make grants (including the power to provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council) to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a licence to London InterCommunity Health Centre for use of the Boyle Memorial Community Centre;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Licence Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and London InterCommunity Health Centre regarding the use of portions of property owned by the City located at 530 Charlotte St. (known as Boyle Memorial Community Centre), is hereby AUTHORIZED AND APPROVED.

2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –
THIS LICENCE AGREEMENT, dated this ____ day of __________, 2011, with effect as of the 1st day of April, 2011 if the Centre has been opened by the City, or such later date as the Centre is opened by the City.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(“City”)

and

LONDON INTERCOMMUNITY HEALTH CENTRE
(“Licensee”)

WHEREAS the City owns the property located at 530 Charlotte St, in the City of London, in the County of Middlesex, upon which is located the Boyle Memorial Community Centre (“Centre”);

AND WHEREAS the Licensee is a not-for-profit corporation that runs an after school children’s nutrition and learning program for the community;

AND WHEREAS the City considers it in the interests of the municipality to provide support to the Licensee and its services, as these services benefit the community;

AND WHEREAS the Licensee has requested permission to use portions of the Centre including the gymnasium, standard and large meeting rooms and kitchen, more particularly outlined in red and shaded on the floor plan attached and gymnasium, kitchen and standard room storage areas, more particularly outlined in blue and shaded on the floor plan attached hereto as Schedule “A”, (“Premises”), for the purpose of providing its programs and special events;

THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements herein, the parties agree as follows:

1. Licence:

1.1 The City grants this licence to permit the Licensee to use those portions of the Premises set out below in this section, and pursuant to the terms and conditions contained in this Agreement:

(a) **Gymnasium**
Each Monday, Tuesday, Wednesday and Thursday, from April 1st to June 30th, and September 1st to March 31st, between 5:00 p.m. and 6:00 p.m., the Licensee shall have the exclusive licence to use the Gymnasium;

(b) **Standard Meeting Room**
Each Monday, Tuesday, Wednesday and Thursday, from April 1st to June 30th, and September 1st to March 31st, between 3:45 p.m. and 6:00 p.m., the Licensee shall have the exclusive licence to use the designated meeting room;

(c) **Kitchen**
Each Monday, Tuesday, Wednesday and Thursday, from April 1st to June 30th, and September 1st to March 31st, between 3:15 p.m. and 5:00 p.m., the Licensee shall have the exclusive licence to use the designated kitchen area;

(d) **Special Events**
The Licensee shall have the exclusive licence to use the designated space as for Special Events listed below. The Licensee agrees that it shall comply with the City’s Special Events Policies and Procedures Manual with respect to Special Events:

<table>
<thead>
<tr>
<th>Program</th>
<th>Space</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>March Break</td>
<td>Large Meeting Room, Kitchen &amp; Gymnasium</td>
<td>March Break each year, Monday to Thursday</td>
<td>12:00 p.m. (noon) to 3:00 p.m.</td>
</tr>
</tbody>
</table>

(d) **Gymnasium Storage Space**
The Licensee shall have the non-exclusive licence to use Storage Locker #7 in the gymnasium storage room (as outlined in blue and shaded on the floor plan attached hereto...
in Schedule “A”). It is the responsibility of the Licensee to provide their own lock for their locker.

(e) **Kitchen Storage Space**

The Licensee shall have the exclusive licence to use the **designated cupboard space** within the kitchen (as outlined in blue and shaded on the floor plan attached hereto in Schedule “A”). A key will be provided by the City to the Licensee for the designated cupboard.

(f) **Standard Meeting Room Storage**

The Licensee shall have the exclusive licence to use the **designated kitchenette cupboard** located in the meeting room for storage of art and craft materials and supplies (as outlined in blue and shaded on the floor plan attached hereto in Schedule “A”). A key will be provided by the City to the Licensee for the designated cupboard.

1.2 **Closures, Emergencies:** Notwithstanding the use granted by this licence, the Premises shall not be available to the Licensee on days during which the City has closed the Centre for any reason (including but not limited to inclement weather and holidays) or if there is an emergency requiring the use of the Centre as an Emergency Reception Centre.

1.3 In the event that the Licensee determines that it will not be using a portion of the Premises at the allocated date and time set out in section 1.1 of this Agreement, the Licensee shall notify the City in writing of the cancellation at least 72 hours prior to the allocated date and time. In these cases, the City may at its sole discretion, permit use of that portion of the Premises by another party.

1.4 At the sole discretion of the City’s General Manager of Community Services, and upon providing at least two weeks’ written advance notice, the City may cancel the Licensee’s use of the Premises for any allocated date or time set out in section 1.1 of this Agreement.

2. **Term:**

2.1 The term of this Licence Agreement shall be for a period of three (3) years, commencing April 1, 2011 if the Centre has been opened by the City, or such later date as the Centre is opened by the City, and terminating March 31, 2014, or terminating at such earlier date pursuant to section 10 of this agreement.

Renewal:

2.2 At the expiration of the initial term of this Agreement, the Agreement is automatically renewed for one year and continues in force from year to year for a maximum of three one-year renewals, unless sooner terminated pursuant to section 10 of this Agreement.

3. **Licence Fee:**

3.1 The Licensee shall pay to the City a monthly licence fee of $0.00.

4. **Obligations of the Licensee:**

4.1 **Use of Premises**

The Licensee shall use the Premises solely for the purposes of the storage space and program space.

4.2 **Keys**

The Licensee shall return City keys forthwith upon demand by the City. The Licensee shall forthwith provide the City with the names of any individuals who from time to time are in possession of the keys. The Licensee shall ensure that no duplicates of the keys are made. The Licensee shall ensure that only individuals for whom it is at law responsible have access to the keys. The Licensee shall notify the City forthwith of any lost keys, or if it becomes aware that duplicate keys have been made. Should the City be required to change any locks as a result of lost keys or duplicate keys being made, the cost of same shall be borne by the Licensee.
4.3 Access – Not Outside Program Hours
The Licensee and those for whom it is responsible at law shall not access the Premises except during those dates and times set out in this agreement. If the Licensee and those for whom it is responsible at law require additional time to access the Centre (e.g. set up for special events, drop off of equipment or supplies), the Licensee shall obtain prior written permission from City personnel prior to such access.

4.4 Where the Licensee charges an admission fee for any program or special event, the Licensee shall be responsible for collecting such fees and such fees shall not be a fee or charge of the City.

4.5 Sports Equipment
With respect to sports equipment provided by the City under section 6.7, the Licensee shall repair or replace sports equipment where the sports equipment is damaged due to a willful act or due to the negligence of the Licensee or those for whom the Licensee is at law responsible.

5. Licensee Covenants:

5.1 The Licensee covenants and agrees as follows:

a) to use the Premises only for the purpose set out in this Agreement;

b) to maintain the appearance of the Premises in a neat, tidy, clean and well-kept manner, free from garbage and debris;

c) to ensure that no rubbish, refuse, or material that in the sole opinion of the City is objectionable, accumulates in or about the Premises;

d) to reimburse the City for extraordinary custodial work necessary as a result of Licensee activities;

e) to promptly inform the City and document all damages or repairs;

f) to reimburse the City in full for any repairs the City makes as a result of Licensee activities;

g) to ensure that appropriate supervision is provided during use of the Premises;

h) not to bring into the Premises or store at the Premises dangerous materials, including but not limited to flammable or explosive materials;

i) to ensure:

   i. smoking is not permitted on the Premises in contravention of the City’s smoking by-laws or Provincial law;

   ii. drinking of alcoholic beverages is not permitted on the Premises unless in compliance with an ACGO permit and City alcohol policy;

   iii. that there is no storage of alcoholic beverages on the Premises;

   iv. that vehicles will be parked on the Centre only in designated parking areas;

j) to comply with all Federal and Provincial Legislation, Rules, Regulations, Municipal By-laws and applicable Policies; and

k) the complete care, custody and control of the Centre, shall at all times remain with the City through its management, supervisory, custodial and maintenance employees, excluding contents owned by the Licensee or its members, invitees, or persons for whom it is at law responsible.

6. Obligations of the City:

6.1 Keys
The City will provide the Licensee with one key to access the designated kitchen cupboards. The Licensee shall not receive keys to access the Centre.

Orientation

6.2 The City, in its sole discretion, will provide any required orientation on all security systems, including emergency procedures such as fire evacuation, reporting procedures regarding injuries, property damage and theft.

Custodial Services

6.3 The City will be responsible for all custodial services for the Premises in accordance with its usual practices.

Other Services

6.4 The City will provide reasonable storage in the designated space for all supplies, as determined by the City in its sole discretion.

6.5 The City agrees as follows, to a standard as determined solely in the City’s discretion:

(a) to keep the sidewalks and parking areas on the Premises clean and reasonably free of
ice and snow;
(b) to clean and maintain the Centre and the entrance to the Centre;
(c) to keep the Premises in a good state of repair, except that the City’s obligation to repair shall not extend to any repairs, damages, injuries or maintenance which arises from or results from the willful or negligent act or omission of the Licensee or its agents or of those for whom it is at law responsible.

6.6 The City will permit the Licensee to use the Centre’s amenities existing as at the date of the entering into of this agreement.

6.7 Sports Equipment
The City will permit the Licensee to use City-owned sports equipment including basketballs, indoor soccer balls, soccer nets, volleyball and the volleyball net with poles, while conducting their programs at the Centre. This equipment is, and will continue to be, the property of the City and must remain at the Centre at all times. Subject to section 4.5, replacement or repair of equipment due to normal wear and tear will be the responsibility of the City. The City is not responsible for any additional sports equipment, materials or supplies necessary to execute any of the Licensee’s programs.

7. General Provisions:

7.1 The Licensee accepts the Centre and Premises in the condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or call upon the City to supply any equipment to make the Centre or Premises more suitable for the proposed use by the Licensee.

Donations
7.2 Any items donated by the Licensee to the City shall become the property of the City and the City may use or dispose of such items as in its sole discretion it sees fit. Any items remaining in the premises for more than 15 days following termination of this License shall be deemed a donation to the City.

Inspections by City
7.3 The City may inspect the Premises at any time to ensure compliance with the terms of this Agreement and any Federal or Provincial Legislation, Regulations, Municipal By-laws and applicable Policies.

Not Responsible for Damage/Theft
7.4 The City shall not be responsible for any damage or theft to vehicles parked in the parking areas. The City shall not be responsible for any loss or damage to the Licensee’s equipment or property in or on the Premises or the Centre. The City shall not be responsible for any loss or damage to the equipment or property of persons for whom the Licensee is at law responsible.

No Assignment
7.5 The Licensee shall not assign this agreement or sublicense any part of the Premises without first obtaining the written consent of the City.

Repairs/Construction
7.6 The Licensee acknowledges that the City may make repairs, additions and/or construction to the Centre and/or Premises from time to time. The Licensee agrees that at such times it may be required to vacate such location as and when directed by the City, and the City shall not be liable to pay any refund or damages to the Licensee resulting from same.

8. Insurance and Indemnification:

8.1 Insurance
(a) Throughout the term of this agreement, the Licensee shall obtain and maintain the coverage shown below and shall provide that the following insurance will not be cancelled or permitted to lapse unless the Licensee or insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry:

(i) Third party general liability insurance covering all claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the use of the Centre by the Licensee. Such policy shall include the City as an additional insured with respect to this
Agreement and be in an amount not less than five million ($5,000,000.00) dollars including personal injury liability, broad form property damage liability, contractual liability, owners’ and contractors’ protective liability, non-owned automobile liability, contingent employer’s liability, and shall contain a severability of interests clause and cross-liability clauses.

(ii) Tenants legal liability insurance in an amount not less than $200,000.00 and

(iii) Standard all-risk property insurance covering the property of the Licensee, including leasehold improvements, in an amount not less than the full replacement cost value with a deductible of no more than $2,500.00; such policy shall include a waiver of subrogation in favour of the City;

(c) The Licensee shall not do, omit to do, or permit to be done or omitted to be done on or at the Centre anything that may increase premiums or void coverage under the property insurance policies carried by the City on the Premises described in this agreement.

(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

(e) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the City may reasonably require from time to time.

8.2 Indemnification

a) The Licensee agrees to protect, defend, indemnify and save the City harmless from and against: all liability, loss, claims, demands, actions, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, including reasonable legal fees, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with this licence as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee or their members, officers, employees, agents or contractors, invitees, or other persons for whom the Licensee is at law responsible; and

b) any claim or finding that any of the Licensee, the Licensee's employees or persons for whom the Licensee is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and

c) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Licensee; Licensee's employees or others for whom Licensee is at law responsible in connection with the licensing of the Premises or otherwise in connection with Licensee's operations.

9. Status of Licensee:

9.1 The Licensee acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Licensee, nor any person employed by or associated with the Licensee is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the Income Tax Act, R.S.C. 1985 c.1 (1st Supp); the Canada Pension Act, R.S.C. 1985, c.C-8; the Employment Insurance Act, S.O. 1996,c.23; the Workplace Safety and Insurance Act, 1977 S.O. 1997, c.26 (Schedule "A"); the Occupational Health and Safety Act, R.S.O. 1990, c.o.1; the Pay Equity Act, R. S. O. 1990, c.P.7; the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

9.2 Notwithstanding paragraph 9.1 above, it is the sole and exclusive responsibility of the Licensee to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required
thereunder.

9.3 The Licensee shall operate independently of the City and is not the agent or servant of the City for any purpose.

9.4 Nothing in this Agreement shall entitle or enable the Licensee or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, and warranty or guarantee binding upon, or otherwise to bind the City. The Licensee and any subcontractor of the Licensee and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

10. Termination:

Termination by the City

10.1 If the Licensee defaults in performing any of its obligations under this Agreement, the City may terminate the licence granted under this Agreement immediately without liability. Any waiver by the City of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any if its rights or remedies in respect of any continuance or repetition of such breach.

10.2 The City may terminate this Agreement for any reason without liability by providing notice in writing seven (7) calendar days prior to the date of such termination.

10.3 In the event of termination of this agreement, the City shall have no further obligations to the Licensee.

Termination by the Licensee

10.4 The Licensee may terminate this Agreement without liability upon thirty (30) days prior written notice for any reason.

11. Notice:

11.1 Any notice required to be given to the City or the Licensee under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office. In the event that the Licensee’s corporate mailing address changes, it is the responsibility of the Licensee to notify the City immediately of the address change.

City’s Address
City Clerk
The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
LONDON, ON N6A 4L9

Licensee’s Address
London InterCommunity Health Centre
659 Dundas St.
London, ON N5W 2Z1
12. **Circumstances Beyond the Control of Either Party**

12.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and the Licensee including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee’s negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

13. **Execution**

13.1 The Licensee acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions. Further the Licensee agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

14. **Independent Legal Advice**

14.1 The Licensee acknowledges that it has had the opportunity to obtain independent legal advice with respect to this agreement.
IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its duly authorized officers.

SIGNED SEALED AND DELIVERED

LONDON INTERCOMMUNITY HEALTH CENTRE

Date

Per (Signature):
Print Name:
Print Title:
I Have the Authority to Bind the Corporation

Date

Per (Signature):
Print Name:
Print Title:
I Have the Authority to Bind the Corporation

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its Mayor and Clerk,

THE CORPORATION OF THE CITY OF LONDON

Date

Joe Fontana, Mayor

Date

Catharine Saunders, City Clerk
APPENDIX A

Bill No.
2011

By-law No.

A By-law to authorize and approve a Licence Agreement between The Corporation of the City of London and the Boyle Activity Council regarding the use of the Boyle Memorial Community Centre; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the Municipal Act, 2001 provides that the City may make grants (including the power to provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council) to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a licence to Boyle Activity Council for use of the Boyle Memorial Community Centre;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Licence Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Boyle Activity Council regarding the use of portions of property owned by the City located at 530 Charlotte St. (known as Boyle Memorial Community Centre), is hereby AUTHORIZED AND APPROVED.

2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –
Schedule “A”
License Agreement – Boyle Memorial Community Centre

THIS LICENCE AGREEMENT, dated this _________ day of _________, 2011, with effect as of the 1st
day of April, 2011 if the Centre has been opened by the City, or such later date as the Centre is
opened by the City.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(“City”)

and

BOYLE ACTIVITY COUNCIL
(“Licensee”)

WHEREAS the City owns the property located at 530 Charlotte St, in the City of London, in the
County of Middlesex, upon which is located the Boyle Memorial Community Centre (“Centre”);

AND WHEREAS the Licensee is a not-for-profit corporation that runs various recreational programs
for the community.

AND WHEREAS the City considers it in the interests of the municipality to provide support to the
Licensee and its services, as these services benefit the community;

AND WHEREAS the Licensee has requested permission to use portions of the Centre including the
gymnasium, large and standard meeting rooms, outdoor field and kitchen, more particularly
outlined in red and shaded on the floor plan attached, and gymnasium and standard room
storage areas, more particularly outlined in blue and shaded on the floor plan attached, hereto as
Schedule “A”, (“Premises”), for the purpose of providing its programs and special events;

THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements
herein, the parties agree as follows:

1. Licence:

1.1 The City grants this licence to permit the Licensee to use those portions of the Premises set
out below in this section, and pursuant to the terms and conditions contained in this
Agreement.

(a) Standard Meeting Room
From April 1st to July 15th, and September 1st to March 31st, the Licensee shall have
the exclusive licence to use the large meeting room:
(i) between 8:30 a.m. and 12:00 p.m. (noon) each Saturday, and
(ii) between 6:00 p.m. and 8:00 p.m. each Wednesday.

(b) Gymnasium
From April 1st to July 15th, and September 1st to March 31st, the Licensee shall have
the exclusive licence to use the Gymnasium:
(i) between 6:00 p.m. and 9:30 p.m. each Monday and Wednesday, and
(ii) between 8:30 a.m. and 12:00 p.m. (noon) each Thursday and Saturday.

(c) Large Meeting Room, Kitchen and Gymnasium - Special Events
The Licensee shall have the exclusive licence to use the Gymnasium, kitchen
and large and standard Meeting Rooms on four days per year from 12:00 p.m.
(noon) to 6:00 p.m. on the 4th Saturday of June, the 4th Saturday of October, and
the 2nd Saturday of February (or during such dates and times as otherwise agreed
to in writing between the parties). The Licensee agrees that it shall comply with
the City’s Special Events Policies and Procedures Manual with respect to Special
Events.

(d) Gymnasium Storage Room
The Licensee shall have the non-exclusive licence to use Locker #2 & #3 in the
gymnasium storage room (as outlined in blue and shaded on the floor plan attached hereto in Schedule “A”). It is the responsibility of the Licensee to provide their own lock for their lockers.

(e) **Standard Meeting Room Storage**
The Licensee shall have the exclusive licence to use the designated kitchenette cupboard located in the meeting room for storage of art and craft materials and supplies (as outlined in blue and shaded on the floor plan attached hereto in Schedule “A”). A key will be provided by the City to the Licensee for the designated cupboard.

(f) **Outdoor Field**
The Licensee shall have the non-exclusive licence to use the Outdoor Field, pursuant to section 3:

(i) from May 1st to July 15th between 6:00 p.m. and 8:00 p.m. each Monday, Tuesday and Wednesday, and
(ii) from September 15th to October 25th between 2:00 p.m. and 4:00 p.m. each Sunday.

1.2 **Closures, Emergencies:** Notwithstanding the use granted by this licence, the Premises shall not be available to the Licensee on days during which the City has closed the Centre for any reason (including but not limited to inclement weather and holidays) or if there is an emergency requiring the use of the Centre as an Emergency Reception Centre.

1.3 In the event that the Licensee determines that it will not be using a portion of the Premises at the allocated date and time set out in section 1.1 of this Agreement, the Licensee shall notify the City in writing of the cancellation at least 72 hours prior to the allocated date and time. In these cases, the City may at its sole discretion, permit use of that portion of the Premises by another party.

1.4 At the sole discretion of the City’s General Manager of Community Services, and upon providing at least two weeks’ written advance notice, the City may cancel the Licensee’s use of the Premises for any allocated date or time set out in section 1.1 of this Agreement.

2. **Term:**

2.1 The term of this Licence Agreement shall be for a period of three (3) years, commencing April 1, 2011 if the Centre has been opened by the City, or such later date as the Centre is opened by the City, and terminating March 31, 2014, or terminating at such earlier date pursuant to section 10 of this agreement.

**Renewal:**

2.2 At the expiration of the initial term of this Agreement, the Agreement is automatically renewed for one year and continues in force from year to year for a maximum of three one-year renewals, unless sooner terminated pursuant to section 10 of this Agreement.

3. **Licence Fee:**

3.1 The Licensee shall pay to the City a monthly licence fee of $0.00.

4. **Obligations of the Licensee:**

4.1 **Use of Premises**
The Licensee shall use the Premises solely for the purposes of the storage space and program space.
4.2 Keys
The Licensee shall return City keys forthwith upon demand by the City. The Licensee shall forthwith provide the City with the names of any individuals who from time to time are in possession of the keys. The Licensee shall ensure that no duplicates of the keys are made. The Licensee shall ensure that only individuals for whom it is at law responsible have access to the keys. The Licensee shall notify the City forthwith of any lost keys, or if it becomes aware that duplicate keys have been made. Should the City be required to change any locks as a result of lost keys or duplicate keys being made, the cost of same shall be borne by the Licensee.

4.3 Access – Not Outside Program Hours
The Licensee and those for whom it is responsible at law shall not access the Premises except during those dates and times set out in this agreement. If the Licensee and those for whom it is responsible at law require additional time to access the Centre (e.g. set up for special events, drop off of equipment or supplies), the Licensee shall obtain prior written permission from City personnel prior to such access.

4.4 Where the Licensee charges an admission fee for any program or special event, the Licensee shall be responsible for collecting such fees and such fees shall not be a fee or charge of the City.

4.5 Sports Equipment Damage
With respect to sports equipment provided by the City under section 6.7, the Licensee shall repair or replace sports equipment where the sports equipment is damaged due to a willful act or due to the negligence of the Licensee or those for whom the Licensee is at law responsible.

5. Licensee Covenants:

5.1 The Licensee covenants and agrees as follows:

a) to use the Premises only for the purpose set out in this Agreement;
b) to maintain the appearance of the Premises in a neat, tidy, clean and well-kept manner, free from garbage and debris;
c) to ensure that no rubbish, refuse, or material that in the sole opinion of the City is objectionable, accumulates in or about the Premises;
d) to reimburse the City for extraordinary custodial work necessary as a result of Licensee activities;
e) to promptly inform the City and document all damages or repairs;
f) to reimburse the City in full for any repairs the City makes as a result of Licensee activities;
g) to ensure that appropriate supervision is provided during use of the Premises;
h) not to bring into the Premises or store at the Premises dangerous materials, including but not limited to flammable or explosive materials;
i) to ensure:
   i. smoking is not permitted on the Premises in contravention of the City’s smoking by-laws or Provincial law;
   ii. drinking of alcoholic beverages is not permitted on the Premises unless in compliance with an ACGO permit and City alcohol policy;
   iii. that there is no storage of alcoholic beverages on the Premises;
   iv. that vehicles will be parked on the Centre only in designated parking areas;
j) to comply with all Federal and Provincial Legislation, Rules, Regulations, Municipal By-laws and applicable Policies; and
k) the complete care, custody and control of the Centre and Premises, shall at all times remain with the City through its management, supervisory, custodial and maintenance employees, excluding contents owned by the Licensee or its members, invitees, or persons for whom it is at law responsible.

6. Obligations of the City:

6.1 Keys
The City will provide the Licensee one key to access the designated kitchenette cupboard located in the large meeting room. The Licensee shall not receive keys to
access the Centre.

Orientation

6.2 The City, in its sole discretion, will provide any required orientation on all security systems, including emergency procedures such as fire evacuation, reporting procedures regarding injuries, property damage and theft.

Custodial Services

6.3 The City will be responsible for all custodial services for the Premises in accordance with its usual practices.

Other Services

6.4 The City will provide reasonable storage in the designated space for all supplies, as determined by the City in its sole discretion.

6.5 The City agrees as follows, to a standard as determined solely in the City’s discretion:
(a) to keep the sidewalks and parking areas on the Premises clean and reasonably free of ice and snow;
(b) to clean and maintain the Centre and the entrance to the Centre;
(c) to keep the Premises in a good state of repair, except that the City’s obligation to repair shall not extend to any repairs, damages, injuries or maintenance which arises from or results from the willful or negligent act or omission of the Licensee or its agents or of those for whom it is at law responsible.

6.6 The City will permit the Licensee to use the Centre’s amenities existing as at the date of the entering into of this agreement.

6.7 Sports Equipment
The City will permit the Licensee to use City-owned sports equipment including basketballs, indoor soccer balls, soccer nets, volleyballs and the volleyball net with poles, while conducting their programs at the Centre. This equipment is, and will continue to be, the property of the City and must remain at the Centre at all times. Subject to section 4.5, replacement or repair of equipment due to normal wear and tear will be the responsibility of the City. The City is not responsible for any additional sports equipment, materials or supplies necessary to execute any of the Licensee’s programs.

7. General Provisions:

7.1 The Licensee accepts the Centre and Premises in the condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or call upon the City to supply any equipment to make the Centre or Premises more suitable for the proposed use by the Licensee.

Donations

7.2 Any items donated by the Licensee to the City shall become the property of the City and the City may use or dispose of such items as in its sole discretion it sees fit. Any items remaining in the premises for more than 15 days following termination of this License shall be deemed a donation to the City.

Inspections by City

7.3 The City may inspect the Premises at any time to ensure compliance with the terms of this Agreement and any Federal or Provincial Legislation, Regulations, Municipal By-laws and applicable Policies.

Not Responsible for Damage/Theft

7.4 The City shall not be responsible for any damage or theft to vehicles parked in the parking areas. The City shall not be responsible for any loss or damage to the Licensee’s equipment or property in or on the Premises or the Centre. The City shall not be responsible for any loss or damage to the equipment or property of persons for whom the Licensee is at law responsible.
7.5 **No Assignment**

The Licensee shall not assign this agreement or sublicense any part of the Premises without first obtaining the written consent of the City.

7.6 **Repairs/Construction**

The Licensee acknowledges that the City may make repairs, additions and/or construction to the Centre and/or Premises from time to time. The Licensee agrees that at such times it may be required to vacate such location as and when directed by the City, and the City shall not be liable to pay any refund or damages to the Licensee resulting from same.

8. **Insurance and Indemnification:**

8.1 **Insurance**

(a) Throughout the term of this agreement, the Licensee shall obtain and maintain the coverage shown below and shall provide that the following insurance will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry:

(i) Third party general liability insurance covering all claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the use of the Centre by the Licensee. Such policy shall include the City as an additional insured with respect to this Agreement and be in an amount not less than five million ($5,000,000.00) dollars including personal injury liability, broad form property damage liability, contractual liability, owners’ and contractors’ protective liability, non-owned automobile liability, contingent employer’s liability, and shall contain a severability of interests clause and cross-liability clauses.

(ii) Tenants legal liability insurance in an amount not less than $200,000.00 and

(iii) Standard all-risk property insurance covering the property of the Licensee, including leasehold improvements, in an amount not less than the full replacement cost value with a deductible of no more than $2,500.00; such policy shall include a waiver of subrogation in favour of the City;

(c) The Licensee shall not do, omit to do, or permit to be done or omitted to be done on or at the Centre anything that may increase premiums or void coverage under the property insurance policies carried by the City on the Premises described in this agreement.

(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

(e) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the City may reasonably require from time to time.

8.2 **Indemnification**

The Licensee agrees to protect, defend, indemnify and save the City harmless from and against:

(a) all liability, loss, claims, demands, actions, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, including reasonable legal fees, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with this licence as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee or their members, officers, employees, agents or contractors, invitees, or other persons for whom the Licensee is at law responsible; and

(b) any claim or finding that any of the Licensee, the Licensee's employees or persons for whom the Licensee is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and

(c) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments,
or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Licensee; Licensee's employees or others for whom Licensee is at law responsible in connection with the licensing of the Premises or otherwise in connection with Licensee's operations.

9. Status of Licensee:

9.1 The Licensee acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Licensee, nor any person employed by or associated with the Licensee is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the Income Tax Act, R.S.C. 1985 c.1 (1st Supp); the Canada Pension Act, R.S.C. 1985, c.C-8; the Employment Insurance Act, S.O. 1996,c.23; the Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A"); the Occupational Health and Safety Act, R.S.O. 1990, c.o.1; the Pay Equity Act, R. S. O. 1990, c.P.7; the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

9.2 Notwithstanding paragraph 9.1 above, it is the sole and exclusive responsibility of the Licensee to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

9.3 The Licensee shall operate independently of the City and is not the agent or servant of the City for any purpose.

9.4 Nothing in this Agreement shall entitle or enable the Licensee or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, and warranty or guarantee binding upon, or otherwise to bind the City. The Licensee and any subcontractor of the Licensee and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

10. Termination:

Termination by the City

10.1 If the Licensee defaults in performing any of its obligations under this Agreement, the City may terminate the licence granted under this Agreement immediately without liability. Any waiver by the City of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any if its rights or remedies in respect of any continuance or repetition of such breach.

10.2 The City may terminate this Agreement for any reason without liability by providing notice in writing seven (7) calendar days prior to the date of such termination.

Termination by the Licensee

10.3 In the event of termination of this agreement, the City shall have no further obligations to the Licensee.

10.4 The Licensee may terminate this Agreement without liability upon thirty (30) days prior written notice for any reason.

11. Notice:

11.1 Any notice required to be given to the City or the Licensee under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office. In the event that the Licensee’s corporate mailing address changes, it is the responsibility of the Licensee to notify the City immediately of the address change.
12. **Circumstances Beyond the Control of Either Party**

12.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and the Licensee including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee’s negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

13. **Execution**

13.1 The Licensee acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions. Further the Licensee agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

14. **Independent Legal Advice**

14.1 The Licensee acknowledges that it has had the opportunity to obtain independent legal advice with respect to this agreement.
IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its duly authorized officers.

SIGNED SEALED AND DELIVERED

BOYLE ACTIVITY COUNCIL

Date  
Per (Signature):  
Print Name:  
Print Title:  
I Have the Authority to Bind the Corporation

Date  
Print Name:  
Print Title:  
I Have the Authority to Bind the Corporation

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its Mayor and Clerk,

THE CORPORATION OF THE CITY OF LONDON

Date  
Joe Fontana, Mayor

Date  
Catharine Saunders, City Clerk
SCHEDULE "A"
PLAN SHOWING PREMISES
**Chair and Members**
April 1, 2011
Community and Neighbourhoods Committee

RE: Supply and Delivery of Fire Services Tanker
Capital Project PP1152 - 2010 Emergency Fire Vehicles
Carl Thibault Fire Trucks Inc. - $343,425.00 (excluding HST)

---

**FINANCE AND CORPORATE SERVICES DEPARTMENT REPORT ON THE SOURCES OF FINANCING:**

Finance and Corporate Services confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Executive Director, Community Services, the detailed source of financing for this purchase is:

<table>
<thead>
<tr>
<th>ESTIMATED EXPENDITURES</th>
<th>Approved Budget</th>
<th>Additional Funding Required</th>
<th>Revised Budget</th>
<th>Committed to Date</th>
<th>This Submission</th>
<th>Balance for Future Work</th>
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</thead>
<tbody>
<tr>
<td>Replace Vehicles &amp; Equipment -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Tanker</td>
<td>$275,000</td>
<td>$74,469</td>
<td>$349,469</td>
<td>$349,469</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- (2) Command Cars</td>
<td>70,000</td>
<td>70,000</td>
<td>20,560</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET ESTIMATED EXPENDITURES</td>
<td>$345,000</td>
<td>$74,469</td>
<td>$419,469</td>
<td>$20,560</td>
<td>$349,469</td>
<td>$49,440</td>
</tr>
</tbody>
</table>

**SOURCE OF FINANCING:**

- Drawdown from Vehicle & Equipment-Fire Reserve Fund: $345,000
- Capital Levy-tsf fr. PP1163-Hazardous Material Equipment: $12,715
- Capital Levy-tsf fr. PP1024-Replace Firefighter Equipment: $61,754

**TOTAL FINANCING:**

<table>
<thead>
<tr>
<th></th>
<th>$345,000</th>
<th>$74,469</th>
<th>$419,469</th>
<th>$20,560</th>
<th>$349,469</th>
<th>$49,440</th>
</tr>
</thead>
</table>

Financial Note:

1) Contract Price: $343,425
Add: HST @13%: 44,645
Total Contract Price Including Taxes: 388,070
Less: HST Rebate: 36,601
Net Contract Price: $349,469

2) The additional funding requirement of $74,469 is available as a transfer of capital levy from PP1163 - Hazardous Material Equipment and PP1024 - Replace Firefighter Equipment.

---

EH
Larry Palarchio
Director of Financial Planning & Policy
An Open Letter to Gary Bettman & the NHL Board of Governors

We are enthusiastic, life-long hockey fans who want to lend support to Mario Lemieux and many commentators’ views that the recent incidents of fighting in hockey cannot be tolerated. In particular, we endorse Mario Lemieux’s words after a recent Penguin-Islander brawl, “it was painful to watch the game I love turn into a sideshow ….. The NHL (needs) to send a clear and strong message that those kinds of actions are unacceptable and embarrassing to the sport.” We agree with these sentiments.

As fans, we note the level of self-control that players at the junior and NHL level can demonstrate during international competitions such as the World Junior Championship and the Olympics. Even the NHL players reduce fighting by almost 50% during the Stanley Cup Playoff without affecting attendance or TV viewers. Scandinavian countries have banned hockey fights and other leagues such as college hockey have managed to eliminate this part of the game.

We know that the NHL wants to put the best possible product on the ice and you are always looking for ways to improve the game. We would ask you to consider a number of points in your upcoming discussions:

1. There is increasing research and public awareness about the short and long-term harm from concussions. We have gone from celebrating Sydney Crosby’s gold medal goal last year to worrying about his future as a result of several blindside hits to his head. Other stars like Marc Savard are facing uncertain futures from repeated hits to the head. What is frequently missed is that there is no difference in a hit to the head by an elbow or shoulder than a punch to the head in a fight. Recent fights have sidelined a number of NHL players with concussions and other injuries. Fights are not always consensual acts between players of the same size and experience. Hockey is an intense and physical game that requires protection of players and prevention of injuries wherever possible.

2. What message do we send junior hockey leagues and younger players when we don’t send stronger messages against hockey violence? NHL players are role models and set the standards for youth playing hockey. Junior hockey players who aspire to be drafted by the NHL have to fight and risk injury in order to prove their worth and full potential. These young men are teenagers and face unnecessary risks of concussion to pursue their dreams. Junior hockey team owners have stated that their teens have to fight since they are suppliers to the NHL. Hockey should be about athletic speed, skill and determination.
rather than becoming a goon for a team. In a recent Bruins-Stars game, there were 3 fights in the first 6 seconds of play. It is hard to argue that fighting is essential to the game and is part of the flow of the sport under those conditions.

3. Many parents and educators are worried about the impact of media violence on our children's development. The fights and hits to the head have become a form of entertainment where videos have been created to glorify these incidents and sports shows that highlight the fights of the week are part of a hockey entertainment package. The media promotes the most negative aspects of the game and signals to our youth that this unsportsmanlike conduct is to be admired.

We understand that there is tremendous resistance to change. We recognize that some fans and commentators support the violence and see it as inevitable in a high-speed contact sport like hockey. The Olympics prove the opposite. Fighting and violence sells but we would argue that the fans would not turn away. In fact in some of the US markets, you might find more families interested in the game without the fighting.

We know that fighting has always been part of hockey but rules change in hockey on a regular basis from penalty calls to the size of the goal crease. Goalies wore no masks in the NHL just 30 years ago and junior players didn’t have to wear mouth guards or helmets with visors. Eliminating all intentional hits to the head including fighting should be part of that same shift and would send a strong message that violence is no longer acceptable to our hockey heroes and our national pastime.

Peter Jaffe PhD, Professor, Faculty of Education, University of Western Ontario Centre for Research and Education on Violence against Women and Children Jaffe 519-661-2018 e-mail: pja@uwo.ca

Graham Pollett MD, Medical Officer of Health. The Middlesex-London Health Unit 519-663-5317 ext 2444 email: graham.pollett@mlhu.on.ca

Ray Hughes MEd, National Coordinator, CAMH Centre for Prevention Science 519-858-5144 ext. 25508 email: r.hughes@tvdsb.on.ca
COMMUNITY SAFETY AND CRIME PREVENTION

ADVISORY COMMITTEE (CSCP)

PRESENTATION BY W. BROCK
(member)

March 24, 2011
FORWARD

The attached brief is presented as a working document to ensure all members of the committee; city council committee reporting through and city council are all aware of the policies, guidelines and procedures of this advisory committee. This is achieved by identifying each of the documents giving guidance for our role from city council.

The objective of this brief is to ensure awareness of our role by each member and identify an action plan to ensure safety and crime prevention issues are addressed in the city of London.
INTRODUCTION:

Previous reports have identified various issues addressed by the committee that met with limited success. A review of the processes will identify how to learn from the past and make it better for the future. Before doing this it is important to highlight; for historical reference; major actions by this committee in the long history of addressing safety in this city. A short list would include Block Parents Program; Buckle Up Baby; Bicycle Helmets; Traffic speeds in school zones and safety village initiative.
Community Safety & Crime Prevention Advisory Committee

Mandate:

Letter from C. Saunders, City Clerk dated December 15, 2009 resolving that all city departments be requested to include CSCP in all consultations related to crime prevention and safety matters before finalization of a project.

By-law to amend Council Policy 5(16) entitled “Terms of reference for all Advisory Committees” passed by Council on August 30th, 2010 which gives direction on normal procedure to follow through standing committee. This committee is now known as COMMUNITY & NEIGHBOURHOODS COMMITTEE

PROCESS FOR ADVISORY COMMITTEE
Agendas are prepared by staff personnel for each meeting. There is
no support staff provided for preparation of documents such as this. Such documents would only come by this committee establishing a working committee from membership. Sources of safety issues may come from reports submitted by police or fire departments; Block Parents; Neighborhood Watch; City staff where safety issues are raised; Press identifying safety issues; referrals to this committee as previously identified Council resolution of December 15, 2009.

Flow Chart for reporting:
Community Safety & Crime Prevention Advisory Committee meets every 4th Thursday of the month excluding July, August and December.
The agenda is prepared by City Clerk’s office and mailed out week before scheduled meeting to members. Specific items on agenda would be referred to the appropriate staff and if someone requested copy of agenda they would be given one. Items from members for meeting must be provided one week before mail out date.
The regular meeting is held from 12:15 pm - 2:30 pm subject to quorum and agenda content.
The report / minutes is submitted to City Council through the standing committee (Community & Neighborhoods). All Councilors get copy of agenda and minutes.
Presentation at Council is from Chair of Committee and may be approved as a block of items or specific questions asked to Chair.
A resolution of Council will be received from city clerks’ office.
It is important to recognize that Council is aware of all agendas and reports from this committee on an ongoing basis.
The normal period of time to address a recommendation could be two months; noting Chair of Advisory Committee may be asked to address Council Standing Committee. Referrals to staff are received by Advisory Committee.

EXPERIENCE DURING TRANSITION

There are two sources of safety matters dealt with by this
committee; namely reports from various public bodies and members of committee generating programs or action plans about safety.

Summary of reports received and commented on by this committee:
Safe Schools Strategy Overview
May 2008

Our Children Youth & Families
Aug. 2008
The best for our families youth & families

Ontario Youth Against Violence
Nov. 2008

Great Near Campus Neighborhood Strategy
2009

Waterloo Regional Police Services Community Safety & Crime Prevention Council
May 2010

Outdoor Skate Park Implementation Strategy
May 2010

London Strengthening Neighborhoods Strategy
May 2010

Renewed National Crime Prevention Strategy
May 2010

Downtown Master Plan
2010-2011

Pedestrian Collisions Data (G. Fowler member) Dec.
2010

(samples of some issues)

For Committee review:
Clarity of our role.
How to handle issues coming to us in the future?

Vision Statement
Logic Model

Recommendations to move outstanding matters along?
APPENDIX “A”

Bill No.
2011

By-law No.

A By-law to approve the City of London’s 2011 Special Events Policies and Procedures Manual.

WHEREAS section 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of the Corporation of the City of London enacts as follows:

1. The 2011 Special Events Policies and Procedures Manual attached as Schedule A to this bylaw, is APPROVED.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on , 2011.

Joe Fontana
Mayor

Cathy Saunders
City Clerk

First Reading -
Second Reading –
Third Reading –
The Corporation of the City of London

2011 Special Events Policies & Procedures Manual

Prepared by:

The Corporation of the City of London
Community Services Department
Parks and Recreation
151 Dundas Street, P.O. Box 5045
London, Ontario N6A 4L6

Phone: 519 661.2500 x2379
Fax: 519 661.5793
Web Site: www.london.ca

Revised: April 13, 2011
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Section 1

Purpose

2011 Special Events Policies & Procedures Manual

1.0 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. In 2005, more than 130 special events took place on City property. These events vary in scope, purpose, size, cost and complexity.

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 **Foreword** - These policies and procedures are designed to help the special event operator effectively use the requirements that are in place and to effectively plan and execute a successful special event.

Most special events represent a major investment of time and money. When well conceived and planned, they can bring rewarding dividends to the organizers and the City of London. 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.

The Corporation of the City of London is at your service to help in every way possible to make your event a success.

The City of London Special Events Team is committed to working with event organizers in helping them to achieve their outcomes while maintaining the standards established by the Policies and Procedures Manual.

1.4 **Purpose** - The purpose of the Special Events Policies & Procedures Manual is to incorporate, into one manual, policies and procedures used by the various agencies and departments within The Corporation of the City of London to process applications for special events. It will also outline an approved policy regarding the operation of events on City of London property, streets and roadways, and associated fees and charges for related services provided by The Corporation of the City of London.
2.0 Our City of London Special Events Core Values

We believe in integrity in everything we do
- We will never compromise what is right for what is easiest.

We believe that special events contribute to our community identity
- Londoners identify with the special event opportunities that are afforded them.

We believe in celebrating our cultural diversity
- Festivals and events help us to understand and appreciate people from different backgrounds.

We believe in consistency and fairness
- We will treat everyone with fairness, courtesy and respect.

We believe in service
- Our job is to make the event operator’s job easier through timely and efficient service.

We are sensitive to community and neighbourhood needs
- We recognize that events occur in other people’s “backyards”.
Goals & Objectives

2011 Special Events Policies & Procedures Manual

3.0 Goals & Objectives

3.1 Goals - The primary goal for the Policies & Procedures Manual is to create an “event friendly” atmosphere for the City of London.

3.2 Objectives - The specific objectives of the policy are as follows:

(a) Provide logistical assistance to special events operation on City of London property, streets and roadways;

(b) Ensure that event applications are treated fairly and in an equitable manner;

(c) Ensure all City interests are met to protect assets and citizens of London;

(d) Ensure that all Federal and Provincial laws and regulations and Municipal by-laws are observed;

(e) To work closely with Tourism London in promoting London as the premiere place to hold special events;

(f) To clearly outline the environmental standards for special events with regards to waste reduction and waste diversion programs, and to provide assistance to special event operators in the roll-out of these programs at their events;

(g) To provide assistance to the special event operator that is eligible under the ‘Definition of Special Events’ page 5;

(h) 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;

(i) To recover all direct costs related to services provided by The Corporation of the City of London;

(j) 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 & Procedures Manual.
Section 4

Special Events Co-ordinating Committee
2011 Special Events Policies & Procedures Manual

4.0 Special Events Co-ordinating Committee

4.1 Purpose - The Special Events Coordinating Committee is made up of a cross section of various external outside agencies and internal departments. Each event may involve different departments and agencies in many different ways. Through the Special Events Coordinating Committee, the Special Events Policies & Procedures Manual is reviewed and revised annually to ensure that it continues to be a user friendly process for the special event operators.

4.2 Composition - The City of London Special Events Coordinating Committee consists of members from:

- Fire Prevention
- London Police
- Environmental and Engineering Services Department
- Tourism London
- Community Services Department, Parks and Recreation (Chair)
- City Clerk’s Office
- Planning & Development Department
- Middlesex-London Health Unit
- City Solicitor’s Office
- Technical Standards & Safety Authority
- SOCAN

4.3 Objectives
- To evaluate, on an ongoing basis, all special events policies and procedures
- To make a recommendation when a special event operator requests a facility on the same date and location as an existing event
- To annually hold a public participation meeting to allow for public input
- To report to the Community and Protective Services Committee annually, and advise on any changes or modifications to the Special Events Policies & Procedures Manual
5.0 Definition of Special Events

5.1 General Definition of Special Events - For the purpose of this policy a Special Event is defined as a one time, annual or infrequently occurring event on City of London property that is reserved for exclusive use and which meets the following criteria:
- Celebration of a specific theme
- Has a pre-determined opening and closing date/time
- Is a minimum of 8 hours in duration
- Is available to the community at large

Note: activities not meeting the criteria may still be permitted to occur as a private rental function and may be subject to some or all of the policies and procedures contained in this manual as determined by the Special Events Manager or designate.

5.2 Specific Types of Events
- Harvest/Agricultural: celebrates/educates agriculture
- Cultural: celebrates/educates heritage and cultures
- Theatrical: Indoors the display of theatre arts
- Neighborhood: provides neighbourhoods with an opportunity to celebrate
- Commemorative: acknowledge significant dates or occurrences
- Athletics: involves competition of an athletic nature
- Artistic: celebrates/displays of creative and artistic works
- Commercial: events designed to generate surplus revenue
Bookings

2011 Special Events Policies & Procedures Manual

6.0 Bandshell Bookings

The City of London owns and operates three bandshells - one in Victoria Park and one in Harris Park and one in Springbank Gardens. Bandshell bookings may be made for a variety of reasons that are for the enjoyment of the general public or a specific audience, these may include, but are not limited to, the following types of events:

- Concerts
- Fund Raisers
- Display Purposes
- Opening Ceremonies
City of London Property Rental Statement
2011 Special Events Policies & Procedures Manual

7.0 City of London Property Rental Statement

7.1 All Special Events must be booked through the Special Events Manager or designate.

7.2 Only special events involving Neighbourhood Association/Community Associations will be permitted to use Neighbourhood Parks for special events (as defined in the City’s Planning Division, Parks Planning List of Park Class).

7.3 Rental fees will be levied for all special events held on City of London property.

7.4 The Corporation of the City of London reserves the right to request event financial statements, certificates of insurance, and other documentation deemed necessary.
General Policies & Procedures
2011 Special Events Policies & Procedures Manual

8.0 General Policies & Procedures

8.1 All legislation, bylaws and regulations must be adhered to by the special event operator.

8.2 The special event operator are required to adhere to all special event policies and procedures. 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.

8.3 The special event operator is required to provide evidence of all necessary licenses/permits required to operate the event.

8.4 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 John Labatt Centre venue.

8.5 Waste Reduction and Waste Diversion Changes
In 2011 the special event operator is required to submit a waste management plan one month prior to their event.

The City will continue to work with special event operators, using Victoria Park, to deliver the EcoStation service and to reduce the volume of waste generated from food packaging (e.g., Styrofoam™).

Recycling programs should be in place at all special events where Blue Box recyclables (consistent with City of London program) are being generated. The City will provide special events with an appropriate number of recycling containers and will arrange for the removal of recyclable materials from a designated location (which may include curbside for smaller events) after the event.

EcoStation Definition: are consolidated waste collection points where event participants can dispose of their garbage, recyclables and compostable materials

For events outside Victoria Park selling food and beverages, the EcoStation service is available upon request. However, the special event operator is required to first demonstrate they are able to provide sufficient volunteers or paid staff to operate the EcoStations and that they will ensure that all of their food vendors are using compostable, recyclable or reusable food packaging.

8.6 Solicitation of funds during special events is prohibited without written permission from the Community Services 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.

8.7 (a) If an event operates successfully and in compliance with the requirements of this Manual, the special event will be given priority consideration to reserve the use of the City of London property, streets, roadways, showmobile and/or bleachers and, for the same date(s) and/or weekend the following year (extenuating circumstances may apply).

(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).
8.8 (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 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 event operator wishes to create a new event the property and date(s) are not automatically transferred to the existing operator (extenuating circumstances may apply – ie: the event can no longer continue in its current state for safety reasons). 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.

8.9 Hot air balloons will not be allowed to launch from any City of London property adjacent to City of London property used during a special event without the permission of the City of London and the special event operator.

8.10 The special event operator is required to submit an Emergency Plan 10 days prior to their event. The emergency plan should identify potential risks and provide information on how to respond to those risks (eg. severe weather and notification system and evacuation plan).

8.11 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. (see Guide: How to Plan Accessible Outdoor Events).

8.12 In order to mitigate the potential for aggressive behavioral issues that arise at athletic events, the London Police Service in conjunction with the Athletic Event Organizer and the Special Events Manager or designate will develop security requirements for each athletic event. The special event operator may be required to hire paid duty uniformed police officers according to the special event evaluation.

8.13 No person may be permitted at any special event to: a] carry or sell firearms or prohibited weapons or b] carry or sell illegal drugs. Depending on the nature of the event, in the sole discretion of the Special Events Manager or designate, in consultation with London Police Services, event operators may be required to post signs advising of these or other prohibitions at every entrance to every property and building used in the event to notify attendees that weapons are prohibited at the site. Any person carrying or selling firearms, prohibited weapons or selling illegal drugs may be charged by the Police.

8.14 Groups who intend to gather at the Cenotaph for a purpose and decorum consistent with the symbolism of the Cenotaph, must notify the City of London, City Clerk’s Office, by letter, no later than two weeks in advance of the special event.

8.15 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).

8.16 New – 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 with biodegradable attachments or closures is permitted.

8.17 New - The City of London does not permit the attachment of art, garden displays or hammocks to trees located on City of London Properties (parklands, parking lots, streets) during a permitted Special Event.

8.18 New - Any organization wishing to install any banners must comply with the following: Where a worker/volunteer is exposed to the hazard of falling and the surface to which he or she might fall is more than three metres below the position where he or she is situated,

(a) the worker/volunteer shall wear a serviceable safety belt or harness and lifeline adequately secured to a fixed support and so arranged that the worker/volunteer cannot fall freely for a vertical distance of more than 1.5 metres; and

(b) the fall arresting system described in clause (a) shall,

(i) have sufficient capacity to absorb twice the energy and twice the load that under the circumstances of its use may be transmitted to it, and

(ii) be equipped with a shock absorber or other devices to limit the maximum arresting force to 8.0 kilonewtons to the wearer. R.R.O. 1990, Reg. 851, s. 85.

(c) and/or hire a certified installer/lift.

8.19 New - Spray Paint – The contract holder shall not spray paint mileage markers/directions, etc., directly onto the asphalt surface.
Procedures for the Use of Victoria Park
2011 Special Events Policies & Procedures Manual

9.0 Specific Procedures for the Use of Victoria Park

In order to minimize site impacts in Victoria Park due to special events, the following procedures are adopted:

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

9.2 The special event operator agrees to prevent the operation of, and the parking of, all motorized vehicles in the park during an event unless prior approval is given by the Special Event Manager or designate.

9.3 All vehicles should remain on paved surfaces.

9.4 Set-up on grassed areas not directly adjacent to a paved surface should be limited to non-vehicular booths and/or tents.

9.5 At larger events, additional staff may be required to ensure set-up and takedown activities are in accordance with the approved Event Site Plan. The Corporation of the City of London staff is available to coordinate and monitor activities at the expense of the event holder.

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

9.7 Alcoholic beverages will not be allowed in Victoria Park for any event.

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

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

9.10 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 Special Event Manager or designate will be towed from Victoria Park at the owners risk and expense. The event organizer 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 may be subject to a ticket from Parking Enforcement.

9.11 One craft parking permit per vendor spot may be purchased from the City of London for craft vendor stock trailers only. Trailer (a vehicle without motive power, designed for the carriage of cargo and to be towed by a motor vehicle, not to be utilized as sleeping or housing quarters) may only be parked parallel behind the tent.

<table>
<thead>
<tr>
<th>1-3 Days</th>
<th>4+ Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10 ft. $50</td>
<td>Under 10 ft. $60</td>
</tr>
<tr>
<td>Over 10 ft. $100</td>
<td>Over 10 ft. $120</td>
</tr>
</tbody>
</table>

Craft Vendor: To be eligible to purchase a craft parking permit, the craft vendor must be registered/designated as a craft vendor by the event organizer and not a food vendor that is eligible for vendor parking.

9.12 For every four food vendors, event organizer is required to set up one EcoStation (eg. 40 food vendors=10 EcoStations). The City of London will provide event organizers with a sufficient number of Ecostations, tents, bins, signs etc. The event operator is required to set up and staff the Ecostation with sufficient volunteers or paid staff for the duration of their event in accordance with their approved waste management plan. The Corporation of the City of London staff is available to coordinate and monitor EcoStation activities at the expense of the event holder.

9.13 For the collection of recyclables, the City of London will cover the cost of bulk bins, where warranted, for the collection of recyclables and compost materials for major special events. This includes the provision of recycling containers for the collection of recyclables consistent with the City’s program (Table 12.1, List 1 & Table 12.1, List 2), and the removal after the event. The City is not responsible for transporting any of the bagged waste materials (ie. recyclables, compostable or garbage) from the EcoStation to the bulk bin area.
Section 10

Procedures for the Use of Springbank and Harris Park
2011 Special Events Policies & Procedures Manual

10.0 Specific Procedures for the Use of Springbank and Harris Park

10.1 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.

(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.

10.2 Springbank Gardens Site (formerly Wonderland Gardens):
(a) All events with amplified 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 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) Amplified 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 amplified concert. Non compliance could result in cancellation of future events held by that special event operator.

10.3 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 14 of this manual.
GREENWAY PARK
Section 11

Financial Security
2011 Special Events Policies & Procedures Manual

11.0 Financial Security

11.1 (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 (page 15). 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-names, 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 of City property in connection with the special event.

A blank copy of the certificate can be obtained at the City of London website www.london.ca/cityhall/citymanager/certificatestandard_0788.pdf

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 using City of London property may be required to submit an audited event statement.
# Standard Certificate of Insurance

*This is to certify that the Insured, named below is insured as described below.*

*** This form must be completed and signed by your insurer or insurance broker. ***

**Note:**
1. Proof of liability insurance will be accepted on this form only with no amendments.
2. Insurance company must be licensed to operate in Canada.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insurance Company (All legal name)</th>
<th>Policy number</th>
<th>Effective date (Year, Month, Day)</th>
<th>Expiry date (Year, Month, Day)</th>
<th>Limits of liability (policy Injury &amp; property damage - Insured)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Umbrella</td>
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<td></td>
<td>$</td>
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<tr>
<td>Excess</td>
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<tr>
<td>Other (Explain.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>


Tenant's Legal Liability: [ ] NO or [ ] YES, (limit) $________

Liquor Liability: [ ] NO or [ ] YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, Middlesex-London Health Unit, London Police Service and London Middlesex Housing Corporation have been added as an additional insured but only with respect to their interest in the operations of the Named Insured.

If canceled or changed in any manner, that would affect the City of London or other scheduled additional insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

- **The Corporation of the City of London**
  - Attention: Risk Management Division
  - Office location: 520 Wellington Street, Unit 1
  - Mailing address: P.O. Box 5035
  - London, ON N6A 4L9
  - Fax: 519 661-4631
  - eMail: boonte@london.ca

**Motor Vehicle Liability** - must cover all vehicles owned, or operated by, or on behalf of the insured.

<table>
<thead>
<tr>
<th>Motor vehicle liability</th>
<th>Insurance Company</th>
<th>Policy Number</th>
<th>Effective Date (YYYYMMDD)</th>
<th>Expiry Date (YYYYMMDD)</th>
<th>Limits of Liability $</th>
</tr>
</thead>
</table>

This is to certify that the Policies of insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written below.

<table>
<thead>
<tr>
<th>Name of insurance company or broker (completing form)</th>
<th>Telephone number with area code ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Fax number with area code ( )</td>
</tr>
<tr>
<td>Name of authorized representative or official (Please print.)</td>
<td>Signature of authorized representative or official Date (year, month, day)</td>
</tr>
</tbody>
</table>
Garbage & Recycling/Site Clean-up/General Maintenance

2011 Special Events Policies & Procedures Manual

12.0 Garbage & Recycling/Site Clean-up/General Maintenance

12.1 The special event operator is responsible for the clean up of the park and the removal of all garbage by noon the day after the event ends.

12.2 The City will provide all normal maintenance services to its current routine standards including but not restricted to grass cutting, snow and ice clearing and any regular housekeeping/janitorial supplies and services at the event location before and during the event. Any additional maintenance required by the special event operator prior to or during the event, shall be at the sole cost and responsibility of the special event operator.

12.3 Event organizers shall be responsible for removing the bagged materials from both the recycling containers and garbage bins and placing them in a designated location. The City will be responsible for the collection of bagged recyclable materials from the designated location (which may include curbside for smaller events) after the event. The event organizer shall be responsible for the removal of the garbage.

12.4 As part of their waste management plan, event organizers will inform the City of the range of waste materials being generated. They will also work with City representatives to ensure the recycling containers are on site and appropriately distributed around the event site (e.g., ensure beer cup collection is separate from bottle and can collection). Generally this will require the special event operator to place the recycling containers adjacent to the garbage containers (i.e., all garbage containers are twinned with a recycling container).

Note: this does not apply to the sites where the EcoStation service will be delivered.

12.5 The City of London will not charge the special event operator for garbage delivered to the W12A Landfill from events run by not-for-profit organizations where the EcoStation service has been delivered. For events outside Victoria Park (where there is no Ecostation service), and run by not for profit organizations and special events approved by the Community Services Department, there will be no fee for garbage delivered to the W12A Landfill.
12.6 Waste Reduction and Waste Diversion Changes for Victoria Park - For events where food and beverages are to be sold, special event operator using Victoria Park will participate in phase three of a three-part phase-in plan to improve the waste management practices at public events held on City owned property. Phase three will build on previous changes which included i) the elimination of non recyclable, non compostable and non reusable food packaging, and ii) expanded delivery of the EcoStation service. EcoStations are consolidated waste collection points where event participants can dispose of their garbage, recyclables and compostable materials. The roles of the City and the special event operators with regards to these new initiatives are outlined below.

In Victoria Park only, the City will:
- provide bulk bins, where warranted, for the collection of recyclables and compost materials.
- provide for the removal of recyclables and compost materials from a designated waste depot area or bulk bin station in the park
- set up and take down 15 (and possibly up to 20) EcoStations. The City will supply all the necessary containers, signage, and tents for the EcoStations.

In Victoria Park only, the Special Event Operator will:
- Submit a waste management plan one month prior to their event
- inform the City of the range of waste materials being generated
- provide bulk bins for the collection of garbage
- provide volunteers or paid staff to assist with the operation of EcoStations. These individuals will:
  - staff the EcoStations and assist event participants in sorting their waste materials into the correct containers
  - transport waste materials from the EcoStations to the waste depot area or bulk bin station
  - and other activities required to manage waste (garbage, recyclables, compostables) at the event
- work with the City to ensure that the EcoStation volunteers or paid staff are properly trained prior to the launch of the event
- ensure all food vendors use only food packaging that can be composted or recycled at the EcoStations

Grey Water Removal in Victoria Park
The Special Event Operator agrees to utilize one of the following options for removal of grey water to one of the two interceptors at Victoria Park.

(a) the organizer will ensure that each individual food vendor removes their own grey water properly by disposing of it into one of the interceptors; or

(b) the event organizer can work with the Manager/designate of Special Events to develop a grey water disposal strategy utilizing City staff at a cost of $25/vendor.

Grey Water Removal in Harris Park
The Special Event Operator agrees to ensure that their food vendors dispose of grey water by utilizing the portable unit located in Harris Park, for the removal of grey water to one of the two interceptors at Victoria Park.

Grey Water Removal in Other City Properties
The Special Event Operator will ensure that their vendors are not disposing of grey water on grass, rivers, city sanitary or sewer system.
# Table 12.1: Recyclable Materials to Be Collected

<table>
<thead>
<tr>
<th>List #1</th>
<th>List #2</th>
<th>List #3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commingled Containers</strong></td>
<td><strong>Commingled Paper Products</strong></td>
<td><strong>Corrugated Cardboard</strong></td>
</tr>
<tr>
<td>For all Special Events</td>
<td>For Special Events that generate paper products as identified in Clause 12.4</td>
<td>For Special Events that have Food and Retail Vendors</td>
</tr>
</tbody>
</table>

**Recycle these materials:**
- Beverage containers made of aluminum, steel, glass or plastic. Plastic containers must have the numbers 1, 2, 4 or 5 in the recycling symbol usually found on the bottom of the container.

**Do not recycle these materials:**
- polystyrene cups and containers
- paper cups
- other containers not specifically included above.

**Recycle these materials:**
- newspaper
- magazines
- flyers
- mixed paper
- flattened cartons and boxes

**Do not recycle these materials:**
- paper cups and plates. laminated paper products (that contain plastic, foil, and or wax)

**Recycle these materials:**
- flattened cardboard boxes (must be flattened)

**Do not recycle these materials:**
- corrugated cardboard that is laminated with other materials such as plastic, wax or foil.

---

**London Recycling Companies**

<table>
<thead>
<tr>
<th>BFI Canada Inc.</th>
<th>Youth Opportunities Unlimited</th>
</tr>
</thead>
<tbody>
<tr>
<td>4695 Wellington Rd. S.</td>
<td>141 Dundas Street, 2nd Floor</td>
</tr>
<tr>
<td>519-681-4040</td>
<td>519-432-1112</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Waste Management</th>
<th>Please consult the phone directory for more companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>290 Exeter Road</td>
<td>1-800-665-1898</td>
</tr>
<tr>
<td>London ON N6L 1A3</td>
<td></td>
</tr>
</tbody>
</table>
13.0 Noise Policy

The amplification of sound for Special Events will be limited to the hours of 9:00 a.m. to 11:00 p.m.

Exception: New Year's Eve Event will be limited to the hours of 9:00 a.m. – 12:00 midnight

New Exception: 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 am – 9 am). All other amplified sound (ie: music) could not begin until 9 am

13.1 (a) Update - All operators of special events having amplified 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) Update - If there was a noise violation from the previous year (as determined solely by the City), in addition to the requirement in (a) above, the operator will be required to have a City of London Municipal By-Law Enforcement Officer(s) on site during all main stage performances and/or beer garden performances to monitor sound levels to ensure compliance. The operator will be required to pay (in advance) the hourly fee for the attendance of the Municipal By-law Enforcement Officer(s) (minimum 2 officers required after 4:30 p.m.) as set out in the City's applicable fees and charges by-law (note that the posted security of $500 will be applied to such fees and charges, however the operator is required to pay the City in advance for all fees above $500). In the event that a Municipal By-Law Enforcement Officer is unavailable to attend, the operator will be required to hire an off-duty police officer to monitor sound levels, at the operator's sole expense.

(c) Update - If sound arising from a special event does not comply with the Special Event Policy and Procedures Manual, the provisions of the City of London's Noise By-law apply, and any person failing to comply with the Noise By-law shall be subject to By-law prosecution.

13.2 All amplified concerts shall not exceed a sound pressure 90 decibels beyond 30m (100 feet) from the front edge of the stage. The decibel level within the 30m zone, shall be at the discretion of the event operator, however sound equipment and speaker placement should be designed such that the 90 decibel level is not exceeded at the 30m limit.

13.3 The Corporation of the City of London staff may monitor and document the decibel levels with a decibel sound meter once every ½ hour during the amplified 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).

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

13.5 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.
(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) All speaker stacks should be aimed downward into the crowd versus projecting straight out over the crowd and park property. Special Events staff reserves the right to order adjustments to speakers.

13.6 Victoria Park:
(a) Will be limited to nine special events with produced amplified concerts between June 1st and Labour Day in September.
13.7 **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).

13.8 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 organizers can immediately address any neighbourhood concerns;
(b) a synopsis of the history, purpose and not-for-profit/charitable and economic benefits of the event.

**Definitions:**
- **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.
- **Non-amplified Sound:** 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.
Admission Policy
2011 Special Events Policies & Procedures Manual

14.0 Admission Charges

14.1 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.

14.2 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, Community Services Department, 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 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 General Manager of Community Services.

14.3 Sale of tickets to a special event or concert held on City of London properties must be through a bonded ticket agent (e.g., Centennial Hall Box Office, TicketMaster, and Children’s Festival Box Office).
Procedure for Street Closure and Bagging of Meters

2011 Special Events Policies & Procedures Manual

15.0 Procedure for Street Closure and Bagging of Meters

15.1 Applicants requesting a temporary street (meaning any part of the municipal road allowance) closure, for any special event, will need to complete the “Request for Temporary Street Closure” form.

15.2 (a) The Community Services Department, Parks and Recreation Division, is the principal contact to be used by the applicant for a Special Event Temporary Street Closure. This Division will initiate the process to approve a Temporary Street Closure via the Environmental Programs and Customer Relations Division, 8th floor, 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 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.

15.3 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, 7th floor, City Hall, for erecting tents, booths, etc., within the road allowance.

15.4 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 no obstructed 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 of Customer Relations and 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 (section 15.5). Map temp plates for any particular road closure request can be obtained by contacting the Manager of Customer Relations and Compliance at 519-661-2500 x4998.

15.4 Where parking meters exist within the portion of the street being closed there will be an additional fee of $7.50 per space per day (except for Sundays and holidays) plus a $50 administration fee – 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.

15.5 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% of 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 of Customer Relations and Compliance.

15.6 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 15.6a) and 15.6(b) above unless the area being requested for closure is outside or partially outside of the boundaries of the organization.
15.7 In order to close the entrance and egress to Centennial Hall, the special event operator must secure a letter of support from Centennial Hall and London Life.

15.8 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.

15.9 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 him/her.

15.10 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.

15.11 The special event operators are encouraged to approach parking lot operators, located downtown, to provide assistance for parking during special events.

15.12 The special event operators are encouraged to advertise parking locations in the vicinity of the event.

15.13 Event organizations requesting the closure of Talbot Street between Dundas and King will not be permitted to close the road prior to 9 a.m. on set-up day (extenuating circumstances may be granted by the Special Events Manager or designate).

15.14 An event organizer 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.
# REQUEST FOR TEMPORARY STREET CLOSURE

* must be completed at least 7 days prior to the event *

<table>
<thead>
<tr>
<th>Street:</th>
<th>Applicant Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Address:</td>
</tr>
<tr>
<td>To:</td>
<td>Phone No.:</td>
</tr>
<tr>
<td>Purpose:</td>
<td></td>
</tr>
<tr>
<td>Date Closure Request:</td>
<td>From:</td>
</tr>
</tbody>
</table>

I hereby agree to abide by the terms and conditions provided in The Corporation of the City of London, Special Events Policies & Procedures Manual, and all applicable City of London By-Laws.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>APPROVED BY</th>
<th>DATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Engineer (or designate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copy: Environmental Programs and Customer Relations Division
      Parks and Recreation Division
      Fire Department – Communications Division
      Chief Fire Prevention Officer
      London Police (Traffic Division)
      Thames Emergency Medical Services
      London Transit (Chief Inspector)
      Bell Canada
      Roger’s Cable
      Union Gas
      Centennial Hall
      Traffic Division
      Transportation Division
      “Spots to Watch”
Parking Lots in the vicinity of John Labatt Centre and Victoria Park
Section 16

Vendors Policies & Procedures for the Sale of Ingestible Items and Amusement Devices

2011 Special Events Policies & Procedures Manual

16.0 Vendor Policies & Procedures

16.1 All food vendors must be registered with The Corporation of the City of London, Parks and Recreation, ten (10) working days prior to the event set-up, to operate a concession at a special event on City owned land (see page 29).

16.2 A vendor with a City of London Business Licence – the registration cost will be $25 per vendor/per year/per unit.

16.3 A vendor without a City of London Business Licence – the registration cost will be $100 per event/per unit up to four units (additional units at no cost) and must be registered for each event.

16.4 In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards may result in ticketing and/or closure.

16.5 All vendors selling food items must complete and file with the Middlesex-London Health Unit a Special Event Food Vendors Form (page 54).

All vendors involved in providing personal services must complete and file with the Middlesex-London Health Unit a Special Event Personal Service Settings Form (page 54).

All animal exhibitors must complete and file with the Middlesex-London Health Unit a Special Event Animal Exhibitors Form (page 54).

16.6 In order for any vendor’s booth to be connected to hydro, C.S.A. approval on all equipment is required.

16.7 The Corporation of the City of London reserves the right to operate a concession service at any special event.

16.8 Local community groups are exempted from the vendor registration fees.

16.9 Where the City of London is unable to provide electrical hook ups, a generator (CSA approved and fuel CSA approved) may be utilized with permission from the Special Events Manager or designate.
16.10 All vendors will be required to ensure:

- The uses of all outdoor electrical cords are in good operating condition.
- The use of only manufactured extension cords with a three wire configuration or 2 wire polarized outdoor rated cords, are acceptable (no modifications to cords or equipment is permitted).
- The use of panels that are properly assembled and contained in an approved weatherproof enclosure supplying 15 and 20 amp receptacles only which are protected by Ground Fault Circuit Interrupters. Panels which are used shall be approved by a Certified Field Evaluation Organization [a division of the Electrical Safety Authority does Field Evaluation].
- Any non waterproof equipment used in display enclosures [tents, gazebos etc.] shall be protected from rain.
- All vendors shall supply the event organizer with the voltage and current that their equipment will require to eliminate the over loading of circuits.
- All trailers which are self contained and have lighting and equipment shall be approved by a Certified Field Evaluation Organization.
- Failure on the part of the event organizers to comply Will Result in the Disconnection of the Offending Exhibitor and all cost incurred by the Electrical Safety Authority shall be imposed upon the event organizer.

16.11 Vendors are prohibited from depositing grease or waste water directly into the City’s storm or sanitary sewer unless a proper hook-up to the existing sanitary manholes by a licensed plumber paid for by the special event operator and inspected by the City’s Sewer Operations prior to use. Offenders are subject to prosecution under City By-law and/or Provincial or Federal legislation.

16.12 Food & Beverage Vendors in Victoria Park will:

- use only food packaging that is compostable, recyclable (in the City of London’s recycling program), or reusable.
- refrain from the use of polystyrene (e.g., Styrofoam™) during food production or in packaging
- provide, upon request (during event set up) organizers, or a designate, with samples of the vendor’s food packaging to be used on the EcoStation signage.
THE CORPORATION OF THE CITY OF LONDON
COMMUNITY SERVICES DEPARTMENT, PARKS AND RECREATION
2011 SALE OF FOOD AND/OR AMUSEMENT DEVICES REGISTRATION FORM

The following information can be faxed to 519 661-5793 or mailed to:
CITY OF LONDON, PARKS AND RECREATION DIVISION, 151 Dundas St., ROOM 403, LONDON, ON, N6A 4L6
1. REGISTRATION FORM (BELOW)
2. PAYMENT (PLEASE MAKE CHEQUE PAYABLE TO: CITY OF LONDON PARKS AND RECREATION)

Questions, please call 661.2500 x5230

Application Date ________________________________

A. Name of Vendor: ________________________________________________________________

Business Name: _________________________________________________________________

Address: ______________________________________________________________________ City: __________________________

Postal Code: ____________________ Phone Number: ________________________________

Registration Fee:

a. WITH City of London Business License: $25 per vendor/per year/per unit – good for the whole year.
   Inquiries regarding a Business License call City Clerks at 519 661-2500 4530.

b. WITHOUT a City of London Business License: $100 per event/per unit up to four units (additional units at no cost) and you must register for each event.

B. City of London Business License Number: ____________________________________________

C. Name of special event at which you will be operating:

<table>
<thead>
<tr>
<th>Kids Expo</th>
<th>Food Festival</th>
<th>Sunfest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home County</td>
<td>Rock the Park</td>
<td>Ribfest</td>
</tr>
<tr>
<td>Italian Fest</td>
<td>Other:</td>
<td>Other:</td>
</tr>
</tbody>
</table>

D. Hydro Needs: Voltage___________________ Amps______________________________

E. Water Needs: Potable □ Washing Only □

F. Size of Unit: ___________ Feet______________ Inches

   Trailer: Yes □ No □   Mobile: Yes □ No □   Tent: Yes □ No □
The following policies and procedures, in conjunction with the other policies and procedures in this Manual, will apply for the use of the John Labatt Centre Special Events Area (King St. Parking Lot) and Jubilee Square.

17.1
(a) A letter of support from the management of the John Labatt Centre confirming the event dates and times is required.

(b) The property rental fee will be waived when an event requires both the inside (JLC) and outside of the John Labatt Centre Special Event Area (King St. Parking Lot) and Jubilee Square as part of the event site. The organizer 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 John Labatt Centre 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 John Labatt Centre staff and charged to the special event operator.

(e) The Special Event’s Admission Policy does not apply to the John Labatt Centre 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.
Securing a Contract for a Special Event/Showmobile/Bleacher

2011 Special Events Policies & Procedures Manual

18.0 Securing a Contract for a Special Event/Showmobile

18.1 Apply in writing to The Corporation of the City of London, Community Services Department, Parks and Recreation, c/o Special Events Manager, 151 Dundas Street, Room 403, London, P.O. Box 5045, London, Ontario, N6A 4L6.

18.2 Outline the type of event that your organization would like to hold (include a contact name and phone number).

18.3 Outline how this event will be supported and where revenues derived from this event will be distributed.

18.4 Outline how your event will benefit London.

18.5 Submit your preference of the City of London property, streets, roadway and/or showmobile.

18.6 Give date and times that the event will take place.

18.7 A meeting will be scheduled to review your request and to help make your event a success.

18.8 For annual events, applications should be submitted by October 15th prior to the event year.

18.9 If an event operates successfully, the special event will be given priority consideration to reserve the use of the City of London property, streets and roadways, and showmobile, for the same date(s) and/or weekend the following year. The Manager of Special Events or designate reserves the right to adjust dates based on Statutory/Civic holidays (extenuating circumstances may apply).
**Section 19**

## 2011 Administration Fees (taxes not included) for Special Event Operator

### 19.0 Administration Fees (taxes not included) for Special Event Operator

Rental Fees levied for City Properties which include: parkland, parking lots, streets, showmobile, bleachers, Jubilee Square and amenities not on City of London properties.

**Administration Fee: New - (applied to all contracts pertaining to your event and is non-refundable in the case of cancellation)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Special Event</td>
<td>$65.00</td>
<td>Other Special Event</td>
<td>$32.00</td>
</tr>
<tr>
<td>(more than eight hours)</td>
<td></td>
<td>(less than eight hours)</td>
<td></td>
</tr>
</tbody>
</table>

**Rental Fee: (applied to all contracts pertaining to your event)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Rental Fee</td>
<td>$645.00/day</td>
<td>Not-for-profit/Charitable Groups:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Major Special Event</td>
<td>$313.00/flat fee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(more than eight hours)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Other Special Event</td>
<td>$64.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(less than eight hours)</td>
<td></td>
</tr>
</tbody>
</table>

**Other Related Fees: (applied to all contracts pertaining to your event)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beer Garden Permit</td>
<td>$314.00/event</td>
<td>Springbank Gardens Only – Chair</td>
<td>$1.03/each</td>
</tr>
<tr>
<td>Attendant</td>
<td>$13.55/hour</td>
<td>Springbank Gardens Only – Table</td>
<td>$5.15/each</td>
</tr>
<tr>
<td>Hydro Service</td>
<td>$6.25/peDESTAL/day</td>
<td>Springbank Gardens/Victoria Park – Bandshell</td>
<td>$14.00/hour</td>
</tr>
<tr>
<td>Picnic Table</td>
<td>$25.00/table</td>
<td>Amplified sound required to post security</td>
<td>$500 (cash or letter of credit)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(returned if no noise violation)</td>
<td></td>
</tr>
<tr>
<td>Water Service</td>
<td>$13.00/table</td>
<td>Showmobile</td>
<td>$509.00/day(not-for-profit/charitable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$567.00/day (commercial)</td>
</tr>
<tr>
<td>Service Locates</td>
<td>$100/hour</td>
<td>Bleacher (250 seat bleacher)</td>
<td>$752.00/2 day event</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$322.00 additional days</td>
</tr>
<tr>
<td>Grease Clean Out</td>
<td>$250.00/event</td>
<td>Turf Restoration (min. fee 2 days or greater)</td>
<td>$645.00 minimum</td>
</tr>
<tr>
<td>Grey Water Collection</td>
<td>$25.00/vendor</td>
<td>Grey Water Barrel-event not on COL property</td>
<td>$5.25/each</td>
</tr>
<tr>
<td>Decal</td>
<td>$5.00/each</td>
<td>Garbage Bin - event not on COL property</td>
<td>$11.00/each</td>
</tr>
<tr>
<td>Water Hook Up, Hydrant</td>
<td>Direct Recovery</td>
<td>Garbage Bags - event not on COL property</td>
<td>$16.00/case (100/case)</td>
</tr>
<tr>
<td>E.S.A. Inspection</td>
<td>Direct Recovery</td>
<td>Barricades – event not on COL property</td>
<td>$5.00/each</td>
</tr>
<tr>
<td>TSSA Inspection</td>
<td>Direct Recovery</td>
<td>Other cost incurred related to the operation of a special event</td>
<td>Direct Recovery</td>
</tr>
<tr>
<td><strong>Skateboard bench removal</strong></td>
<td>$1,350.00</td>
<td>Electric Service – after 40 hours at appropriate rates</td>
<td>Direct Recovery</td>
</tr>
<tr>
<td><strong>Exception</strong>: Removal and Replacement of Skateboard Bench (Fee Exemption: the fee will be waived if the event cannot operate without the removal of the skateboard benches (e.g. 3-on-3 basketball)).</td>
<td></td>
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</tr>
<tr>
<td><strong>++ Meter Bagging Admin.</strong></td>
<td>$47.17/flat fee</td>
<td>++ Meter Bagging</td>
<td>$6.58/per meter/per day</td>
</tr>
</tbody>
</table>

**++ 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.

**Note**: These are administration fees and do not include additional fees that may apply (e.g. tent permit fee, etc.)
Any time you have a march, parade, walk, road race or similar event in conjunction with a special event you must:

1) Apply at the Police Station for a Special Event Permit.

2) If accepted, you will work along with the Traffic Management Unit to ensure a safe and effective plan is in place for your event.

1) The Event Organizer will work with the C.O.R. Unit to ensure a safe and effective plan is in place for their event. Discussion will revolve around the responsible service of alcohol, security measures and/or paid duties in place, persons in charge, contact numbers, etc.

2) The Event Organizer may be required to meet in person with the C.O.R. Unit after the initial contact has been made.
LONDON POLICE SERVICE
APPLICATION FOR SPECIAL EVENT PERMIT

<table>
<thead>
<tr>
<th><strong>Applicants Name:</strong></th>
<th><strong>Address:</strong></th>
<th><strong>Postal Code:</strong></th>
<th><strong>Telephone:</strong></th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th><strong>Organization:</strong></th>
<th><strong>Address:</strong></th>
<th><strong>Postal Code:</strong></th>
<th><strong>Telephone:</strong></th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th><strong>Type of Special Event:</strong></th>
<th><strong>Purpose of Special Event:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Date of Event:</strong></th>
<th><strong>Start Time:</strong></th>
<th><strong>Assembly Point:</strong></th>
<th><strong>Assembly Time:</strong></th>
</tr>
</thead>
<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th><strong>Location of Reviewing Stand:</strong></th>
<th><strong>Dismissal Point:</strong></th>
<th><strong>Dismissal Time:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th><strong>PROPOSED ROUTE:</strong> (Include return if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Description of Banners, Placards, Flags or Insignia to be used:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>#People</strong></th>
<th><strong>#Bands</strong></th>
<th><strong>#Floats</strong></th>
<th><strong>#Vehicles</strong></th>
<th><strong>#Horses</strong></th>
<th><strong>Others</strong></th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Insurance Certificate Received</strong></th>
<th><strong>YES:</strong></th>
<th><strong>NO:</strong></th>
<th><strong>DATE:</strong></th>
<th><strong>SIGNATURE OF APPLICANT:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hold Harmless Agreement Received</strong></td>
<td><strong>YES:</strong></td>
<td><strong>NO:</strong></td>
<td><strong>DATE:</strong></td>
<td><strong>SIGNATURE OF APPLICANT:</strong></td>
</tr>
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</tr>
</tbody>
</table>

**FOR POLICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

The London Police □ will □ will not be requesting that the ENVIRONMENTAL SERVICES DEPARTMENT provide assistance for this event.

TRAFFIC MANAGEMENT UNIT
519 661-4799
AUTHORIZED SIGNATURE:
Sgt Tom (T.J.) O'BRIEN

The proposed Special Event should not conflict with any planned Maintenance or construction projects.

ENVIRONMENTAL & ENGINEERING (8th Floor) 519 661-4741 City Hall
AUTHORIZED SIGNATURE:

The applicant has filed proof of liability coverage / Hold Harmless Agreement for this event.

RISK MANAGEMENT, 10th Floor
519 661-4644 Rm 1010, City Hall
AUTHORIZED SIGNATURE:

*WHEN COMPLETED, RETURN THIS APPLICATION TO LONDON POLICE, TRAFFIC UNIT, 601 DUNDAS STREET*

In accordance with the City of London By-Laws, permission is GRANTED to the applicant and/or the sponsoring organization to use the streets listed above for the special event described:

W.M. Faulkner
Chief of Police

DATE:
London Fire Department, Fire Prevention Division  
400 Horton Street East  
London, Ontario  
N6B 1L7  

Chief Fire Prevention Officer 519 661-2500 x5222

If a special event includes cooking or heating in tents, street closings or the discharging of high-powered fireworks, organizers must ensure that the applicable fire prevention measures are taken as outlined below. This includes obtaining a permit to discharge fireworks and having an approved fire safety plan.

TENTS AND AIR SUPPORTED STRUCTURES
The following requirements are for all large tents and in part for smaller commercial tents where cooking and/or heating is to take place therein.

Building Permits: A building permit is required to erect a tent in excess of 60m2. The permit is obtained from the Building Division, 7th Floor, City Hall, and the tent must meet Building Code requirements.

Fire Safety Plan: A Fire Safety Plan is required for tents in excess of 30m2 (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.
Heating & Cooking: Only approved heating and cooking equipment may be used. Cooking in an enclosed tent, canopy of other similar structure is prohibited. Any canopy used over a cooking activity shall have a high degree of flame resistance in accordance with one of the following standards: NFPA 701 or Note 4 of Test Method 27.1 of the CAN 2-4.2 or CAN/ULC S-I(-M). Applies to ALL sizes. This equipment must not be located adjacent to exits or access to exits.

All Mobile Food Vendor including Truck and Trailers must comply with the provisions of Appendix A of the Fire Prevention portion of the Special Events Manual.

All FOOD vendors in tents (applies to all sizes) using fuel fired appliances (propane, natural gas, wood, or otherwise) must comply with the provisions of Appendix B of the Fire Prevention portion of the Special Events Manual.

All Non FOOD vendors in tents (applies to all sizes) must comply with the provisions of Appendix C of the Fire Prevention section of the Special Events Manual.

Failure to comply with the Fire Prevention portion of the Special Events Manual may result in your removal from the property.

Compressed Gas Cylinders: All compressed gas cylinders must be stored in racks, chained or tied securely as a safety measure.

All propane cylinders must be secured and stored outside the tent or air supported structure in a safe well-ventilated location.

STREET CLOSING
All street closings must be in conformance with the requirements of the Environmental Services Department and the London Police Department to ensure that:

- The barriers being used are easy to remove to allow emergency vehicles to access the closed portion of the street.
- All hydrants remain visible and not be obstructed in any manner, leaving at least a 3m radius around each hydrant.
- A 20ft. Emergency lane shall be provided.

Anytime you wish to discharge Pyrotechnics you must obtain a Pyrotechnic Event Approval Permit from the Fire Prevention Division.

The listing of products to be fired MUST be submitted to the Fire Prevention 3 weeks prior the event.

Discharging of High-Powered Fireworks
Anytime you wish to discharge Pyrotechnics you must obtain a Pyrotechnic Event Approval Permit from the Fire Prevention Division. The listing of products to be fired MUST be submitted to Fire Prevention 3 weeks prior to the event.

The applicant must indicate that a Canadian certified pyro-technician will be on the site for your event and provide a valid supervisor card and number with an expiry date in conformance with the fireworks manual of the Explosive Division, Department of Energy, Mines and Resources.

The person discharging the fireworks must also be in conformance with The Corporation of the City of London By-Law P.W.3, Discharge of Fireworks and the Explosives Act (Canada) and its regulations made there under.

FUEL SAFETY
The following requirements for using propane appliances and equipment were established by the Technical Standards & Safety Authority, 4th Floor, West Tower, 3300 Bloor Street West, Toronto, Ontario M8X 2X4. The telephone number for information about the Fuel Safety Program is 1-877-682-8772. Topics covered include approval requirements, safety concerns, fuel containers and guidelines for using heating and cooking equipment at public gatherings.
Approval Requirements
Appliances and equipment used in propane service must be approved by a testing organization recognized by the Province of Ontario, such as the Canadian Standards Association (CSA) and Underwriters Laboratories of Canada (ULC) to name a few. Contact TSSA if there is a question about an appliance approval.

1. CGA - Canadian Gas Association
2. CSA - Canadian Standards Association
3. ULC - Underwriter Laboratory Canada
4. Warnock Hersey
5. T.S.S.A. Fuels Safety

Common Safety Concerns
Common safety concerns associated with propane include:

1. Equipment has not been maintained by a qualified and ticketed Registered Contractor.
2. Cylinders do not have clearly marked test dates less than 10 years from current date.
3. Inadequate clearances from appliances to combustibles.
4. Improperly supported and protected regulators, hose and piping.
5. Unsecured cylinders (to be chained in upright position).
6. Maximum hose length of 10 feet is often exceeded.
7. Unused piping and valve openings are not capped.
8. Certified hose and hose assemblies are often not used.
9. The use of rubber and/or vinyl hose inside enclosures/trailers, etc. Piping or tubing must be used.

Fuel Containers for Gasoline and/or Diesel Powered Generator
Fuel containers shall have to be built in conformance with one of the following Standards or Regulations:

1. The Transportation of Dangerous Goods Regulations (Canada)
2. CSA-B736, "Portable Containers for Gasoline and Other Petroleum Fuels"
3. ULC/ORD-C30, "Safety Containers"

All approved containers will be imprinted or labelled with the appropriate approving organization.

Guidelines for Heating and Cooking Equipment Use at Public Gatherings

Fuel Suppliers
1. Where fuel IS supplied to a site:
   a] in good safe condition, and
   b] properly stored, and

2. ARE connected to an appliance by the supplier; supplier shall ensure that:
   a] the cylinder is properly installed and that connections are leak free,
   b] the equipment is in safe operating condition,
   c] the installation complies with the applicable code.

Rental Houses
Where equipment is leased, rented or loaned to a person or organization, the owner shall:
   a] provide documentation affirming that the equipment is in safe working condition and certified,
   b] provide adequate training/explanation to ensure that the lessee is aware of the hazards of operation and the proper procedures to take when installing/using the equipment.
**Equipment Users**
Where a person or organization intends to use propane, natural gas or other hydrocarbon fuelled equipment at a public event, the person responsible shall,

a] ensure that equipment to be used is in safe working condition and meets the requirements of all applicable legislation (local and Provincial);

b] that the equipment is installed/operated in a safe manner,

c] that all persons operating the equipment are trained in its safe use and their duties and emergency procedures,

d] where equipment is to be used indoors, that specific permission for such use is gained from the authority having jurisdiction unless approved for the use,

e] equipment must be certified for use by any one of the following:

- Canadian Gas Association (CGA)
- Underwriters Laboratories of Canada (ULC)
- Underwriters Laboratories Inc. (CUL)
- Warnoch Hersey (WH)
- Canadian Standards Association (CSA)
- International Approval Services (IAS)
- TSSA Fuels Safety or other testing organization recognized by the Province of Ontario

f] special effects equipment which utilizes hydrocarbon fuel shall be properly engineered and approved for use prior to the event by the authority having jurisdiction.

**Fair/Event Organizers**
Fair/event organizers shall:

a] Make prospective exhibitors aware of all rules and requirements for the event prior to set-up,

b] Ensure that exhibitors have all required safety/operator documentation where applicable,

c] Ensure through an appropriate process that all safety/operational procedures are followed during an event,

d] Should ensure through an appropriate process that equipment is as represented from a safety perspective.

**Facility Operators**

a] Must ensure that the event can be safely accommodated by the facility,

b] Ensure that prospective users are made aware of all local requirements prior to the event,

c] Ensure through an appropriate process that all safety/operational procedures are followed during an event,

d] Ensure through an appropriate process that equipment is as represented from a safety perspective.

**Special Issue**: Open flame construction heaters are not to be used to heat structures utilized for a fair or event.
HIGH HAZARD FIREWORKS DISCHARGE PERMIT


NAME OF APPLICANT:
___________________________________________________________

MAILING ADDRESS:
___________________________________________________________

___________________________________________________________

TELEPHONE:
_____________________________________

SUPERVISOR’S CARD NO.______________________ EXPIRY DATE____________________

I hereby make application to discharge high hazard class 7.2.2 fireworks.
On behalf of:
___________________________________________________________

___________________________________________________________

Location of Display: _______________________________________________________________

Date:__________________________  Time:__________________________________

I certify that I have completed a course for fireworks supervisors, have read, understand and will be guided by the principles and safety rules of the fireworks manual and the manufacturer’s specifications. I also understand the specific contents of the City of London by-law PW-11 and that contravention of this by-law is guilty of an offence and may result in a maximum penalty under the Provincial Offenses Act of $5,000 upon conviction.

Signature: __________________________________________

Permission is hereby granted to:__________________________________________

Signature of Fire Chief or Designate:__________________________________________

Name:__________________________________ Date:________________________________

Title:______________________________________________________________
FIRE SAFETY PLAN FOR TENTS

Applicable to all commercially used tents having an area in excess of 320 sq. ft or 30m².

LOCATION AND/OR ADDRESS
WHERE TENT IS SET-UP:
(Please print)

1. Location of nearest telephone to call 911:_______________________________________

2. Number, type and location of portable fire extinguishers provided:
   a) Number_________________________________________________________________
   b) Type(s)_________________________________________________________________
   c) Location(s)______________________________________________________________

3. Name of person employed for firewatch duty:
   ________________________________________________________________________
   Such duties to include keeping the means of egress clear, enforcement of no smoking policy, proper use and storage of combustible materials and general enforcement of regulations as determined by lessee.

4. Number of exit signs posted:_____________________ Exit signs are required for all tents having wall panels and/or where exiting is impeded by ropes, tables, etc.

5. Has emergency lighting been tested  Yes □ No □ Applicable to night-time tent use only.

6. Are open flame devices such as gas heaters, barbecues and fuel-fired appliances intended for use? Yes □ No □ Relative to the tent, where would these devices be located? Must not be located adjacent to an exit or access to an exit.

7. Has a building permit for the erection of this tent been obtained? Yes □ No □

8. Provide the name, address and telephone number of person(s) or company providing the tent rental:
   Name:  ____________________________________________________
   Address:___________________________________________________
   Phone:_____________________________________________________

9. Provide the name, address and telephone number of person(s) leasing the tent:
   Name:  ____________________________________________________
   Address:___________________________________________________
   Phone:_____________________________________________________

A copy of this Fire Safety Plan shall be approved by the Chief Fire Official or his designate and be posted in a conspicuous location near the main entrance.

Approved by: ___________________________        Dated__________________
CITY OF LONDON FIRE DEPARTMENT
Appendix A

London Fire Department
Attn: Fire Prevention
400 Horton Street
London, Ontario,
Canada
N6B 1L7

SPECIAL EVENTS MOBILE FOOD VENDORS CHECKLIST

Please complete this form and return to the above address
MOBILE FOOD VENDORS UTILIZING PROPANE FIRED COOKING EQUIPMENT
(TRUCK OR TRAILER)

A – Vent Hoods
- All hoods must be constructed of not less than No. 20 MSG (0.94mm) stainless steel or No. 18 MSG (1.09mm) steel NO galvanized metal is acceptable.
- All seams and joints must be liquid tight.
- All hoods must be vented to the exterior of the vehicle by one of the following methods:
  - Venturi Vent
  - A listed electrical fan

B - Fuel Supply for cooking equipment
- All Fuel Fired Equipment must be certified by a qualified service company annually. A letter of certification must be supplied by the service company.
- Fuel tanks must be installed and protected in accordance with the Propane Handling and Utilization code of Ontario.

C – Fire Protection
- All vent hoods are to be equipped with an automatic fixed extinguishing systems installed and certified by a qualified service technician.
- These systems must be serviced and tagged annually by a qualified service technician.
- At least one portable fire extinguisher of the proper rating and type must be installed in the immediate area.
- These extinguishers must be serviced and tagged annually by a qualified service technician.

D – Exiting
- A clear accessible exit from the interior of the trailer or truck shall be maintained at all times.

E – Cleaning
- All equipment must be cleaned on a regular basis as required by NFPA 96 and a certificate of proof shall be made available to the inspector upon request indicating that cleaning has been done.
Appendix B  Food Vendor - Tent

London Fire Department
400 Horton Street
London, Ontario,
Canada
N6B 1L7

Name of Event:_______________________________________________________
Name of Vendor:______________________________________________________
Responsible Person:____________________________Phone # ________________

As a condition of approval for vendors to attend or participate in the special event hosted on City of London property, the event organizer is obligated to ensure that all vendors comply with the following requirements.

Vendors conducting any cooking activities must also complete the Vendor Cooking Conditions form available from the event organizer.

(1) **Cooking Activities:**
- Any cooking activity within any enclosed tent is prohibited.
- Public access is prohibited under any open sided canopy used to cover cooking.
- Fuel fired cooking will be conducted a minimum of 1.2m (4ft) from combustible materials and or any tent, unless the appliance is labeled for specific clearance to combustibles.
- Any canopy used over a cooking activity shall have a high degree of flame resistance in accordance with one of the following standards: NFPA 701 or Note 4 of Test Method 27.1 of the CAN 2-4.2 or CAN/ULC S-109-M.
- A portable fire extinguisher with a minimum 2A 10BC rating with a technicians tag certifying maintenance within the last 12months shall be provided for any cooking activity other than deep fat frying.
- An extinguisher with a minimum 40BC or K class rating shall be provided with a technicians tag certifying maintenance within the last 12months for **any deep fat frying**

(2) **Fuel Safety Concerns:** (Propane, Natural Gas etc)
- The event organizer shall arrange for a general inspection by the TSSA (Technical Standards and Safety Authority) of all vendors utilizing fuel fired cooking appliances.
- Vendors with propane fired equipment must have a Mobile Food Service Equipment Inspection completed and a copy of the report on site. Vendors have any questions specific to the certifications and approval of their equipment should contact the Fuel Safety Division of the TSSA (416) 734-3351, a minimum 30 days prior to the event.

**By signature, the vendor certifies that they will comply with the above conditions. Failure to comply may result in vendor exclusion from the event. Fully completed and signed form to be returned to and retained by the event organizer:**

Signature____________________________________________________       Date________________________________
Appendix C Non Food Vendor – Tent

London Fire Department
400 Horton Street
London, Ontario,
Canada
N6B 1L7

Name of Event: _______________________________________________________
Name of Vendor: _______________________________________________________
Responsible Person: ______________________ Phone # ________________

As a condition of approval for vendors to attend or participate in the special event hosted on City of
London property, the event organizer is obligated to ensure that all vendors comply with the following
requirements

Vendors conducting any cooking activities must also complete the Vendor Cooking Conditions form
available from the event organizer.

(1) Portable Fire Extinguishers Protection:
- Vendors must have a portable fire extinguisher with a minimum 2A 10BC rating. The extinguisher shall have a
technicians tag attached certifying maintenance within the last 12 months.

(2) Vendor Tents
If a tent, tarp, canopy or similar shelter is being supplied and used by the vendor it must:
- Have an aggregate area of less than 60sq. m. (645sq. ft.) Larger tents require a building permit.
- Must be labeled or have documentation confirming the tent material has a high degree of flame resistance in
  accordance with one of the following standards: NFPA 701 or Note 4 of Test Method 27.1 of the CAN 2-4.2
  or CAN/ULC S-109-M.
- Multiple tents in groupings shall not exceed a maximum area of 60sq. m. (645sq. ft.) without a minimum 3M
  fire break separating the grouping from other tents or structures.

(3) Electrical Service and Installation:
- Any electrical work (service/generator supply, box or panel connections, lighting appliances etc) will be
  undertaken by a qualified, licensed electrician, and will be subject to an inspection by ESA
- All electrical equipment, devices and appliances shall be listed and approved for use in Canada. Details of
  electrical requirements shall e provided to the event organizer for inclusion in the electrical permit application
  covering the event.

By signature, the vendor certifies that they will comply with the above conditions. Failure to comply may result in
vendor exclusion from the event. Fully completed and signed form to be returned to and retained by the event
organizer:

Signature____________________________________________________       Date________________________________
# City of London Fire Department
## Special Events Checklist

<table>
<thead>
<tr>
<th>Date of Inspection</th>
<th>Address of Property</th>
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<tbody>
<tr>
<td>Date of Issue</td>
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<tr>
<td>Fire Department</td>
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<tr>
<td>Owner</td>
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<tr>
<td>Vendor Owner/Operator</td>
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### Person Contacted

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<tr>
<th>PORTABLE FIRE EXTINGUISHERS</th>
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### BBQ'S AND OTHER COOKING EQUIPMENT

| 1   | PORTABLE FIRE EXTINGUISHERS LOCATED IN THE COOKING AREA? | □ YES | □ NO | □ N/A |
| 2   | ARE CANOPIES COVERING COOKING EQUIPMENT CERTIFIED? | □ YES | □ NO | □ N/A |
| 3   | IS THERE A METHOD TO CONTROL FLARE UPS? | □ YES | □ NO | □ N/A |
| 4   | IS THE AREA FREE OF COMBUSTIBLE MATERIALS? | □ YES | □ NO | □ N/A |

### FUEL SUPPLY □ N/A

| 1   | COOKING FUEL SYSTEM BEEN INSPECTED WITHIN THE LAST YEAR? | □ YES | □ NO |
| 2   | FUEL TANKS PROPERLY PROTECTED? | □ YES | □ NO |

### IGNITION SOURCES

| 1   | NO SMOKING SIGNS INSTALLED? | □ YES | □ NO | □ N/A |
| 2   | TEMPORARY WIRING USED PROPERLY | □ YES | □ NO | □ N/A |
| 3   | HEAT PRODUCING EQUIPMENT USED PROPERLY | □ YES | □ NO | □ N/A |
| 4   | NO OPEN FLAMES (other than that used for cooking) | □ YES | □ NO | □ N/A |

### FIRE SAFETY PROCEDURES

| 1   | FIRE SAFETY PROCEDURES IMPLEMENTED? | □ YES | □ NO |
| 2   | FIRE SAFETY PROCEDURES APPROVED? | □ YES | □ NO |

 IS THIS VENDOR APPROVED TO OPERATE □ YES □ NO

THE EVENT ORGANIZER MUST REMOVE ANY UNAPPROVED VENDORS

### TENTS

| 1   | TENT INSTALLED IN CONFORMANCE WITH THE BUILDING CODE | □ YES | □ NO |
| 2   | PERMIT OBTAINED FOR TENT (when required) | □ YES | □ NO |

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Name of Inspector (print)</th>
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<tr>
<td>Signature</td>
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**45**
Mobile Food Service Equipment
There has been industry confusion regarding approval/inspection requirements for Mobile Food Service Equipment (Hot Dog Carts, Chip Wagons). The following Director's Order was developed, with industry input, for the purpose of assisting owner/operators and certificate holders with this issue.
IN THE MATTER OF:
THE TECHNICAL STANDARDS AND SAFETY ACT, 2000,
S.O. 2000, c. 16

- and -

ONTARIO REGULATION 211/01 made under the
Technical Standards & Safety Act, 2000
(Propane Storage and Handling)

- and -

ONTARIO REGULATION 212/01 made under the
Technical Standards and Safety Act, 2000
(Gaseous Fuels)

Subject: Mobile Food Service Equipment
Sent to: Posted on TSSA’s Web-Site

Pursuant to subsection 36.3(a) of the Technical Standards and Safety Act, 2000, the Director, subject to the conditions herein, authorizes the use of and requires compliance with the following:

1. Application

Effective immediately, this Order shall apply to all newly manufactured and existing Mobile Food Service Equipment.

2. Definition

Mobile Food Service Equipment ("MFSE"), is mobile equipment, whether or not permanently parked, containing propane or other hydrocarbon fired fuel cooking equipment and, if applicable, associated fuel storage. MFSE are commonly known as, but not limited to, “Coffee Trucks” “Chip Wagons”, “Hot Dog Carts” and “Hamburger Carts”.

3. Requirements for Compliance - Newly Manufactured MFSE

3.1 All newly manufactured MFSE must be approved for its intended use.

3.2 The approval of newly manufactured MFSE shall comply with the following:

a) a motor vehicle with integrated propane or other hydrocarbon fired equipment shall have a suitable (weather exposure and combustible environment) interlock mechanism that extinguishes all pilot lights within thirty (30) seconds from the start of fuelling the motor vehicle;
b) the fuel system as a whole unit including gas storage, supply, appliance and venting shall be appropriate for its use; and

c) the labelling requirements outlined in section 4 shall apply.

3.3 Newly manufactured MFSE that is put into service shall comply with the annual inspection requirements outlined in section 5.

4. Requirements for Compliance - Existing and Newly Manufactured MFSE

Danger Labels

4.1 The following danger label shall be affixed to all MFSE, be readily visible and located adjacent to the propane container with the following wording:

- DANGER
- Cooking appliances shall not be used for space heating
- When the propane appliance is not in use or the vehicle is stored, shut off the supply of propane to the appliance (at the propane tank)

- BEFORE TURNING ON PROPAINE:
  - Make certain all propane connections are tight, all appliance valves have been turned off and any unconnected outlets are capped
  - If an open door is used for ventilation/combustion air, ensure the door is open before turning on propane

- AFTER TURNING ON THE PROPANE
  - Light all pilots of appliances to be used
  - Each connection, including those at appliances, regulators, and cylinders, shall be leak tested initially and periodically with soapy water by the operator. Never use a lighted match or other flame when checking for leaks
  - Do not leave a system turned on or containers connected until the system has been proven to be leak (propane) tight
  - When the containers are disconnected, the propane supply line shall be capped or plugged

4.2 For all MFSE that are part of a motor vehicle, the following additional danger label shall be affixed at the vehicle’s fuelling point and inside the driver's compartment with the following wording:

- DANGER
- All pilot lights shall be extinguished and the supply of propane shut off before refuelling this vehicle

4.3 In subsections 4.1 and 4.2, the word “DANGER” shall be a minimum of ¾-inch (6.4 mm) in height. All other words on the label shall be a minimum 1/8-inch (3.2 mm) in height.
5. Annual Inspections - Newly Manufactured and Existing MFSE

5.1 All newly manufactured MFSE put into service and existing MFSE shall be inspected annually by a certified gas technician and all identified deficiencies shall be corrected.

5.2 When fuel for the MFSE is supplied by a container that is installed so its length is on a horizontal plane, a method shall be incorporated to ensure liquid propane cannot splash in the vapour withdrawal line. The certified gas technician shall verify this during the annual inspection.

5.3 Following the annual inspection, the certified gas technician shall provide the owner/operator with a completed copy of the inspection certificate (Attachment #1) and the information fact sheet (Attachment #2).

Roland Hadaller, P.Eng.,
Director, appointed under the Technical Standards and Safety Act, 2000.

Additional Notes

Mobile Food Service Equipment owners/operators should check with their local municipality to determine if there are additional compliance requirements.

Inspectors appointed under the Technical Standards and Safety Act, 2000, are authorized to inspect Mobile Food Service Equipment to ensure compliance with this Director’s Order.
Attachment #1 - Inspection Certificate
Director's Order FS-056-06
Mobile Food Service Equipment

Equipment Description:

Equipment Owner:

Equipment Owner Address:________________________ Telephone No.:________________________

Municipal Licence No.:________________________ Certificate Holder Type:________________________ Certificate Holder Name:________________________

TSSA Certificate Holder No.:________________________

Contractor Business Name:________________________ Contractor Business Telephone No.:________________________

TSSA Contractor Registration No.:________________________

This checklist is intended as minimum, other inspection tests may be necessary to ensure safe operation.

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<th>Yes</th>
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<tr>
<td>1. Is labelling affixed as outlined in Director's Order FS-056-06</td>
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<td>2. If equipment is mounted on 4 wheels, 2 wheels shall be lockable to prevent movement when in service</td>
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<td>3. Is the equipment as it was originally manufactured without modifications</td>
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<td>4. Are the gas components (hoses, regulators, etc.) approved for that service</td>
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<td>5. Are the appliances equipped with the correct orifices</td>
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<td>6. Are the gas lines, fittings and hoses in good condition</td>
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<td>7. Is the propane cylinder supported properly</td>
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<td>8. If the cylinder is in a cabinet, is it well ventilated</td>
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<td>9. Are the clearances to combustibles appropriate</td>
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<td>10. Is the equipment in good condition</td>
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<td>11. Is the equipment and all its components leak tight</td>
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<td>12. Are all supply pressures to the equipment set properly</td>
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<td>13. Does all equipment ignite safely</td>
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<td>14. Do the safety controls operate properly</td>
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<td>15. Does the equipment operate properly through its firing range</td>
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<td>16. Have all deficiencies been corrected and is the equipment safe to operate</td>
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<td>17. Does owner/operator understand the Operations/Responsibilities outlined in the Labelling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Did you provide the owner/operator with an Information Fact Sheet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:________________________________________

<table>
<thead>
<tr>
<th>Certificate Holder Name (Print)</th>
<th>Signature of Certificate Holder</th>
<th>Date</th>
</tr>
</thead>
</table>

FS 02/20 (02/06)
Attachment #2 – Director’s Order FS-056-06

February 13, 2006

Re: Mobile Food Service Equipment

Attention Owner/Operator:

The Technical Standards and Safety Authority (TSSA) is an Administrative Authority empowered under the Safety and Consumer Statutes Administration Act, 1996 to administer and enforce the Technical Standards and Safety Act, 2000 (the “Act”) and its regulations. The Fuels Safety Program of the TSSA regulates the storage, transmission and utilization of hydrocarbon fuels (e.g. propane and natural gas) and includes the installation and maintenance of associated equipment. The Act and appropriate Regulations can be found on our web site at www.tssa.org.

The TSSA is concerned that Mobile Food Service Equipment (MFSE), commonly known as “Coffee Trucks”, “Chip Wagons” or “Hot Dog and Hamburger Carts”, containing propane fired equipment/appliances may be: a) unapproved, b) not properly serviced or maintained, or c) operated in an unsafe manner. These conditions may result in a hazardous situation including a fire or explosion.

Reported incidents and unsafe practices include; a) not extinguishing the pilot lights when refuelling the vehicle resulting in ignition of gasoline vapours, b) not shutting off the propane supply when the appliances are not in use, c) not shutting off the propane when the vehicle is in motion or stored, and d) lack of maintenance resulting in gas leaks during operation.

Consequently, the TSSA has developed new requirements for MFSE to promote the continued safe use and operation of MFSE for both newly manufactured and existing equipment. These requirements include:

- Ensuring that newly manufactured equipment is approved.
- Communicating operational/maintenance procedures to equipment owners/operators as outlined in the new labels affixed to the equipment. For personal safety, it is important to follow these procedures at ALL times.
- To ensure that the MFSE is in safe operating condition, a TSSA certified gas technician shall inspect all MFSE annually.
- A copy of the completed MFSE annual “Inspection Report” shall be retained by the owner/operator and available for review by TSSA inspectors.

If you require further clarification or have questions, please contact your propane fuel supplier or the TSSA at 1-877-682-8772.
23.0 Tents and Washrooms

1. All special event operators will ensure the public has access to washroom facilities.
   - 1 water closet for every 100 males
   - 1 water closet for every 100 females

2. When the public has access to tents serving food or beverages, where seating is provided, the operator must comply with the building code regulations for washrooms. Washrooms must be within 45m (150 feet) of the tent.

3. You must apply for a tent permit through the Building Division of The Corporation of the City of London at least 48hrs. prior to event. When the tent exceeds 60m² (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.

4. Upon approval and payment of the set fees you will receive your tent/building permit.

5. In addition, if the tent exceeds 225m² (2,420 sq. ft.), a professional engineer is required to certify the design and installation prior to occupancy of the tent.

6. Tent fabric to comply with CAN/ULC S109-M or NFPA 701 standard for flame test on flame-resistant fabrics and films. Submit confirmation documentation to the Building Division.

7. Applicant must provide tent design information and a site plan showing location of tent and distances to other tents or buildings. Allow a minimum of 2 days (48 hours) for permit processing.

8. Permit fee „minimum’ $90.00.

9. If installing a stage or viewing area which is over 600mm above grade a building permit will be required.
**Application for a Permit to Construct or Demolish**

This form is authorized under subsection 8(1.1) of the Building Code Act.

<table>
<thead>
<tr>
<th>Application number</th>
<th>Permit number (if different)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date received:</td>
<td>Roll number:</td>
</tr>
</tbody>
</table>

Application submitted to: ____________

(Complete name of municipality, upper-tier municipality, board of health or conservation authority)

### A. Project Information

<table>
<thead>
<tr>
<th>Building number, street name</th>
<th>Unit number</th>
<th>Lot/coin.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality</td>
<td>Postal code</td>
<td>Plan number/other description</td>
</tr>
<tr>
<td>Project value est. $</td>
<td>Area of work (m²)</td>
<td></td>
</tr>
</tbody>
</table>

### B. Applicant

**Applicant is:**

- [ ] Owner
- [ ] Authorized agent of owner

<table>
<thead>
<tr>
<th>Last name</th>
<th>First name</th>
<th>Corporation or partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address</td>
<td>Unit number</td>
<td>Lot/coin.</td>
</tr>
<tr>
<td>Municipality</td>
<td>Postal code</td>
<td>Province</td>
</tr>
<tr>
<td>Telephone number</td>
<td>Fax</td>
<td>Cell number</td>
</tr>
</tbody>
</table>

### C. Owner (if different from applicant)

<table>
<thead>
<tr>
<th>Last name</th>
<th>First name</th>
<th>Corporation or partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address</td>
<td>Unit number</td>
<td>Lot/coin.</td>
</tr>
<tr>
<td>Municipality</td>
<td>Postal code</td>
<td>Province</td>
</tr>
<tr>
<td>Telephone number</td>
<td>Fax</td>
<td>Cell number</td>
</tr>
</tbody>
</table>

### D. Builder (optional)

<table>
<thead>
<tr>
<th>Last name</th>
<th>First name</th>
<th>Corporation or partnership (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address</td>
<td>Unit number</td>
<td>Lot/coin.</td>
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<tr>
<td>Municipality</td>
<td>Postal code</td>
<td>Province</td>
</tr>
<tr>
<td>Telephone number</td>
<td>Fax</td>
<td>Cell number</td>
</tr>
</tbody>
</table>

### E. Purpose of application

- [ ] New construction
- [ ] Addition to an existing building
- [ ] Alteration/repair
- [ ] Demolition
- [ ] Conditional Permit

**Proposed use of building**

Current use of building

**Description of proposed work**

### F. Tarion Warranty Corporation (Ontario New Home Warranty Program)

- i. Is the proposed construction for a new home as defined in the Ontario New Home Warranty Plan Act? If no, go to section G.  
  - [ ] Yes
  - [ ] No

- ii. Is registration required under the Ontario New Home Warranty Plan Act?  
  - [ ] Yes
  - [ ] No

- iii. If yes to (ii), provide registration number(s): ____________

### G. Attachments

- i. Attach documents establishing compliance with applicable law as set out in Article 1.4.1.3. of Division A
- ii. Attach Schedule 1 for each individual who reviews and takes responsibility for design activities
- iii. Attach Schedule 2 where application is to construct on-site, install or repair a sewage system
- iv. Attach types and quantities of plans and specifications for the proposed construction or demolition that are prescribed by the by-law, resolution, or regulation of the municipality, upper-tier municipality, board of health or conservation authority to which this application is made

### H. Declaration of applicant

<table>
<thead>
<tr>
<th>____________</th>
<th>____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(print name)</td>
<td>(signature)</td>
</tr>
</tbody>
</table>

1. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

**Date**

Signature of applicant

Personal information contained in this form and schedules is collected under the authority of subsection 8(1.1) of the Building Code Act, 1992, and will be used in the administration and enforcement of the Building Code Act, 1992. Questions about the collection of personal information may be addressed to: a) the Chief Building Official of the municipality or upper-tier municipality to which this application is being made, or b) the inspector having the powers and duties of a chief building official in relation to sewage systems or plumbing for an upper-tier municipality, board of health or conservation authority to whom this application is made, or c) Director, Building and Development Branch, Ministry of Municipal Affairs and Housing 777 Bay St., 2nd Floor, Toronto, M5G 2C5 (416) 395-5668.
1. General Information

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Plan examiner</th>
<th>Area code</th>
<th>3 day permit?</th>
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</thead>
<tbody>
<tr>
<td>Building</td>
<td></td>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td>Plumbing</td>
<td></td>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td>Mechanical</td>
<td></td>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td>Storm/Sanitary services</td>
<td></td>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td>Water services</td>
<td></td>
<td></td>
<td>Yes No</td>
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<tr>
<td>Sewage system</td>
<td></td>
<td></td>
<td>Yes No</td>
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</table>

Permit via:
- Mail
- Pickup
- Applicant
- Owner
- Authorized agent

2. Zoning

<table>
<thead>
<tr>
<th>Permitted use</th>
<th>Park dedication required</th>
<th>Amount</th>
<th>Account</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>No</td>
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</tbody>
</table>

Compliance status:
- Not required
- Not in compliance
- C of A required
- Examined by
- Year
- Month
- Day

3. Site Plan

<table>
<thead>
<tr>
<th>Site plan</th>
<th>Development agreement</th>
<th>Examined by</th>
<th>Year</th>
<th>Month</th>
<th>Day</th>
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<tbody>
<tr>
<td>Not required</td>
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4. Plan Examiners

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<td>Sewage system</td>
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<td>Fire Prevention Office</td>
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Remarks:
- Conditions

5. Fees

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<th>Fee Description</th>
<th>Amount</th>
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<th>Receipt Number</th>
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<td>Additional permit</td>
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<td>3 Day</td>
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<tr>
<td>Conditional permit</td>
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<td>Early start</td>
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<tr>
<td>Park dedication</td>
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<tr>
<td>Other (or Sewage System)</td>
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6. Development Agreements/Securities

<table>
<thead>
<tr>
<th>Development Charges</th>
<th>Amount applicable</th>
<th>City/County Works</th>
<th>Secondary School Board</th>
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<td></td>
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<tr>
<td>Amount paid</td>
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</tr>
<tr>
<td>Balance owing</td>
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7. Final Check

<table>
<thead>
<tr>
<th>Final Check by</th>
<th>Year</th>
<th>Month</th>
<th>Day</th>
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8. Permit Issuance

<table>
<thead>
<tr>
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<th>Year</th>
<th>Month</th>
<th>Day</th>
<th>Shell/No connect</th>
<th>Year</th>
<th>Month</th>
<th>Day</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
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<td>Issued by</td>
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</table>
If you’re planning a special event that includes live or recorded music of any kind, you are required to pay a licence fee to SOCAN. SOCAN is the Society of Composers, Authors and Music Publishers of Canada. SOCAN collects license fees for the public performance of music in Canada. Those fees are then distributed to music creators around the world. SOCAN tariffs are regulated by the Copyright Board of Canada.

Your SOCAN representative for London is James Leacock. He can be reached at 519-868-0549 or via email at leacockj@socan.ca. Please contact Mr. Leacock to obtain the proper licensing for your event.

Online:
Visit the “SOCAN Tariffs” page [www.socan.ca/jsp/en/resources/tariffs.jsp] to determine the applicable licence and fee, or call your nearest SOCAN office [www.socan.ca/jsp/en/contact_us/index.jsp].
All organizers of a special event at which food is prepared, served, provided and/or offered to the public, must comply with the following requirements:

1. 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.
2. 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 comply with the following requirements:

1. Contact the Special Events Coordinator of the Middlesex-London Health Unit and obtain a Special Events Information Package.
2. Complete the Special Events Food Vendor Form and return it to the Special Events Coordinator seven (7) days prior to the event.
3. Complete a consultation meeting with the Special Events Coordinator or attend a food-handler lecture for special events.
4. Arrange for an on-site inspection of food concessions to obtain approval to operate.
5. Comply with all requirements as set out in the Standards for Outdoor Special Events.

All vendors involved in providing personal services to the public must comply with the following requirements:

1. Contact the Infectious Disease Control Team at (519)663-5317 ext. 2330
2. Complete the Special Events Personal Service Settings Form and return it to the Infectious Disease Control Team seven days (7) prior to the event.

All animal exhibitors must comply with the following requirements:

1. Contact the Special Events Coordinator of the Middlesex-London Health Unit and obtain a Special Events Information Package
2. Complete the Special Events Animal Exhibitors Form and return it to the Special Events Coordinator seven (7) days prior to the event.
3. Comply with the requirements as set out in the Standards for Owners and Operators of Animal Exhibits.
STANDARDS FOR OUTDOOR SPECIAL EVENTS
Pursuant to the Food Premises Regulation
Ontario Regulation 586/99

Definition: A charitable or commercial function where food is provided and/or offered to the public. The function must be a special occasion rather than a continuous or permanent operation.

Requirements
1) Health Unit approval must be obtained prior to food vendors operating.
2) All food must be obtained from an approved commercial source. All food must be prepared in an approved commercial kitchen or on-site. No home prepared or home canned food shall be used, sold or given away.
3) All hazardous foods must be maintained at an internal temperature of lower than 4ºC (40ºF) or higher than 60ºC (140ºF).
4) A probe thermometer shall be available on-site to check temperatures.
5) Adequate refrigerated units for the safe storage of perishable and hazardous foods must be provided. An accurate thermometer must be provided in each unit.
6) Adequate hot holding units must be provided for the safe storage of hazardous foods. An accurate indicating thermometer must be provided in each unit.
7) Raw and ready to eat products must be fully separated and stored in tightly covered containers to prevent cross-contamination. For example: In a refrigerator, the raw products should be stored on the bottom shelf with the ready to eat food above. If thermos cases and ice packs are used, SEPARATE cases must be provided for raw and ready to eat items.
8) A supply of hot and cold potable water under pressure must be provided.
9) A separate hand wash basin must be provided AT THE FOOD PREPARATION AREA before any food is handled. This sink must be supplied with hot and cold potable running water under pressure together with a supply of liquid soap and single service (paper) towels in dispensers. The unit can be permanently plumbed or be portable. A blend of hot and cold water in a single dispenser equipped with a spigot is acceptable.
10) All utensils and equipment must be:
   a) WASHED: in hot water and detergent
   b) RINSED: in hot water
   c) SANITIZED: in a solution of hot water for 45 seconds in one of the following solutions:
      • 100 ppm chlorine (bleach)
      • 200 ppmquaternary ammonium (QUATS)
      • 25 ppm iodine
11) A minimum of a 2 compartment sink with a drain board, supplied with hot and cold potable running under pressure must be available for washing and sanitizing utensils. Where the 2 compartment sink is not available on site, food vendors must provide a sufficient number of clean back up utensils (at least four sets is recommended per day of the event) and the vendor must have access to an approved kitchen off-site.
12) Test strips must be provided to test sanitizer strength.
13) All waste water shall be disposed of in an acceptable sanitary manner. Do not dump onto ground surface.
14) Single use containers shall be used for the service or sale of food.
15) Where reusable plates or containers are provided by the patrons, food handlers must ensure that there is no direct contact between the serving utensils and the plates or must wash, rinse and sanitize the utensil(s) after each patron.
16) Tongs, spatulas, or any multi-service utensils, must be cleaned and sanitized after each use or as required.
17) Ensure separate tongs are used for raw and cooked product to eliminate cross-contamination.
18) All food must be protected from contamination and adulteration. E.g. all foods must be covered and stored properly.
19) All food and food containers must be stored 15 cm (6") off the ground.
20) Floor surfaces of food concession must be of a material that can be cleaned. E.g. no grass surfaces allowed.
21) All food handlers must wear clean outer garments, and head gear that confines the hair.
22) Ensure that an adequate number of garbage receptacles with tight fitting or self-closing lids is provided. Garbage must be disposed of in a sanitary manner.

A ZERO TOLERANCE POLICY IS ENFORCED FOR ALL SPECIAL EVENTS. THIS MEANS FAILURE TO COMPLY WITH STANDARDS MAY RESULT IN CLOSURE AND/OR TICKETING.
SPECIAL EVENTS FOOD VENDOR FORM

Food concession may not operate until site inspection approval is granted.

Name of Event: ____________________________  Event Dates: ____________________________

Street Name & Number: ______________________

City/Town: ________________  Postal Code: ____________  Set up Date & Time: ________________

Name of Concession: ____________________________  Certified Food Handler: yes  no

Contact Person: ____________________________  Home Phone: ____________________________

Contact Address: ____________________________  Business Phone: ____________________________

Food Items: ____________________________

Food Suppliers: ____________________________

Food Preparation Location: ____________________________

Method of Transporting Food:  Coolers with Ice □  Insulated Container □  Other: ____________________________

VENDOR SITE:

Tent ( )  Trailer ( )  Other: ____________________________

Floor Covering Material: ____________________________

Water Supply System (hot and cold water under pressure required)  Type of System: ____________________________

Sinks:  3 compartment ____________  2 compartment ____________  Handwash ____________

Waste Water Disposal:  Collection method: ____________________________  Disposal site: ____________________________

Cold Storage:  Mechanical: ____________________________  Ice: ____________________________

Hot Holding: ____________________________

Garbage:  Receptacles Provided: Yes _____  No____  Disposal Method: ____________________________

Grease:  Disposal Method: ____________________________  BBQ: Yes _____  No ______

Vendor’s Signature: ____________________________  Date: ____________________________

Comments: ____________________________

Approved:  Yes ( )  No ( )  File No: ____________________________

P.H.I.’s Signature: ____________________________  Date: ____________________________

1. Section 16(2) of Ontario Health Protection and Promotion Act requires that every person who intends to commence to operate a food premise shall give notice of his/her intention to the Medical Officer of Health of the health unit in which the food premise will be located.

2. The personal information on this form is collected under authority of The Health Protection and Promotion Act, R.S.O. 1990, Ch. H7. It will be used for ownership identification and enforcement of the pertinent Regulations under this Act.

September 2009
SPECIAL EVENTS
PERSONAL SERVICES VENDOR FORM

MUST BE COMPLETED BY INDIVIDUAL VENDOR AND RETURNED 7 DAYS PRIOR TO EVENT.

Name of Event: __________________________________ Event Dates: _____________________
Location: _______________________________________ Set-up Date & Time: _______________
Name of Vendor: ____________________________________________________________________
Contact Person: ______________________________________ Home #: __________________
Contact Address: _____________________________________ Business #: ________________

SERVICES PROVIDED:

- Tattooing (not airbrush, temporary or henna)
- Body Piercing
- Ear Piercing
- Manicure/Pedicure
- Massage
- Other aesthetic services _____________________

SITE:
Hot and Cold Running Water   Yes ( ) No ( )
Handwash sink     Yes ( ) No ( )
Disinfection/ Sterilization location ________________________________________________________
Vendor’s Signature: _____________________________ Date: _____________________________
P.H.I.’s Signature: _____________________________ Date: _____________________________
Public Health Inspector Comments _______________________________________________________

Approved: Yes ( ) No ( )

The personal information on this form is collected under authority of The Health Protection and Promotion Act, R.S.O.1990, Ch. H7. It will be used for ownership identification and enforcement of the pertinent Regulations under this Act.
Standards for Owners and Operators of Animal Exhibits and Agricultural Fairs

The following are the standards for all petting zoos, pony rides and educational animal exhibits.

1. **Ensure that there are signs** near the animal exhibit that include the following messages:
   - Wash hands with soap and water after touching the animals;
   - Wash hands with soap and water before eating;
   - Avoid touching your face and mouth before washing your hands with soap and water;
   - Do NOT eat or drink while touching animals.

2. **Provide sufficient handwashing stations** with running water, pump soap and disposable towels or alcohol based hand sanitizer in several locations throughout the animal exhibit.

3. Ensure that handwashing stations and washrooms are kept clean and fully stocked.

4. Ensure that manure is quickly and thoroughly cleaned-up, and appropriately discarded.

5. At least once daily, ensure that the rails in the petting zoo are appropriately disinfected and that the floors in the petting zoo are thoroughly cleaned.
   - Animal enclosures with smooth surfaced barrier rails and hard-surfaced floors shall be cleaned and disinfected by washing all soiled surfaces with a detergent solution and following-up with a safe and effective disinfectant such as a,
     - Chlorine solution at 100 ppm or a
     - Quaternary ammonium compound solution at 200 ppm.
   - Manure shall be removed from animal enclosures and runs as often as necessary to prevent contamination of the animals. Animal enclosures with pens or runs using gravel, sand or dirt shall have the material contaminated with manure removed as necessary to prevent odors, diseases, pests, insects and vermin infestations.
   - Provisions must be made for the proper disposal of animal wastes.

6. Ensure that food is not fed to the animals in containers that can be eaten by people (e.g. ice cream cones or other edible products).

7. **Do not display ill animals or those known to be positive for E.coli O157:H7 or other infectious agents.**

8. **Report any animal bit or scratch to the Middlesex-London Health Unit @ 519-663-5317 ext. 2300.**

Depending on the nature of the exhibit, other standards may apply and will be provided to the exhibitor prior to the event.
SPECIAL EVENTS

ANIMAL EXHIBITORS FORM

MUST BE COMPLETED BY INDIVIDUAL EXHIBITOR AND RETURNED 7 DAYS PRIOR TO EVENT.

Name of Event: ___________________________ Event Dates: ______________________

Location: ___________________________ Set-up Date & Time: _______________

Name of Exhibitor: ___________________________

Contact Person: ___________________________ Home #: __________________

Contact Address: ___________________________ Business #: __________________

SERVICES PROVIDED:

- ☐ Petting Zoo
- ☐ Pony Rides
- ☐ Educational Display
- ☐ Other _____________________

TYPE OF ANIMALS ON SITE:

________________________________________________________________________________

________________________________________________________________________________

SITE:

<table>
<thead>
<tr>
<th>Service</th>
<th>Yes ( )</th>
<th>No ( )</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handwash stations available</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcohol Hand Sanitizer available</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwashing signs posted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Rabies Vaccination (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Exhibitor’s Signature: ___________________________ Date: ______________________

Public Health Inspector Comments: ___________________________

P.H.I.’s Signature: ___________________________ Date: ______________________

Approved: Yes ( ) No ( )

The personal information on this form is collected under authority of The Health Protection and Promotion Act, R.S.O.1990, Ch. H.7.
It will be used for ownership identification and enforcement of the pertinent Regulations under this Act.
Any time you are holding a special event that will involve alcohol, you must:

1. Apply for a special occasion permit at any Alcohol & Gaming Commission of Ontario.

2. If requested by A.G.C.O., summit a letter of request in writing to the City Clerk's Department in order to obtain a letter of approval for the insurance of the A.C.G.O. Permit.

3. Supply a copy of the Special Occasion Permit to The Corporation of the City of London, Community Services Department, Parks and Recreation, c/o Special Events Manager.

4. **You must follow all policies within the Alcohol Risk Management Policy Manual.**
Section 27

Alcohol Risk Management Policy

2011 Special Events Policies & Procedures Manual

27.0 Alcohol Risk Management Policy

The Corporation of the City of London

ALCOHOL RISK MANAGEMENT POLICY MANUAL

Risk Management City Manager's Department
CITY OF LONDON

ALCOHOL RISK MANAGEMENT POLICY

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PREAMBLE
The City of London owns and manages facilities where alcohol consumption is permitted under the authority of either the Alcohol & Gaming Commission of Ontario or a Special Occasion Permit. The City of London has developed an alcohol risk management policy in order to reduce alcohol related problems that may arise from alcohol consumption within its facilities and to promote a safe, enjoyable environment for users of these facilities.

A variety of problems can arise from excessive alcohol consumption. These problems can affect not only those consuming alcohol, but also other people who use the facilities.

PURPOSE OF THE POLICY

The alcohol risk management policy consists of a range of measures designed to reduce alcohol related problems and to increase the enjoyment of all those who use the facilities. By reducing the potential for alcohol related problems, the City of London concurrently reduces its risk of liability actions.

SECTION I

1.0 Areas Designated for Conditional Use of Alcohol

Alcohol may only be served in City facilities which are licensed by the Liquor Licence Act, R.S.O. 1990, Chapter L.19 and the Regulations or when a Special Occasion Permit is issued to an event sponsor by the Alcohol and Gaming Commission of Ontario (issued by A.G.C.O.). A Special Occasion Permit authorizes individuals to serve alcoholic beverages during an occasion that is judged unique or does not occur on a regular basis. However, a number of different Special Occasion Permits may be granted to different permit holders for the same facility. The City of London reserves the right to refuse an applicant permission to run a licensed event on its property.

SECTION 2

2.0 Conditions for the Use of Alcohol in City Facilities

Anyone who wishes to serve alcohol at a designated site must complete an agreement form that stipulates the conditions under which alcohol may be served. In addition, the responsible person must obtain a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario. The Special Occasion Permit holder must comply with the Liquor Licence Act, R.S.O. 1990, Chapter L.19 the Regulations and all of the provisions of the City of London Alcohol Risk Management Policy.

2.1 Category: Personnel

2.1.1 All bartenders and servers shall complete the Server Intervention Program (S.I.P.) or an approved course as set out by the AGCO training in the responsible service of alcoholic beverages.

2.1.2 The permit holder shall have staffing levels sufficient to effectively monitor the entrances, exits and patron alcohol consumption as set out in 2.1.4, below.

2.1.3 Where the City is not providing bartender and/or server staff the permit holder shall, if requested, provide the City with a list of the names and addresses of bartenders and servers two weeks prior to the event, and shall ensure that only those persons listed will serve alcohol.

2.1.4 The permit holder shall provide the City with a list of the monitors, aged 19 or over, two weeks prior to the event. There shall be at least one (1) monitor per one hundred (100) participants plus one (1) monitor for each entrance and exit at the facility or area for the first five hundred (500) participants. There shall be at least one (1) monitor per two hundred (200) participants for the next one thousand (1000) participants. There shall be at least one (1) monitor per three hundred (300) participants for the number of participants that exceed fifteen hundred (1500). These minimum requirements may be increased if circumstances warrant or if required by the City. Monitors will supervise the event, encourage legal and moderate drinking behaviour and ensure that any problems that arise are dealt with appropriately. Monitors will be readily identifiable by a name tag or item of clothing.
2.1.5 The monitors, bartenders and servers shall not consume alcohol during the event, nor shall they be under the influence of any alcohol consumed before the event.

2.1.6 Event attendant(s) will be provided by the City at the expense of the permit holder and will be available to provide assistance on request. The City will have at least one staff member in attendance at all times.

2.2 **Category: Entry and Control Policies**

2.2.1 The permit holder and designated event staff shall accept only an age of majority card, a drivers licence with a photo card, a passport, Armed Forces ID, or citizenship card as proof of age of majority for alcohol purchase or consumption.

2.2.2 Entry must be denied to intoxicated or unruly individuals, individuals carrying alcoholic beverages, and individuals previously turned away from the event.

2.2.3 The permit holder shall ensure that the bartenders and servers do not serve alcohol to underage, intoxicated, rowdy or unauthorized people at the event.

2.2.4 The permit holder shall be responsible for recognizing the need for assistance during the event, and requesting it from the designated City of London event attendant.

2.3 **Category: Sale of Alcohol and Serving Practices**

2.3.1 Discounts shall not be offered for volume purchase of tickets when tickets are sold for alcoholic beverages. The City, in consultation with the permit holder, may require that a limit be imposed on the number of tickets to be sold to any one person at one time.

2.3.2 Discounts shall not be offered for volume purchase of tickets when alcoholic beverages are sold for cash. The City, in consultation with the permit holder, may require that a limit be imposed on the number of beverages to be sold to any one person at one time.

2.3.3 A sign shall be prominently posted at the bar and at the ticket counter stating the law on serving to intoxication.

The sign will read, "It is against the Liquor License Act of Ontario for licensed establishments to serve customers to intoxication. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcoholic beverages."

**Rationale**

By limiting the number of tickets or drinks participants may purchase at one time, the ticket sellers, monitors, bartenders, and servers are provided with more opportunities to observe participants for signs of intoxication. Table consumption can be moderated by not selling rounds of large numbers of tickets - a strip of twenty, for example.

2.4 **Category: Low Alcohol and Non-Alcoholic Options**

2.4.1 The permit holder shall ensure that 30% of the alcoholic beverages offered consist of low alcohol options (e.g. low alcohol beer, light wine, and low alcohol spirits). Non-alcoholic beverages must be readily available and priced significantly below any alcoholic beverage.

2.4.2 The permit holder shall provide a sign which shall be prominently posted identifying the low alcohol and non-alcoholic beverages available at the event.

**Rationale**

Low alcohol beverages help prevent intoxication by providing responsible consumers with an opportunity to consume less alcohol and avoid becoming intoxicated. A patron consuming a regular beer (at 5% alcohol) would have to drink two "extra light" beers (at 2.5% alcohol) to ingest the same amount of alcohol. Similarly, "light" beer (at 4% alcohol) represents a 20% reduction in alcohol intake.
2.5 Category: Accountability

2.5.1 The permit holder shall post a sign, provided or approved by the City of London, stating the name of the Special Occasion Permit holder and the telephone numbers for the designated City of London staff and the Alcohol and Gaming Commission of Ontario.

2.5.2 The permit holder shall obtain a minimum of FIVE MILLION ($5,000,000) DOLLARS liability insurance, naming the City of London as an additional insured, at least two weeks prior to the event. The permit holder shall indemnify and save the City of London harmless from all claims arising from the permit or event. The actual insurance limits required may be increased at the discretion of the City of London.

Rationale
While the local authorities and Alcohol & Gaming Commission of Ontario Licence Inspectors are informed of the date and place of the special occasion function, they do not always have an opportunity to drop in and check on the operation of the event. The signs serve notice to the permit holder that while enforcement personnel may not be present the entire time, concerned participants will know where to lodge a complaint. This can facilitate early correction of potentially risky situations.

If an individual is injured, and if the City of London were to be found "jointly and severally" liable, the City of London could end up paying part or all of the judgment should the Special Occasion Permit holder be inadequately insured or uninsured. In addition to the expense to the municipality to defend any legal action, the municipality might have difficulty obtaining continued insurance coverage.

2.6 Category: Procedures for Dealing with Problem Patrons

2.6.1 Door staff monitors, serving staff, bartenders and management staff should always be in a position to quickly detect intoxicated patrons.

2.6.2 In the case of patrons who are intoxicated to the point that they must be cut-off, the permit holder or designated event staff must make every effort to ensure that the patron does not drive and that he or she will arrive safely at home. In some instances, non-intoxicated friends might agree to drive the person home, or a cab may be called for the patron.

2.6.3 In an effort to encourage patrons not to drink and drive, free access to a phone should be made available to persons wishing to call a taxi and the telephone number of a taxi company should be prominently displayed.

2.6.4 If an intoxicated person insists on driving, the permit holder and/or staff may have to attempt to detain the person and call the police.

2.6.5 The permit holder is required to report in writing to the facility manager within 48 hours all incidents in which patrons are injured or ejected from an event or London Police are called.

2.7 Category: Safe Transportation

2.7.1 The permit holder is responsible for promoting safe transportation options for all the drinking participants. Examples of safe transportation options are:

a) a designated driver selected from non-drinking participants at the event;
b) a designated driver provided by the sponsoring group; or
c) a taxi paid either by the sponsoring group or the participant.

Rationale
The risk of liability is especially high when an impaired driver leaves an alcohol-related event. Event organizers must assume responsibility for promoting safe transportation for all drinking participants. Safe transportation options are essential since the only way to sober up an impaired person is with time. Coffee provided at the end of the evening only turns a sleepy drunk into a wide awake drunk who is still unable to drive.
2.8 Category: Other

2.8.1 Special Events organizers intending to sell alcohol as part of their event shall be required to hire special pay duty police officers to ensure the safety and security of their patrons. Accredited security will still be required. The number of special pay duty police officers shall depend on the anticipated attendance of the event, including the capacity of the licensed area (including Special Occasion Permit, Catering Endorsement or Liquor Licence Extension). See scale.

<table>
<thead>
<tr>
<th>Anticipated Attendance</th>
<th>Number of Officers Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>500-2500</td>
<td>minimum 2 officers</td>
</tr>
<tr>
<td>2500-5000</td>
<td>minimum 4 officers</td>
</tr>
<tr>
<td>5000-7500</td>
<td>minimum 5 officers</td>
</tr>
<tr>
<td>7500-10000</td>
<td>minimum 6 officers + 1 sergeant</td>
</tr>
</tbody>
</table>

Each event will be reviewed on its own merit. If the special event operator demonstrates the need for less policing at their event, the required number of officers may be reduced or waived. However, public safety for the patrons of the event will be paramount. The special event operator may be required to come before the Special Events Approval Committee for further clarification of safety and security needs.

This Committee will be made up of representatives from:

- The City of London Community Services Department
- The City of London Risk Management Office
- The London Police Service
- The Alcohol and Gaming Commission of Ontario

This review Committee is here to help the special event operator to ensure their event is operated in a safe and successful manner.

2.8.2 The City of London reserves the right to introduce other conditions from time to time at its discretion.

SECTION 3

Enforcement Procedures for Policy Violation

3.1 A violation of this policy occurs when individuals consume alcohol in a municipal facility or area in violation of this policy or any municipal by-law, or provincial or federal legislation. Users, City of London staff or Police can intervene at any time.

3.2 A violation of this policy occurs when a permit holder breaches the conditions of the Liquor Licence Act of Ontario or this policy. Intervention can be initiated by a participant at the event, a City of London staff member, a member of London City Police, or an Inspector of the AGCO.

3.3 A member of the organizing group(s) or the designated monitor(s) may intervene by informing the offending individual of the policy violation and asking that it stop. Group members and monitors are encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and regulatory or criminal charges.

3.4 Where a holder has violated this policy, and has been confronted by a City of London staff member, the group shall be sent a registered letter by Department Head or designate advising of the violation, and indicating that further violations will not be tolerated.

3.5 Should the holder violate the Municipal Alcohol Policy again within one year of receiving notice of a first violation, the licence holder and event organizers shall be suspended from organized use of a City of London facility or area for a period of one year. A registered letter shall be sent by Department Head or designate to the appropriate contact person advising of the suspension.

3.6 Where, in the opinion the City of London event attendant, there has been a violation of a provincial or federal statute, the event organizers shall be immediately suspended from organized use of a City of London facility or area for a period of one year or such longer period as are warranted in the circumstances.
## First-Aid

2011 Special Events Policies & Procedures Manual

### 28.0 First-Aid

<table>
<thead>
<tr>
<th>You May Want to Use:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>St. John’s Ambulance (or similar)</em></td>
</tr>
<tr>
<td><em>Public Event Coverage</em></td>
</tr>
<tr>
<td><em>741 King Street</em></td>
</tr>
<tr>
<td><em>London, Ontario N5W 2X2</em></td>
</tr>
</tbody>
</table>

If you are holding a special event or gathering, you are expected to provide adequate medical services.

1. Contact (by letter) St. John Ambulance Services (or similar) and inform them of your event and what is involved.

2. They will then contact you and tell what will best suit your needs.
GUIDE:
HOW TO PLAN ACCESSIBLE
OUTDOOR EVENTS

Prepared by:
City of London
Accessibility Advisory Committee
1.0 INTRODUCTION

An accessible event is one in which everyone can participate fully regardless of their ability. Accessibility is not only for persons with disabilities but also for parents with young children pushing strollers and for seniors.

None of us are getting younger. As we age it's likely that we will require some form of accommodation to allow us to take part in events within our community.

Become aware of the features that make your venue accessible. Hold your event at an accessible location or modify the location so that all persons can participate without assistance or with minimal help.

Use this guide when planning outdoor events such as festivals, concerts, picnics, receptions, etc.

Visible disabilities are obvious and readily seen. Examples are physical disabilities that require use of a wheelchair, crutches, cane or other mobility aids, amputation, etc.

Invisible disabilities are not obvious and can't be readily seen. Examples are a person who is blind, deaf, deafened or hard of hearing, or with a visual impairment, speech impediment, developmental disability, mental health or psychiatric disability, intellectual disability, learning disability and cardiac disability.

Please feel free to contact us for clarification or for additional suggestions.

City of London Accessibility Advisory Committee
London City Hall
City Clerk's Office, 3rd Floor
300 Dufferin Ave.
London, ON, N6A 4L9
Phone: (519) 661-2500 Ext. 5475
TTY: (519) 661-4889
Fax: (519) 661-4892
E-mail: accessibility@london.ca
Website: www.accessibility.london.ca
2.0 PARKING:

☐ Do you have designated disabled parking places?
☐ Are they as close to the entrance of the event as possible?
☐ Are event personnel familiar with the location of these parking spots?

3.0 PUBLIC ENTRANCE:

☐ Is there a level entrance that persons using wheelchairs or mobility aids can pass over and wide enough for wheelchairs to pass through? (Greater than 32" recommended).
☐ If the main entrance isn't accessible, are there signs directing people to the accessible entrance?
☐ If the main entrance has steps does it also have a railing?

4.0 EMERGENCIES:

☐ In the event of an emergency are there auditory and visual alarms?
☐ Do you have an evacuation plan that addresses the evacuation of persons with special needs?
☐ Have you trained your staff in these evacuation procedures?
☐ Have you considered offering a free or reduced companion rate on the basis that the companion will assist the person with the disability in the event of an emergency?

5.0 WASHROOMS:

☐ Have you provided, at a minimum, two accessible outdoor portable washrooms?
☐ Are they located in accessible areas?
☐ Are large clear letters, understandable pictures/symbols used on the signs identifying the accessible washroom(s)?
☐ Do event personnel know where the accessible washrooms are located?

6.0 WAY FINDING SIGNAGE:

☐ Are large clear letters and plain language used on signs directing people to specific areas? Are they free from glare?

7.0 ENTERTAINMENT SEATING:

☐ Has an area been designated for people who use wheelchairs or mobility aids?
☐ Does this area have an unobstructed view of the entertainment area/stage?
☐ Are these areas integrated with other seating areas such as at the front, on the aisles or on the sides of the stage while ensuring an unobstructed view?

☐ Can a companion sit beside the person with the disability?

☐ Can you accommodate the Deaf, deafened or hard of hearing?

8.0 LIGHTING:

☐ Are the areas of travel and the display/booth areas adequately lit?

9.0 CABLES AND CORDS:

☐ Have you provided covers over electrical cables or cords that cross aisles or pathways? Cable covers should be no more than 1/2" thick so that they do not become a tripping hazard and also, so that wheelchairs can traverse across them.

10.0 FOOD:

☐ Are there event personal available to assist participants to get their food/beverages?

☐ Is part of the food counter lowered to allow persons with mobility aids to access it easily? (34” is recommended).

☐ Is there a clear path between tables for a mobility aid user to manoeuvre? (42” is recommended).

11.0 TICKETS:

☐ Is the queuing (line-up) area accessible for mobility aid users to manoeuvre?

☐ Is there colour contrast between barriers?

☐ Can tickets for accessible seating areas be ordered in advance of the event by phone?
GENERAL ETIQUETTE:

- Focus on peoples' abilities.
- Be respectful. A wheelchair is an extension of the person's body and in reality their legs. To lean on their wheelchair is the same as leaning on the actual person. Please give their 'personal space' the same respect as you would someone standing in front of you.
- Never touch a 'service animal' without the owner's permission. These animals are 'on the job' when they are wearing their 'harness or service wear'; they do not react the same as when they are not 'on duty'.
- Be patient; let individuals do things at their own pace — do not rush them.
- Be observant; look to see if someone needs help.
- ASK the person if they require any assistance, and then WAIT for the response. If requested, provide assistance.
- Let the person guide you as to what kind of assistance they need.
- Listen carefully and if you do not fully understand what was said, respectfully ask for something to be repeated. If you are speaking at length with someone, place yourself at eye level with the person so that you are not speaking 'down' to them.
- Speak to the person with the disability, not the individual who may accompany them.
- Have a pen and paper handy to assist those who are deaf, deafened or hard of hearing.
- DO NOT raise your voice unless requested to do so.
- Be familiar with your location and know the most accessible routes.
- A person with a disability has the same needs as anyone else. Respect the individual as a human being. Treat adults as adults.
- Be yourself; it's OK not to know what to do — consider it as an opportunity to learn something about living with a disability.
A Way With Words:

A *word list* of appropriate terminology for the portrayal of persons with disabilities;

<table>
<thead>
<tr>
<th>Do Not Use</th>
<th>Use Instead</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aged (The)</td>
<td>Seniors</td>
<td>Adjectives like frail, senile, feeble suggest a negative image of seniors and should not be used</td>
</tr>
<tr>
<td>Elderly (The)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birth defect</td>
<td>Persons with a disability since birth</td>
<td></td>
</tr>
<tr>
<td>Congenital defect</td>
<td>Person who has a congenital disability</td>
<td></td>
</tr>
<tr>
<td>Visually impaired (The)</td>
<td>Person with a visual impairment</td>
<td></td>
</tr>
<tr>
<td>Blind (The)</td>
<td>Person who is blind</td>
<td></td>
</tr>
<tr>
<td>Confined to a wheelchair</td>
<td>Person who uses a wheelchair</td>
<td>For persons with a mobility impairment a wheelchair is a means to get around independently</td>
</tr>
<tr>
<td>Wheelchair-bound</td>
<td>Person who uses a wheelchair</td>
<td></td>
</tr>
<tr>
<td>Cripple, crippled, lame</td>
<td>Person with mobility impairment, Person with arthritis, a spinal cord injury, etc.</td>
<td></td>
</tr>
<tr>
<td>Hearing impaired (The)</td>
<td>Person who is Deaf, Deafened or Hard of Hearing</td>
<td>Amplification device, sign language interpreters, paper/pen, LED display, or computerized note taking may assist.</td>
</tr>
<tr>
<td>Epileptic (The)</td>
<td>Person who has epilepsy</td>
<td></td>
</tr>
<tr>
<td>Fit, attack, spell</td>
<td>Seizure</td>
<td></td>
</tr>
<tr>
<td>Handicapped (The)</td>
<td>Person with a disability</td>
<td>Unless referring to an environmental or attitudinal barrier. In such instances, “person who is handicapped by” is appropriate.</td>
</tr>
<tr>
<td>Insane, lunatic, maniac, crazy, etc.</td>
<td>Person with a mental health disability</td>
<td></td>
</tr>
<tr>
<td>Mental patient</td>
<td>Person with a mental health psychiatric disability; person who has schizophrenia</td>
<td></td>
</tr>
</tbody>
</table>

75
<table>
<thead>
<tr>
<th>Mentally Retarded</th>
<th>Person with an intellectual disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Learning disabled, dyslexics</td>
<td>Person with a learning disability</td>
</tr>
<tr>
<td>Physically challenged</td>
<td>Person with a physical disability</td>
</tr>
<tr>
<td>He/she has a problem with</td>
<td>He/she has a need for…</td>
</tr>
<tr>
<td>Suffers from, afflicted by, stricken with</td>
<td>Person with a disability, person who has cerebral palsy, etc</td>
</tr>
<tr>
<td>Victims of MS, CP, etc</td>
<td>Person who has MS, CP, Etc</td>
</tr>
<tr>
<td>Normal</td>
<td>Person who is not disabled</td>
</tr>
<tr>
<td>Invalid</td>
<td>Person with a disability</td>
</tr>
</tbody>
</table>

Source: Office of disability issues, Human Resources Development Canada, 2002
City of London, Production Guidelines – Filming in London
2011 Special Events Policies & Procedures Manual

30.0 City of London, Production Guidelines – Filming in London

2011 Production Guidelines

Filming in London
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1.0 INTRODUCTION
The City of London recognizes that its residents benefit from television and movie industry use of various City facilities for audio visual productions. As a result, the City has established a series of formal guidelines and applications to protect producers, the City’s employees and assets from accidental injury, loss or damage.

The City of London recognizes that film production generates rich economic spin-offs to the community. Our staff will be pleased to identify members of the general public, community associations, businesses and City departments who may be able to assist you.

London offers a diverse backdrop for may productions large or small, in part or in whole. The City of London in conjunction with other local organizations will offer assistance and provide a hassle free environment for productions to take place. Some of the productions that have taken place in our city in the past are Due South, The Red Green Show, A Time to Kill and Phenomenon to name a few.

London offers an economical solution to large city location filming and a versatile landscape for feature film, television, commercial, corporate and music video productions with a variety of support services, crew and talent.

2.0 CONTACT INFORMATION
For more information contact: Krista Keams, Special Events Manager & Community Rentals
Pone 519 661-2500 x2379
Fax 519 661-5793
e-mail: kkeams@london.ca

3.0 CITY OF LONDON PRODUCTION HOURS
Hours for filming, move-ins, move-outs and related activities in residential areas are:
- 7:00 a.m. to 11:00 p.m. Monday to Friday
- 9:00 a.m. to 11:00 p.m. on weekends
Filming activities in the non-residential area of the downtown core (describe), and in industrial areas and primary transportation routes are allowed 24 hours a day, subject to the conditions outlined below.
Noise levels must not contravene the City’s Noise Bylaw (link to City website City Services). Filming between 11:00 pm and 7:00 am in residential areas with only be allowed if at least 66% of the residents approve.

4.0 CLOSING OF CITY STREETS, ALLEYS AND SIDEWALKS
The City is prepared to close streets, alleys, lanes or sidewalks to allow for actual filming pending business activities and construction schedules. As “No Parking” signs must be posted 24 hours in advance of the filming, It is necessary to file the following information five (5) working days before filming:
- the streets where the filming is to take place
- number of traffic lanes to be closed
- how access will be maintained to adjacent businesses/residential areas
- detailed description of the filming to be done
- date(s) and times of the filming.

Streets in the downtown core will not be closed during the normal business day unless:
- adequate alternate routes are available
- adequate access is assured to adjacent businesses/residential areas
- public transit can be maintained on the portion of the street to be closed or on adjacent streets.

CLOSURE OF MAJOR STREETS IS SUBJECT TO APPROVAL ON A CASE-BY-CASE BASIS.
Police officers may be required to undertake traffic control duties for any on-street filming that will affect or interfere with traffic. The City of London Environmental Services Department will set the conditions on Street Use Permits for street/alley/sidewalk closures. Performance Security is required to ensure compliance with conditions set out by the City. Failure to adhere to, or exceed the permit conditions, will result in the permit being revoked and all work suspended for the remaining portion of that calendar day. (See Page 23)
5.0 FILMING ON OTHER CITY PROPERTY

The City of London owns many facilities that may be available to the film industry. These include City Hall, community centres, parks, recreation facilities, landfill sites and operations centres. Permission to film in these locations (subject to availability) must be arranged with the City of London in advance. Your request should be in writing at least 4 weeks in advance and provide as much of the following information as possible:

- the building/park/facility and the specific locations which you plan to use
- including any space needed for equipment, etc.
- the exact nature of the filming to be done
- the date and time required including site set up and clean up
- why this location is requested
- approximate number of crew/cast, support vehicles and equipment
- any special effects, stunts or loud noises
- any special technical needs, e.g., utilities, parking, security, moving existing furniture, wall decorations, etc.

Please keep in mind that these facilities function primarily to serve citizens; filming will not be permitted if it severely impacts the ability for the facility to serve its customers. As a result, limitations or specific conditions may need to be established if the site is made available to the production company. Some locations may not be available at any time. Also, previously booked events will take precedence unless a mutually-agreeable compromise can be reached.

For fees and security deposits see the Rate Sheet. If access to buildings or grounds is granted, all associated costs including staff time and necessary security will be payable by the production company.

If a film company wishes to film City personnel, vehicles, equipment, uniforms, etc., the film company must obtain approval in advance.

6.0 RESIDENT & BUSINESS NOTIFICATIONS

An information letter must be delivered by the production company to those residents/businesses directly impacted by the closure of a street/alley/sidewalk or the on-street parking of film production vehicles at least 2 weeks in advance.

The information letter must be on company letterhead and include:

- the name and phone number of the location manager
- the title of the production
- the date and time crews will be working in the area with a brief description of what the crew will be doing
- where your production vehicles are permitted to park

A copy of the written notification must also be submitted. The production company will place a sign(s) on the sidewalk in the area advising the public that filming is taking place. Filming involving loud special effects, gunfire, etc. requires a larger notification area.

The production company’s staff must perform their work in a safe and professional manner. This includes refraining from trespassing, littering, lewd or improper language or dress.

Vehicle/generator exhausts and spillover lighting cannot be allowed to negatively affect residents and businesses. The safety of the public and enjoyment of their property must be protected.

Production crews will clean up and restore the location to its original condition at the end of filming unless otherwise arranged. (see page 87)
7.0 REMOVAL OF STREET SIGNS, SIGNALS OR ROAD MARKINGS
If it is necessary for street signs (street names, traffic control signs, directional signs, etc.), signals or road markings to be removed during filming approval is required to have removal and replacement carried out. A minimum five (5) days notice is required for this type of service. The Highway Traffic Act; Section 184 states "Every person who willfully removes, defaces or in any manner interferes with any notice or obstruction lawfully placed on a highway is guilty of an offence and on conviction is liable to a fine ...or to imprisonment ..." The producer is responsible for reimbursing the City the full cost of this service.

8.0 PARKING PERMITS
The City will attempt to provide street parking space for essential film unit vehicles. As the City must post "No Parking" signs 24 hours before the effective date of the permit, the following information is required at least five (5) working days in advance of the required signing:
- the streets to be reserved for parking vehicles
- existing regulations on the street such as parking/no parking zones, meters, rush hour limits, handicapped parking, etc.
- detailed description of the filming to be done
- date(s) and time the signing is required.

Permitted streets will be reserved overnight if the permit allows for shooting on consecutive days.

This parking is, not for cast and/or crew’s personal vehicles. Arrangements must be made for off-street parking and/or shuttle vans/buses should be used.

All film production vehicles must display a valid parking permit in the windshield of each parked vehicle. Vehicles not displaying a valid permit may receive parking tickets. No vehicles are permitted to be parked in front of fire hydrants, driveways or within five metres of a street corner or crosswalks. Vehicles may be ticketed and towed in these cases.

TOWING ILLEGALLY PARKED VEHICLES
If it is necessary to tow a vehicle that is parked in a signed area, only the City of London can arrange for a towing company to move a vehicle parked in a signed area at the producer's expense. The Production Manager should notify the City as soon as possible when an unauthorized vehicle is in an area assigned to the production company. In all cases where a vehicle is towed, London Police Service must be notified by calling 519 661-5500.

9.0 USE OF HELICOPTERS, HOT AIR BALLOONS AND LOW-FLYING AIRCRAFTS
Authority to fly lower than 1000 feet above ground level is required from Transport Canada and London International Airport.
Obtaining Transport Canada approval for helicopters/hot air balloons/ultra light or low-flying aircraft is the responsibility of the helicopter/charter aircraft company hired by the film production company. They will require a letter from the City stating whether or not it has objections to these flights. This letter will be sent directly to Transport Canada once Transport Canada and the Greater London International Airport have confirmed their support in writing. Aviation liability insurance is required in the amount of $25 million with the City of London included as an additional insured.

In addition, City permission is required if an aircraft is to land and/or take off from a City-owned property, e.g. street, building, parking lot, or any of the balloon launch sites. An exception to this requirement is that landings and takeoffs at London International Airport are subject to approval by the Airport Authority.
10.0 USE OF CITY VEHICLES

The City of London owns and operates an extensive fleet of vehicles comprised of compact cars, pickups, vans, flat beds, dump trucks and other municipal equipment. Requests to rent City vehicles must be made at least ten (10) working days in advance.

USE OF CITY FLEET (including operators)

Production companies are required to sign a contract agreement to rent City vehicles or equipment. The agreement stipulates the operating conditions, insurance, charge-out rates and other legal requirements. Charges for use of the unit and the operator are set by the operating department. No vehicles may be operated by anyone other than a City of London employee.

A contract administration fee of $50.00, plus application taxes will apply per transaction.

Note: City vehicles will only be made available if they are not otherwise committed.

11.0 INSURANCE REQUIREMENTS

- Comprehensive (or Commercial) General Liability Policy
- Minimum limit of $2 million each occurrence
- General liability insurance must include:
  - Personal injury, broad form property damage, contractual liability, owners’ and contractors’ protective,
    completed operations, contingent employer’s liability, non-owned automobile, cross liability and severability
    of interest clauses
  - Corporation of the City of London as “Additional Insured”
- 30 days notice of cancellation
- Evidence from a Canadian-licensed (or Ontario-licensed) insurer must be submitted on a standard City of
  London certificate of insurance form.
- Whenever a City of London facility will be occupied during all or part of the filming activities, you will need to
  secure tenants legal liability insurance in the amount of at $250,000 or such higher sum as may be required
to special conditions of the facility
- Whenever aircraft and/or watercraft will be used, you will need to secure special insurance in the amount of at
  least $25 million aircraft and $5 million watercraft for these activities
- Automobile Liability Insurance on all owned / leased vehicles
- Workplace Safety and Insurance Board coverage (or Waiver)

Note: The City reserves the right in its sole discretion to require additional amounts or types of insurance depending
on the specific nature of planned activities.

NON-OWNED AUTO INSURANCE

The insurance provided by an auto rental company, covers yourself and the auto, but not the City of London and its
taxpayers who would be responsible in the event of a claim. The non-owned policy covers your firm, its employees
for amounts in excess of that provided by the rental company. (See Page 15)

12.0 USE OF SPECIAL EFFECTS

Emergency Services (Fire and Police) must be notified at least five (5) working days in advance of any scenes
requiring special effects, stunts, loud noises, pyrotechnics, visible weapons (whether being fired or not), and
helicopters or low-flying aircraft. Verbal and written notification to residents (including survey of residents) and
businesses must also make reference to these activities. Fire and Police will need to approve plans for these special
effects.

The City reserves the right to have production companies survey affected residents before permits are issued in
these cases. The presence of the Police and/or Fire staff is usually required during this type of filming.
13.0 ASSISTANCE FROM EMERGENCY MEDICAL SERVICE, FIRE, POLICE - 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, 7th floor, City Hall, for erecting tents, booths, etc., within the road allowance (sections 21 and 23).

EMERGENCY MEDICAL SERVICES ASSISTANCE
Canadian Red Cross or St. John Ambulance may be available to provide standby units / paramedics during potentially dangerous situations.

USE OF FIRE PERSONNEL, BUILDINGS, ETC.
Advance permission of the Fire Chief is required if a film production company wishes to film Fire personnel, vehicles, equipment, buildings, uniforms, etc. The request must be made in writing to the Special Events Manager or designate at the City of London at 519 661-2500 x2379. All pertinent details of the script involving the Fire Department, as well as a brief outline of the film, is required a minimum of ten (10) working days prior to their use.

If a production company requires Fire Services to be present on an assigned basis, the request must be made through Special Events Manager or designate at the City of London, 519 661-2500 x2379 at least ten (10) days in advance. Off-duty fire personnel may be made available at a fee to be determined by the Fire Chief.

All Fire personnel who work “off-duty” are paid in accordance with the collective agreement between the City and the London Professional Fire Fighters Association. Twelve advance hours notice must be given if booked services are not required. All Fire personnel reporting to the site are payable for a minimum of three hours at 1.5 times their normal rate of pay.

USE OF FIRE HYDRANTS
If the use of a fire hydrant is required, contact the Environmental Services, at least ten (10) working days in advance. The fire hydrant will be inspected by the City and the film production company’s staff will be trained on its use. After completion of filming, The City will re-inspect the hydrant. If the hydrant is damaged, the City will repair the hydrant and bill the film company for the costs incurred.

During emergencies, Fire Service’s use of fire hydrants supersedes any other use. Fire Services must be provided with unobstructed access to the fire hydrant until they indicate it is released.

PERMITS FOR FIRE SAFETY
Currently, Federal and Provincial Statutes, as well as municipal bylaws control the use of fire and pyrotechnic effects in London,
Any filming where open flame is used, indoors or outdoors, requires review by the Fire Chief. Requirements for attendance by the Fire Services are judged on an individual basis. Fire prevention and suppression requirements will be judged individually, depending upon the location and extent of risk involved.

Requirements can range from appropriate fire extinguishers on hand for use by trained film crew to paid Fire Services crews and vehicles on site.

London Fire Services has the authority over pyrotechnics in the City. Any use of these materials or any other use of flammable materials for pyrotechnics requires Fire Prevention Office review. Required fire protection will be mandated upon review of information provided from the production company. Requirements range from appropriate fire extinguishers on hand for use by trained film crew to full paid duty fire crews and vehicles on site.

At least three (3) weeks prior to filming, the Fire Chief requires a completed 'High Hazard Fireworks Discharge Permit' Fire Services reserves the right to refuse to issue a permit to any blaster or pyro-technician not holding valid certifications or where the safety of the proposed event is deemed to be unsafe.

Requests for permits are required for: (see Page 88)
- the use of any explosives *
- the use of any fireworks
- the use of any pyrotechnics
- the burning of any buildings or vehicles, etc.

Requests must be made in writing to the Fire Chief ten (10) working days in advance.
*Note any use of explosives, other than in a pyrotechnical effect, must be report to the London Police Service, Explosives Disposal Unit at least ten (10) working days in advance.

The following information must be provided ten (10) working days prior to any explosive, pyrotechnic effect or burning permit being issued:
- a complete description of the device, materials, etc. being used to create the special effect
- the exact amount of explosives to be used and the types of explosives to be used. Types will include who the manufacturer is and the color coding
- the type of delays to be used
- how the effect is to be fired - electrically, remotely or manually
- the exact location including distances from any and all buildings
- the safety precautions and apparatus used to protect the public, cast and crew
- a complete "story board" on what effect is to be done may be required

The use of any black powders, "Detonation Cords", pyro-pak pyrotechnics or any other high explosives will require the attendance of an assigned Fire Prevention Officer and may require a member of the London Police Service Explosives Disposal Unit to examine and/or offer advice regarding the explosive.

Once an inspection of the site and the special effect to be used has been completed, the assigned Chief Fire Prevention Officer shall sign the appropriate permit for that effect. The effect shall not be used until the permit is signed and the effect approved.

Any special effect not using high explosives, i.e. propane cannon, gasoline, etc. will require the attendance of an assigned Fire Services Officer or Inspector and/or Fire Fighting Personnel.

A Fire Services Officer and/or Inspector may stop the effect at any time if the public, cast, crew, etc. is in danger from the effect.

**STORAGE AND TRANSPORTATION OF EXPLOSIVES**
A magazine, the manner in which the explosives shall be stored therein and the conditions under which explosives may be stored shall be governed by and subject to the provisions of the Explosives Act (Canada) and its related regulations.

The transportation of explosives shall be governed by and subject to the provisions of the Explosives Act (Canada) and its related regulations.

**POLICE SERVICES ASSISTANCE**
Police presence is required when there is a concern for public safety:
- to control traffic during road closures
- for any filming involving weapons that will be visible to the public whether they will be fired or not
- for shots involving camera mounted in moving vehicles
- to control traffic for any stunts or special effects
- when explosives are being used.

All applications for Police assistance in these cases must be made through London Police Services a minimum of ten (10) working days in advance.

Police officers who work "off-duty" are paid in accordance with the standard agreement with the London Police Association. Eight hours notice must be given if booked services are not required.

On-duty officers, if available, can be used to assist movie production vehicles change locations if the vehicles must proceed opposite to the normal flow of traffic. ‘Wrong way’ moves cannot occur during the rush hours.

Prior written permission from the Police Chief is required when a film production company wishes to film Police personnel vehicles, equipment, buildings, uniforms, etc. An advance written request must be made to the London Police Service. All pertinent details of the script which involve the London Police Service as well as a brief outline of the film is required a minimum of ten (10) working days prior to their use.
**FIREARMS**
If firearms are to be used and seen by the public and/or discharged, London Police Services must be notified at least four hours in advance. Include in the notification the time and location the filming will take place, the nature of the firearms used and the name, permanent address, permanent and temporary phone number and date of birth of the gun wrangler.

All gun wranglers must be in possession of and be able to produce a Firearms Acquisition Certificate on demand. They must be familiar with Canadian laws with respect to storage/transportation/regulation of permitted/restricted/prohibited firearms London Police Services. Firearms Unit must approve all restricted and/or prohibited weapons. London Police can be contacted at 519 661-5670.

**PYROTECHNIC EVENT APPROVAL**
Approvals will be facilitated by Special Events Manager or designate, City of London, 519 661-2500 x2379. Information is required for events at least ten (10) working days before the event by:
- London Fire Services, Chief Fire Prevention Officer
- London Police Services (attn: Explosives Disposal Unit)
- Provincial Occupational Health & Safety Organizations

They will need at least the following information:
- A complete Event Approval Application (or approved form)
- A Pyrotechnic Special Effects Certification Card (or facsimile)
- A written description of the event (Letter of Intent)

**OTHER SPECIAL EFFECTS**
A Letter of Intent is usually satisfactory for film/television productions and should include:
- Locations and dates for filming of effects
- General description of the scene
- Effects to be used and their fabrication
- Anticipated result
- Safety measures to be taken
- Method of determining safety distances

**Note:** A copy of the event approval and Letter of Intent must be kept available on set for review.

**DEMONSTRATIONS**
In some extreme cases, at the full discretion of Fire and/or Police may require a demonstration of any effect that is unknown to determine its explosives limit. It is understood that a demonstration may not always be feasible depending upon the nature of the production, however, Fire or Police may withhold approval of the permit if not satisfied that the effect can be safely carded out.

For information on the certification of pyrotechnics, pyrotechnical personnel and Ontario requirements please contact:

**Explosives Branch, Ontario Region - Natural Resources Canada**
580 Booth St., Ottawa, Ontario K1A 0E4

Attention: Mehrdad (Mike) Farbod, Inspector of Explosives, Ontario
(613) 943-0639, FAX: (613) 943-8305

**EMPLOYEE INJURIES AT THE WORKPLACE**
The Occupational Health and Safety Act also requires that a Ministry of Labour inspector or delegate be notified in the event of an injury at the workplace. If the workplace is also a City of London site, the City’s Health and Safety Division must be notified. Phone 519 661-5468 from **8:30 a.m. to 4:30 p.m. Monday** through Friday. After hours call City dispatch 519 661-4965.
FATAL OR CRITICAL INJURY
The employer must immediately notify, by phone, an inspector at the Ministry of Labour and London Police Service of a fatal or critical injury. The Act also requires that the accident scene must be secured until permission to alter the area is given by the inspector. A "critical injury" is one which:
- places life in jeopardy;
- produces unconsciousness;
- results in substantial loss of blood;
- involves fractures of the leg, arm, hand or foot, but not finger or toe;
- involves amputation of the leg, arm, hand or foot, but not finger or toe;
- consists of burns to a major portion of the body; or causes the loss of sight in an eye.

14.0 INTERESTING PLACES TO FILM IN LONDON
To obtain information on sites which may be available for filming, contact Special Events and Community Rentals, City of London, 519 661-4757, The OMDC website at www.omdc.on.ca or visit The London Film & Television Liaison website at www.londonfilm.ca

15.0 APPLICATION FORMS
To film in London, please complete the two mandatory forms and fax them to the Special Events and Community Services, City of London, 519 661-5793.

16.0 MANDATORY FORMS
- Film Production Information Sheet (See Page 86)
- Filming Permit Request (See Page 87)
- Insurance Requirements (See Page 15)
- Other Forms and Information and information are available on request through the following:
  Manager Special Events & Community Rentals
  Phone : 519 661-2500 x2379
  Fax: 519 661-5793
  e-mail: kkearns@london.ca

17.0 ATTACHED FORMS
- Letters of Notification Checklist
- Production Information Sheet
- Filming Permit Request
- SPFX Letter of Intent Form
- Certificate of Insurance Form
LETTERS OF NOTIFICATION CHECKLIST

Please use the following checklist to ensure that your letter includes all the relevant details:

☐ Letter is on Film Company letterhead.
☐ Film Company, title and type of production are identified.
☐ Name and telephone number of Production Manager and/or Location Manager is provided.
☐ Telephone number of the Special Events Manager, City of London 519 661-2500 x2379 is provided.
☐ The duration of filming to commence (ex. one day, two consecutive days or a recurring location for a number of days).
☐ Date(s) and time of day that production vehicles will arrive at the location, as well as wrap time and day has been included.
☐ Street dressing, gunfire or special effects have been detailed.
☐ Proposed parking locations of production unit, including street name, side of street and parameters are clearly stated.
☐ Specifics regarding proposed alternate parking arrangements for permit parking have been included. It is up to the Film Company to find alternative parking arrangements suitable to the residents.
PRODUCTION INFORMATION SHEET

Production Title: (working Title only)

☐ Feature  ☐ MOW  ☐ TV Series  ☐ Mini Series  ☐ Documentary  ☐ TV Special  ☐ Music Video

Production Company:

Address:

Producer(s):

Director:

Production Manager:

Location Manager:

Assistant Loc Manager:

Prod Office: Phone No. ( ) -

Start Date dd/mm/yy:

Pre-production: / /  Camera: / /  Wrap: / /

Union(s):

Budget Information (please indicate whether Canadian or US funds)

Total Budget: $ CDN/US

Please indicate Country of origin of your production:

Co-Production between Canada and

London playing as (specify City):

Principal Cast:
**City of London**  
**Recreation Services Division**  
**Filming Permit Request**  
Return to: Krista Kearns  
P.O. Box 5045, 151 Dundas St., London, Ontario N6A 4L6 (Phone 519 661-2500 ext. 2379  Fax 519 661-5793)

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<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Today's Date:</td>
<td></td>
</tr>
<tr>
<td>Production Title: (working title only)</td>
<td></td>
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<tr>
<td>Production Company:</td>
<td></td>
</tr>
<tr>
<td>Location Manager:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Contact Numbers:</td>
<td>Home: Business: Fax:</td>
</tr>
<tr>
<td>Production Type: (feature, series, etc.)</td>
<td>Episode Number if a TV Series: Number of Production Vehicles</td>
</tr>
<tr>
<td>Location Address or Street:</td>
<td>Exterior Interior</td>
</tr>
<tr>
<td>Street From:</td>
<td>Street To:</td>
</tr>
<tr>
<td>Date:</td>
<td>Time From: Time To:</td>
</tr>
<tr>
<td>Location of Production Vehicles:</td>
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<tr>
<td>Special Instructions: (Provide a brief description of scene. Attach sketches/script pages when necessary)</td>
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I hereby agree to abide by the terms and conditions provided in the Corporation of the City of London, Special Events Policies & Procedures Manual, and all applicable City of London By-Laws.

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<td>Signature</td>
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**Approved By**  
City Engineer (or designate)

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<th>Field</th>
<th>Details</th>
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<tr>
<td>Signature:</td>
<td>Issued by: Date:</td>
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<table>
<thead>
<tr>
<th>Options</th>
<th>Details</th>
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<tbody>
<tr>
<td>☐ SPFX gunfire (blanks/sqibs/)</td>
<td>☐ Camera in Car</td>
</tr>
<tr>
<td>☐ Residents/Businesses to be notified (please attach your letter of notification)</td>
<td>☐ Filming involves tow rig</td>
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<tr>
<td></td>
<td>☐ Street Closure Required</td>
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<td></td>
<td>☐ Intermittent traffic stoppages required</td>
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**City of London**  
Recreation Services Division  

**SPFX/PYROTECHNICS/GUNFIRE/LETTER OF INTENT FORM**

<table>
<thead>
<tr>
<th>Section A Production Information</th>
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<tbody>
<tr>
<td><strong>Project Title:</strong></td>
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<tr>
<td><strong>Production Company:</strong></td>
</tr>
<tr>
<td><strong>Production office phone:</strong> ( )</td>
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<tr>
<td><strong>On-site contact phone:</strong> ( )</td>
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<tr>
<td><strong>FX Supervisor:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> ( )</td>
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<tr>
<td><strong>Pyro-technician certificate number:</strong></td>
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<thead>
<tr>
<th>Section B Pyrotechnics</th>
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</thead>
<tbody>
<tr>
<td><strong>Filming Location:</strong></td>
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<tr>
<td><strong>Dates of Filming:</strong></td>
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<tr>
<td><strong>Pyro Set-up Date:</strong></td>
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<tr>
<td><strong>Pyro Initiation Date:</strong></td>
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<tr>
<td><strong>Pyro Initiation Times:</strong></td>
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<tr>
<td><strong>Number of Resets:</strong></td>
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<tr>
<td><strong>Materials used, including quantities:</strong></td>
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<thead>
<tr>
<th>Section C Gunfire and Firearm Pyrotechnics</th>
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<tbody>
<tr>
<td><strong>Will SPFX Gunfire be used:</strong> ☐ Yes ☐ No</td>
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<tr>
<td><strong>Type:</strong></td>
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<tr>
<td><strong>Approx. Times</strong></td>
</tr>
<tr>
<td><strong>Filming Location:</strong></td>
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<tr>
<td><strong>Date of Filming:</strong></td>
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<tr>
<td>☐ Interior ☐ Exterior</td>
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<tr>
<td><strong>What is being fire at:</strong></td>
</tr>
<tr>
<td><strong>Number of Rounds:</strong></td>
</tr>
<tr>
<td><strong>Form completed by:</strong> ______________________ Phone: ( )</td>
</tr>
<tr>
<td><strong>On behalf of (Name of Production Company):</strong></td>
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A blank copy of the certificate can be obtained at the City of London website http://www.london.ca/Tenders_and_RFPs/PDFs/CertificateStandard_0788.pdf

**Standard Certificate of Insurance**

*This is to certify that the Insured, named below is insured as described below.*

***** This form must be completed and signed by your insurer or insurance broker.*****

**Note:**
1. Proof of liability insurance will be accepted on this form only (with no amendments).
2. Insurance company must be licensed to operate in Canada.

**Name Insured**

**Telephone no. (Including area code)**

**Fax no.**

**Insured's address (include name, city, province and postal codes)**

<table>
<thead>
<tr>
<th>Type of insurance</th>
<th>Insurance company (full legal name)</th>
<th>Policy number</th>
<th>Effective date</th>
<th>Expiry date</th>
<th>Limits of liability (only include property damage - inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
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<tr>
<td>Umbrella</td>
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<tr>
<td>Excess</td>
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</tbody>
</table>


Tenant's Legal Liability: [ ] NO or [ ] YES. (Limit) $ __________________

Liquor Liability: [ ] NO or [ ] YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London or London Regional Art & Historical Museums, London Public Library Board, Middlesex-London Health Unit, London Police Service and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of London
Attention: Risk Management Division
Office location: 520 Wellington Street, Unit 1
Mailing address: P.O. Box 9035
London, ON N6A 4L9
Fax: 519-661-4631
eMail: boomle@london.ca

<table>
<thead>
<tr>
<th>Motor vehicle liability</th>
<th>Insurance Company</th>
<th>Policy Number</th>
<th>Effective Date (YYYYMMDD)</th>
<th>Expiry Date (YYYYMMDD)</th>
<th>Limits of Liability</th>
</tr>
</thead>
</table>

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the Insured.

This is to certify that the Policies of insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date hereinafter written below.

**Name of insurance company or broker (completing form)**

**Telephone number with area code**

**Fax number with area code**

**Name of authorized representative or official (Please print.)**

**Signature of authorized representative or official**

**Date (year, month, day)**

Form no. 0788 (rev. 2008.19) www.london.ca
# 31.0 City of London, Special Event Complaint Form

<table>
<thead>
<tr>
<th>Date of Complaint:</th>
<th>Time of Complaint:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Event:</td>
<td></td>
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<tr>
<td>Complaint Details:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Complainant's Name:</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
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<tr>
<td>How was the complaint received?</td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>If by phone, will the complaint be followed up in writing?</td>
<td>Yes</td>
</tr>
<tr>
<td>If No, explain</td>
<td>________________________________________________________________</td>
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<td>________________________________________________________________</td>
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</tbody>
</table>

How did Community Services Department, Parks and Recreation, follow up? 

________________________________________________________________________________________

________________________________________________________________________________________
# SPECIAL EVENT PLANNING FORM

**Date of Meeting** _________________________  **Time:** ___________________

**Event:** _______________________________________  **Address:** _________________________________

**Contact:** _____________________________________  **Fax:**  _______________________________ __

**Home:**  _________________________________  **Business:**  _________________________________

**Dates:** _______________________________________  **Set-up:**  _________________________________

**Function:**  _________________________________  **Clean-up:**  _________________________________

<table>
<thead>
<tr>
<th>A/ Event Management to Supply</th>
<th>Needed</th>
<th>Date Forwarded</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Official letter of request</td>
<td></td>
<td></td>
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<tr>
<td>2. Set-up Schedule</td>
<td></td>
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<tr>
<td>3. Minimum insurance $5,000,000</td>
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<tr>
<td>4. Security Plans – fire, police, overnight security</td>
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<tr>
<td>5. First-Aid on site (St. John’s Ambulance) or Similar</td>
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<td>6. Neighbourhood Notice</td>
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<tr>
<td>7. Tent Permits</td>
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<tr>
<td>8. Street Closures</td>
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<tr>
<td>9. Copy of Liquor Licence</td>
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<td></td>
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<tr>
<td>10. SMART Training</td>
<td></td>
<td></td>
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<tr>
<td>11. Amplification Level Adherence (90 db at the mixing board)</td>
<td></td>
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<tr>
<td>12. Noise curfew adherence 11 p.m.</td>
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<tr>
<td>13. Burning Permits (Fire Prevention)</td>
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<tr>
<td>14. D.O.T. Clearance</td>
<td></td>
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<tr>
<td>15. Electrical Requirements</td>
<td></td>
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<tr>
<td>16. Vendor List &amp; Licence</td>
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<tr>
<td>17. B.U.D. System</td>
<td></td>
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<tr>
<td>18. Health (Cards/Certificates) Dept. Notification (Health Unit)</td>
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<tr>
<td>19. Washrooms – Anticipated Attendance</td>
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</tbody>
</table>

Approved by:  

**Signature:**

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**Date Forwarded:**  

<table>
<thead>
<tr>
<th>Fire</th>
<th>Police</th>
<th>Envir. Serv.</th>
<th>Tourism Ldn.</th>
<th>Recreation</th>
<th>Clerk’s</th>
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<tr>
<th>Planning</th>
<th>Health</th>
<th>Risk Management</th>
<th>Hort. Serv.</th>
<th>On. Hydro</th>
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</table>
B/ Community Services Department, Parks and Recreation, to Supply

<table>
<thead>
<tr>
<th>Date</th>
<th>What</th>
<th>Billing</th>
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**Total Estimated Bill**

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<th>G.S.T.</th>
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**Total**
3RD REPORT OF THE  
TREES AND FORESTS ADVISORY COMMITTEE

Meeting held on March 23, 2011, commencing at 12:20 p.m.

PRESENT: B. Gilmore (Chair), C. Benson, G. Fournie, J. Ryan, D. Sheppard, B. Shiell and G. Sinclair and B. Mercier (Secretary).


REGRETS: Councillor J. L. Baechler, J. Galbraith and J. Kennedy.

I YOUR COMMITTEE REPORTS:

1. (3) That the Trees and Forests Advisory Committee (TFAC) heard a verbal delegation and received the attached draft Terms of Reference for the Urban Forest Strategy Request for Proposal (RFP). The TFAC appointed D. Sheppard, and B. Gilmore as an alternate, to review the draft RFP with the Manager of Urban Forestry, and asked that the matter of choosing a TFAC Member to participate on the Project’s Steering Committee be placed on the next TFAC agenda.

2. (4) That the Trees and Forests Advisory Committee (TFAC) heard a verbal presentation from I. Listar, Manager, Urban Forestry and A. Beaton, Supervisor of Operations, Forestry, outlining the high priority ash tree areas and the present statistics of ash trees, by City wards.

3. That the Trees and Forests Advisory Committee (TFAC) postponed discussion of the following matters to its next agenda:
   
   (a) (5) R. Postma, Forestry Technologist and H. Popham, Community Projects Coordinator – Tree Planting and Removals Summary;

   (b) (6) J. Kennedy and B. Shiell – Glossary of Definitions for the incoming TFAC Membership, and the TFAC Terms of Reference; and,

   (c) (7) G. Fournie – Discussion – TFAC Summary of Achievements.

4. That the Trees and Forests Advisory Committee (TFAC) noted and filed the following:

   (a) (1) the 2nd Report of the Trees and Forests Advisory Committee from its meeting held on February 23, 2011; and,

   (b) (2) a Municipal Council resolution adopted at its meeting held on February 28, 2011 with respect to the Urban Forest Strategy.

5. That the Trees and Forests Advisory Committee (TFAC) will hold its next meeting on April 27, 2011.

   The meeting adjourned at 2:04 p.m.


1. That the Child Care Advisory Committee heard a verbal presentation from B. Henry, Manager of Site Plan Approvals, with respect to the feasibility of inclusion of child care facilities in new subdivision plans.

2. That the Child Care Advisory Committee was advised of the Community Services Departmental Flow Chart and reviewed and received a communication, dated March 7, 2011, from I. Gibb, Manager, Children’s Services, with respect to funding provided for the Ontario Works Informal Child Care.

3. That the Child Care Advisory Committee received the attached Child Care Subsidy Statistics for the months of January and February, 2011, from I. Gibb, Manager, Children’s Services.

4. That the Child Care Advisory Committee (CCAC) appointed N. Cole as the Chair of the Occupancy Report Sub-Committee and postponed consideration of the 2010 4th Quarter statistics to the next meeting, when W. Richardson is able to attend.

5. That the Child Care Advisory Committee received a verbal report from N. Cole, ChildReach, concerning statistics as of March 23, 2011, as follows:

<table>
<thead>
<tr>
<th>Wee Watch:</th>
<th>Infants 0 – 18 months</th>
<th>Toddlers 18-30 months</th>
<th>Preschoolers JK/SK &amp; 5 – 12 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served</td>
<td>Spaces Available</td>
<td>Served</td>
<td>Spaces Available</td>
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<tr>
<td>20</td>
<td>18</td>
<td>19</td>
<td>11</td>
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<td>11</td>
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<td>23</td>
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<td>34</td>
<td>11</td>
<td>42</td>
<td>45</td>
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</tbody>
</table>

6. That the Child Care Advisory Committee (CCAC) expressed its appreciation to its Chair, Carol Wagg, for presenting child care information at the March 8, 2011 meeting of the Community and Neighbourhoods Committee (CNC). The CCAC also discussed presenting the Occupancy Report at a future meeting of the CNC.

7. That the Child Care Advisory Committee heard a verbal presentation from J. Falconer, London Bridge Child Care Center, with respect to the Partners Marketing Initiative.
8. (11) That the Child Care Advisory Committee was asked by its Committee Secretary of the possibility of moving the meeting from the fourth Thursday of January, March, May, September and November to the third Thursday; it being noted that a majority of the CCAC members are able to attend a meeting on the third Thursday.

9. That the Child Care Advisory Committee received and noted the following:

(a) (1) the 1st Report of the Child Care Advisory Committee from its meeting held on January 26, 2011; and,

(b) (2) a Municipal Council resolution adopted at its meeting held on February 28, 2011 with respect to the proposed revised Terms of Reference of the Child Care Advisory Committee.

10. That the Child Care Advisory Committee will hold its next meeting on May 18, 2011.

The meeting adjourned at 4:00 p.m.
3RD REPORT OF THE
ACCESSIBILITY ADVISORY COMMITTEE

Meeting held on March 24, 2011, commencing at 3:02 p.m.

PRESENT: B. Quesnel (Acting Chair), M. Anderson, J. Andrucho, C. Bailey, K. Bogema, M. Dawthorne, R. MacLachlan and A. Rinn and B. Mercier (Secretary).


REGRETS: R. Buttigieg, B. Ryan and A. Tankus.

I YOUR COMMITTEE REPORTS:

Policy Development Sub-committee
1. (A) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from A. Rinn, on behalf of the Policy Development Sub-committee, advising that the Sub-committee has set the first Tuesday of every month as its regular meeting date.

Education and Awareness Subcommittee
2. (B) That the Accessibility Advisory Committee (ACCAC) reviewed and received reports from the February 23 and March 9, 2011 meetings of the Education and Awareness Sub-committee, both relating to the 2011 Empowerment and Action Day Conference to be held on October 19, 2011. The ACCAC was advised by its Committee Secretary that the City will provide similar support with respect to finance and registration as it did for the ACCAC’s 2010 conference. M. Dawthorne volunteered to be the interim point person to liaison with City Staff regarding all matters pertaining to the 2011 Conference. The ACCAC approved the expenditure for the printing of an additional 500 ACCAC brochures, to its previously approved 500, noting that it will be more cost effective replenishing its brochure inventory to 1,000.

Transportation Sub-committee
3. (C) That the Accessibility Advisory Committee (ACCAC) reviewed and received a report from the March 10, 2011 meeting of the Transportation Sub-committee.

Facilities Sub-committee
4. (D) That the Accessibility Advisory Committee (ACCAC) reviewed and received a report from the March 10, 2011 meeting of the Facilities Sub-committee.

Non-visible Disabilities Sub-committee
5. (E) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from M. Dawthorne, on behalf of the Non-visible Disabilities Sub-committee, with respect to the Access 2 Cards. The ACCAC also heard from T. Kyle, Manager, Area Recreation Services, with respect to this matter, advising the ACCAC that the City’s Recreation Services will be training its staff on the implementation of the
Access 2 Card at all the City recreation service areas this summer.

6. (2) That the Accessibility Advisory Committee (ACCAC) reviewed and received the following communications, and received a verbal presentation from A. Macpherson, Manager, Parks Planning and Design, and B. Bergsma, Ecologist Planner, with respect to accessible trails in Environmentally Significant Areas:

(a) a memorandum, dated March 9, 2011, from B. Bergsma, Ecologist Planner, with respect to the provision of accessible trails in Environmentally Significant Areas, including a report, dated December 13, 2010, from the General Manager, Planning and Development, with respect to trails and Environmentally Significant Areas; and,

(b) a Municipal Council resolution adopted at its meeting held on December 20, 2010 with respect to trails in Environmentally Significant Areas; it being noted that the ACCAC referred this matter to its Facilities Sub-committee, to draft recommendations and/or comments to be presented at a future meeting of the ACCAC.

7. (3) That the Accessibility Advisory Committee (ACCAC) reviewed and received a communication and heard a verbal presentation from B. Henry, Manager, Site Plan Approvals, with respect to the draft proposed amendments to Schedule 1 of the Site Plan Control Area By-law relating to drive-through facilities and their accessibility; it being noted that Mr. Henry will advise the ACCAC of any significant changes made to the proposed by-law amendments, following consideration by the Built and Natural Environment Committee.

8. (4) That the Accessibility Advisory Committee (ACCAC) received a communication, dated March 8, 2011, from R. Armistead, Manager, Culture and Municipal Policy, with respect to K. Husain being selected as the recipient for the June Callwood Volunteerism Award; it being noted that Mr. Husain will travel to the Ontario Legislature on April 15, 2011 to accept the Award.

9. (6) That the Accessibility Advisory Committee (ACCAC) heard a verbal delegation from M. Anderson, with respect to his concerns with the snow removal on City sidewalks; it being noted that the ACCAC asked that this matter be directed to the Transportation Sub-committee for discussion during the next snow removal season.
10. That the Accessibility Advisory Committee (ACCAC) heard a verbal presentation and received the attached communication, dated February 2011, entitled “Clearing the Path Out of Poverty” from G. Zonruiter, Community Planning and Research Associate, with respect to poverty issues of children and youth. The ACCAC was advised that Ms. Zonruiter will forward the web links related to the Social Assistance Review Commission and the Ending Poverty website, for the ACCAC’s information.

11. That the Accessibility Advisory Committee (ACCAC) was advised of community event announcements from its Members, and received the attached notice from J. Knight, with respect to “Creating Healthy Places, the link between the places we live and our health”, to be held on April 21, 2011 at the Best Western Lamplighter Inn.

12. That the Accessibility Advisory Committee (ACCAC) received and noted the following:

(a) (1) the 2nd Report of the Accessibility Advisory Committee from its meeting held on February 24, 2011; subject to an amendment to Clause 1, by adding at the end the following words “it being noted that the ACCAC heard a verbal report from its Non-visible Disabilities Sub-committee, with respect to this matter”; and,

(b) (5) a communication, dated February 22, 2011, from R. Khouri, with respect to his resignation from the Accessibility Advisory Committee.

13. That the next regular meeting of the Accessibility Advisory Committee will be held on Thursday, April 28, 2011 at 3:00 p.m.

The meeting adjourned at 5:00 p.m.
# 3RD REPORT OF THE

**ANIMAL WELFARE ADVISORY COMMITTEE**

Meeting held on March 22, 2011, commencing at 4:13 p.m.

**PRESENT:**  E. Gerrow (Chair), M. Blosh, D. Harris, S. C. Rans, B. Sayler, V. Van Linden, M. Shepherd, B. Warder and M. Warder and B. Mercier (Committee Secretary).

**ALSO PRESENT:**  R. Oke.

**REGrets:**  D. Clarke, D. A. Fortney, L. Jackson, W. L. MacKay and A. Papmehl.

## I YOUR COMMITTEE REPORTS:

<table>
<thead>
<tr>
<th>Dog Parks Sub-committee</th>
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<tbody>
<tr>
<td>1. (A) That the Animal Welfare Advisory Committee (AWAC) heard a verbal update from B. Sayler on behalf of the Dog Parks Sub-committee, advising that all three City Dog Parks will be participating in a clean-up day to be held on April 17, 2011.</td>
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<thead>
<tr>
<th>Deer Sub-committee</th>
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<tr>
<td>2. (D) That the Animal Welfare Advisory Committee (AWAC) was provided with the City of London’s Draft Sifton Bog White-tailed Deer Management Study and the City-wide White-tailed Deer Management Strategy from B. Bergsma, Ecologist Planner, (and is available for viewing in the City Clerk’s Office). The AWAC referred the Draft Study and Strategy to its Deer Sub-committee for review and comment; it being noted that the AWAC asked that all comments regarding this matter be forwarded to M. Blosh for compilation by its Deer Sub-committee, with a report back at the next meeting of the AWAC.</td>
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<thead>
<tr>
<th>2nd Report of the AWAC</th>
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<tr>
<td>3. (1) That the Animal Welfare Advisory Committee (AWAC) noted and filed the 2nd Report of the AWAC from its meeting held on February 22, 2011.</td>
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<table>
<thead>
<tr>
<th>Animal Services Review</th>
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<tbody>
<tr>
<td>4. (2) That the Animal Welfare Advisory Committee (AWAC) reviewed and received communications, dated March 2011 and March 7, 2011, from E. Gerrow, with respect to a general outline and summary for the AWAC’s animal services review discussion, and V. Van Linden, with respect to animal service review recommendations, respectively. The AWAC asked that this matter be placed on its next agenda for further discussion.</td>
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<thead>
<tr>
<th>Request to Ban Circuses in Ontario</th>
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<tbody>
<tr>
<td>5. (3) That the Animal Welfare Advisory Committee (AWAC) reviewed and received a communication, dated February 23, 2011, from C. Fillmore, 38 Lisa Court, with respect to a request to ban circuses in Ontario, from having wild and domestic animals in their acts and performances.</td>
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<tr>
<th>Next Meeting</th>
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<tbody>
<tr>
<td>6. That the Animal Welfare Advisory Committee (AWAC) will hold its next meeting on April 26, 2011.</td>
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The meeting adjourned at 6:53 p.m.
I YOUR COMMITTEE RECOMMENDS:

1. (11) That the Civic Administration BE REQUESTED to provide the Community Safety & Crime Prevention Advisory Committee (CSCP) with the following information:

   a. the rationale and supporting evidence related to the safety of utilizing rear lanes, in both existing and new developments; and,

   b. an explanation related to the lack of community safety information, with respect to the Downtown Master Plan.

II YOUR COMMITTEE REPORTS:

3. (4) That the Community Safety & Crime Prevention Advisory Committee (CSCP) received a Municipal Council resolution adopted at its meeting held on December 20, 2011 with respect to the ongoing concerns of the West Talbot Landowners. The CSCP asked its Committee Secretary to invite the landowners to attend a future meeting of the CSCP to advise the CSCP of the residents' safety concerns.

4. (5) That the Community Safety & Crime Prevention Advisory Committee (CSCP) received Municipal Council resolutions adopted at its meetings held on November 1 and 16, 2010, respectively, with respect to people riding bicycles on the sidewalk and bicycle safety. The CSCP asked the Civic Administration to work with the London Strengthening Neighbourhoods Committee related to the establishment of a bicycle safety education/enforcement campaign.

5. (6,14) That the Community Safety & Crime Prevention Advisory Committee received a Municipal Council resolution adopted at its meeting held on November 16, 2010 with respect to parking, crosswalks and speed limits in school areas. The CSCP was advised by G. Fowler, Active & Safe Routes to School Committee (ASRTSC), that the ASRTSC is currently undertaking pilot projects in two areas of the City, with respect to this matter.

6. (8) That the Community Safety & Crime Prevention Advisory Committee received the Fire Services Statistics for the month of January, 2011 and the attached statistics from the month of February, 2011, from J. Wever, London Fire Department; it being noted that J. Wever was asked to provide a presentation on plug-in carbon monoxide and smoke detectors and hard-wired detectors, at a future meeting of the CSCP.

7. (9) That the Community Safety & Crime Prevention Advisory Committee received the attached collision statistics from Greg Fowler, Active & Safe Routes to School, with respect to collision statistics for the months of October to December, 2010.
8. (10) That the Community Safety & Crime Prevention Advisory Committee received a communication from Joyce Castanza, Middlesex-London Health Unit, with respect to the Entering the Next Decade: Creating Healthy Places Workshop.

9. (12) That the Community Safety & Crime Prevention Advisory Committee was advised by J. Wever, London Fire Department, that the Ontario Early Years Centres and Middlesex County are implementing the Buckle-Up Baby Program; it being noted that the London Fire Department and the London Police Service are no longer implementing this program.

10. (13) That the Community Safety & Crime Prevention Advisory Committee (CSCP) asked its Committee Secretary to request the Civic Administration to provide an update with respect to policies related to the lighting of pathways at a future meeting of the CSCP.

11. That the Community Safety & Crime Prevention Advisory Committee received and noted the following:

8th & 1st Reports of the CSCP
(a) (1) the 8th and the 1st Reports of the Community Safety & Crime Prevention Advisory Committee from its meetings held on November 25, 2010 and February 24, 2010 respectively;

Appointment of Terry Roberts
(b) (2) a Municipal Council Resolution adopted at its meeting held on January 24, 2011 with respect to the appointment of Terry Roberts;

Appointment of Megan Georgieff
(c) (3) a Municipal Council Resolution from its meeting held on December 7, 2010 with respect to the appointment of Megan Georgieff;

Update on Police Activities
(d) (7) the Police Statistics for the month of January, 2011, from R. Black, London Police Services;

Thank You - M. Rooke
(e) (16) an expression of appreciation dated February 1, 2011 from M. Rooke, recipient of the Mayor’s New Year’s Honour List in the Safety and Crime Prevention Category; and,

Thank You - London Fire Department
(f) (17) an expression of appreciation dated January 13, 2011 from J. Wever, Public Fire & Life Safety Educator, London Fire Department, with respect to an expression of appreciation for the support received for the YMCA Children’s Safety Village.

Next Meeting
12. That the Community Safety & Crime Prevention Advisory Committee will hold its next meeting on April 28, 2011.

The meeting adjourned at 2:38 p.m.
Youth Opportunities Unlimited: Cornerstone Update
Community and Neighbourhoods Committee
April 12, 2011

Brian Hughes, President, Board of Directors
Steve Cordes, Executive Director
Agenda

Cornerstone Review

Current Status

Plans for Future
Cornerstone Project Review

- Building purchased in Dec 2007
- 28 apartment units
- Vacant main floor commercial
- Community input sessions
- Development team assembled
- Structural issues investigated and resolved
- Funding applications developed
Current Status

- Residential vacant since Nov 1 due to construction
- Alternative Education Centre operating in main floor
- Construction to be complete by Sept/11
- Construction highlights:
  - 2 additional units
  - Main floor fully occupied
  - Fully accessible building
  - Historical restorations within interior and exterior
  - Environmental sustainability features
Plans for the Future

- 29 residential units; with 6 fully accessible
- Café operating as a social enterprise
- 2 alternative education programs
- Youth training and support programs
- Language training
- Community meeting space
- Green roof
City of London Investments

- $1.6 million through affordable housing
- $200,000 capital grant
- $250,000 building reserve fund
Returns on Investment

- $3 million in additional construction
- New priority use in downtown
- Affordable housing for 30 youth each year
- Building restoration anchoring a gateway to the downtown
- New private sector investments from Sifton Foundation, Home Depot, Andersen Foundation, several private foundations
- New education and training programs through YOU, TVDSB, Fanshawe College