



# Application for Declaration of Municipal Significant Event

This form is used to request that the Municipality of Meaford designate your event as a **Municipally Significant Event**, which may be required by the Alcohol and Gaming Commission of Ontario (AGCO) when applying for a **Special Occasion Permit (SOP)** to sell and serve alcohol.

Completing this application helps the Municipality determine whether your event meets the criteria for designation. **Approval does not authorize the sale or service of alcohol**, only the AGCO can issue a Special Occasion Permit.

As per the policy, Applicants must submit their request for designation as a municipally significant event on the prescribed application form no less than 30 days before requiring a response from the Clerk, or their written designate for events expecting fewer than 5,000 people, or 60 days for events expecting more than 5,000.

## Applicant/organization Information

Applicant/organization name:

Primary contact person:

Contact Email:

Contact phone number:

Mailing address:

## Organization Information

Objectives/mandate of the organization:

*(Provide a brief description of the organization's purpose and activities.)*

*Note: Charitable organizations, non-profit associations and organizations for the advancement of charitable, educational, religious or community objects do not need this designation for and SOP.*

## Event Details

Event name:

Event location (full address):

Event date(s):

Start time(s):

Finish time(s):

Estimated number of attendees:

Is the event open to and advertised to the public?

Yes

No

## Event Description

Description of the event:

Explanation of how the event benefits the community:



# Application for Declaration of Municipal Significant Event

Do you plan to promote the area regionally, provincially, nationally or international (if yes, please explain):

Yes                  No

If yes, provide details of how, when, and where the event will be advertised to the public:

## Event Map (outline below or attach)

Provide a detailed and clearly labeled map showing:

- **Total event area**
- **Location of alcohol-licensed area(s)** for sale and service
- **All event entry and exit points**
- **All entry and exit points for the licensed area**
- **Fire access routes**
- **Washroom locations** (*required if not held at a municipal facility*)

## Insurance

### Indemnification Provision:

The Vendor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the **Municipality of Meaford**, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidents **the Municipality of Meaford**, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons,

# Application for Declaration of Municipal Significant Event

including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Vendor, its agents, employees and sub-contractors on behalf of the **Municipality of Meaford**, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Vendor, its agents, employees or sub-contractors.

## **Insurance Provisions:**

It is the responsibility of the Vendor and/or their Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of this Project, Work or Supply. The Vendor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the **Municipality of Meaford**:

- a.) **General Liability Insurance:** The Vendor shall maintain liability insurance acceptable to the **the Municipality of Meaford** throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$5,000,000 per occurrence. Such insurance shall name the Municipality of Meaford, and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.
- b.) **Owned and Non-Owned Automobile Liability Insurance:** The Vendor shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of this project to a limit of \$2,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one year after the date of substantial performance of work.
- c.) **Provisions:** All Insurers must be licensed in Ontario. The Vendor shall forward Certificates of Insurance evidencing this insurance 30 days prior to the commencement of and thereafter on or prior to the expiry of the insurance coverage to the **Municipality of Meaford**. The Certificates shall state that coverage will not be cancelled, terminated, amended or otherwise changed or modified except after thirty (30) days [fifteen (15) days if cancellation is due to non payment of premium] prior written notice by certified mail to the Municipality of Meaford.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention (SIR) under these policies of insurance shall be the sole responsibility of the Vendor and that this coverage shall preclude subrogation claims against the **Municipality of Meaford** and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the **Municipality of Meaford** and any other person insured under the policy shall be considered excess of the Vendor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Vendor's obligation to fully indemnify the **Municipality of Meaford** under this Agreement. Any failure to comply with any provision of the insurance policy by the Vendor shall not affect coverage provided to the **Municipality of Meaford**.

## c.) **Third Party Claims Process:**



# Application for Declaration of Municipal Significant Event

The **Municipality of Meaford**'s claims process for Third Party claims is to refer the claimant directly to the Vendor and to leave the resolution of the claim with the Vendor. This applies regardless of whether or not it is an insured loss.

As the **Municipality of Meaford** has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Vendor, either directly by a third party or through the **the Municipality of Meaford** shall be promptly investigated by the Vendor (its insurer or adjuster). The Vendor shall make contact with the third party claimant upon receipt of notice of a claim. The Vendor shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing (preferably by a qualified third party adjusting firm), with a copy to the **the Municipality of Meaford**, of the status of their claim upon completion of this investigation. Such investigation shall be done in a professional manor and reasonable time frame consistent with Insurance Institute of Canada practices. Upon resolution of the claim, the Vendor shall issue a letter to the claimant, with a copy to the **the Municipality of Meaford**, which will include the reasons for their position. Should this position not resolve the claim and be accepted by the third party claimant, the Vendor shall immediately report the claim to its Insurer. If the Vendor fails to follow this procedure, the **Municipality of Meaford** may report such claims to the Vendor's insurer.

Nothing herein shall limit the right of the **Municipality of Meaford** to investigate and resolve any such claims notwithstanding the response of the Vendor and/or its Insurer and to seek indemnification from the Vendor or to exercise any other rights under this agreement.

The Applicant agrees to all the insurance responsibilities and requirements.

**Date**

**Signature**

## Applicant Declaration

The applicant agrees to:

1. Obtain a minimum of FIVE MILLION (\$5,000,000) DOLLARS liability insurance, naming the Municipality of Meaford as an additional insured, at least 10 business days prior to the event and must provide a certificate of insurance to the clerk. The permit holder shall be required to indemnify and save the Municipality of Meaford harmless from all claims arising from the permit or event.
2. Serve the public interest by upholding the by-laws and policies of the Municipality of Meaford, and any other applicable legislation.
3. Conduct the event in a manner that is safe, legal, and compliant with all applicable legislation, municipal by-laws, and regulatory requirements, including but not limited to the AGCO permit/licensing requirements, Noise By-law, Municipal Alcohol Policy, Fire and Building Codes, and the Liquor Licence and Control Act, 2019.
4. Provide any additional details as may be requested by the circulated stakeholders of the Municipality.

By signing, you agree that you have read and agree with the conditions of the Municipality of Meaford including the Municipally Significant Event Policy.

**Date**

**Signature**



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## Submitting Your Application & Paying the Fee

Application fee paid (\$100.00):                      Yes                      No

Submit your completed application via email to [clerk@meaford.ca](mailto:clerk@meaford.ca) or drop off at the Municipal Office.

### Payment Options:

In person at Municipal Office

By mail (cheques only)

The Municipal Office is located at 21 Trowbridge Street West, Meaford. Applications will not be processed until payment is received. **Incomplete applications will be returned for completion.**

## Privacy Statement

Personal information on this form is collected under the authority of the Municipal Act, 2001, as amended. This information is collected and maintained for the purpose of determining if an event is a municipally significant event and to provide a letter to the AGCO. Questions about this collection should be directed to the Clerk at 519-538-1060 or [clerk@meaford.ca](mailto:clerk@meaford.ca).