



The Corporation of the Town of Pelham

4482

By-law No. 37-2024

Being a By-law to authorize the execution of Public Event Agreements with three (3) licensed establishments in the Town of Pelham and to repeal By-law 35-2023.

WHEREAS the Corporation of the Town of Pelham is the holder of a special occasion permit issued by the Alcohol and Gaming Commission of Ontario for a public event known as Pelham Summerfest, which has been designated by Council as an event of municipal significance;

AND WHEREAS the *Liquor Licence and Control Act, 2019*, S.O. 2019, c. 15 ("the Act") and its regulations permit the holder of a special occasion permit to enter into an agreement with an establishment licensed under the Act to jointly participate in an outdoor public event of municipal significance;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into public event agreements with three (3) licensed establishments for this purpose;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. That the Corporation of the Town of Pelham is authorized to enter into public event agreements with three (3) establishments licensed under the Act, namely Kame & Kettle Beer Works, Fontheil Butcher & Banker and Gelato Village.
2. That the public event agreements appended hereto as Appendix "A" are approved.
3. That the Mayor and Town Clerk are authorized and directed to execute the public event agreements appended hereto as Appendix "A".
4. That By-law 35-2023 be and is hereby repealed.
5. That the Town Clerk is authorized to affect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, semantical, or descriptive nature of any kind to this By-law or to Appendix "A" as are determined to be necessary.

Read, enacted, signed and sealed this 29th day of May, 2024.

Marvin Junkin, Mayor

William Tigert, Town Clerk

THIS AGREEMENT made this _____ day of _____, 2024 ("the Agreement")

BETWEEN:

GELATO INNOVATION INC. o/a GELATO VILLAGE
("the Licensee")

– and –

THE CORPORATION OF THE TOWN OF PELHAM
("the Town")

PUBLIC EVENT AGREEMENT

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

AND WHEREAS the Event will take place from Thursday, July 18, 2024, to Sunday, July 21, 2024;

AND WHEREAS the Event will include an outdoor street festival that will take place on Friday July 19, 2024 from 4:00 p.m. to 11:00 p.m. and on Saturday, July 20, 2024 from 10:00 a.m. to 11:59 p.m., during which times Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance ("the Street Festival");

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

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

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

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

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

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

4. During the Street Festival, patrons may carry a single serving of liquor throughout the Street Festival Licensed Area. Patrons may also carry a single serving from the interior licensed premises of the Licensee to the Street Festival Licensed Area or from the Street Festival Licensed Area to the interior licensed premises of the Licensee.
5. Patrons may not carry a serving of liquor into any business, establishment or premises not listed in Schedule "A" to this Agreement. The Town will post this information throughout the Street Festival Licensed Area and both the Town and the Licensee will monitor compliance.
6. The Town will hire sixteen (16) licensed security personnel to monitor the Street Festival Licensed Area on Friday, July 19, 2024 from 4:00 p.m. to 11:59 p.m., Saturday, July 20, 2024 from 10:00 a.m. to 11:59 p.m. and Sunday, July 21, 2024 from 12:00 a.m. to 1:00 a.m.
7. The Street Festival Licensed Area will have five (5) access points, all of which will be staffed by security personnel. Security personnel will conduct bag checks to ensure that patrons do not bring illegal or prohibited items into the Street Festival Licensed Area and will deny entry to patrons showing signs of intoxication.
8. Security personnel will be stationed throughout the Street Festival Licensed Area and will conduct crowd monitoring, including but not limited to identifying and removing patrons showing signs of intoxication, ensuring that alcohol is not provided or passed to any person who appears to be under the age of 19 or who is not wearing a wristband issued by the Town under section 11 of this Agreement, and ensuring that patrons do not exit the Street Festival Licensed Area, other than to the interior licensed premises of the Licensee, with a serving of alcohol.
9. The Licensee will ensure that all entrances and exits to its establishment located at 1417 Pelham Street, including those that do not provide access to the Street Festival Licensed Area, are monitored at all times during the Street Festival to ensure that patrons comply with all applicable AGCO requirements.
10. The Licensee will limit the capacity of its temporary outdoor patio to available seating only and will monitor it accordingly. The Licensee will further ensure that its temporary outdoor patio meets or exceeds all outdoor patio criteria for the Event and will operate its patio in a manner consistent with the family-oriented atmosphere of the Event.
11. The Town will supply wristbands to patrons in the Street Festival Licensed Area who are 19 years of age or older.
12. The Licensee will ensure that any patron accessing the Street Festival Licensed Area from its interior licensed premises with a serving of liquor is wearing a wristband.
13. Notwithstanding any other provision of this agreement, the presence of a wristband does not replace or remove the legal obligation of the Licensee, the Town and all persons serving alcohol on behalf of the Licensee or the Town to verify the age and identity of patrons as required by law.
14. All persons serving alcohol on behalf of the Licensee and the Town will be Smart Serve Certified and as such will verify the age and identity of patrons purchasing alcohol, monitor patrons to ensure that alcohol is not passed to persons under 19 years of age, and refuse service to patrons showing signs of intoxication.
15. No glass beverage containers are permitted in the Street Festival Licensed Area. During the Street Festival, all alcohol served by or on behalf of the Licensee or the Town will be served in cans or plastic beverage containers.
16. The Town and the Licensee will each charge a minimum price of \$9.00 per serving of beer (473 ml), cider (473 ml) or wine (6 oz).
17. The Licensee will obtain and maintain at all times during the Event one or more policies of commercial general liability insurance, including an alcohol endorsement or coverage, with limits of not less than two million (\$2,000,000) per occurrence and naming the Town as an additional insured. The Licensee will provide the Town with proof of insurance at least two (2) weeks prior to the Event.

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

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

GELATO INNOVATION INC. o/a GELATO VILLAGE

By: _____
Name:
Title:

I have authority to bind the Corporation.

Date: _____

THE CORPORATION OF THE TOWN OF PELHAM

By: _____
Name:
Title:

I have authority to bind the Corporation.

Date: _____

SCHEDULE “A”

1. Kame & Kettle Beer Works Inc.
2. The Butcher & Banker (Fonthill) Inc.
3. Gelato Innovation Inc. o/a Gelato Village

SCHEDULE “B”

Town of Pelham Policy No. S100-01
Municipal Alcohol Management Policy

THIS AGREEMENT made this _____ day of _____, 2024 ("the Agreement")

BETWEEN:

THE BUTCHER & BANKER (FONTHILL) INC.
("the Licensee")

– and –

THE CORPORATION OF THE TOWN OF PELHAM
("the Town")

PUBLIC EVENT AGREEMENT

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

AND WHEREAS the Event will take place from Thursday, July 18, 2024, to Sunday, July 21, 2024;

AND WHEREAS the Event will include an outdoor street festival that will take place on Friday July 19, 2024 from 4:00 p.m. to 11:00 p.m. and on Saturday, July 20, 2024 from 10:00 a.m. to 11:59 p.m., during which times Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance ("the Street Festival");

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

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

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

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

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

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

4. During the Street Festival, patrons may carry a single serving of liquor throughout the Street Festival Licensed Area. Patrons may also carry a single serving from the interior licensed premises of the Licensee to the Street Festival Licensed Area or from the Street Festival Licensed Area to the interior licensed premises of the Licensee.
5. Patrons may not carry a serving of liquor into any business, establishment or premises not listed in Schedule "A" to this Agreement. The Town will post this information throughout the Street Festival Licensed Area and both the Town and the Licensee will monitor compliance.
6. The Town will hire sixteen (16) licensed security personnel to monitor the Street Festival Licensed Area on Friday, July 19, 2024 from 4:00 p.m. to 11:59 p.m., Saturday, July 20, 2024 from 10:00 a.m. to 11:59 p.m. and Sunday, July 21, 2024 from 12:00 a.m. to 1:00 a.m.
7. The Street Festival Licensed Area will have five (5) access points, all of which will be staffed by security personnel. Security personnel will conduct bag checks to ensure that patrons do not bring illegal or prohibited items into the Street Festival Licensed Area and will deny entry to patrons showing signs of intoxication.
8. Security personnel will be stationed throughout the Street Festival Licensed Area and will conduct crowd monitoring, including but not limited to identifying and removing patrons showing signs of intoxication, ensuring that alcohol is not provided or passed to any person who appears to be under the age of 19 or who is not wearing a wristband issued by the Town under section 11 of this Agreement, and ensuring that patrons do not exit the Street Festival Licensed Area, other than to the interior licensed premises of the Licensee, with a serving of alcohol.
9. The Licensee will ensure that all entrances and exits to its establishment located at 1440 Pelham Street, including those that do not provide access to the Street Festival Licensed Area, are monitored at all times during the Street Festival to ensure that patrons comply with all applicable AGCO requirements.
10. The Licensee will limit the capacity of its temporary outdoor patio to available seating only and will monitor it accordingly. The Licensee will further ensure that its temporary outdoor patio meets or exceeds all outdoor patio criteria for the Event and will operate its patio in a manner consistent with the family-oriented atmosphere of the Event.
11. The Town will supply wristbands to patrons in the Street Festival Licensed Area who are 19 years of age or older.
12. The Licensee will ensure that any patron accessing the Street Festival Licensed Area from its interior licensed premises with a serving of liquor is wearing a wristband.
13. Notwithstanding any other provision of this agreement, the presence of a wristband does not replace or remove the legal obligation of the Licensee, the Town and all persons serving alcohol on behalf of the Licensee or the Town to verify the age and identity of patrons as required by law.
14. All persons serving alcohol on behalf of the Licensee and the Town will be Smart Serve Certified and as such will verify the age and identity of patrons purchasing alcohol, monitor patrons to ensure that alcohol is not passed to persons under 19 years of age, and refuse service to patrons showing signs of intoxication.
15. No glass beverage containers are permitted in the Street Festival Licensed Area. During the Street Festival, all alcohol served by or on behalf of the Licensee or the Town will be served in cans or plastic beverage containers.
16. The Town and the Licensee will each charge a minimum price of \$9.00 per serving of beer (473 ml), cider (473 ml) or wine (6 oz).
17. The Licensee will obtain and maintain at all times during the Event one or more policies of commercial general liability insurance, including an alcohol endorsement or coverage, with limits of not less than two million (\$2,000,000) per occurrence and naming the Town as an additional insured. The Licensee will provide the Town with proof of insurance at least two (2) weeks prior to the Event.

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

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

THE BUTCHER & BANKER (FONTHILL) INC.

By: _____

Name:

Title:

I have authority to bind the Corporation.

Date: _____

THE CORPORATION OF THE TOWN OF PELHAM

By: _____

Name:

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I have authority to bind the Corporation.

Date: _____

SCHEDULE “A”

1. Kame & Kettle Beer Works Inc.
2. The Butcher & Banker (Fonthill) Inc.
3. Gelato Innovation Inc. o/a Gelato Village

SCHEDULE “B”

Town of Pelham Policy No. S100-01
Municipal Alcohol Management Policy

THIS AGREEMENT made this _____ day of _____, 2024 ("the Agreement")

BETWEEN:

KAME & KETTLE BEER WORKS INC.
("the Licensee")

– and –

THE CORPORATION OF THE TOWN OF PELHAM
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9. The Licensee will ensure that all entrances and exits to its establishment located at 25 Pelham Town Square, including those that do not provide access to the Street Festival Licensed Area, are monitored at all times during the Street Festival to ensure that patrons comply with all applicable AGCO requirements.
10. The Licensee will limit the capacity of its temporary outdoor patio to available seating only and will monitor it accordingly. The Licensee will further ensure that its temporary outdoor patio meets or exceeds all outdoor patio criteria for the Event and will operate its patio in a manner consistent with the family-oriented atmosphere of the Event.
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IN WITNESS whereof the parties have executed this Agreement by their duly authorized representatives and agree to be bound thereby as of the date first written above.

KAME & KETTLE BEER WORKS INC.

By: _____
Name:
Title:

I have authority to bind the Corporation.

Date: _____

THE CORPORATION OF THE TOWN OF PELHAM

By: _____
Name:
Title:

I have authority to bind the Corporation.

Date: _____

SCHEDULE “A”

1. Kame & Kettle Beer Works Inc.
2. The Butcher & Banker (Fonthill) Inc.
3. Gelato Innovation Inc. o/a Gelato Village

SCHEDULE “B”

Town of Pelham Policy No. S100-01
Municipal Alcohol Management Policy