

City of St. John's Corporate and Operational Policy Manual

Procedure Title: Special Events Procedures	
Authorizing Policy: Special Events Policy	
Last Revision Date: N/A	Procedure #: 09-14-01-01
Procedure Sponsor: Deputy City Manager, Community Services	

1. Purpose

The purpose of these procedures is to provide direction to Employees and City residents for events requiring the submission of a Special Events Application.

2. Definitions

“Employee” means any person employed by the City of St. John's as a permanent, term, part-time, casual, contract, seasonal, temporary, or student worker.

“Fireworks” means family fireworks, aerial fireworks, and/or pyrotechnics as defined in the City of St. John's Fireworks By-Law.

“Special Event Organizer” (“The Organizer”) means any person or group submitting a Special Events Application to the City.

“Special Event Regulatory Committee” (SERC) means the Committee as approved by Council as detailed in the Special Event Regulatory Committee Terms of Reference.

3. Procedure Requirements

3.1 Special Events Application

- a) As noted in Section 3.1(b) of the policy, the Organizer shall complete and submit the Special Events Application at least 60 days before the special event. Employees will work with Organizers to provide timely approval at all stages of event planning. For events with less than 60 days' notice, efforts will be made to approve applications, where possible, at the sole discretion of the City.

3.2 Letter of Approval and Other Requirements

As noted in Section 3.2.(b) of the policy:

- a) The Organizer shall:
 - i. provide proof of all necessary permits and/or insurance;
 - ii. provide a list of any third-party vendors; and
 - iii. provide all other required documentation to the Special Event Regulatory Committee (SERC), as advised by them, within the timeframes provided.

3.2.1 Fees

- a) The Organizer shall be liable for all fees/costs related to the Event as communicated by the SERC, which may include, but are not limited to, the following:
 - i. City property and equipment rental fees;
 - ii. St. John's Regional Fire Department (SJRFD) fire equipment and/or personnel;
 - iii. Royal Newfoundland Constabulary (RNC) equipment and/or personnel;
 - iv. municipal and provincial permits, inspections, licenses and/or plans (including, but not limited to, any fees associated with Digital Government and Service NL, and the Newfoundland and Labrador Liquor Corporation);

- v. turf recovery, cleanup, and/or site restoration;
 - vi. road closures and/or restrictions (including, but not limited to, payment to a contractor to implement closures);
 - vii. any fees associated with parking services;
 - viii. advance deposit (when required); and/or
 - ix. any other fees directly related to the event.
- b) In the event that an advance deposit is required, the City shall not be required to return the deposit if an event is cancelled by the Organizer. However, at the sole discretion of the City, an advance deposit may be refunded to the Organizer, in part or in whole.

3.2.2 Permits, Licenses, and Plans

- a) The Organizer may be required to apply to the City for a building permit and/or electrical permit (including, but not limited to, for temporary structures such as booths, stages, and/or fencing); and be subject to inspection.
- b) Organizers of special events that incorporate the use of a tent or stage shall provide any required engineering certification and shall meet an acceptable engineering standard, as determined by the City, for the proposed use.
- c) The SJRFD may have additional requirements that the Organizer shall comply with related to capacity of tents and outdoor sites.

3.2.3 Site Waste and Recycling Management

- a) The Organizer shall be responsible for garbage and recycling management during the event, for cleanup and restoration of the site, and for removing all waste immediately following the event, with completion within 24 hours following the event unless otherwise approved by the City.
- b) The Waste and Recycling Division may have additional requirements that the Organizer shall comply with related to garbage and recycling management.

3.2.4 Noise Requirements

- a) The Organizer shall comply with the Noise By-law and the amplification of sound for Special Events shall be limited to the hours between 7 a.m. and 11 p.m., unless otherwise approved by Council.

3.2.5 Road Closures

- a) The RNC and the City's Transportation Engineering and Regulatory Services Divisions shall determine the requirements for temporary road closures and/or parking restrictions.
- b) Public transportation organizations and residents that will be affected by the road closures shall be notified in writing by the Organizer.

3.2.6 Third Party Vendors

- a) A list of third-party vendors shall be provided by the Organizer to the City for approval no later than ten days prior to the event. Only the third-party vendors listed by the Organizer shall be permitted to operate during the event.
- b) Only those mobile vendors having valid Mobile Vending Permits from the City, as detailed in the City of St. John's Mobile Vendor By-Law, shall be allowed to operate during an event approved by the SERC.
- c) No mobile vendors shall operate in City parks without permission from the City, as detailed in the City of St. John's Parks By-Law.

3.3 Film Industry Requirements

As noted in Section 3.4(a) of the policy:

- a) If the event involves any type of outdoor filming (for example, a film, commercial, or photo shoot) on City property (including City streets), the Organizer shall comply with the requirements detailed below.
- b) The Organizer may be required to sign a Location Agreement detailing specific location and financial requirements associated with the event, as directed by the City.

3.3.1 Residential Neighbourhoods

- a) When filming in a residential neighbourhood, the Organizer shall provide notice to every neighbour who may be directly affected by the filming activity (this may include, but is not limited to, parking, base camps, and meal areas), as determined by the City.
- b) Written notice shall be delivered by the Organizer to these neighbours at least 48 hours in advance of planned filming, as directed by the City.
- c) The written notice shall include the following information:
 - i. name of the company;
 - ii. name of the production;
 - iii. type of production (for example, feature film, documentary, TV pilot/series, etc.);
 - iv. nature of activity and duration (for example, times, dates, and number of days); and
 - v. company contacts and phone numbers (for example, first assistant director, unit production manager, location manager).
- d) It is recognized that changes in production schedules occur on short notice. The Organizer shall inform residents of any such changes in writing before filming begins.

3.3.2 Business Area

- a) When filming in a business area, details of the proposed filming activity shall be discussed with owners or representatives of the businesses in the vicinity.
- b) Businesses shall receive written notification of filming at least 48 hours in advance of planned filming. The notice shall include all information outlined above in 3.3.1(c) for filming in residential neighbourhoods.

3.3.3 Traffic and Parking

- a) Production vehicles shall park in designated areas. Obstruction of driveways shall not be permitted without the express permission of the City and/or the RNC.

- b) Production vehicles arriving on location shall not enter the area before the time stipulated by the City. The City may assist in determining appropriate parking locations.
- c) The removal, moving, or towing of vehicles not owned by the Organizer shall be prohibited without the express permission of the City and/or the RNC.
- d) Traffic and pedestrian control and/or detours shall be undertaken in consultation with and under the supervision of City authorities and/or the RNC.

3.4 Exceptions to Animals

- a) As noted in Section 3.5(a) of the policy, the City may approve a Special Event involving the following, provided the treatment of animals is consistent with the requirements of the Animal Health and Protection Act:
 - i. exhibitions or performances in which people ride horses or ponies;
 - ii. exhibitions or performances involving dogs;
 - iii. displays or showing of animals in agricultural fairs, exhibitions, or pet shows; and/or
 - iv. the use of animals in magic acts.

3.5 St. John's Regional Fire Department

The Organizer shall comply with any requirements of the SJRFD as they relate to their special event.

3.6 Insurance Requirements

As noted in Section 3.6(a) of the policy:

- a) At least 10 days prior to the event, the Organizer shall provide proof to the City that they have obtained a Commercial General Liability Insurance Policy in relation to the special event with limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof.

- b) The Policy shall be in the name of the Organizer and shall name the City as an additional insured.
- c) The Policy shall include coverage for Cross Liability and shall contain an endorsement to provide the City with thirty days written notice of cancellation or material change that would diminish coverage.
- d) **Fireworks:** If Fireworks are used in the event, all of the same terms and conditions of insurance shall apply and, in addition, the insurance certificate shall include Fireworks as an insured activity and the limits of the General Liability Insurance Policy shall be increased to not less than \$5,000,000 inclusive per occurrence.
- e) **Automobile Third-Party Liability Insurance:** If advised by SERC that Automobile Third-Party Liability Insurance shall be required, it shall be in the amount of not less than \$2,000,000.00 inclusive limit covering all vehicles used in connection with the special events activities.
- f) **Liquor:** If liquor is to be provided, the Organizer shall comply with all of the requirements set out by Newfoundland and Labrador Liquor Corporation including, but not limited to, providing an insurance certificate containing coverage for Host Liquor Liability to the City.
- g) **Film/Photography:** If the event is for any type of filming, the Organizer shall provide an insurance certificate containing coverage for Advertising Liability.
- h) **Road Race/Other Higher Risk Activity:** If the event is a road race or other higher risk activity, as determined solely by the City, the Organizer shall provide an insurance certificate containing coverage for Participant Coverage.
- i) **Food:** If food is provided as part of the event, the Organizer shall provide an insurance certificate containing coverage for Products and Completed Operations.
- j) For registered charities, not-for-profit corporations, or other organizations and individuals who do not otherwise carry insurance, the Organizer may apply for insurance coverage under the City of St. John's Special Events insurance policy, for an additional fee.

3.6.1 Agreement to Indemnify and Release of Waiver of Liability

- a) As detailed in Section 3.6(b) of the policy, by signing the application, the Organizer shall agree to save harmless and indemnify the City of St. John's and its elected representatives, officers, employees and agents from and against any and all claims, demands, suits, actions, causes of action and/or proceedings that may be brought against or made upon the City and/or its elected representatives, officers, employees or agents by any person arising out of matters in any way related to any act, failure to act or otherwise of the applicant and/or its employees, officers, servants, volunteers and agents in respect of, or pertaining to the special event described in this application or anything pertaining to the Letter of Approval should one be required and granted.
- b) By signing the application, the Organizer shall release, waive, and forever discharge the City and its elected representatives, officers, employees and agents from all liability to itself and its heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to person or damage to property for which the City may be responsible in respect of the conduct of the said event.
- c) In addition to complying with this policy and its procedures, the Organizer shall ensure they comply with all applicable legislation.

4. Application

This policy applies to all Organizers required to submit a Special Events Application and all Employees and SERC members involved in the Special Event Application review and approval process.

5. Responsibilities

5.1 The Special Event Regulatory Committee shall be responsible for:

- a) providing the Organizer with information for all applicable requirements for their event; and

- b) issuing a letter of approval outlining the requirements for the event.

5.2 Organizers shall be responsible for:

- a) providing accurate and timely information to the City as required;
- b) complying with all conditions and requirements in their letter of approval to the sole satisfaction of the City.

6. References

- 09-14-01 Special Events Policy
- [Animal Health and Protection Act](#)
- [City of St. John's Building By-Law](#)
- [City of St. John's Electrical By-Law](#)
- [City of St. John's Fireworks By-Law](#)
- [City of St. John's Mobile Vending By-law](#)
- [City of St. John's Noise By-Law](#)
- [City of St. John's Parks By-Law](#)
- Special Events Application
- Special Event Regulatory Committee Terms of Reference

7. Approval

- Procedure Sponsor: Deputy City Manager, Community Services
- Procedure Writer: Policy Analyst; Supervisor, Tourism and Events; Special Projects Coordinator
- Date of Approval from:
 - Corporate Policy Committee: November 26, 2021
 - Senior Executive Committee: September 2, 2022

8. Monitoring and Contravention

- a) The SERC shall monitor the application of the policy and procedures.

- b) Any contravention of the policy or procedures may be brought to the attention of the SERC, Office of the City Solicitor, and/or the City Manager for further investigation and potential follow up disciplinary or legal action, up to and including dismissal.
- c) Non-compliance with the policy or procedures may result in event cancellation or closure. The Organizer may also be prohibited from holding future events.

9. Review Date

Concurrent with policy review (initially three years, then every five years).