

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER 018-2022

Being a by-law to adopt the Alcohol Risk Management Policy.

WHEREAS the *Municipal Act, S.O. 2001, c. 25*, Section 270 (1) as amended, requires a municipality to adopt and maintain policies with respect to certain matters;

AND WHEREAS Council deems it expedient to adopt a comprehensive policy regarding Alcohol Risk Management for facilities owned and/or managed by the Township of Puslinch where alcohol consumption is not permitted and facilities owned and/or managed by the Township of Puslinch where alcohol consumption is permitted under the authority of a Special Occasion Permit or Caterer's Endorsement.

NOW THEREFORE the Council of the Corporation of the Township of Puslinch hereby enacts as follows:

- 1) That the Alcohol Risk Management Policy attached as Schedule A to this By-law is hereby adopted; and
- 2) That the By-law shall come into force and take effect upon the final passage thereof; and
- 3) That all existing licensed rental contracts with event dates scheduled within 30 days after the passing of this By-law shall be excluded from the provisions of the Alcohol Risk Management Policy.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF MAY 2022.

James Seeley, Mayor

Courtenay Hoytfox, Clerk



Title: Alcohol Risk Management Policy

Date: May 11, 2022

Adoption: May 11, 2022 through By-law No. 2022-018
Amendment: None

Subject: ALCOHOL RISK MANAGEMENT POLICY
File No: A09 ALC

1. Introduction

The **Township** of Puslinch's (**Township**) **Alcohol Risk Management Policy (ARM)** promotes the health and safety of participants at **Special Occasion Permit (SOP)** or **Caterer's Endorsement Events** at **Township** facilities where **Alcohol** service and consumption are permitted. The **ARM** provides a responsible, managed approach to the serving and consumption of alcoholic beverages.

Many problems can arise from excessive **Alcohol** consumption on **Township Property**, including injury, violence and liability. The **ARM** describes many things an **Event Organizer/Renter** must do to prevent dangerous situations involving **Alcohol** from arising. It also outlines the roles and responsibilities of the **Event Organizer/Renter** and other **Event Workers**.

2. Purpose

The **Township** owns and manages facilities where **Alcohol** consumption is not permitted as well as facilities where **Alcohol** consumption is permitted under the authority of a **SOP** or **Caterer's Endorsement**.

The goal of the **Township's ARM** is to set out the conditions and requirements under which **Township** facilities may be used for **Events** that include the serving and consumption of alcoholic beverages. The permission to hold such **Events** is contingent on full responsibility being assumed by the **Event Organizer/Renter** and is subject to obtaining prior approvals, such as an **SOP** or **Caterer's Endorsement** from the **Alcohol and Gaming Commission of Ontario (AGCO)**, a signed **Facility Rental Agreement and Contract**, a signed **ARM Agreement**, etc..

Furthermore, the goal of the **ARM** is to make **Event Workers** aware of operating practices and standards and their responsibility to ensure that these are in place during **Events** in order to limit their liability and reduce **Alcohol** consumption. These operating practices and standards

promote a safe environment for participants and staff and reduce **Alcohol**-related problems and any potential liability to the **Event Organizer/Renter** or **Permit Holder, Event Workers, Township, Township Staff**, volunteers, community organizations and **Event** participants.

3. Objectives

The objectives of the **ARM** are specifically to:

- Outline operational procedures to **Event Workers**, including information about their responsibilities and how to limit their liability.
- Identify **Township** facilities where the **ARM** applies.
- Outline how the **ARM** will be enforced and penalties for not complying with the **ARM**.
- Encourage and support responsible drinking practices for individuals who choose to consume **Alcohol**.

4. Definitions

- a) **Access Points** – any entrances and exits to the **Event** location.
- b) **Alcohol** - a product of fermentation or distillation of grains, fruits or other agricultural products, and includes synthetic ethyl **Alcohol**.
- c) **Alcohol and Gaming Commission of Ontario (AGCO)** – responsible for regulating Ontario’s **Alcohol**, gaming and horse racing sectors and cannabis retail stores.
- d) **Alcohol Risk Management Policy (ARM)** - the **Township’s** policy that specifies the requirements and conditions for holders of a **SOP** or **Caterer’s Endorsement** who host an **Event** on **Township Property**.
- e) **Alcohol Risk Management Policy Agreement (ARM Agreement)** – agreement between the **Event Organizer/Renter** and/or **Permit Holder** and the **Township** for use of **Township Property** for **Events** with **Alcohol**. It outlines the terms and conditions for the use of **Township Property** for **Events** with **Alcohol**.
- f) **Bartender(s)/Server(s)** – are **Event Workers** who are responsible for serving or selling alcoholic beverages.
- g) **Canada's Low-Risk Alcohol Drinking Guidelines** – means the latest version of the Low Risk Alcohol Drinking Guidelines published by Canadian Centre on Substance Use and Addiction.

- h) **Caterer's Endorsement** - the holder of a liquor sales licence may add a **Caterer's Endorsement** to their licence. The endorsement allows the licensee to serve **Alcohol** at an **Event** in an unlicensed area or in an unlicensed part of a licensed establishment. The licensee must notify the **AGCO** of its intention to do so by submitting a Catering Notification form at least ten days prior to the **Event**.
- i) **Door Monitor(s)** – are **Event Workers** who supervise **Access Points** during an **Event**.
- j) **Event(s)** - means an **Event** held on **Township Property** at which **Alcohol** will be served and/or sold under the authority of a **SOP** or **Caterer's Endorsement** and with **Township** approval. This includes **Private Events** and **Public Events**. **Event** includes any gathering, of any kind, whether social business or otherwise, and includes the set-up, tear down, clean-up and all other activities including ancillary that occur in, on or around any **Township Property** related to the preparations for, conduct of or finalization of the **Event** and use of **Township Property**.
- k) **Event Organizer/Renter** – means any person or organization applying to hold an **Event** on **Township Property** and includes the person or organization on whose behalf such person is applying or seeking permission to hold the **Event**. It may also include the person whose name is listed as a **Permit Holder**.
- l) **Event Worker(s)** – means paid and/or volunteer workers at an **Event** who hold positions of responsibility in the operation of the **Event**. This term includes volunteers, the **Event Organizer/Renter**, the **Permit Holder**, **Bartender(s)/Server(s)**, **Ticket Seller(s)**, **Door Monitor(s)**, **Floor Monitor(s)**, and **Licensed Security**.
- m) **Facility Rental Agreement and Contract** – agreement between the **Event Organizer/Renter** and the Township for use of **Township Property** for a defined period of time. It outlines the terms and conditions for the use of **Township Property**.
- n) **Floor Monitor(s)** – are **Event Workers** who are responsible for monitoring participants' floor activity and they may also assist **Door Monitors** in their duties of supervising **Access Points**.
- o) **Fortified Drinks** or **Extra-Strength Drinks** – any drinks with more alcohol content than a **Standard Drink**. Many coolers and some brands of beer and wine contain more alcohol than a **Standard Drink**.
- p) **Licensed Security** – are paid and/or volunteer **Event Workers** who must be licensed under the Private Security and Investigative Services Act, 2005.

- q) **Liquor Licence and Control Act, 2019 (LLCA)** – refers to the **Liquor Licence and Control Act, 2019** as amended and includes the applicable regulations passed pursuant to the Act regarding the sale and service of **Alcohol** in Ontario.
- r) **Permit Holder** - means a person appointed by the **Event Organizer/Renter** to be their representative to manage the **Event** and who has satisfactorily proven to the **Event Organizer/Renter** that he or she will act in accordance with the **Township’s ARM**, the **SOP** or **Caterer’s Endorsement**, any **Township** agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the **LLCA**. It includes the person whose name is listed as a **Permit Holder** on the **SOP** or the **Caterer’s Endorsement**.
- s) **Private Event(s) – Private Events** are limited to invited guests only and may not be **Publicly Advertised**. The public cannot be admitted and there can be no intent to gain or profit from the sale of liquor at the **Event**. Examples of a **Private Event** would include stag and does, bridal showers, wedding receptions, anniversary parties, baptisms or birthday parties, among others, where only family, friends and people known to the hosts are invited to attend.
- t) **Proof of Age Identification** - the legal drinking age in the province of Ontario is 19 years of age. Acceptable forms of photo identification is outlined by the **AGCO** and includes the following valid, government-issued photo identification including the birth date of the individual:
- i. Ontario Driver’s Licence with a photo of the person to whom the licence is issued.
 - ii. Canadian Passport.
 - iii. Canadian Citizenship Card with a photo of the person to whom the card is issued.
 - iv. Canadian Armed Forces identification card.
 - v. A photo card issued by the Liquor Control Board of Ontario (LCBO), entitled Bring Your ID (BYID).
 - vi. A Secure Indian Status Card issued by the Government of Canada.
 - vii. A Permanent Resident Card issued by the Government of Canada.
 - viii. A photo card issued under the Photo Card Act, 2008.
- u) **Public Event(s)** – means an **Event** for which participation in the **Event** is open to the public. **Public Events** can be **Publicly Advertised** and allow for fundraising or profit from the sale of **Alcohol**. A **Public Event** is the following types of **Events**:
- i. An **Event** of provincial, national or international significance;

- ii. An **Event** designated by a municipal council as an **Event** of municipal significance;
 - iii. A charity **Event** conducted by a charitable organization, a non-profit association or organization for the advancement of charitable, educational, religious or community objects;
 - iv. A tailgate **Event** held in connection with, and in proximity to, a live professional, semi-professional or post-secondary sporting **Event**.
- v) **Publicly Advertised** – an **Event** which is made known to the public for their attendance, utilizing advertisement sources such as social media, flyers, newspaper, radio, web communities, formal announcements, or through any other medium.
- w) **Smart Serve™ Program** - means the training program offered by Smart Serve Ontario. The **Smart Serve™ Program** is the only responsible beverage service training program that is recognized by the **AGCO**. It has been designed to train staff and volunteers who work in areas where **Alcohol** is sold and/or served, such as in bars, restaurants, banquet halls, and other public facilities.
- x) **Special Occasion Permit (SOP)** – is required any time liquor is sold or served anywhere other than a licensed establishment or a private place.
- y) **Standard Drink** - means a serving as defined in the **LLCA** which defines a serving of liquor as follows:
- 12 oz. or 341 ml. of beer, cider, or cooler with 5% alcohol by volume or
 - 5 oz. or 142 ml. of regular wine, other than cider with 12% alcohol by volume or
 - 1 oz. or 29 ml. of spirits with 40% alcohol by volume.
- z) **Ticket Seller(s)** - are **Event Workers** who sell or otherwise provide tickets for the redemption of alcoholic beverages.
- aa) **Township** - means the Corporation of the **Township** of Puslinch.
- bb) **Township Property** - means those facilities, lands, buildings, structures, premises or other real property for which the **Township** is the legal owner or over which the **Township** has authority to grant use. In other words, **Township** owned and operated property.
- cc) **Township Staff** - where there is a reference to reporting to or contacting staff of the **Township**, means the **Township Staff** who are identified by the **Township** as the contact for either **ARM** purposes or the **Township Property** in question as the context requires.

5. Facilities Where Alcohol Service and Consumption are Prohibited

The **LLCA** prohibits the consumption of **Alcohol** in public places unless a **SOP** or **Caterer's Endorsement** has been issued by **AGCO**. The consumption of alcoholic beverages is prohibited on all **Township Property** without **Township** approval and without an **SOP** or **Caterer's Endorsement** issued by **AGCO**.

6. Facilities Where Alcohol Service and Consumption are Permitted

The following **Township** facility is currently designated as suitable for **Events** involving **Alcohol** service and consumption, under the authority of a **SOP** or **Caterer's Endorsement** issued by **AGCO**. Council may change the designation of any site at its discretion.

Puslinch Community Centre (PCC)
23 Brock Road South
Puslinch Ontario
NOB 2J0

- Archie MacRobbie Hall and may also include when rented in conjunction with the Archie MacRobbie Hall:
 - Fenced Outdoor Patio
 - Lobby
 - Alf Hales Meeting Room

7. Roles and Responsibilities

This section outlines many of the roles and responsibilities of the **Event Organizer/Renter** and **Event Workers**. These responsibilities are not limited to those included below.

Event Organizer/Renter or Permit Holder

The **Event Organizer/Renter** or **Permit Holder** must:

- Be 19 years of age or older.
- Attend for the entire duration of the **Event**, including before the **Event** and post **Event** clean up, and remain in attendance until the premises are vacated.
- Not consume alcoholic beverages during their attendance on **Township Property** and including specifically before the **Event**, while working the **Event**, while the bar is closed or after the **Event** is over.

- Ensure that **Event Workers** and participants are following all conditions of the **Township's ARM**, the **SOP** or **Caterer's Endorsement**, any **Township** agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the **LLCA**.
- Assume responsibility for all decisions regarding the operation of the **Event**.
- Be responsible for the management and control of the **Event** in every respect, including but not limited to, organization, planning set up/clean up of the **Event**, training of **Event Workers**, inspection of **Township Property**, **Alcohol** service and sales including the choice of beverages so as to avoid the supply of **Fortified Drinks** or **Extra-Strength Drinks**.
- Use **Bartender(s)/Server(s)** who are certified under the **Smart Serve™ Program** and provide a list of **Bartender(s)/Server(s)** noting their full name including a copy of their proof of certification to **Township Staff** 15 days prior to the **Event**.
- Use **Licensed Security** who are certified under the **Smart Serve™ Program** and who are licensed under the Private Security and Investigative Services Act, 2005. Provide a list of **Licensed Security** noting their full name, a copy of their proof of **Smart Serve™ Program** certification, and security license number to **Township Staff** 15 days prior to the **Event** for **Events** requiring **Licensed Security**. The proof of **Licensed Security** is a letter confirming the number of personnel and time period scheduled for the **Event** from the **Licensed Security** Company.
- Be familiar with **Canada's Low-Risk Alcohol Drinking Guidelines** and promote these Guidelines in training sessions with **Event Workers**.
- Raise awareness of Health Canada's caution statement 'Do not mix with **Alcohol**' that appears on the label of caffeinated energy drink cans.
- Ensure sufficient number of trained **Event Workers** are in attendance and applied as needed to monitor, manage and control the **Event** and use of **Township Property** for the purposes of their responsibilities including sufficient **Event Workers** to supervise all **Access Points** during the **Event**.
- In no event shall the delegation of a **Permit Holder** relieve the **Event Organizer/Renter** of their responsibilities, liabilities or duties pursuant to the **ARM** or pursuant to any agreement with the **Township**.
- Ensure **Event Workers** are not unreasonably distracted while performing their duties.
- Ensure that **Event Workers** are highly visible in a crowd so that they can be easily identified by wearing identifiable clothing (ie. hat or T-shirt) or identity badges.
- Post the **SOP** or **Caterer's Endorsement** in a visible location on the premises to have it readily available for inspection.
- Ensure **Alcohol** consumption does not occur in unauthorized locations.
- Ensure the safety and sobriety of people attending the **Event**, including those persons turned away to control the **Event** or because of intoxication.
- Organize and plan for safe transportation options.



- Respond to emergencies at any time during the occupation of **Township Property** including contacting the Ontario Provincial Police (OPP) or other emergency services.
- Report any incidents to **Township Staff** no later than 48 hours after the incident but the report shall be made immediately when repairs or other action is required to make **Township Property** secure or safe for use.
- Ensure the return of **Township Property** in vacant and proper condition.
- Ensure that occupancy load for the facility is not exceeded during the **Event** as outlined in Table 1 below:

Table 1: Occupancy Load

LOCATION	NON-FIXED SEATING	SEATED EVENT
Archie MacRobbie Hall	241	25 tables, 200 participants
Alf Hales Meeting Room (only if rented)	52	6 tables, 48 participants
Lobby (for full hall rentals only)	40	5 tables, 40 participants

If licensing all rooms in the PCC, the capacities for each room must be maintained throughout the **Event**.

Event Workers

Licensed Security is responsible for monitoring entrances and patrolling licensed areas to ensure the safety and security of **Township Property**, **Event Workers**, **Township Staff**, volunteers, community organizations and **Event** participants.

Other **Event Workers** (excluding **Licensed Security**) have a range of roles and responsibilities, as appropriate to their position. These roles and responsibilities are specified in Table 2 below.

Table 2: Roles and Responsibilities of Event Workers

Roles and Responsibilities	Bartender(s)/ Server(s)	Door Monitor(s)	Floor Monitor(s)	Ticket Seller(s)
Be 19 years of age or older.	Yes	Yes	Yes	Yes
Be certified under the Smart Serve™ Program .	Yes	N/A	N/A	N/A
Enforce minimum age drinking laws and verify Proof of Age Identification for individuals who appear to be under 25 years of age.	Yes	Yes	Yes	Yes
Not consume alcoholic beverages during attendance on Township Property and including specifically before the Event , while working the Event , while the bar is closed or after the Event is over.	Yes	Yes	Yes	Yes



Roles and Responsibilities	Bartender(s)/ Server(s)	Door Monitor(s)	Floor Monitor(s)	Ticket Seller(s)
Be trained by the Event Organizer/Renter on responsibilities including being familiar with Canada's Low-Risk Alcohol Drinking Guidelines .	Yes	Yes	Yes	Yes
Monitor participants' consumption of Alcohol including, but not limited to, watching for visible signs of intoxication.	Yes	Yes	Yes	Yes
Be easily identifiable ie. identifiable clothing or identity badges.	Yes	Yes	Yes	Yes
Not be unreasonably distracted while performing their duties.	Yes	Yes	Yes	Yes
Ensure participants do not engage in activities that could potentially harm themselves or others.	Yes	Yes	Yes	Yes
Have knowledge of the safe transportation plan for the Event including how to arrange for the safe transportation of intoxicated persons leaving Event .	Yes	Yes	Yes	Yes
Promote non-alcoholic drinks, including free, cold drinking water.	Yes	Yes	Yes	Yes
Refuse service when a person appears to be intoxicated or near intoxication and offer a non-alcoholic substitute.	Yes	N/A	N/A	Yes
Serve no more than two Standard Drinks per person per visit to the bar.	Yes	N/A	N/A	N/A
Not allow entrance to intoxicated, violent or aggressive persons.	N/A	Yes	Yes	N/A
Ensure Alcohol consumption does not occur in unauthorized locations.	N/A	N/A	Yes	N/A

8. Specific Requirements

Event Workers and Licensed Security

The **Event Organizer/Renter** is responsible for securing **Event Workers**. All **Bartender(s)/Server(s)** and/or **Licensed Security** (as determined by **Township Staff**) must be **Smart Serve™ Program** certified. All costs associated with securing **Event Workers** shall be borne by the **Event Organizer/Renter**.

Table 3 below provides a minimum ratio of **Event Workers** according to the number of **Event** participants. This is intended as a guide only. The actual number and types of **Event Workers**

above minimums shall be decided by and be the responsibility of the **Event Organizer/Renter**. The **Township** reserves the right to adjust the minimum **Event Worker** to participant ratio on an **Event-by-Event** basis.

Table 3: Minimum number of Event Workers

Number of Event participants	Minimum Number of Bartender(s)/ Server(s)	Minimum Number of Door Monitor(s) per Main Access Point Note A	Minimum Number of Floor Monitor(s) Note B	Minimum Number of Ticket Seller(s)	Licensed Security Note C
Up to 99	1	1 Monitor at each Main Access Point	1	0	1
100 to 199	2	1 Monitor at each Main Access Point	2	1	1
200 +	2	1 Monitor at each Main Access Point	3	2	2

Note A - A **Door Monitor** is required at the main point of entry and exit that will be used by the majority of participants. Additional **Door Monitor(s)** may be required for **Events** that license the Fenced Outdoor Patio of the PCC.

Note B – For **Events** requiring **Licensed Security**, the minimum number of **Floor Monitor(s)** may be reduced to one (1). For any **Event** that allows admittance to minors, additional **Floor Monitors** may be required.

Note C - **Township Staff** will take into consideration the details of the **Event** prior to requiring **Licensed Security** (ie. bridal/baby showers, memorial services, funeral receptions, large meetings, etc. may not require **Licensed Security**). The provision of **Licensed Security** may be required at any **Event** where **Alcohol** consumption is permitted including **Events** that:

- Are open to the general public (not by invitation only).
- Have had previous **Event** issues (ie. OPP called, facility damage, etc.).
- The **Township** reasonably requires to be secured.

9. Conditions for a SOP or Caterer’s Endorsement

- a) A **SOP** or **Caterer’s Endorsement** issued by the **AGCO** must be obtained prior to the **Event** to permit the selling or serving of **Alcohol** outside a licensed establishment.
- b) The **SOP** or **Caterer’s Endorsement** must note the date of the **Event** and the times when **Alcohol** is being served. The **SOP** or **Caterer’s Endorsement** must cover the entire duration of **Alcohol** being served. For example: wine during dinner and a full bar in the evening.

- c) **Alcohol** is not permitted on the Fenced Outdoor Patio of the PCC unless this area has been included on the **SOP** or **Caterer's Endorsement**. If this area has been included on the **SOP** or **Caterer's Endorsement**, **Township Staff** will fence the outdoor patio. ****This is considered an outdoor Event by the AGCO. ****
- d) The **Township** is under no legal obligation to allow licenced **Events** to be held on **Township Property**.
- e) The **Township** may impose on the **Event** whatever restrictions it deems appropriate in the circumstances.

10. Conditions that Must Be Met Prior to the Event

The **Event Organizer/Renter** must provide the **Township** the following information prior to the **Event** as outlined below. Failure to submit any of these documents may result in the **Township** withholding permission for the **Event**.

- a) The **Event Organizer/Renter** is required to complete the following 30 days prior to the **Event**:
 - i. Commence the application for a **SOP** or **Caterer's Endorsement** to **AGCO**.
- b) The **Event Organizer/Renter** is required to complete the following 15 days prior to the **Event** and email this information to services@puslinch.ca:
 - i. Provide a copy of the **SOP** or **Caterer's Endorsement** approved by the **AGCO**.
 - ii. Provide a signed copy of the **ARM Agreement**.
 - iii. Purchase commercial liability insurance with a minimum of \$2,000,000 coverage. This can be purchased from the **Township** at the time of booking a rental or privately from an insurance provider. If the **Event Organization/Renter** is providing their own liability insurance, proof of insurance is required, through an original Certificate of Insurance, showing the Corporation of the **Township** of Puslinch as an additional insured with respect to the **Event**. The original Certificate of Insurance must be in effect for the date(s) when the **Township Property** is to be used or occupied for the **Event** including, without limitation, set-up and take-down. The original Certificate of Insurance must include the policy number, company name, expiry date, amount of insurance coverage, include a host liquor liability

coverage/endorsement to ensure that the coverage responds to all claims related to licensed activities held on **Township Property**, and the coverage must not exclude participants. Failure to provide proof of liability insurance as required under the **ARM** will void the rental.

- iv. Provide a security deposit in accordance with the User Fees and Charges By-law to the Municipal Office. If the security deposit is paid by cheque, it must be post-dated to the day of the **Event** and made payable to the **Township** of Puslinch. The security deposit is fully refundable after the **Event**, provided there are no damages to the facility, the access key is returned, and all terms of the **Township's ARM**, the **SOP** or **Caterer's Endorsement**, any **Township** agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the **LLCA** are adhered to. The **Township** reserves the right to retain the security deposit for failure to comply with any terms, damages and/or access key costs.

11. Conditions that Must Be Met During the Event

Bar Operation

- a) A hard copy of the **SOP** or **Caterer's Endorsement** and all itemized receipts must be posted in the bar area when the **Alcohol** arrives on the premises. **Bartender(s)/Server(s)** are only permitted to serve **Alcohol** that is listed on the **SOP** or **Caterer's Endorsement**. The **Bartender(s)/Server(s)** must review this documentation prior to opening the bar.
- b) A hard copy or electronic copy of the **Facility Rental Agreement and Contract** must be available.
- c) **Alcohol** cannot be left available for self-serving and participants are not permitted to bring their own **Alcohol**.
- d) No beverages (alcoholic or non-alcoholic) are to leave licenced areas.
- e) For formal/seated dinner settings, bottled wine may be placed on tables for serving/consuming **Alcohol** and must be removed at the conclusion of the dinner.
- f) All beverages must be served in non-breakable containers, plastic or paper cups; all bottles must remain in the bar area. **Event Workers** are responsible for purchasing plastic and/or paper cups, ice, and all non-alcoholic beverages (mix). If serving beer, 14 oz. plastic cups are required. Any size cup is suitable for wine and mixed drinks.

- g) Participants must not be required to purchase a minimum number of drink tickets or drinks to enter or remain at the **Event**. The maximum number of drink tickets sold to any individual per visit to the **Ticket Seller(s)** is four (4) drinks and the maximum number of drinks served to any individual per visit to the **Bartender(s)/Server(s)** is two (2) drinks. The Township encourages the **Event Organizer/Renter** to allow participants to collect refunds for unused drink tickets at any time when the bar is open and for at least 30 minutes after bar closing.
- h) The bar must close at the time indicated on the **SOP** or **Caterer's Endorsement** (and no later than 1:00 a.m. including New Year's Eve). There must be no last call for the bar. Last call usually encourages high and rapid consumption of **Alcohol** and results in high blood **Alcohol** levels just as the **Event** is ending, which may lead to impaired driving.
- i) All entertainment at the facility will cease no later than 1:00 a.m.
- j) All containers and bottles of **Alcohol** must be removed from the facility and taken off the premises at the end of the **Event**.
- k) The facility must be cleaned and vacated by the **Event Organizer/Renter** no later than 2:00 a.m.

Food and Beverages

- a) **Fortified Drinks** or **Extra-Strength Drinks** are not permitted. Of the total volume of beverages available at the **Event**, at least one-third must be of low **Alcohol** content. A low **Alcohol** beer is beer with an **Alcohol** content of 4% or less. Low **Alcohol** wine is a wine with an **Alcohol** content of 11% or less. Low **Alcohol** options should be clearly visible to participants.
- b) Practices which encourage the increased consumption of **Alcohol** are not permitted (ie. oversized drinks, double shots, drinks containing more than 85ml of spirits, pitchers of beer, drinking contests, jello shooters or shooters of any kind, "free-pouring" and volume discounts). Raising awareness of **Canada's Low-Risk Alcohol Drinking Guidelines** among **Event** participants can promote low-risk drinking to reduce health and safety risks and harms related to **Alcohol** such as injuries, motor vehicle collisions, violence and chronic diseases. All **Event Workers** are required to be familiar with Health Canada's caution statement 'Do not mix with **Alcohol**' that appears on the label of caffeinated energy drink cans. The **Township** requests that the **Event Organizer/Renter** consider not selling and/or not distributing caffeinated energy drinks with **Alcohol**.

- c) The awarding of any **Alcohol** or drink tickets as a prize or auction is not permitted however a LCBO or Beer Store gift certificate is permitted in accordance with AGCO lottery and gaming legislation.
- d) Only alcoholic beverages purchased from a licensed retail store such as the LCBO, the Beer Store, or stores of Ontario wineries and breweries may be sold and served at **Events**. **Event Workers** and participants may not sell, bring, or consume homemade alcoholic beverages or their own alcoholic beverages at **Events**. The **AGCO** specifies that homemade wine and beer can be served but not sold only at certain **Private Events**.
- e) Non-alcoholic beverages must be served in a different colored plastic cup than drinks with **Alcohol** in them. Non-alcoholic beverages must be available either at no charge or at a cost of less than half the price of the lowest-priced alcoholic beverage. The **Event Organizer/Renter** will make arrangements so that **Event** participants have unrestricted access to a supply of water, at no charge. **Event Workers** are required to promote the availability of fresh drinking water to patrons and indicate clearly where the water stations are. Access to fresh drinking water promotes hydration and drinking water may be a factor in helping reduce the short-term risks of **Alcohol** use.
- f) **Event Workers** must provide and encourage the consumption of food. There must be sufficient food available in a visible location for those in attendance. Food must be available beginning no later than 8:00 p.m. and must not be removed until the bar closes. Food available cannot be satisfied by snack foods such as chips, peanuts, popcorn and similar snacks. Sandwiches and other light meals are considered appropriate for **Events**. Foods high in carbohydrates help to slow down the absorption of **Alcohol** into the bloodstream and therefore reduce the risk of intoxication.

Drink Monitoring System

- a) All **Events** must have a drink monitoring system in place, which ensures that participants do not drink to the point of intoxication. Relying solely on visible signs of intoxication is not as effective as monitoring consumption. Examples of drink monitoring systems are outlined in **Smart Serve™ Program** training.
- b) As part of an effective drink monitoring system, it is essential that **Event Workers** be vigilant and are not unreasonably distracted while performing their duties.

Safe Transportation

- a) The **Event Organizer/Renter** must make provisions for the safe transportation of any intoxicated participants leaving the **Event** and promote safe transportation options for

Event participants who consume **Alcohol**. The risk of injury and liability is high when an impaired driver leaves an **Event** where **Alcohol** is served. Intoxicated participants can injure themselves and others even if they are walking or cycling. It is important for **Event Workers** to be alert to the possibility of these events occurring.

- b) Safe transportation options help to reduce and prevent risks of harm and liability. These options include:
- i. Having a designated driver program in place (including advertising of such a program at the **Event**).
 - ii. Providing free non-alcoholic drinks for designated drivers.
 - iii. Requesting that a sober friend or relative assist a potentially intoxicated participant.
 - iv. Promoting the use of alternate safe transportation if the participant is adequately able to care for themselves.
- c) Participants at **Events** should be advised that they are permitted to leave their vehicles on-site overnight, should they take alternate transportation home with the vehicle being picked up the following day.
- d) **Event Workers** must be prepared to call the OPP if an intoxicated participant insists on driving, including for participants who may be denied entry or removed from the **Event** under the **ARM**.

Signage

- a.) In addition to any signage required by law, including the **LLCA**, the **Township** requires that the **Event Organizer/Renter** ensure that the following **Township** generated signage remain posted near the bar area:
- The legal drinking age in Ontario is 19. You cannot drink any alcoholic beverages at this Event if you are under 19 years of age.
 - If you appear to be under 25 years of age, bartenders, servers or other event workers can request Proof of Age Identification, such as an approved government-issued photo I.D. card.
 - At any one time, you may only be served a maximum of two alcoholic drinks.
 - It is against the law for bartenders, servers or participants to provide alcohol to anyone who is, or appears to be, intoxicated.
 - There will be no "last call".
 - Thank you for not drinking and driving. Use a designated driver or call a friend, relative or use alternate safe transportation options.

- No beverages (alcoholic or non-alcoholic) are to leave licensed areas.
 - **WARNING:** Drinking Alcohol during pregnancy can cause birth defects and brain damage to your baby.
 - Poster on Canada's Low-Risk Alcohol Drinking Guidelines.
- b.) In addition, **Event Workers** should promote messages such as the importance of staying hydrated and that free water is available while clearly indicating where drinking water stations are located.
- c.) If it is anticipated that English will not be read by the majority of participants, then the above-noted signs must be translated by the **Event Organizer/Renter** into the language of the majority of the participants and posted in addition to the **Township** generated English signs.

Advertising

- a.) All advertising must comply with **AGCO** advertising policies and guidelines.

12. Duty to Report

- a.) The **Event Organizer/Renter** has the duty to report any incidents to **Township Staff** no later than 48 hours after the incident but the report shall be made immediately when repairs or other action is required to make **Township Property** secure or safe for use. It is the responsibility of the **Event Organizer/Renter** to ensure proper management of an **Event**.
- b.) The **Event Organizer/Renter** and/or **Permit Holder** has the duty to report any incident that:
- i. Violates the **Township's ARM**, the **SOP** or **Caterer's Endorsement**, any **Township** agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the **LLCA**.
 - ii. Results in an **AGCO** inspector under the **LLCA** or the **OPP** reporting any incident or violation.
 - iii. Involves bodily injury or **Township Property** damage.
- c.) The **Event Organizer/Renter** is responsible to make an immediate report to **Township Staff** if the facility or premises becomes unsafe for use, and to take all necessary steps to protect and exclude persons, erect barriers, give warnings and provide any other protection needed until **Township Staff** take control over the unsafe area.

- d.) The OPP shall be informed by the **Event Organizer/Renter** and/or **Permit Holder** as appropriate. **Township Staff** shall report any violations to the OPP and/or **AGCO** whenever they believe such action is required.

13. Enforcement Procedures for Violations of the Policy

Should a violation of the **Township's ARM**, the **SOP** or **Caterer's Endorsement**, any **Township** agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the **LLCA** be observed, the following steps are to be taken:

- a) The **Event Organizer/Renter** or **Event Worker(s)** are to intervene by informing the offending individual(s) of the policy violation and ask that it stop. Should the policy violation not stop, the offending individual(s) will be asked to leave the premises via a safe transportation option. Should the offending individual(s) not leave the premises, the **Event Organizer/Renter** or **Event Workers** must be prepared to call the OPP. The OPP or an **AGCO** inspector may intervene for enforcement purposes and may, at their discretion or authority, terminate the **Event**. Depending upon the severity of the infraction, charges may be laid under the relevant legislation.
- b) The **Event Organizer/Renter** or **Event Worker(s)** must seek out the necessary assistance to maintain control and management of the **Event** and ensure the safety and protection of all participants including **Event Workers** until the OPP arrive. It remains the responsibility of the **Event Organizer/Renter** to manage the **Event** and to take appropriate actions, including ending the **Event**, vacating **Township Property**, maintaining insurance, any conditions of insurance, and providing safe transportation options to all participants.
- c) If **Township Staff** observe a policy violation, **Township Staff** will take steps to ensure the policy violation stops. Depending upon the severity of the infraction, the **Event Organizer/Renter** may be asked to end the **Event**. Failure to comply may result in the OPP being notified. The **Township** is not responsible for any compensation to the **Event Organizer/Renter** or affected persons of their resulting financial or other losses.
- d) Where an **Event Organizer/Renter** fails to comply, the security deposit is forfeited and the **Event Organizer/Renter** will lose future use or rental privileges of **Township Property**.