



# CHARTER TOWNSHIP OF NORTHVILLE

<b>Subject:</b> Special Events Policy	<b>Policy:</b> 1.1.007	<b>Pages:</b> 9
<b>Standards:</b> General	<b>Effective Date:</b> 01/18/2024	<b>Revised Date:</b> 00/00/0000

## I. **PURPOSE:**

The purpose of this policy is to establish guidelines and procedures for administering special events in the township.

## II. **POLICY STATEMENT:**

The Charter Township of Northville (hereafter "Township") wishes to establish a policy for the regulation of Special Events held on property owned/controlled by the Township, and/or within public or private roads and right-of-ways. This policy must apply to all special events and commercial filming of locations within the Township. Any organization wishing to sponsor or hold a special event in the Township will be required to complete the Township Special Event Application, to ensure, to the greatest extent possible, the protection of public health, safety, and welfare.

## III. **DEFINITIONS:**

- a. **Special Event:** Any event attended by more than 250 attendants, all or any part of which includes a theatrical exhibition, public show, display, entertainment, amusement or other exhibition, including but not limited to, rock festivals, peace festivals, car shows, concerts, music festivals, carnivals, fairs, sporting events, fun runs or other similar gatherings. See Charter Township of Northville Ordinance Chapter 128 (OUTDOOR GATHERINGS). A Special Event may further be defined as:
- b. **Half Day Event:** A special event which is less than 6 hours in duration.
- c. **Full Day Event:** A special event which is longer than 6 hours in duration.
- d. **Multi-Day Event:** An event which is held on 2 or more consecutive days.
- e. **Township Event Permit:** A permit issued for a special event, on property owned/controlled by the Township, and/or within public or private roads and right-of-ways.
- f. **Special Event Permit:** A permit issued for a special event, on private property, owned either by an individual(s) or corporate entities, with the Township. See Charter Township of Northville Ordinance Chapter 128 (OUTDOOR GATHERINGS).
- g. **Applicant:** The representative for any organization who signs the Special Event Application and Agreement to obtain approval from the Township to host a Special Event.
- h. **Film Crew:** A group of people, hired by a production company for the purposes of producing a film, documentary or motion picture.
- i. **Application Fee:** A \$50.00 non-refundable application fee to cover the administrative expenses incurred in reviewing the event application. Non-Profit organizations are required to provide an IRS 501 C-3 tax exemption letter or proof of tax exempt status and must be included with the application for all non-profit organizations.

- j. **Fee Schedule:** Fees associated with the rental of specific facilities such as fields or shelters and/or Township services that may be required for the township event or special event permit(s). These fees must be paid 30 days prior to the event. The Township Finance Department will determine the applicable fees on an annual basis, as approved by the Board of Trustees.
- k. **Food Service Establishment:** Includes any temporary, mobile, or Special Transitory Food Unit (STFU). These are commonly referred to as "Food Trucks" by the general public and require additional review for safety purposes.
- l. **Temporary:** A temporary food service establishment means a food service establishment, which operates at a fixed location for a temporary period of time not to exceed 14 consecutive days. Temporary food service establishments use a different application than a fixed, mobile, or special transitory food unit food service establishments.
- m. **Mobile:** A mobile food service establishment means a food service establishment operating from a vehicle, trailer, or watercraft that returns to a mobile food establishment commissary for servicing and maintenance at least once every 24 hours. The commissary license number must be recorded in the appropriate location on the application for it to be processed.
- n. **Special Transitory Food Unit:** An STFU is a temporary food establishment licensed to operate throughout the state without the 14-day limits or a mobile food establishment that is not required to return to a commissary.
- o. **Loss exposure:** The types of losses that can vary from event to event depending on the risk category, which may include, but are not limited to, financial, property damage and bodily injury.

#### IV. **PROCEDURES:**

- a. Applications are available from the Clerk's Office or on the Township website at [www.twp.northville.mi.us](http://www.twp.northville.mi.us). Applications must be submitted to the Clerk's Office no later than sixty (60) days prior to the actual first day of the event.
- b. The Township may waive the sixty (60) day requirement upon approval by the Township Manager.
- c. Groups who request locations in the Township for commercial video or film production must coordinate the production with the Township Manager's office. The Township Manager or their designee must have the authority to grant permission for commercial video or film production in the Township and to allow use of Township owned facilities for these purposes. All other conditions of the Special Event Policy must apply to commercial video or film production events.
- d. The Township will provide a complete review of all special event applications upon receipt with the associated Application Fee (see Definitions). Review may include consultation with the applicant if necessary. Other than the events noted above, the Township Board of Trustees (Board of Trustees) will determine the appropriateness of the Special Event Application and either approve or modify with conditions at a regular or special board meeting.
- e. During review of the Special Events Application, the Township may place special conditions on the event. The Board of Trustees has the right to add or waive

criteria when reviewing Special Event Applications. The appropriate member of the Township administration must be available to meet with event organizers to review the special conditions and ensure that all conditions, including insurance coverage, are met before the event begins. Some events may require that an appropriate member of the Township administration or their agent be on site during the event.

- f. The Township Manager, or their designee, has the authority to cancel or stop an event if compliance with this policy, the application, and/or conditions for approval have not been met. In addition, the Township Manager or designee must have the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety or welfare is being jeopardized and/or would be better served with additional restrictions.
  1. Use of Thayer's Park facilities must also be coordinated through the Township Clerk's office.
  2. Use of Township park facilities must also be reserved with the Parks and Recreation Department at (248) 349-0203 or recreation@twp.northville.mi.us

**V. TOWNSHIP SERVICES SUPPORT:**

The Township will provide support to special events on the following basis:

- a. **Township Operated/Sponsored Events:** The Township may operate certain special events directly. The Township may provide financial support to these events as determined in the annual budget appropriation.
- b. **Co-Sponsored Events:** The Township may co-sponsor certain events with other local municipal partners, when it is determined that the event is of general interest to the public and advances the promotion of the community. The Township may provide financial support upon approval by the Board of Trustees. These events must meet the other requirements of the Special Event policy.
- c. **Non-Profit Events:** The Township may allow special events operated by non-profit groups that are beneficial to the Township and the community. These events must reimburse the appropriate Township department(s) for 100% of costs related to the event.
- d. **For Profit Events:** The Township may allow special events operated by for-profit groups that are beneficial to the Township and the community. These events must reimburse the appropriate Township department(s) for 100% of costs related to the event.
- e. **Block Parties:** Block party requests must be noted on the Special Event Application and must meet the other requirements contained in the special event regulations. The Township does not provide barricades for street closures. These events must reimburse the appropriate Township department(s) for 100% of costs related to the event.

- f. **Political or Ballot Issue Events:** The Township does not allow political or ballot issue events in Township municipal buildings or on Township-owned property.
- g. **Weddings:** Wedding ceremonies that can be classified as a Low Hazard Event and are held within Township municipal buildings will not be required to file a Special Event Application, but any applicable facility use fee must be paid. Weddings held at other Township owned properties must reimburse the appropriate Township department(s) for 100% of costs related to the event.
- h. **Video or Film Production:** All commercial video or film productions must reimburse the appropriate Township department(s) for 100% of costs related to the event.

**VI. FEES FOR SPECIAL EVENTS:**

A fee schedule will be maintained by the Township and updated annually. This fee schedule will be managed by the Finance Department and made available on the Township website. An estimated event cost will be determined by the Finance Department during the application process and invoiced to the event sponsor upon event approval by the Board of Trustees. Payment will be due 30 calendar days before the date of the event, or else the event will be subject to cancellation.

The Township may place additional requirements on any event. These requirements may include specific staffing levels for police, firefighters, paramedics, water/sewer, maintenance, parks and recreation or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of this policy. Requirements may also include private contractors such as security, traffic control, EMS providers, etc.

Within 30 calendar days following the final day of the event, a final cost will be determined based on actual time and equipment costs incurred. This may result in an additional payment due from the event sponsor or a refund due to the event sponsor.

Fees must be charged for Township services provided to special events as follows:

- a. **Employees:** An hourly rate, both regular and overtime, must be charged for any Township employee working on a special event as determined by the applicable Township department(s). The hourly rates must include an allocation of fringe benefits. See Township Fee Schedule for further information.
- b. **Equipment Use:** Township equipment required for an event must be charged to the event at an hourly cost that includes the operation of equipment using Township personnel. See Township Fee Schedule for further information.
- c. **Other Rental Costs:** Costs associated with the rental of third-party vendor equipment (i.e. portable toilets, dumpsters, etc.), will be the sole responsibility of the applicant.

**VII. SPECIAL EVENT SIGNS:**

The Special Event Application must include a description of any promotional/advertising signs proposed to be used for the event. The use of such signs must conform to the description contained in the application or as approved during the review process. All signs must conform to all current Township ordinances; however, one temporary event

sign may be located on-site at each entrance and off-site signs must be submitted sixty (60) days prior to the event for approval by the Board of Trustees at a regular or special board meeting. Written approval by the property owner must be submitted with the sign request. Refer to Township of Northville Ordinance Chapter 145 (SIGNS).

#### **VIII. LIABILITY INSURANCE REQUIREMENTS:**

The Township must require that all sponsors of special events provide liability insurance. After reviewing the description of the event and potential risk factors, the Township will notify the sponsor of what insurance coverage is needed. An event sponsor must be required to provide a valid certificate of insurance and endorsement in the minimum amount identified based on the events hazard classification. **The general liability insurance must be endorsed to name the Charter Township of Northville as an additional insured prior to the event and shall provide primary coverage to any other insurance held by the Township.** The Township may require the sponsor and/or vendor to provide higher levels of insurance coverage and policies as deemed necessary based on specific event risk factors and review by the Township.

Township administration will review each special event application received and assess the potential liability risk of to the Township, based on the following categories. Insurance requirements may be changed, or are not necessarily required for every event, and will be determined by the Township on an event-by-event basis. Events that fall into one or more hazard categories will be evaluated and upgraded to the next higher risk category. The hazard categories are as follows:

- a. **Low Hazard** involves no physical activity by participants and no severe loss exposure to spectators. Examples of events in this category include, but are not limited to, outdoor meetings, small theatrical performances, auctions, neighborhood block parties, and social gatherings. No fireworks or sales of alcoholic beverages are permitted. Crowd/attendee size of less than 100 people per day.

Limits of Liability for General Liability must be a minimum of \$1,000,000 per occurrence and aggregate.

- b. **Medium Hazard** involves limited physical activity by participants and no severe loss exposure to spectators. Events in this category include, but are not limited to, amateur team sports, dances, flea markets, craft shows, sidewalk sales, and small concerts. No alcoholic beverages or fireworks are permitted. Crowd/attendee size of less than 1,000 people per day.

1. General Liability Insurance - \$1,000,000 per occurrence and aggregate
2. Auto Liability - \$1,000,000 per occurrence and aggregate (if applicable)
3. Workers Compensation Insurance (if applicable)

- c. **High Hazard** involves major participation by participants and/or moderate loss exposure to spectators. Events in this category include, but are not limited to, parades, festivals, marathons or races and circus/carnivals, inflatable games, amusement rides, animal shows, and political rallies. No fireworks or sales of

alcoholic beverages are permitted. Crowd/attendee size between 1,001 and 5,000 people per day.

1. General Liability Insurance - \$3,000,000 per occurrence and aggregate
2. Auto Liability - \$1,000,000 per occurrence and aggregate (if applicable)
3. Workers Compensation Insurance (if applicable)

d. **Maximum Hazard** involves severe loss exposure to spectators and/or participants. Examples of events in this category include, but are not limited to, vehicle races, fireworks display, ice carving events, professional or collegiate sporting events. No sales of alcoholic beverages are permitted. Crowd/attendee size greater than 5,000 people per day.

1. General Liability Insurance - \$3,000,000 per occurrence and aggregate
2. Auto Liability - \$1,000,000 per occurrence and aggregate (if applicable)
3. Workers Compensation Insurance (if applicable)

e. **Alcoholic beverages**

If the sales of alcoholic beverages are requested and permitted, the vendor shall provide Liquor Liability insurance. For a crowd/attendee size of less than 1,000 people per day, limits of liability shall be not less than \$1,000,000 per occurrence and aggregate. For crowd/attendee size of more than 1,000 people per day, limits of liability shall be not less than \$3,000,000 per occurrence and aggregate. Coverage shall be endorsed to name Northville Township as additional insured and coverage will be primary to any other insurance the Township may have. The alcoholic beverage vendor must apply and receive approval for a temporary liquor license through the Liquor Control Commission prior to the permit being issued.

f. **Food Vendors**

All food vendors, whether classified as a temporary, mobile, or special transitory food unit (STFU) in accordance with the State of Michigan Department of Agriculture and Rural Development (MDARD), must have an applicable license issued by Wayne County or the County of origin for the establishment. If the County of Origin is not Wayne County, the applicant must complete a Notice of Intent application to the Wayne County Department of Environmental Health at least ten (10) days prior to operations. Food trucks, whether classified as temporary, mobile, or STFU are required to be inspected by the Northville Township Fire Department or submit documentation of approval of the Western Wayne Mobile Food Vendor Consortium.

General Liability Insurance with a minimum limit of liability of \$1,000,000 per occurrence and aggregate is required. Coverage shall be endorsed to name Northville Township as additional insured and coverage will be primary to any other insurance the Township may have.

g. **Fireworks**

The use of fireworks, display or consumer, is regulated by the Michigan Fireworks Safety Act, Act 256 of 2011, which cites NFPA 1124 and NFPA 1126, and Township

Ordinance 67-42. Fireworks are classified as either 1.4G (Consumer Fireworks) or 1.3G (Display Fireworks). 1.4G, Consumer Fireworks are not permitted at a special event. 1.3G, Display Fireworks, may be permitted with prior application, review, internal approval, and approval by the Township Board of Trustees in accordance with Township Ordinance 67-42.

General (Pyrotechnics) Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Limits may be obtained by the use of primary and excess/umbrella liability policies. Coverage shall be endorsed to name Northville Township as additional insured and coverage will be primary to any other insurance the Township may have.

**IX. TRAFFIC CONTROL AND SAFETY REQUIREMENTS:**

The event sponsor must submit a traffic control and safety plan. The event sponsor must be responsible for complying with all traffic control and safety procedures required by the Township during the event. The requirements will be indicated in the notice of approval, and additional requirements may be made by the Township during the event as may be necessary for the safety of the public. This includes any use of public roads, private roads or parking lots in regards to the general safety of the public and attendees.

All solicitors must only solicit in areas that are not restricted from soliciting by sign. All roadside sales (for personal profit or receiving donations for a charity) must be made in accordance with the Michigan Uniform Traffic Code for Cities Townships and Villages. See also Township of Northville Ordinance Chapter 133 (PEDDLING AND SOLICITING). All solicitors must be properly approved and badged by the Public Safety Department as specified in the preceding referenced Ordinance.

**X. PARTICIPANT WAIVER OF LIABILITY:**

The event sponsor must be responsible for obtaining all signed indemnification agreements as required by the Township. Samples of the basic agreements are attached to these regulations. The specific requirements for each event will be indicated in the written confirmation of approval.

**XI. VENDOR LICENSE REQUIREMENTS:**

All food vendors, whether classified as a temporary, mobile, or special transitory food unit (STFU) in accordance with the State of Michigan Department of Agriculture and Rural Development (MDARD), must have an applicable license issued by Wayne County or the County of origin for the establishment. If the County of Origin is not Wayne County, the applicant must complete a Notice of Intent Application to the Wayne County Department of Environmental Health at least ten (10) days prior to operations. Food trucks, whether classified as temporary, mobile, or STFU are required to be inspected by the Northville Township Fire Department or submit documentation of approval of the Western Wayne Mobile Food Vendor Consortium.

See the Definitions section for specific definitions of different Food Service Establishments.

**XII. TWO OR MORE APPLICATIONS FOR THE SAME EVENT DATE:**

In the event that two or more Special Event Applications are received for the same date and time prior to the approval of either event, the date and time that each application was received by the Township must determine the order of preference. Once a special event approval has been granted, it shall be the policy of the Township to not award further permits for the same date, time and general location.

In the event that two or more Special Event Applications are received at the same time for the same date and time, Township administration has authority to resolve date and time conflicts with the sponsors filing each application.

**XIII. RESERVATION OF ANNUAL EVENT DATES:**

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following year's requested dates. Approval of the current year's application may include a reservation of the next year's proposed dates. However, the reservation will not constitute approval of the next year's event, which must have its own timely application submitted for Township approval. In general, the Township will not approve Special Event Applications for more than one year in advance.

**XIV. WRITTEN CONFIRMATION OF TOWNSHIP APPROVAL:**

Upon approval of the Special Event Application, a written confirmation as to the action of the Township will be forwarded to the individual or organization requesting the event by the Clerk's office. This confirmation will outline any special conditions that must be met if the event is to be held.

**XV. FORMS**

See attached Sample Indemnification Form; Page 9.

**XVI. RESPONSIBILITIES**

The Clerk's Office will be responsible for coordinating and issuing Special Event Permits.

**XVII. EFFECTIVE DATE:**

Upon adoption January 18, 2024, this policy is effective immediately. Events requested after the adoption date are subject to this policy.



## SAMPLE INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the \_\_\_\_\_ assumes all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the Charter Township of Northville, Michigan, including all of its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, volunteers, and any others working on behalf of the Charter Township of Northville, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the Charter Township of Northville and any of its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers and others working on behalf of the Charter Township of Northville, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of or are in any way connected with or which are alleged to arise out of or alleged to be in any way connected with the event, to be held on including, but not limited to, any negligence or alleged negligence on the part of the Charter Township of Northville.

Signature of person authorized to execute this agreement:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_