

SPECIAL EVENT ROAD CLOSURE PERMIT APPLICATION Appendix 9

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SPECIAL EVENT ROAD CLOSURE PERMIT APPLICATION

Please submit the completed application to the Event Coordinator at events@penticton.ca or by hand at the Penticton Community Centre, 325 Power Street, Penticton BC, V2A 7K9 Attn: Event Coordinator

Contact the City Engineer for inquires specific to your road closure application engineering@penticton.ca 250-490-2500 Road closure permit fees apply and will be added to the Event License to Use contract. Additional information and Outdoor Event Applications are located at: www.penticton.ca/eventapp

Event Applications are located at. www.penticton.ca/eventapp				
APPLICATION INFORMATION				
Event Name:				
Host Organization Name:				
Date of Application:				
CONTACT IN	FORMATION			
Primary Contact for Application (Person completing the application on behalf of the event organization)	Primary Contact During Event (Person responsible for overseeing implementation of the traffic management plan) NOTE: Contact Person's name and telephone number will be released to the public by the City of Penticton in regard to this application			
Name:	Name:			
Mailing Address:	Mailing Address:			
City, Province, Postal Code:	City, Province, Postal Code:			
Primary Phone Number:	Primary Phone Number:			
Email Address:	Email Address:			
I acknowledge that I have read and will comply with the City of Penticton Road Closure Permit Policy and Procedures, City of Penticton Outdoor Events Guide, and the BC Ministry of Transportation and Infrastructure Traffic Management Manual where applicable. I acknowledge that it is the responsibility of the Road Closure Permit applicant to conform to current laws, regulations, and requirements; pay all applicable fees; and ensure that the road closure remains in compliance throughout its entirety.				
EVENT C	<u> </u>			
Event Date(s):	Day(s) of the week:			
(i.e. Jan 01, 2020)	(i.e. Sat/Sun, etc.)			
Event Start Time(s):	Event Finish Time(s):			
Proposed Road Closure Start Time:	Proposed Road Closure Finish Time:			
(including set-up time)	(including clean-up time)			
Number of Participants Expected: Number of Spectators Expected:				
Describe the event (including event activities and sequence/phases of event, if applicable): Describe the proposed event route:				

	TRAFFIC MANAGEME	NT PI AN (TMP)				
TRAFFIC MANAGEMENT PLAN (TMP) A traffic management plan is required as part of all Special Event Road Closure Permit applications.						
Traffic Management Plan	Attached	Forthcoming				
Road Closure Type	Partial	Full				
PARTIAL ROAD CI		FULL ROAD CLOSURES				
Any event with a partial road closure, la		Events with full road closures may submit a traffic				
participants are not segregated from to management plan that is professionall Control Person or Traffic Engineer.	raffic requires a traffic	management plan that is not professionally prepared, provided it adheres to all requirements listed below.				
A prepared traffic management plan sh	nall include the following:	The traffic management plan for an event with a full road closure shall include the following components:				
Map of event space and route						
 Indicate any traffic and/or part Example layouts in BC MoTI Tr For any partial closures, width (vehicle lanes, pedestrian space labelled on the plan. 	raffic Management Manual s of each component	Map of event space and route - Indicate any traffic and/or parking restrictions - Example layouts provided in BC MoTI Traffic Management Manual				
 Provide speed limits (if differe Show all taper lengths, offsets Traffic Management Manual (i 	, etc. as per the <i>BC MoTI</i>	Placement of all Traffic Control Devices (signage, barricades, delineators, cones, etc.) - In accordance with the BC MoTI Traffic Management Manual				
Placement of all Traffic Control Dedelineators, cones, etc.) In accordance with BC MoTI Transport of the monitored to ensure they are during the event. Fencing or country to but access for emergency servers.	raffic Management Manual any road closures must be not moved or bypassed oncrete barriers may be used	 All barricades associated with any road closures must be monitored to ensure they are not moved or bypassed during the event. Fencing or concrete barriers may be used, but access for emergency services must be maintained. 				
		- The role of the course marshal is to man				
Incident Management Plan - In accordance with the require Traffic Management Manual (i		barricades, reinforce crosswalks, and/or provide route information to pedestrians/participants. - Course marshals/volunteers cannot stop vehicles or redirect vehicular traffic. This				
Locations of Certified Traffic Cont		requires a Certified Traffic Control Person.				
 Stopping of traffic, re-routing may only be done by Certified Individuals providing traffic corequirements of a Certified Traffic Control Per retro-reflective vest / ponchood bracelets in accordance with Versonal Protective Equipment 	Traffic Control Persons. ontrol must meet the affic Control Person. rsons are required to wear a / jacket, anklets, and VorkSafeBC standards.	 On-road course marshals/volunteers must be competent adults capable of the role they have been assigned. All course marshals are required to wear retrovereflective vests at all times. Personal Protective Equipment is to be provided by the proponent/event organizer. 				
proponent / event organizer. - At signalized intersections: - If the signal is in standard of direction is only permitted Officer appointed under the Vehicle Act. - If the signals are covered of mode, traffic may be control Person; lights mus operation prior to the Traffic the intersection.	operational mode, traffic to be done by a Peace ne provision of the Motor or placed in all-red flashing colled by a certified Traffic	NOTE: While not always required for a full road closure, it is strongly recommended that the event organizer responsible for the submission of a traffic management plan liaise with a Traffic Control Person or traffic engineering consultant to facilitate the preparation of the traffic management plan.				

Locations of Course Marshals/Volunteers (see adjacent section)

NOTES ON TRAFFIC MANAGEMENT PLANS (TMPs)

All traffic management plans must be prepared in accordance with the *WorksafeBC Occupational Health and Safety Regulation – Section 18* and *BC MoTI Traffic Management Manual*, and must adhere to all requirements identified by the City of Penticton, RCMP, BC Ministry of Transportation and Infrastructure (BC MoTI) or other related governing bodies. **NOTE:** BC MoTI approval is required for any activities which affect roadways under their jurisdiction.

The level of detail required for a TMP depends on the complexity of the event, the context in which it is taking place, and the volume and variety of traffic being affected. Large events with multiple phases may require a certified engineer-sealed traffic management plan. For events with multiple phases, separate traffic management plans must be submitted for each distinct phase. The City may, at its discretion, require the traffic management plan to be prepared by a Traffic Control Person or a Traffic Engineering consultant for any event.

A plan that does not include the required information and/or does not include any additional data requested will be deemed incomplete and returned for revision and resubmittal. It is the organizer's responsibility to submit the special event road closure permit application with sufficient time for processing by the City. Event routes should not be advertised before City approval of the permit application.

This plan is subject to City acceptance and is the responsibility of the event organizer to implement as accepted by the City. The plan, once accepted, is owned by the event organizer. The proponent is responsible for ensuring the road closure(s) is maintained throughout the duration of the event.

INSURANCE

Proof of insurance attached with the following conditions related to road closure permit

Commercial General Liability Insurance

- Limit of not less than Three Million Dollars (\$3,000,000), inclusive, per occurrence for bodily injury, death or damage to property, including loss of use of property in question
- The City of Penticton shall be an additional insured on the policy. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."

Any other insurance specifically required by the owner

NOTES ON INSURANCE

- Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) is extended to include insuring conditions as outlined above.
- Depending upon the nature of the event, the City may have other insurance requirements unrelated to road closures.
- Single block event (e.g. small block party) insurance requirements will be handled on a case-by-case basis. Please contact the Recreation Special Event staff to discuss requirements.
- The insurance policy shall not be cancelled or amended in any way without thirty (30) days written notice by registered mail:
 - City of Penticton, Attention: Chief Financial Officer 171 Main Street, Penticton, BC V2A 5A9
 - Or to the City representative as noted in the permit.
 - Issuance of this certificate shall not limit or restrict the right of the City of Penticton to request at any time certified copies of any insurance policy(s).

MOBILITY AND COMMUNITY IMPACT								
Please indicate if your event impacts the normal operations or flow of the following road users:								
Pedestrians	Disabled	Cyclists	Transit	Emergency	Truck	General	Public	Vehicle
	Persons		Service	Vehicles	Routes	Traffic	Parking	Access or
								Driveways
Please descri	be any mea	sures you w	ill take to m	itigate these	impacts.			
Will you acco	mmodate fo	or vehicles o	or pedestria	ns who need	access to si	tes within yo	our road clos	sure?
			Yes	No		/A		
If so, how?								
Have you rec							isit or emerg	jency services
to be reroute	a (i.e. KCMP	, Transit, Pe		•				
		ווחווח	Yes	No No		/A		
The second second	!!			TION / COMM				h - 6-11
The applicant is required to inform stakeholders/affected public of anticipated impacts. Please attach the following:								
A list or map of businesses, residents, and property owners that will be impacted by the proposed road closure, and who will be notified about the event and closures. This list must include:								
l load C	-							
 Transit Service Provider, Penticton RCMP, Penticton Fire Department, BC Ambulance All businesses along the route 								
_		_		along the rou	ite			
A copy of the written notice that will be hand-delivered and distributed to all stakeholders above at				rs above at				
least one week prior to the event day. This written notice must include:								
- Name and brief description of the event								
- A map providing information on road closure locations, dates, and times								
- Explanations of alternative access where necessary								
 Name and telephone number for the event organizer and on-site contact Note: Please use template available 								
				dvertisement	and confirm	mation that	the ad will b	e placed in at
A proof of the road closure newspaper advertisement and confirmation that the ad will be placed in a least one local newspaper (Penticton Herald or Penticton Western News) a week in advance of the								
event. This advertisement must include:								
- Dates, times, and locations of any road closures or traffic impacts								
- Name of the event and organizer contact information								
Note:	Please use	template av						
APPLICATION ACKNOWLEDGMENT				_				
I have read and fully understand the Road Closure Permit Procedure Appendix 9A and the Waiver of Indemnity Clause and will comply with said documents.								
You will receive a road closure permit upon approval of your road closure permit application. Event routes should not be advertised before issuance of the permit.								
Signature of	applicant	•		Date	of applica	ation subm	ission:	

WAIVER OF INDEMNITY CLAUSE

The Applicant accepts and will use the Premises, Lands, and Equipment at their own risk and agrees that neither the City of Penticton herein after referred to as the Municipality nor their officers, employees, servants, agents, heirs, successors and assigned have made any warranties or representations respecting the suitability or condition of the premises, lands and equipment. The Applicant further agrees that it will indemnify and save harmless the municipality and their officers, employees, servants, agents heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs including legal or other fees incurred in respect of any such claim (s) or any actions (s) or proceedings (s) brought thereon arising directly or indirectly from or in connection with the granting of this Agreement and use of the Premises, Lands, and Equipment.

Prior to the execution of this Agreement the Applicant will obtain and maintain comprehensive general liability insurance including participants insurance, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Municipality. The Municipality is to be included as additional named insured. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$3,000,000 per occurrence including \$3,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payment and property damage or such higher limits as the Municipality may require from time to time. The policy will contain a clause providing that the insurer will give the Municipality thirty (30) days prior written notice in the event of cancellation or material change. The Applicant will provide the Municipality with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of said agreement.

It is the **sole responsibility of the Applicant** to determine what additional insurance coverage, if any, including but not limited to Workers Compensation, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

The Applicant understands and agrees that this Agreement may be revoked or cancelled at any time with or without cause. The municipality will make every reasonable attempt to provide a minimum 48-hours notice of a cancellation to the Applicant.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization and the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Applicant, in consideration of being granted permission to use the Premises, Lands, and Equipment agrees to be bound by the Terms and Regulations referred to above and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver of Indemnity Clause.

I have read the above and fully understand the Terms and Regulations and the Waiver of Indemnity Clauses and will comply with said document.

Signed and Witnessed this	Day of
Signature of Applicant	Signature of Witness
	Print Name
	Address