

TOWNSHIP OF
CAVAN MONAGHAN



Have it all. Right here.

Filming
Package

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Filming Guidelines for Filming on Streets under the Jurisdiction of the Township of Cavan Monaghan

1. Applicability

The following guidelines apply to all location filming which takes place in the Township of Cavan Monaghan, except for current affairs and newscasts.

2. Permit Issuance

Permits for location filming will be co-ordinated through and issued by the Township of Cavan Monaghan Municipal Staff.

3. Timelines for Submission of Application

The Cavan Monaghan Municipal Staff will be advised of all location filming requiring a permit, not less than 2 business days in advance of filming or in Township Parks, as agreed to between the Parks Department and the Cavan Monaghan Municipal Staff. This does not apply to previously permitted locations where rescheduling is necessary. However, if an alternate shoot date is required and it is not on the permit or is a date other than what is on the permit, a subsequent letter of notification as described in Guideline 4 is required, but the application period is waived. Filming that includes but is not limited to road closures, multi-lane closures and special effects requires at least 4 days notice.

4. Notification

- i) **Community:** The film company must notify affected residents, occupants and businesses, in advance of filming and as instructed by the Cavan Monaghan Municipal Staff, of the duration and location of filming, including information about planned special effects, road and lane closures, sidewalk usage without obstructing pedestrians and the time that cones will be placed on the street to restrict parking. Filming in residential areas for a period of 7 consecutive days or longer will not be approved unless a majority of affected residents (as determined by the Cavan Monaghan Municipal Staff) have given their approval (written approval where possible, name and address of homeowner/tenant, business owner noted if has no objection but does not wish to sign). Filming involving the use of catastrophic special effects will not be approved unless a majority of affected residents (as determined by the Cavan Monaghan Municipal Staff) have given their approval (written approval where possible, name and address of homeowner/tenant, business owner noted if has no objection but does not wish to sign).
- ii) **Councillors:** Councillors will be notified on a daily basis after the permit is signed by the applicant. This notification will include the name of the Production Manager, title of the production, telephone number of the production office, the Location Manager and the Location Assistant if requested.

5. Restrictions on Hrs./Days for Filming

Permits authorizing filming in residential areas between 11:00 p.m. and 7:00 a.m. will not be approved unless all affected residents have been notified in advance.

Depending on the potential impact on the area, a majority of affected residents (as determined by the Cavan Monaghan Municipal Staff) will have to give their approval (written approval where possible, name and address of homeowner/tenant, business owner noted if has no objection but does not wish to sign) for filming to occur in these circumstances.

6. Limitations

Location filming in residential areas will be limited to 2 occasions/year for each residential block unless approval of a majority of affected residents (as determined by the Cavan Monaghan Municipal Staff) (written approval where possible, name and address of homeowner/tenant noted if has no objection but does not wish to sign) is given for additional occurrences and all notification procedures are followed to the satisfaction of the Cavan Monaghan Municipal Staff. The amount of filming in other areas may also be limited as determined by the Cavan Monaghan Municipal Staff in consultation with Ward Councillor(s).

7. Consideration to Residents/Occupants/Businesses

These persons should be free from any negative environmental conditions resulting from filming including, but not limited to, spill-over lighting, exhaust fumes or noise that may affect their ability to enjoy their property or conduct their business unless they have been contacted and do not express any objection. Specifically:

- i) **Lighting:** Lighting for filming should be oriented away from neighbouring residences unless residents have been contacted and do not express any objection and should not interfere with the safe movement of traffic. Night filming involving intensive lighting between 11 p.m. and 7 a.m. requires approval of majority of affected residents (written approval where possible, name and address of homeowner/tenant noted if has no objection but does not wish to sign).
- ii) **Noise:** The production company must comply with legislation governing noise. If the affected residents/occupants/businesses have been advised in advance of the nature of the noise and do not object, the likelihood of a complaint will be reduced.
- iii) **Generators:** All generators used on streets in residential areas or in Township Parks will be “blimped” generators unless otherwise approved.

8. Disruption to Residents/Occupants/Businesses

It is the production company’s responsibility to ensure that there is minimum disruption to residents, occupants, businesses and Township employees where filming occurs. This includes ensuring residents’, owners’ and customers’ access to their respective premises and ensuring pedestrian and vehicular access to adjoining

properties. The Production Company is under no obligation to provide compensation for disruption unless it voluntarily agrees to do so with residents/occupants/businesses or otherwise has legal obligation to do so. Disruption of parking as a result of a film permit is not compensable unless otherwise agreed with the applicable persons. Every effort should be made to ensure that people displaying legitimate credentials such as disabled parking permits are accommodated in recognition of their personal safety.

9. Identification of Production Vehicles

All vehicles carrying equipment involved in the production will be issued a Location Filming Vehicle Permission Card which must be displayed on their dashboards and it is the responsibility of the production company to determine in advance, the number of production vehicles requiring such a permit.

10. Traffic

- i) No interference with pedestrian or vehicular traffic is to occur without being noted on the permit. Every opportunity is to be taken to ensure that access, either vehicular or pedestrian, is not restricted to persons with disabilities.
- ii) Production vehicles must comply with appropriate traffic regulations unless stated otherwise on the permit.
- iii) All moving vehicles must comply with regulations governing traffic in Township Parks/Properties unless otherwise noted on the permit.
- iv) Except where a road is closed for filming, where a moving vehicle is involved, the applicant shall adhere to the posted speed limits and to lawful conditions unless directed otherwise by a Pay Duty Police Officer.

11. Parking and/or Standing

- i) Production vehicles must not block fire hydrants or be parked in fire routes or within 9 metres of an intersecting street or impede any emergency response vehicles and must also adhere to any other requirements specified on the permit.
- ii) In Township Parks, production vehicles and equipment must not block driveways or other access/egress ramps. Production vehicles must leave at least two feet clearance on either side of a driveway, ramp, or other accesses/egresses/ingresses. In all other circumstances, vehicles cannot block driveways or other access ramps without the approval of the owner.
- iii) No production equipment/vehicles are to be within 30 metres of a pedestrian crossover or a signalized intersection unless otherwise noted on the permit.
- iv) It is up to the Film Company to make alternate parking arrangements for residents in possession of a valid street parking permit for that area whose vehicles are displaced by the filming activity. Relocating vehicles by towing to accommodate filming or parking will not be permitted.
- iv) Production vehicles must not block parking lot access/egress ramps and accessible parking for persons with disabilities.

12. Traffic Stoppages

Intermittent traffic stoppages to a maximum of 3 minutes, unless stated otherwise, shall be under the supervision of a Pay Duty Police Officer. It is the production company's responsibility to arrange for the Public Works Department to cover, alter, remove and/or reinstall traffic or street signs as may be necessary.

13. Filming Activities and Relationship to Police/Fire/Ambulance

- i) Appropriate Pay Duty Police Officers are required for the detonation of pyrotechnic special effects. A blast analysis may be required and additional time is needed to arrange for this activity. Qualified Emergency Medical Services personnel (paramedics) shall be on site during the filming of dangerous situations such as special effects, stunts, and/or detonation of pyrotechnics, as determined by the Cavan Monaghan Municipal Staff.
- ii) The Cavan Monaghan Municipal Staff must be advised in advance in writing when the use of flammable liquids/materials is being planned.
- iii) Pay Duty Police Officers are required as determined by the Cavan Monaghan Municipal Staff for such things as permit compliance, intermittent traffic stoppages and traffic control and/or when required to direct pedestrian or vehicular traffic including those instances involving Township Parks/Properties. A copy of the permit is to be supplied to the Pay Duty Officer on duty. All costs associated with these requirements are the expense of the applicant.

14. Clean-up

Production crews must clean the location at the end of the day with a minimum amount of noise and disruption and ensure that the area is returned to its original condition, unless otherwise approved by the Cavan Monaghan Municipal Staff or other arrangements are made with an operating Department of the Township and noted on the permit, in which case the production company will be billed accordingly. Materials and debris are not to be washed into catch basins.

15. Conduct

It is the responsibility of the production company to ensure that their staff operate in a safe and professional manner in the course of their duties and adhere to the Township of Cavan Monaghan Code of Conduct for Cast and Crew.

16. Insurance

All companies filming in the Township of Cavan Monaghan, must present to the Clerk, prior to permit issuance, a certificate of comprehensive general liability insurance in the amount of \$5 Million per occurrence or such higher limits as the Township of Cavan Monaghan reasonably requires depending on the nature of filming and all such policies shall add the Township of Cavan Monaghan as an additional insured and shall contain a cross liability clause, a severability of interests

clause and shall not call into contribution any other insurance available to the Township of Cavan Monaghan. In addition, such policies may not be cancelled or amended without the prior written consent of the Township of Cavan Monaghan via the Cavan Monaghan Municipal Staff.

17. Expenses

The production company is responsible for all out-of-pocket expenses related to the use of Township roads, properties, parks or equipment and shall be given an estimate of these costs prior to permitting. Once filming begins or is about to begin, if there are any changes to these arrangements, the Production Company is to be notified immediately. Whenever expenses are anticipated, the Production Company will be required to issue a purchase order number to the Township to cover these costs and may also be asked to pay in advance.

18. Security Deposit

Where deemed necessary by the appropriate Township Department/Agency, a certified security deposit shall be required prior to the issuance of a film permit as stipulated on the permit and this deposit shall not be returned until all invoices, charges and claims have been cleared.

19. Safety

- i) Interior safety signs in buildings must not be covered, (e.g., fire exit signs) unless expressly agreed to by the property manager.
- ii) All production companies must adhere to the Ontario Ministry of Labour's **Safety Guidelines for the Film & Television Industry in Ontario, 5th Edition – June 2009**, and
- iii) The Ontario Ministry of Transportation's **Manual of Uniform Traffic Control Devices for Temporary Work Sites**. This information is available from the respective Ministries.

20. Restrictions

- i) There may be sensitive areas and/or properties in the Township of Cavan Monaghan in which filming may be restricted.
- ii) Filming on controlled access highways requires special consideration.
- iii) Decisions about the nature and extent of filming in or around a heritage property will be negotiated on a case-by-case basis with the appropriate municipal heritage officials.
- iv) The Cavan Monaghan Municipal Staff reserves the right to refuse to issue a permit to a Production Company or individual that has failed in the past, to adhere to these guidelines.

Fax to: (705) 932-3458	Date of Application:
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Location Filming Permit Application

(705) 932-2929

New Application Revised Request

Film Company:	Production Type:
Address:	Phone Number:
Location Manager:	Cell Number:
Project Title:	Fax Number:
Episode Number if a TV Series:	Number of Production Vehicles:

Film Location:	From date and time to
Location of Production Vehicles:	From date and time to

Special Instructions: Provide a brief description of scene. Attach sketch when necessary		
<input type="checkbox"/> Camera/dolly track/equip on N/S/E/W of sidewalk and/or curb lane		
<input type="checkbox"/> Picture vehicle () pull up/pull away/pass-by shots on Street(s) under PDO supervision		
<input type="checkbox"/> Travelling shot with normal traffic flow on ... <input type="checkbox"/> Camera in car <input type="checkbox"/> Involving tow rig		
<input type="checkbox"/> Intermittent traffic stoppages on... under PDO supervision		
<input type="checkbox"/> SPFX gunfire (blanks/squibs/) under ETF/EDU supervision		
<input type="checkbox"/> All delivery/business/pedestrian/traffic/and emergency vehicle accesses to be maintained		
<input type="checkbox"/> Bag meters		
<input type="checkbox"/> Number of cast and crew (if filming in a Township of Cavan Monaghan park) =		
<input type="checkbox"/> Residents/Businesses to be notified (Please attach your letter of notification)	C P W B	Ward:

Insurance Documentation

Prior to issuing a Location Filming Permit the following documentation must be submitted to the Clerk's Office:

1. A certificate of insurance is needed with the following requirements appearing on the certificate:

- a) **General Comprehensive Public Liability** in the amount of five million dollars (\$5,000,000.00).
- b) **The Township of Cavan Monaghan** named as an additional insured.
- c) **A Cross Liability / Severability of Interest Clause** which is defined as follows:

The Insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by the policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

2. A script.

3. A shooting schedule.

4. A cast and crew list.

The following insurance requirements shall be submitted to the Township of Cavan Monaghan:

1. **General comprehensive public liability** in the amount of five million dollars.
(\$5,000,000.00)
2. **The Township of Cavan Monaghan** named as an additional insured.
3. **A Cross Liability Clause.**

Province of Ontario

If you are filming on provincially owned property, then **Her Majesty the Queen in Right of Ontario as represented by the Chair of the Ontario Realty Corporation** must be named as an additional insured. The Province requires general comprehensive public liability in the amount of ten million dollars (\$10,000,000.00).

Contact any Location Consultant at the Ontario Film Development Corporation at (416) 314-6858 to determine contacts at the Ministry of Government Services.

Code of Conduct for Cast and Crew

Film and television **productions are all** guests in residential and commercial areas and shall treat all locations, as well as the members of the public, with courtesy. It is the responsibility of each production company to ensure that cast and crew comply with this Code of Conduct. Please observe the following and act accordingly.

To the Public

If you find this production company is not adhering to this Code of Conduct, please call the Township of Cavan Monaghan Municipal Office at (705) 932-2929, Fax. No.: (705) 932-3458; E-Mail: services@cavanmonaghan.net Monday to Friday between 8:30 a.m. and 4:30 p.m. or:

_____ of _____
Production Manager **Title of Production**

at _____
Telephone Number

1. When filming in a neighbourhood or business district, proper notification (at least two working days notice) is to be provided to each merchant or resident directly affected by filming activity (this includes parking, base camps and meal areas). The filming notice shall include:

- name of production company, title of production
- kind of production (e. g. feature film, movie of the week, TV pilot, etc.)
- type, duration, and description of activity (i.e. times, dates and number of days, including prep and strike
- company contact _____,

Location Manager

Location Assistant

The Code of Conduct shall be attached to every filming notification, which is distributed in the neighbourhood or business district.

2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated on the permit. Production vehicles shall park one by one, turning off engines as soon as possible. Cast and crew vehicles are not covered by the location filming permit and shall observe designated parking areas noted by location managers. This shall appear on the call sheet map. Filming only takes place between 7:00 a.m. and 11:00 p.m. unless residents are surveyed and a majority have given their approval (written approval where possible, name and address noted if home owner/tenant, business owner has no objection but does not wish to sign)
3. Moving or towing of any vehicle is prohibited without the express permission of the owner of the vehicle.
4. Production vehicles shall not block, or park in, driveways without the express permission of the driveway owner.
5. Pedestrian traffic is not to be obstructed at any time. All cables and similar items to be channeled.
6. Do not trespass on residents' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
7. No alcoholic beverages permitted at any time on any set or location.
8. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal. All napkins, plates, and coffee cups used in the course of the workday shall be disposed of in the proper receptacles. All catering, crafts service, construction, strike and personal trash must be removed from the location, ensuring that all locations are returned to their original condition.
9. Observe designated smoking areas and always extinguish cigarettes in appropriate containers.
10. Removing, trimming and/or cutting of vegetation or trees are prohibited unless approved by the relevant municipal authority (existing Township by-laws) or property owner.
11. Film crew shall not remove Township street signs. This must be done by Township Roads Services staff. Contact the Director of Roads and Environmental Services to arrange for this service.

12. Every member of the cast and crew shall keep noise levels as low as possible at all times. Cast and crew will refrain from the use of lewd or improper language.
13. Film company employees shall wear appropriate clothing while on location (i.e., T-shirts with offensive slogans or logos are not acceptable).
14. Crew members shall not display signs, posters, or pictures on vehicles that members of the public may find offensive or objectionable (i.e., material containing vulgar language or sexual content).
15. Every member of the crew shall wear a production pass (badge) when required by the location.
16. The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.
17. It is up to the Film Company to make alternate parking arrangements for residents in possession of a valid street parking permit for that area whose vehicles are displaced by the filming activity. Relocating vehicles by towing to accommodate filming or parking will not be permitted.
18. The company will comply at all times with the provisions of the filming permit which includes adherence to the Township of Cavan Monaghan By-law regarding location filming and the Guidelines for Filming in the Township of Cavan Monaghan. A copy of the filming permit shall be on location at all times with the location department.

The Production Company appreciates your cooperation and assistance in upholding the Code of Conduct. Failure to comply with this Code of Conduct can result in disciplinary action by the production company or your union, guild or association.

Pay Duty Guidelines for Police Explosive Technicians

Only officers who are qualified police explosives technicians shall do film industry pay duties involving the supervision of explosives or the use of firearms.

Police Explosive Technician Assistants (P.E.T.A.) may also do film industry pay duties involving the supervision of minor Special Effects (SFX) (squibs, sparks etc) or the use of firearms. Under no circumstances shall a P.E.T.A. do a pay duty involving the use of high explosives including detonation cord.

When arriving on set, it is the responsibility of the pay duty officer to ensure a valid permit has been issued and the production is operating within the permit parameters.

When arriving on set it is the responsibility of the pay duty officer to ensure that all pyro-

technicians have the appropriate licensing for the effect(s) to be performed.

If a pyro plan has been submitted it is the responsibility of the pay duty officer to ensure adherence to that plan.

The pay duty officer must ensure that all explosives on set are properly stored and appropriate safety measures are used.

All set up and rigging of SFX must be thoroughly checked by the pay duty officer. Any safety concerns must be brought to the attention of the SFX pyro-technician. Appropriate safety equipment and safe distances must be maintained during rigging of the effect. Use of portable radios near electric initiation devices must be closely monitored and prevented if it becomes a safety issue.

If a safety issue arises and the SFX pyro-technician refuses to address your concerns he/she should be cautioned regarding the repercussions of both criminal and civil liability. Further, your concerns should be brought to the attention of the 1st A.D. and the on set safety officer or union rep.

The pay duty officer must be satisfied that the gun handler has all the appropriate permits and licences for any weapons he/she brings on set.

All firearms and ammunition must be checked by the pay duty officer prior to being used on set. Improper use of weapons on set must be addressed immediately by the pay duty officer.

When a firearm is being used in a shot the cast and crew must use all necessary protective equipment.

Prior to gunfire or explosions the police radio room must be notified. In the case of an explosion all appropriate Emergency Services must also be notified.

The pay duty officer must ensure that adequate safety equipment and/or personnel are on set to handle any emergency situation arising from the use of firearms, explosives or pyrotechnics on set.

If an accident occurs on set, the pay duty officer shall ensure that prompt medical attention is provided.

If there is personal injury or property damage resulting from the use of firearms, pyrotechnics or explosives the scene should be treated as a crime scene. The on-call explosive technician must be notified and will attend if the circumstances dictate. For all serious injuries or fatalities the O.I.C. of the explosive section must be notified.

If criminal charges are warranted the divisional C.I.B. should be connected and requested to attend the scene.

A full investigation must be completed in addition to any other reports outlining the details of the occurrence and submitted to the Unit Commander ETF. An Incident report must be submitted and the appropriate agencies notified for any on set accident.

It is strongly recommended that when on set you are readily recognisable as a police officer.

Special Effects/Pyrotechnics

In order to expedite the process of your location filming permit application, please provide the Township of Cavan Monaghan Municipal Staff with:

Your location filming permit application and this special effects information form outlining:

- location
- time that the effect will be taking place
- name of special effects coordinator
- placement of charges
- materials to be used (i.e. what explosives and flammable liquids are being used)
- if compressed air is involved

Special Effects (SFX) Information Form	
Project Title:	Phone:
Production Company:	
SFX Supervisor:	Phone:
SFX Location Rep:	On Site Contact No:
Film Location:	
Date(s) of Filming:	
Time(s) of SFX Work:	
Brief Description of effect:	
Materials used, including quantities:	

Please attach a site plan

Helicopter Filming

Arrangements must be made for helicopter filming involving landings, take-offs and/or flying at altitudes less than 1,000 feet in the Township of Cavan Monaghan.

1. The Helicopter Company should take out insurance with the following requirements appearing on the certificate:
 - a) General Comprehensive Public Liability in the amount of ten million.
(\$10,000,000.00).
 - b) The Township of Cavan Monaghan and the Film Company are to be named as additional insured.
 - c) A Cross Liability / Severability of Interest Clause.
2. The Helicopter Company conducting the flight is responsible for making the necessary arrangements with Transport Canada for flights in accordance with the altitudes and distances required by the Canadian Aviation Regulations (CARs).
3. Transport Canada will conduct a site inspection of the film location and advise the Township of Cavan Monaghan Municipal Staff of its suitability.
4. The Township of Cavan Monaghan Municipal Staff will advise by letter Transport Canada and the Helicopter Company that Township of Cavan Monaghan permission has been granted for any low altitude flight.
5. Transport Canada will charge the air carrier a fee for application submission as outlined in the Civil Aviation Regulatory Fees, Air Operations Schedule VIII for Commercial Air Services. The fee will be charged when the application is submitted and will be charged whether the authorization is granted or denied. The air carrier will charge this fee back to the Production Company.

Transport Canada requires two weeks notice prior to filming.

Transport Canada
Air Carrier Section (Rotorcraft Division)
4900 Yonge Street, Suite 300
Willowdale, Ontario
M2N 6A5

Phone: (416) 952-0011
Fax: (416) 952-0050

Location Filming Requirements Checklist

Movie Title: _____

Filming Date(s): _____

Requirement	Received	Date
Location Filming Permit Application		
Certified security deposit		
Comprehensive General Liability Insurance: <ul style="list-style-type: none"> • For \$5 million • "Township" must be named as an additional insured • Cross-Liability clause • Severability of Interests clause 		
Completed "Code of Conduct" form for cast and crew		
Special Effects/Pyrotechnics Information form		
Script		
Shooting Schedule		
Cast & Crew List		
Other:		
Notes:		

This Agreement dated the _____ day of _____, 20__.

Between:

The Township of Cavan Monaghan
(hereinafter called the “Township”)

of the first part

- and -

Whereas By-law 2001-44 of the Township of Cavan Monaghan, Being a By-law to Regulate the Use of Township Property for Location Filming, requires permit applicants to enter into agreements prior to the issuance of filming permits;

And Whereas _____ has applied for a
Location Filming Permit;

Now Therefore the Council of the Township of Cavan Monaghan and
_____ agree as follows:

1. Obligations of the Township

- (a) The Township will issue a permit to the Applicant upon the Applicant providing the documents and security deposits set out herein.
- (b) The Township will not revoke, alter or terminate the permit after its issuance, while the Applicant complies with the terms of this agreement, Township By-laws including By-law 2001-44, current guidelines and any applicable Federal or Provincial Statute and Regulations.
- (c) The Township will release all or parts thereof of the security deposit upon the completion of works constructed by _____ to the satisfaction of the Township or upon the satisfactory return of any Township property, by _____

_____, to the state that existed prior to the beginning of filming.

The Township, in releasing any component of the security deposit, may rely upon the work cost estimates contained in Schedule D, attached hereto.

- (d) The Township will be responsible for obtaining and issuing building permits for any such works listed in Schedule D subject to the Obligations of the Applicant set out in paragraph 3(c) herein.

2. General Obligations of the Applicant

- (a) The Applicant will comply with the terms of this agreement, Township By-laws including By-law 2001-44, current guidelines and any applicable Federal or Provincial Statute and Regulations;
- (b) The Applicant will indemnify and save harmless the Township from any claim, damage, or loss whatsoever and pay all legal fees reasonably incurred by the Township arising from the issuance of the permit and/or the use of any property, including the Township's property, within the Township's boundaries;
- (c) The applicant will maintain comprehensive liability insurance in the amount of Five Million Canadian Dollars (5,000,000.00) during all times that the permit is in effect, and such insurance shall provide:
 - i. that the township is named insured;
 - ii. a cross liability/severability clause;
 - iii. that there shall be no cancellation or alteration of the insurance policy without the consent of the Township;
- (d) The applicant, its employees, servants, agents, representative, and volunteers will comply with the Code of Conduct for Cast and Crew, which Code is attached hereto as Schedule C;
- (e) The applicant will provide and maintain a security deposit in the amount of Ten Thousand Canadian Dollars (\$10,000.00) for construction, alteration, modifications, and/or restorations to Township facilities and property;
- (f) The applicant will obtain the necessary road closure authorizations from the County of Peterborough and/or the Township of Cavan Monaghan.
- (g) The applicant will ensure that all persons working on the location are subject to a Health and Safety Program and are insured for workplace injuries.

3. Obligation of Applicant Regarding Construction, Alteration, Modification and Restoration of Township Facilities and Property

- (a) The Applicant will construct, alter, modify and restore Township facilities and Township property as listed in Schedule D attached hereto. Such construction alteration, modifications and restorations shall occur at the Applicant's expense and all such construction alteration, modifications and restorations shall be completed to the standards, specifications and requirements of the Township and all applicable government agencies.
- (b) The Applicant agrees to undertake construction, alteration, modifications and restorations in a good and workmanlike manner and in conformity with the terms of this Agreement.
- (c) The Applicant agrees to provide any necessary information, plans and drawings for construction, alteration, modification or restoration as required by the Township.

4. Documents and Deposits to be Received by Township Prior to The Execution of this Agreement by the Township

The Applicant shall provide the following prior to the execution of this agreement by the Township:

- (a) An executed indemnification and release in the form attached hereto in Schedule A.
- (b) A Certificate of Insurance, which satisfies the requirements of section 2(c) and satisfactory to the **Chief Administrative Officer** of the Township;
- (c) An executed copy of the Code of Conduct as attached hereto in Schedule B;
- (d) A certified cheque for \$10,000.00 issued by a chartered bank in the form attached hereto as Schedule C;
- (e) A road closure permit issued by the County of Peterborough for the County Roads upon which location filming will occur;
- (f) A cast and crew list;
- (g) A filming schedule;
- (h) A production vehicle list;
- (i) A certificate confirming the existence of workplace health insurance.

5. Interpretation and Administration

- (a) All covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.
- (b) All covenants, liabilities and obligations entered into and imposed hereunder upon the Owner, shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.
- (c) The Applicant shall, from time to time as required by the Township, provide confirmation that all premiums on such policy or policies of insurance, as required herein, have been paid, and that the insurance is in full force and effect.
- (d) The issuance of the required policy of insurance shall not be constructed as relieving the Applicant from responsibility for other or larger claims, if any and for which it may be held responsible.
- (e) If, as a result of any work undertaken or not completed by the Applicant, its servants, or agents, there exists in the opinion of the Township an emergency situation which requires immediate attention to avoid damage to private or public property, or services owned by the Municipality, such work may be done immediately by the Township at the expense of the Applicant, but notice shall be given to the Applicant at the earliest possible time. Securities held by the Township may be applied toward the costs incurred by the Township in the completion of such work.

6. Security

- (a) Letter of Credit or Security

Any Letter of Credit or security filed with the Township is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and security received by the Township may be used as security for any item or any other matter, which under the terms of this Agreement is the responsibility of the Applicant.

- (b) Default

If, in the event of default of the Applicant under any of the provisions of this Agreement, it becomes necessary for the Township to realize on its security or deposits, then the Township (its servants, agents or sub-contractors) shall, if the Township so elects have the right and privilege at all times to enter upon the lands described in Schedule A for the purpose of repairing

or completing any work or services required to be completed by the Applicant under this Agreement.

(c) Exceeding Cost Estimates

If the costs of completing such work or service, exceed the amount of security held by the Township, such excess shall be paid by the Applicant to the Township 30 days after invoicing by the Township. All overdue accounts shall bear interest at the rate of 12% per annum.

(d) The Construction Lien Act, R.S.O. 1990

If the Township becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the Construction Lien Act, R.S.O. 1990 c. C. 30, this will constitute a default and entitle the Township to realize upon its security.

(e) Notice to Applicant

The Township covenants and agrees that, if in the event of default of the Applicant under any of the provisions of this Agreement, it becomes necessary for the Township to realize upon its security or deposits, the Township shall give the Applicant five (5) days prior notice in writing of its intention to realize upon the security or deposits. In the event that the Applicant fails to cure any default within the said five (5) day notice period, the Township shall be entitled to realize upon its security or deposits without further notice to the applicant in accordance with the provisions of this Agreement.

(f) Other Remedies for Default

The rights of the Township pursuant to this paragraph are in addition to any other rights, which the Township may have at law for default by the Applicant under this Agreement.

(g) Letter of Credit Surplus

In the event that the Township cashes a Letter of Credit to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

7. Application for Reduction of Letters of Credit

Upon completion of construction, alteration, modifications, and restoration required in Schedule D the Applicant shall take the following procedures before any reduction is made in the Letter of Credit:

(a) Letter of Application

The Applicant shall file a letter of application with the Township;

(b) Calculation of Lien Holdback

There shall be a calculation as to the amount to holdback under the Construction Lien Act (10% of the construction cost);

(c) Workplace Safety & Insurance Certificate

There shall be filed with the Municipality a certificate from The Workplace Safety & Insurance Board pursuant to the provisions of the Workplace Safety & Insurance Act confirming that Contractors has remitted all payments required under the Act;

(d) Declaration as to Accounts

There shall be filed with the Municipality a Statutory Declaration that all accounts for labour, equipment, materials and plant payable in connection with the construction, installation and maintenance of the said services, have been paid in full;

(e) Construction Liens

There shall be a search to determine that no Construction Liens have been filed or registered which affect the Township.

This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators and assigns.

In Witness Whereof the parties hereto have executed this Agreement on the following dates:

By the Township on the _____ day of _____, 20__.

The Township Of Cavan Monaghan

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/we have authority to bind the agreement.

By _____ on the _____ day of _____, 20__.

Per: _____

Name: _____

Per: _____

Name: _____

I/we have authority to bind the agreement.

Schedule "A"

This is Schedule "A" to the Agreement between the Township of Cavan Monaghan and _____.

Indemnity and Release

To: The Township of Cavan Monaghan in consideration of the granting of a location filming permit for " _____ " within the Township. We hereby forever release the Township of Cavan Monaghan, its employees, **servants**, agents, and representatives from any **and** all claims arising from the production and filming of " _____ ".

We agree to protect, hold harmless and indemnify the Township of Cavan Monaghan, its employees, **servants**, agents, and representatives against all losses, damages claims, **demands** and actions arising directly or indirectly in any matter whatsoever in connection with the function or activity and shall pay all costs, expenses with such claim or litigation.

We further agree to assume full financial liability for any damage or loss to the permitted facilities, furniture and equipment when caused by negligent or abusive treatment.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/we have authority to bind the Corporation.

Schedule "B"

This is Schedule "B" to the Agreement between the Township of Cavan Monaghan and _____.

Code of Conduct for Cast and Crew

Film and television **productions are all** guests in residential and commercial areas and shall treat all locations, as well as the members of the public, with courtesy. It is the responsibility of each production company to ensure that cast and crew comply with this Code of Conduct. Please observe the following and act accordingly.

To the Public

If you find this production company is not adhering to this Code of Conduct, please call the Township of Cavan Monaghan Municipal Office at (705) 932-2929, Fax. No.: (705) 932-3458; E-Mail: services@cavanmonaghan.net Monday to Friday between 8:30 a.m. and 4:30 p.m. or:

_____ of _____
Production Manager **Title of Production**

at _____
Telephone Number

When filming in a neighbourhood or business district, proper notification (at least two working days notice) is to be provided to each merchant or resident directly affected by filming activity (this includes parking, base camps and meal areas). The filming notice shall include:

- name of production company, title of production
- kind of production (e. g. feature film, movie of the week, TV pilot, etc.)
- type, duration, and description of activity (i.e. times, dates and number of days, including prep and strike
- company contact _____,

Location Manager

Location Assistant

The Code of Conduct shall be attached to every filming notification, which is distributed in the neighbourhood or business district.

Production vehicles arriving on location in or near a residential neighborhood shall

not enter the area before the time stipulated on the permit. Production vehicles shall park one by one, turning off engines as soon as possible. Cast and crew vehicles are not covered by the location filming permit and shall observe designated parking areas noted by location managers. This shall appear on the call sheet map. Filming only takes place between 7:00 a.m. and 11:00 p.m. unless residents are surveyed and a majority have given their approval (written approval where possible, name and address noted if home owner/tenant, business owner has no objection but does not wish to sign)

Moving or towing of any vehicle is prohibited without the express permission of the owner of the vehicle.

Production vehicles shall not block, or park in, driveways without the express permission of the driveway owner.

Pedestrian traffic is not to be obstructed at any time. All cables and similar items to be channeled.

Do not trespass on residents' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.

No alcoholic beverages permitted at any time on any set or location.

Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal. All napkins, plates, and coffee cups used in the course of the workday shall be disposed of in the proper receptacles. All catering, crafts service, construction, strike and personal trash must be removed from the location, ensuring that all locations are returned to their original condition.

Observe designated smoking areas and always extinguish cigarettes in appropriate containers.

Removing, trimming and/or cutting of vegetation or trees are prohibited unless approved by the relevant municipal authority (existing Township by-laws) or property owner.

Film crew shall not remove Township street signs. This must be done by Township Roads Services staff. Contact the Director of Roads and Environmental Services to arrange for this service.

Every member of the cast and crew shall keep noise levels as low as possible at all times. Cast and crew will refrain from the use of lewd or improper language.

Film company employees shall wear appropriate clothing while on location (i.e., T-

shirts with offensive slogans or logos are not acceptable).

Crew members shall not display signs, posters, or pictures on vehicles that members of the public may find offensive or objectionable (i.e., material containing vulgar language or sexual content).

Every member of the crew shall wear a production pass (badge) when required by the location.

The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.

It is up to the Film Company to make alternate parking arrangements for residents in possession of a valid street parking permit for that area whose vehicles are displaced by the filming activity. Relocating vehicles by towing to accommodate filming or parking will not be permitted.

The company will comply at all times with the provisions of the filming permit which includes adherence to the Township of Cavan Monaghan By-law regarding location filming and the Guidelines for Filming in the Township of Cavan Monaghan. A copy of the filming permit shall be on location at all times with the location department.

The Production Company appreciates your cooperation and assistance in upholding the Code of Conduct. Failure to comply with this Code of Conduct can result in disciplinary action by the production company or your union, guild or association.

Schedule "C"

This is Schedule "C" to the Agreement between the Township of Cavan Monaghan and _____.

Letter of Credit Form

Schedule “D”

This is Schedule “D” to the Agreement between the Township of Cavan Monaghan and _____.

List of Works to be completed by Applicant

**Township of Cavan Monaghan
By-Law Number 2001- 44**

Being a By-Law To Regulate the Use of Township Property for Location Filming

WHEREAS the Council of the Township of Cavan Monaghan deems it necessary to require permits for location filming in the Township of Cavan Monaghan and to regulate the use of highways, properties and parks under its jurisdiction for purposes of location filming;

The Council of the Township of Cavan Monaghan HEREBY ENACTS as follows:

1. In this By-law:

- a) “Chief Administrative Officer” means the Chief Administrative Officer for the Township of Cavan Monaghan or his or her designate unless otherwise stated.
- b) “Filming” means the activities required for the preparation or production of film for cinematographer purposes outside a studio or film laboratory and includes the production of commercials and videos, but does not include current affairs, news casts, street interviews or home movies.
- c) “Guidelines” mean the Guidelines for Filming in the Township of Cavan Monaghan.
- d) “Highway” means any public highway, road or street under the jurisdiction of the Township and shall include any bridge, sidewalk, boulevard, median, lane, alley, square or thoroughfare.
- e) “Park” means land and land covered by water and all portions thereof owned by or made available by lease, agreement, or otherwise to the Township that is or hereafter may be established, dedicated, set apart or made available for use as public open space or golf course, and that has been or hereafter may be placed under the jurisdiction of the Chief Administrative Officer including any and all buildings, structures, facilities, erections, and improvements located in or on such land, save and except where such land is governed by other by-laws of the Township.
- f) “Permit” means any permit issued in accordance with the provisions of this By-law.
- g) “Property” means any real property owned, leased or under the control or jurisdiction of the Township.

2. No person shall occupy any portion of a highway, property or park under the jurisdiction of the Township of Cavan Monaghan for filming purposes except in accordance with a valid permit issued pursuant to this by-law.

3. Any person desiring to occupy a portion of a highway, property or park for filming purposes shall apply for a permit to the Chief Administrative Officer in accordance with the "Guidelines for Filming in the Township of Cavan Monaghan" (hereinafter called the "Guidelines").
4. (1) The Chief Administrative Officer through the Clerk shall issue the permit for the period specified in the permit subject to the applicant for the permit entering into an agreement:
 - a) To comply with this By-law, the Guidelines, the Township of Cavan Monaghan Code of Conduct for Cast and Crew, and any other By-laws of the Township.
 - b) To indemnify and save harmless the Township of Cavan Monaghan from any action, claim, damage or loss whatsoever and pay legal fees reasonably incurred by the Township of Cavan Monaghan arising from the issuance of the permit or the use of the highway, property or park.
 - c) To provide a certificate of insurance in accordance with the Guidelines and in a form satisfactory to the Clerk.
 - d) To provide a security deposit, where deemed necessary, in an amount satisfactory to the Chief Administrative Officer to ensure that the highway, property or park is restored to the condition it was in prior to its occupation or use.
- (2) If an applicant fails to comply with the provisions of this By-law, the Guidelines, and the Code of Conduct for Cast and Crew, any agreement entered into pursuant to this By-law or any permit issued pursuant to this By-law, the Chief Administrative Officer may revoke or suspend the permit forthwith without notice.
5. Where the Chief Administrative Officer revokes, suspends or refuses to approve the issuance of a permit, the applicant may request that the matter be referred to Municipal Council for its determination.
6. Despite any other By-law of the Township, where a permit has been issued under Section 4 or 5, the holder of it may use the highway, property or park or part of it named in the permit for the purposes and during the period specified in the permit, upon the terms and conditions set out in the permit and as contained in the agreement made under Section 4 or 5.
7. The Director of Roads and Environmental Services or his or her designate may authorize the temporary closure of a highway, or portion of it during the period specified in the permit issued under Section 4 or 5 and where a highway or portion of it has been temporarily closed under this subsection or pursuant to any other by-law of the Township, no person shall use the highway or portion of it during the period of closure except for pedestrian traffic or under the authority of the permit.

8. Any person who contravenes any provision of the By-law is guilty of an offence and on conviction is liable to a fine in such amount provided for by the Provincial Offences Act, R.S.O. 1990. c. P.33 as may be amended from time to time.

Read a first, second and third time and passing in Open Council this _____ day of _____ 2001.

Reeve

Clerk

A signed copy of this By-law may be obtained at the Cavan Monaghan Municipal Office.

988 County Rd. 10
Millbrook, ON
L0A 1G0