

Report

Report No. OCS 2019-17	To: Council	Prepared By: Shawn Binns
Meeting Date: June 12, 2019	Subject: 2019 Burl's Creek, Special Events – Rolling Stones, Big Sky Music Festival and Boots and Hearts	Motion # _____
Roll #:		R.M.S. File #:

Recommendation(s):	Requires Action <input checked="" type="checkbox"/>	For Information Only <input type="checkbox"/>
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It is recommended:

1. That Report OCS 2019-17 be received and adopted.
2. That staff proceed as directed by Council to prepare the draft 2019 Memorandum of Understanding with Burl's Creek Event Grounds.
3. That the draft memorandum of understanding be brought forward for Council's approval at its meeting of June 19, 2019.
4. That Council approve the issuance of Special Event Permits for the Rolling Stones, Big Sky Music Festival and the Boots and Hearts Music Festival conditional upon the receipt of the necessary approvals and documentation required by the Township's Special Event Bylaw, including the 2019 Memorandum of Understanding.

Background:

Burl's Creek Event Grounds will be hosting three musical events in 2019, notably:

- Rolling Stones** – Saturday, June 29 with camping June 29 to 30
- Big Sky Music Festival** – Saturday, July 20 with camping Friday July 19 and 20.
- Boots and Hearts** – Wednesday, August 7 – Monday, August 12

The Township's Special Event Bylaw (2015-123 as amended) licenses various types of special events through the issuance of special event permits. Organizers of events requiring a special event permit must develop operations plans outlining specific plans for:

- | | |
|-------------------------------|----------------------|
| Site Layout | Emergency Management |
| Food and Beverage | Traffic Management |
| Building and Structural Plans | Fire Safety |
| Security | Waste Management |
| Community Impact | |

The By-law ensures that the components of the plans satisfy the requirements of a number of governing authorities.

For events where attendance is anticipated to exceed 10,000 people, a decision to issue a special event permit is required by Council.

Given the anticipated attendance of the Rolling Stones and Boots and Hearts Festival, a decision of Council is required to issue this special event permit.

Although the *Big Sky Music Festival* event is anticipated to have an attendance of less than 10,000 people per event, the current language in the Township's Noise and Special Events Bylaws and the lack of long-term site specific parameters for sound management at Burl's Creek requires that sound be addressed through a Memorandum of Understanding requiring execution by Council.

In addition to these events organized and promoted by Burl's Creek Event Grounds / Republic Live, the property will be the site of other special events such as the Spring and Fall Barrie Automotive Flea Market which will be addressed through separate permits in accordance with the Township's Special Event Bylaw.

Analysis:

Boots and Hearts

The operations plan for Boots and Hearts is similar to the event plans from prior year's events with minor modifications to reflect changes to the event and improvements from prior year experience. In 2019, attendance of 25,000 – 30,000 people is expected (consistent with 2018).

The 2019 plan has satisfied the requirements of the Bylaw with the exception of food licensing and building/structures, which are issued at the time of the event and are a condition of permit.

Notable components of the operations plan:

Traffic

The Ministry of Transportation is currently completing work on the bridge structures (overpasses) at Lines 3, 7 and 11 reducing the overpasses to a single lane of traffic. As part of the traffic plan, the Ontario Provincial Police will take control of the management of traffic at the Line 7 overpass during the festival times to mitigate any potential issues that may arise from this project and to ensure the free flow of traffic during ingress and egress.

To facilitate the transportation plan and event production load in, access to Line 8 will be restricted during the festival from Gate 8b to 8K.

Data from previous festivals and the planned attendance for 2019 was used to estimate 2019 traffic volumes. The arrival flow of general admission traffic is estimated to peak at approximately 500 vehicles per hour on Wednesday and 400 vehicles per hour on Thursday. The tollbooth system has been developed accordingly and is expected to keep up with the arrival demand, thereby minimizing queuing on Line 7. However, based on experience, there are a number of variables that can affect traffic flow and queues should be expected and will be managed according to established traffic plans.

The Boots & Hearts event has a significant number of Recreational Vehicles (RV's) attending the event. Accordingly, Line 9 southbound may experience some minor congestion on Wednesday load in, however, with no general admission traffic camping in the east campgrounds, queuing is expected to be maintained on site.

During the evenings (5:00PM to 8:00PM) and night (11:00PM to 1:00AM) of each concert day some congestion and relatively minor queuing is expected on Line 7 as shuttles and relatives/friends drop off and pick up during this peak time.

Peak egress from the site will occur Sunday evening and Monday morning. Queuing on local roads will be minimal as vehicles will be queued on site, however heavy traffic volumes should be anticipated.

Emergency/Security Plans

Extensive plans are in place for various types of possible emergencies. The plans have been reviewed and approved with coordination occurring between emergency service authorities.

Policing/public safety requirements have been established by the Ontario Provincial Police and will be addressed on a paid duty basis by Burl's Creek.

Sound Management

Since 2015, the Township has been working with sound consultants and Burl's Creek to continue to refine the sound management program. This program, and specifically the monitoring locations and maximum sound levels have been modified every year in attempt to balance both the needs of the community and Burls Creek. The following provides an overview of sound management for 2019:

- Sound will be managed through a Memorandum of Understanding with Burl's Creek;
- Sound levels and monitoring locations have been reviewed and recommended by the Township's acoustical consultant based on their previous reviews and assessments, specifically:
 - Sound will be measured at front of house (consistent with 2018) which provides for more accurate measurement and control for the management of amplified sound from the source (Burls Creek);
 - Sound levels are recommended to be consistent with the levels approved by Council in 2018, specifically:

- (i) August 8th through until August 11th, 2019, from 1:00 pm to 11:30 pm sound will be limited to 105 dBA with a 15-minute grace period;
- (ii) August 8th through until August 10th, 2019, from 11:30 pm to 1:00 am sound will be limited to 95 dBA with a 5-minute grace period;
- o Consistent with 2018, amplified sound will conclude at 1:00am.

Rolling Stones

The operations plan for the Rolling Stones is similar to the event plans for large-scale festivals. As this event has an anticipated attendance of 50,000 people, the plans have been scaled according to anticipated attendance. There are few notable differences and considerations:

Traffic

The traffic plans follow the traffic plans used for festivals and prepared by Creighton Manning and CC Tatham Engineering and approved by the Ontario Provincial Police, Emergency Services and Road Authorities.

The event specific traffic plan will follow the same plans used for festivals and adapted to account for anticipated volume increases and peaks demand times associated with a single day event. In summary:

- Primary routing will be Hwy. 11 to Lines 9 and 7. Ridge Road from Lines 9 to 5 may be used if traffic volumes and conditions require an alternate phase of the plan to be implemented.
- Similar to Boots and Hearts – the Ontario Provincial Police will take full control of traffic management at the Line 7 overpasses.
- Plans include provisions for multi-modal transportation to reduce number of cars coming to the venue–shuttles, car sharing, transit options available.
- Parking fees have been set to encourage car pooling and alternate means of transportation. Difference in pre-purchase parking price vs. gate price will assist in validating forecasted volumes while allowing quicker processing into the event grounds.
- The event grounds will operate a full toll booth system through gates at Line 7 and 9 and anticipate processing 2500 vehicles per hour.
- Entertainment is being organized pre and post the Rolling Stones to assist in spreading traffic volumes.
- Ingress traffic is anticipated to peak between 2pm -6pm and 10:30pm – 1:00 am on egress.
- To facilitate the transportation plan and event production load in, access to Line 8 will be restricted during the festival from Gate 8b to 8K.

Based on the above provisions it is anticipated that queuing on Township and County Roads as well as Hwy 11 will be minimized. However, as previously noted there are number of variables that can affect traffic flow and queues should be anticipated and will be managed according to established traffic plans.

Sound Management

Similar to Boots and Hearts, the sounds levels for the Rolling Stones would be as follows:

From 1:00pm to 11:30pm 105 dBA with 15 minute grace period

Burl's Creek has requested sound levels of 100 dBA with 15 minute grace period From 11:30pm to 12:15 am for post headliner entertainment in an effort to minimize egress traffic pressures.

Township staff have monitored sound levels and community feedback emanating from the events held at Burl's Creek over the past 4 years. Sound levels have been adjusted over the past 4 years based on experience from prior year's events and input from the Township's sound consultant in an effort to balance the needs of the community and Burls Creek.

The Township's consultant has in previous discussions with Council indicated that a 5 dBA increase in the sound limits would have a noticeable impact on the surrounding community and on this basis, staff cannot recommend support for the requested increase of the sound limits after 11:30 p.m. by an additional 5dBA. Staff continue to recommend that the sound levels from 2018 be maintained for all 2019 events.

Other requirements

All other plans including emergency and security plans have been prepared and reviewed in accordance of the Township's Special Event Bylaw.

Big Sky Music Festival

As this event will be of a smaller scale (anticipated attendance of <5000), the festival plans have been modified accordingly. As previously referenced, the MOU will apply to the three events at Burl's Creek Event Grounds. Amplified sound levels for these events will be consistent with Boots and Hearts and conclude at 11:00pm.

Memorandum of Understanding

Since 2015, the Township has maintained a Memorandum of Understanding (MOU) with Burl's Creek Event Grounds. This agreement has included a number of provisions to manage the Township's risk exposure associated with the large-scale events held at the venue. Since this time, the agreement has evolved along with the risk profile. This is largely attributable to the experience of hosting these events over multiple years and the venue obtaining zoning on all of the lands used for its events. The two primary areas which remain governed under the Memorandum of Understanding are *sound* and *securities* for the recoveries of policing costs attributable to events held at Burl's Creek Event Grounds.

Sound

In accordance with the provisions of Township's Special Event Bylaw, for events with attendance of 10,000 people per day and live music/amplified sound, the appropriate level of audible sound and method of sound measurement/monitoring shall be approved by Council. As previously referenced, Burl's Creek is requesting Council consider sound levels 5 dBA higher than what has been permitted at Boot's and Hearts for a 45 minute period from 11:30pm to 12:45am. Following Council direction on sound the parameters, the MOU will identify approved 2019 sound limits and:

- Provisions for Municipal Law Enforcement to monitor sound throughout the events and observe sound levels at the sound mixing board (as required);
- Penalties of \$5,000 per exceedance.

Securities - Police

As of January 1, 2015, the OPP introduced a new billing model for the municipalities it serves across the province, pursuant to which municipalities are charged for calls for service based on the municipality's individual usage level relative to usage levels across the province. The implications for special events is that even though organizers/promoters contract OPP on a fee for service basis for policing requirements both within and outside of the event as required, the Municipality may incur a cost associated with a call for service depending on how the call was derived, the type and classification of the call, even though the call may be responded to by a paid duty officer. In 2015, when the property did not have zoning on all of the land used for special events, this was significant financial risk to the Township as all calls to lands outside of the original 92 acres zoned for special events were classified as "calls for service". To recover these potential costs, the Township has collected securities from Burl's Creek Event Grounds through the Memorandum of Understanding and reconciled annually following the events.

Based on the information provided by the OPP the Township has incurred the following historical calls for service associated with Burl's Creek Events.

2016 – 52

2017 – 44 (includes 9 calls associated with accidental 911 calls)

2018 - 79 (includes 57 calls associated with accidental 911 calls)

In 2018, the average cost per call for service was approximately \$343.

While this practice has been reflective of full cost recovery, its continuation poses a number of challenges and considerations, specifically:

The OPP have made concessions to make the detailed call for service information available to the Township to administer the MOU. This is a very time consuming process for the OPP and contrary to their standard practice. As such, the Township has been advised that should this component of the MOU continue, the OPP will no longer be able to provide this information to the Township.

The Township does not apply the requirement for cost recovery for calls for service to all special events occurring throughout the Township or for other businesses such as large-scale tourism operations. For example: The Barrie Automotive Flea Market and other large-scale special events held at other venues have not historically had this requirement. Large-scale tourism businesses such as Horseshoe Resort, Mount St Louis Moonstone and Golf Courses do not have this requirement and would presumably generate a number of calls for service such as 911 misdials, simply based on the scale of their operations. This also holds true for other emergency services such as paramedic services. Burl's Creek retains paramedic services for medical transport on a fee for service basis while other businesses with similar risk profiles such as ski or bike etc. do not. While this can be argued that this requirement is function of scale and risk, the difficulty is determining an appropriate and consistent base level of service to be provided.

It is common practice for event organizers to address policing requirements for special events through fee for service i.e. contract paid duty. However, it is not common to require recovery of administrative costs associated with calls for service.

Burl's Creek Event Grounds has requested relief from this requirement previously addressed through the MOU.

Discussion on considerations relating to securities

As discussed, the initial intent of the securities for policing was to address the risk of the Township incurring additional policing costs due to events at Burl's Creek Event Grounds while ensuring provisions for full cost recovery. Overtime, these costs have been minimized through the property having now acquired land use permissions and the refinement of policing and security plans. In reviewing the events for 2018, the costs of calls for service associated with the Burl's Creek/Republic Live Events have been approximately \$27,000 inclusive of the accidental 911 calls.

Special events are by their nature variable. Every event will have a different risk profile, and as such, will require different considerations for the management these risks. The Township's Special Event Bylaw requires event organizers to develop operations plans to not only address planned operations but to ensure plans are in place for emergency and unforeseen situations. The Bylaw provides specific discretionary provisions to retain security deposits. Section 3.8 of the Bylaw includes provisions for the Township to collect any costs from an event organizer that it occurs as a direct result of a special event. This clause provides controls to address the variability of potential circumstances associated with emergencies and unforeseen situations. Further, the Township, through the Special Event Bylaw licenses special events and should the requirements not be fulfilled it has the authority to not issue future permits and to seek additional recourse.

While large-scale special events carry a number of negative impacts such as noise and traffic on the immediate community they also provide positive economic impact and social and cultural benefits.

Options

Continue to require securities to address service requirements consistent with previous years.

Should Council consider this, the issues of equality and consistency, as well as the ability to administer the MOU provision in the absence of detailed call for service information poses a number of challenges.

While it would be recommended that Council support furthering dialogue with OPP Community Policing to review opportunities to revise administrative practices and policies regarding the administration of calls for service as they relate to special events and paid duty fee for service arrangements, this cannot be completed prior to 2019 Burl's Creek special events. Of particular concern is the classification and administration of accidental 911 dials. Given the lack of available detailed calls for service information made available, the only way to address this would be to negotiate a fixed allocation based on anticipated calls for service using 2017 and 2018 data.

Eliminate the securities requirement within the MOU

Council may also consider eliminating the requirement for cash securities for OPP calls for service. This direction would be consistent with other events (typically of smaller size, scale and risk) and would recognize the benefits garnered through these events. The challenge is that it would be difficult to establish a base level of service and when additional calls for service costs could be billed back under section 3.8 of the Bylaw, as well as how they would be billed back in the absence of details call for service information. As part of post-event review, any significant issues are identified and debriefed to review opportunities for improvement. In this review, any significant deviation in resource requirements for public services would be assessed and could be reported back for further direction.

An additional future consideration would be to work with Burl's Creek and other event organizers to consider a per ticket municipal fee which would recognize the impact of events and provide a revenue stream to both recover costs and to address other community needs such infrastructure, reinvestment in tourism, arts and culture or other.

Staff require direction from Council on both sound and securities to amend and bring forward the 2019 MOU to the June 19, 2019 Council meeting to issue the 2019 Special Event Permits.

Financial/Legal/Risk Management:

There are a number of risks associated with any large gathering. The Township's Special Event Bylaw was established to manage the Township's risks associated with Special Events. Burl's Creek Event Grounds has submitted Operations Plan in accordance with the Township's Special Event By-law and will be addressing the requirements of authorities having jurisdiction as outlined in the Bylaw.

The memorandum of understanding further outlines controls and responsibilities for financial obligations, emergency services, sound levels, indemnification, insurance and securities.

Should Council discontinue the requirement for securities through the MOU the financial impact would be approximately \$28,000 assuming similar call volumes in 2019.

The Special Event Bylaw contains controls for cost recovery as well as the authority to consider the issuance of future permits based on historical experience. The issuance of the permits will be staged on this basis as an additional control.

Policies/Legislation:

Various - as outlined in the Township's Special Event Manual and Bylaw.

Corporate Strategic Goals:

Balanced Growth

Consultations:

Chief Administrative Officer
Chief Financial Officer
Director, Development Services
Ontario Provincial Police
Fire and Emergency Services
Chief Municipal Law Enforcement Officer
Various agencies - as outlined in the Special Events Manual and Bylaw

Attachments:

2018 Memorandum of Understanding with Burl's Creek

Conclusion:

Burl's Creek Event Grounds has submitted event operations plans for 2019 events and are seeking the necessary approvals to obtain a special event permit in accordance with the Township's Special Event Bylaw.

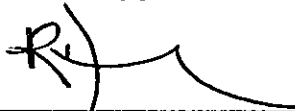
There are a number of implications and considerations regarding the continuation of the administration of cost recovery provisions for OPP billable calls for service in the 2019 Memorandum of Understanding. Further, Burl's Creek has requested adjustments to sound levels for the Rolling Stones events which requires Council's direction, A number of considerations have been outlined in order for Council to the provide direction to finalize the 2019 MOU.

Following direction from Council, staff will amend and bring forward the 2019 MOU to the June 19, 2019 Council meeting in order to issue the 2019 Special Event Permits.

Respectfully submitted:



Shawn Binns PBDM, MBA
Director, Operations and Community Services

SMT Approval / Comments:	C.A.O. Approval / Comments: 
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MEMORANDUM OF UNDERSTANDING

Between:

**THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE
(Township)**

- and -

**2440656 ONTARIO INC. ,
1350341 ONTARIO INC. ,
2437339 ONTARIO INC. &
2434219 ONTARIO INC.
(collectively Burl's Creek)**

WHEREAS:

- A. The Township and Burl's Creek understand that Burl's Creek intends to hold events on the following privately-owned properties located within the Township:
- 97 Line 7 South
 - 241 Line 7 South
 - 8 Line 8 South
 - 240 Line 8 South
 - 259 Line 8 South
 - 329 Line 9 South
 - 3231 Highway 11
- B. This MOU relates to the Barenaked Ladies, Boots and Hearts Festival, and I Love the 90's special events to be held on the lands noted above in 2018.
- C. Burl's Creek acknowledges and agrees that no event shall take place on the lands noted above unless all requirements of this Memorandum of Understanding (MOU) are met and a Special Events permit has been issued.
- D. Burl's Creek obtained a decision on July 14, 2017 from the Ontario Municipal Board (PL151011) for a temporary use by-law under s. 39 of the *Planning Act* in relation to the following properties as identified in Recital A above that is in effect until December 31, 2018.

The Township and Burl's Creek agree as follows:

1. No Events Without Compliance with Applicable Law

Burl's Creek expressly agrees that no events shall occur or be permitted to occur on any of its lands unless all applicable laws having been complied with, including, but not limited to, any zoning by-laws, licensing by-laws and all necessary permits obtained from the Township.

2. Township Not Having any General Financial Obligations

Except as expressly agreed within this MOU, Burl's Creek acknowledges and agrees that the Township shall have no responsibility, financial or otherwise, with respect to any events held or to be held at any of Burl's Creek's lands other than the services expressly specified in this MOU. Further, should the Township incur costs from agencies/bodies external to the Township, not otherwise provided for in this MOU, or for costs or damages incurred as a result of events that these costs will be the responsibility of Burl's Creek and may be drawn against the cash security deposit or invoiced accordingly. The Township shall prepare a reconciliation of all costs to be recovered under this MOU and shall submit same for review and consideration by Burl's Creek on or before September 30, 2018 (subject to receipt of information from external agencies).

3. Emergency Services

Burl's Creek agrees that:

- (a) all emergency services agreement(s) shall be in place prior to the consideration of any Special Event Permit and the holding of any event, during any event and during the clean-up of any event, including, but not limited to, the Simcoe County Emergency Medical Service, Ontario Provincial Police and the Township's Fire Department;
- (b) any services required outside of endorsed agreement(s) made with the Township's Fire Department, Simcoe County Emergency Medical Service and Ontario Provincial Police shall be invoiced at full cost recovery, including any costs associated with emergency management and responses required as a result of an emergency that is directly attributable to the specified events being held at Burl's Creek lands, and Burl's Creek agrees to reimburse the Township upon receipt of invoice;
- (c) with respect to policing costs related to the OPP, the Township agrees that representatives from Burl's Creek may be invited and entitled to attend meetings with the OPP from time to time in the future and;
- (d) should there be a life safety emergency during the course of any events, the Fire Chief of the Township, Commanding Officer of the Ontario

Provincial Police or their designate shall have the absolute and unfettered authority to shutdown and/or evacuate an event following discussion with Burl's Creek and other agency officials.

- (e) With respect to services provided by the OPP in particular:
 - (i) Burl's Creek acknowledges that, effective January 1, 2015, the OPP has introduced a new billing model for the municipalities it serves across the province, pursuant to which municipalities are charged for calls for service based on the municipality's individual usage level relative to usage levels across the province, and that the OPP also bills the municipalities for overtime costs resulting from occurrences in their geographic area.
 - (ii) That following the review and reconciliation of OPP costs incurred by the Township and paid for Burl's Creek for the 2017 Burl's Creek events, the sum of \$ 15,000 has been factored into the cash security deposit required to be provided pursuant to Section 8 with final amounts to be reconciled as outlined in Section 2.
 - (iii) Recognizing subsections (i) and (ii), Burl's Creek expressly agrees that it shall be responsible for any costs incurred by the Township for OPP services directly attributable for the planning or holding of any events held on Burl's Creek Land subsequent to April 22, 2015, as determined by the Township, in its sole discretion acting reasonably and these costs shall form part of the reconciliation process.

4. Sound

Burl's Creek agrees to comply with the Township's Noise By-law and shall cooperate and comply with Township's Municipal Law Enforcement Staff allowing them full access to the lands commencing one day prior to scheduled event dates and throughout the scheduled events in 2018.

The specifications identified below are agreed upon as a result of an assessment of the 2015-2017 sound monitoring programs established through the previous Memoranda of Understanding between the parties, review of the annual sound monitoring results, and consultation with the Township's Sound Consultant.

Barenaked Ladies and I Love the 90's Sound Monitoring

Front of House Monitoring & Compliance

1. Burl's Creek and the Township agree to the following amplified sound levels and requirements for Barenaked Ladies and I Love the 90's at Burl's Creek Events Grounds in 2018 that have obtained a Special Event Permit from the Township with all sound levels noted below measured at the front of house (stage mixing board):

(i) On July 22 and on August 18th from 5:00 pm to 11:00 pm sound will be limited to 105 dBA with a 15-minute grace period.

(ii) All sound limits listed above are expressed as 15 minute equivalent sound levels (Leq (15 min) and sound levels will also be tracked instantaneously. Sound data measurements will be logged both as Leq (1min) and Leq (15 min) dBA formats.

(iii) Notwithstanding the above, if sound levels exceed the set limits listed above, Burl's Creek will take action within 15 minutes of notification by the Township to the individual responsible for sound management noted in subsection 5(iii) below to correct and ensure compliance within the 15 min LEQ.

(iv) Burl's Creek will set up sound monitoring equipment that will monitor amplified sound levels and provide real time sound level recordings in order for the Operators to adjust levels to ensure compliance with the levels noted above. All equipment is to be calibrated during the sound testing and again on the event date.

2. Burl's Creek will have control over the stage mixing boards for both events and will ensure sound emission levels maintain compliance with the limits noted above and do not exceed the aforementioned limits.

3. Burl's Creek agrees that the Township will be paid promptly and in any event within 30 days for any reported sound exceedances beyond the aforementioned limits identified above as follows:

(i) \$5,000 each for failure to take corrective action/sound exceedance

4. Township Staff will monitor the sound board through on site attendance during the events and will review the sound data daily graphs, as required in subsection 5 (iv). In its sole discretion, the Township shall determine if an exceedance has occurred at any time during the performances as identified in section 1 (i),(ii), and (iii). Burl's Creek shall be notified in writing of any exceedance(s) and in accordance with Section 3 above and Section 3.8 of By-law 2015-123, as amended (the Special Events By-law) , shall submit payment to the Township within 30 days of invoicing.

5. Burl's Creek will undertake the following Sound Monitoring Program:

(i) To elevate the position of the sound recording microphone in an effort to reduce the potential impact of the crowd on the front of house monitoring levels.

(ii) Township staff shall have full access to the site and are able to consult with Burl's Creek staff engaged in measuring sound levels at the sound mixing board (front of house).

(iii) Burl's Creek shall provide Township staff in writing the full contact information for the appointed sound manager responsible for sound management by end of

business day on July 19, 2018 and also an alternate contact should Township staff not be able to reach the appointed sound manager.

(iv) Documentation of all sound graphs shall be provided to the Township Municipal Law Enforcement staff by noon of the day following each event day.

(v) Township staff shall have full access to and be able to consult with Burl's Creek's sound manager.

(vi) Burl's Creek will carry out, implement, and satisfy the requirements set out in the "Statement of 'Like Experts' in Noise" dated May 10, 2016 as presented to the OMB, save and except Point 3, prior to and during the events.

Boots and Hearts Festival Sound Monitoring

Front of House Monitoring & Compliance

1. Burl's Creek and the Township agree to the following amplified sound levels and requirements for the Boots and Hearts Festival at Burl's Creek Events Grounds in 2018 that obtained a Special Event Permit from the Township with all sound levels noted below measured at the front of house (stage mixing board):

(i) August 9th through until August 12th, 2018, from 1:00 pm to 11:30 pm sound will be limited to 105 dBA with a 15-minute grace period.

(ii) August 9th through until August 11th, 2018, from 11:30 pm to 1:00 am sound will be limited to 95 dBA with a 5-minute grace period.

(iii) All sound limits listed above are expressed as 15 minute equivalent sound levels (Leq (15 min)) and sound levels will also be tracked instantaneously. Sound data measurements will be logged both as Leq (1min) and Leq (15 min) dBA formats.

(iv) Notwithstanding the above, if sound levels exceed the set limits listed above, Burl's Creek will take action within 15 minutes of notification by the Township to the individual responsible for sound management noted in subsection 5(iii) below to correct and ensure compliance within the 15 min LEQ.

(v) Burl's Creek will set up sound recording equipment that will record all amplified sound levels and provide real time sound level recordings in order for the Operators to adjust levels to ensure compliance with the levels noted above. All equipment is to be calibrated during the sound testing and again on the event date.

(vi) Burl's Creek agrees to record the sound content for any/all exceedances of the above noted limits. Township staff will have access to all of the recordings, when requested from Burl's Creek, in order to validate the cause of the sound exceedance. All recordings shall be kept by Burl's Creek for a period of 2 weeks following a scheduled event date unless an alternate date for destruction of these

recordings is determined by mutual agreement between the Township and Burl's Creek.

(vii) All sound level monitoring devices will be re-set or the computation of the trailing sound levels will be re-started at 11:30 p.m. and 1:00 a.m. to reflect the reduced DbA levels noted above.

2. Burl's Creek will have control over the stage mixing boards for the event and will ensure sound emission levels maintain compliance with the limits noted above and do not exceed the aforementioned limits.

3. Burl's Creek agrees that the Township will be paid promptly and in any event within 30 days for any reported sound exceedances beyond the aforementioned limits identified above as follows:

(i) \$5,000 each for failure to take corrective action/sound exceedance

4. Township Staff will monitor the sound board through on site attendance during the events and will review the sound data daily graphs, as required in subsection 5 (iv)., In its sole discretion, the Township shall determine if an exceedance has occurred at any time during the performances as identified in section 1 (i),(ii), and (iii). Burls Creek shall be notified in writing of any exceedance(s) and in accordance with Section 3 above and Section 3.8 of By-law 2015-123, as amended (the Special Events By-law) , shall submit payment to the Township within 30 days of invoicing.

5. Burl's Creek will undertake the following Sound Monitoring Program:

(i) To elevate the position of the sound recording microphone in an effort to reduce the potential impact of the crowd on the front of house monitoring levels.

(ii) Township staff shall have full access to the site and are able to consult with Burl's Creek staff engaged in measuring sound levels at the sound mixing board (front of house).

(iii) Burl's Creek shall provide Township staff in writing the full contact information for the appointed sound manager responsible for sound management by end of business day on August 3, 2018 and also an alternate contact should Township staff not be able to reach the appointed sound manager.

(iv) Documentation of all sound recordings shall be provided to the Township Municipal Law Enforcement staff in writing by noon of the day following each event day.

(v) Township staff shall have full access to and be able to consult with Burl's Creek's sound manager.

(vi) Burls Creek will carry out, implement, and satisfy the requirements set out in the "Statement of 'Like Experts' in Noise" dated May 10, 2016 as presented to the OMB, save and except Point 3, prior to and during the events.

5. Site Clean-up

Burl's Creek agrees to complete a full clean-up of any of its lands used for an event to their pre-event state, ensuring that they are clean and safe within five (5) business days of the conclusion of any event. Burl's Creek agrees to be responsible for any and all costs associated with the depositing of sewage or refuse, and/or damage occurring on private, municipal property or highway and roadsides identified within the traffic management plan that is directly attributable to an event held on any of Burl's Creek's lands and to reimburse to the Township upon receipt of invoice.

6. Indemnification and Release

Burl's Creek agrees, before, during and after the events, at its own cost, expense and risk, to save, defend and keep completely harmless and fully indemnify the Township and each of its elected officials, officers, employees, volunteers, sponsors and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Township, its elected officials, officers, employees, volunteers and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Township, its elected officials, officers, employees, volunteers and agents, or any of them, by reason of, or on account of, or in consequence of the use of Burl's Creek lands by Burl's Creek and its invitees, guests or users of events.

Burl's Creek agrees to pay to the Township and to each such elected official, officer, employee, volunteer or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Township or by any of its elected officials, officers, employees, volunteers, sponsors and agents in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Township or any of its elected officials, officers, employees, volunteers or agents in settlement of or in discharge or on account thereof.

Burl's Creek also releases the Township and each of its elected officials, officers, employees, volunteers, sponsors and agents of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the Township, its elected officials, officers, employees, volunteers and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by Burl's Creek by reason of, or on account of, or in consequence of the use of the Burl's Creek lands by Burl's Creek and its invitees, guests or users for any event, provided, however, that such release shall not apply to any loss, costs, charges, damages, liens and

expenses incurred by Burl's Creek arising directly from the gross negligence and/or willful misconduct of the Township, its officers, employees, agents, volunteers, or agents.

7. Insurance

Burl's Creek shall maintain liability insurance acceptable to the Township for itself, its affiliates and any and all subsidiaries, throughout the term of this MOU from the date of commencement of work until one year from the date of the Event. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all available coverage extensions/ endorsements, in an amount of not less than \$10,000,000 per occurrence. Such insurance shall name **The Corporation of the Township of Oro-Medonte** and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests' provision. The policy SIR/deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

Burl's Creek shall maintain liability insurance on all owned, non-owned and leased automobiles used in the performance of this project to a limit of \$5,000,000 per occurrence throughout the term of this MOU from the date of commencement of work and until one year after the date(s) of the Events.

Prior to the commencement of work Burl's Creek shall forward a Certificate of Insurance on the Township's standard form evidencing this insurance with the executed MOU. The Certificate of Insurance shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the Township.

It is also understood and agreed that in the event of a claim, any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of Burl's Creek and that this coverage shall preclude subrogation claims against the Township and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Township and any other person insured under the policy shall be considered excess of the service provider's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter Burl's Creek's obligation to fully indemnify the Township under this MOU.

8. Cash Security Deposit

Burl's Creek agrees to provide the Township with a cash security deposit in the amount of \$15,000 which shall be held by the Township as performance security for any and all obligations of Burl's Creek under this MOU. Unless earlier released by the Township, in its sole and absolute discretion, the cash security deposit may be drawn upon by the Township at any time and in any amount, and any such

amounts may be applied to the cost of taking any corrective or remedial action in the event that Burl's Creek is in default of any of its obligations under this MOU.

9. Alterations to this MOU

At the request of either party, this MOU may be reviewed for amendments. Amendments to this MOU shall only be made on the agreement of all parties. Reasonable requests for modifications shall not be unreasonably withheld by any party.

10. Facilitation

If a dispute arises out of or relates to this MOU which involves the payment of money by Burl's Creek to the Township or otherwise, save and except with respect to any payment related to sound exceedances under Section 8, and if the dispute cannot be settled through negotiation, the parties agree to work together in good faith to settle the dispute by facilitation. The party that calls for the facilitation is to pay the facilitator and the parties agree to re-examine who should pay based on the outcome of the facilitation.

11. Duration of this MOU

This MOU will shall be in force and effect from the date of execution to December 31, 2018.

12. Renewal of MOU

This MOU will be renegotiated on an annual basis.

DATED at the Township of Oro-Medonte this 18 day of July, 2018.

THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE



MAYOR H.S. Hughes



CLERK Karen Way

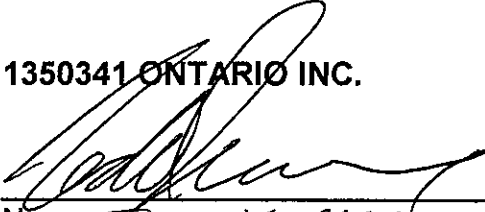
2440656 ONTARIO INC.



Name: TODD JENERCAUX
Title: VP

I have the authority to bind the corporation.

1350341 ONTARIO INC.



Name: TODD JENERCAUX
Title: VP

I have the authority to bind the corporation.

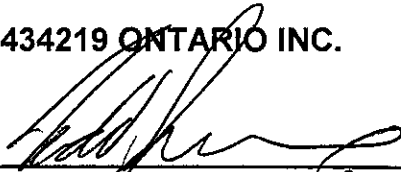
2437339 ONTARIO INC.



Name: TODD JENERCAUX
Title: VP

I have the authority to bind the corporation.

2434219 ONTARIO INC.



Name: TODD JENERCAUX
Title: VP

I have the authority to bind the corporation.