

Strategic Initiatives/ Economic Development and Tourism

SUBJECT:

County of Brant – Filming Policy

Policy #:

Effective date:

Amendment date:

Replaces:

PURPOSE

This policy outlines the standards, principles and procedures related to Commercial Filming in Brant County, namely:

- To establish a municipal administrative process that is efficient, effective, and adaptable, and provides clarity to departments on approvals and feedback, with the purpose of establishing Brant County as a film-friendly community.
- To confirm that a Film Company has sufficient insurance coverage to protect the County from potential claims or suits arising from the activities related to Production.
- To uphold the rights, safety and privacy of Brant County citizens and businesses, limit liability, and to ensure the security and preservation of public property.
- To ensure that costs incurred by the County as a result of Production can be recovered from the Film Company (recognizing that private entities and other institutions or businesses may also seek to independently recover costs associated with Production impacting their locations).
- To align with strategic values outlined in the Filming and Digital Media Strategy adopted by Council on November 24, 2020 being communications, accountability and collaboration.
- To limit the liability of the County and Film Companies.
- To clarify the roles of County staff and the Film Company.

PRINCIPLES

The cultural sector represents an emerging economic development driver in Brant County. It is recognized that the film, television and media production industry offers advantages to the community as well as the municipality. The County seeks to advance Film Projects by collaborating with community partners to simplify processes and to support Film Companies while balancing the safety, rights, and privacy of residents and businesses.

The County understands the often fluid, fast-paced nature of Productions and strives to remain flexible to actively support the needs of all parties involved. Exceptions to timelines may be possible as determined by the Film Liaison or impacted County departments depending upon the scope of Production, the circumstances at the time of Application or filming, and County resources available to support Production.

All commercial film, television and media Production activity in Brant County must first be reported to and coordinated through the Film Liaison. The County supports Film Companies through the local filming process. It can provide support for Locations, connect Film Companies with local resources and stakeholders, help navigate filming requirements, and aid in resolving challenges.

Additional support is to be facilitated to support underrepresented communities seeking to deliver stories that are inclusive and reflect diverse experiences, perspectives and cultural traditions. Indigenous cultural heritage and practice merit a distinct lens and distinct methods of support and amplification.

Filming at distinguishable heritage properties amplifies local heritage, preserves, and celebrates local culture on the screen.

POLICY SCOPE

This Policy governs Commercial Filming in Brant County. The following exclusions apply:

- news broadcasts, media, and public affairs inquiries.
- Non-commercial filming, videography, and photography: as determined by the Film Liaison
- Specific events, as determined by the Film Liaison, but may include non-profits, weddings, non-profit sports teams, academic projects, family photos, video and photo projects undertaken by the County or its designate, and projects promoting the community.
- Productions taking place at the Brantford Municipal Airport that are subject to the City of Brantford's Film Policy.

1.0 Definitions:

- 1.1 "Applicant" means a person or entity who has applied for a Film Permit from the County. That person or entity has the authority to represent and bind the Film Company.
- 1.2 "Assurance Bond" is any form of damage deposit, performance bond, security deposit, or security payment related to Production in Brant County.
- 1.3 "Base Camp" is the area at or near a shooting Location from where the Film Company operates. This is the location where equipment vehicles are parked,

along with wardrobe, hair, makeup, crafty, and trailers for talent, producers, and directors.

- 1.4 “Brant County” refers to the geographic area overseen by the County of Brant.
- 1.5 “Business Day” means a day other than a Saturday, Sunday, or any other day on which the County of Brant is not open for the transaction of domestic business during normal business hours, which are 08:30 am to 4:30 pm.
- 1.6 “Code of Conduct” means set of rules and regulations that all cast and crew of a Film Project must follow.
- 1.7 “County” or “County of Brant” refers to The Corporation of the County of Brant.
- 1.8 “County Property” means County-owned and/or controlled property and facilities, including, but not limited to, aerodromes, buildings, museums, sports venues, natural pathways, streets, roads, parks, unique locations, furniture, fixtures, signs and signals, equipment, transit shelters, and vehicles.
- 1.9 “Commercial Filming” means filming activities intended to generate revenue, or those which may involve promoting a product, a service, an organization, a brand, an event or, in some cases, a person. When in question, the commercial nature of a Film Project will be determined at the discretion of the Film Liaison or designate.
- 1.10 “Coning” means the first activity or portion of Production, which commences on Location in Brant County, including but not limited to, the placement of cones, the arrival of Production vehicles, the occupation of roads or sidewalks, or any preparation work.
- 1.11 “ES” refers to Emergency Services involving any or all of the following: Police Services, Ambulance Services, Fire Services and emergency work undertaken by any relevant Utilities.
- 1.12 “Film Company” is the name of the legal entity, corporation, or person that is contracting with the County (whether by a Film Location Agreement or a Film Permit) to conduct Commercial Filming, and includes but is not limited to all agents, affiliates, and cast.
- 1.13 “Film Liaison” refers to the County staff responsible for overseeing and coordinating commercial film, television, and media production activity in Brant County.
- 1.14 “Film Location Agreement” is a formal agreement between the County and the Film Company outlining rights and requirements for the use of County Property and related filming activities.

- 1.15 “Fee Schedule” means any fees, charges, and costs, as approved by County Council that are associated with Production. The Fee Schedule includes the County Fees and Charge By-law as amended and all applicable County By-Laws.
- 1.16 “Film Application” or “Application” is a County document or form, digital or otherwise, that is completed by an Applicant for the County to understand the scope of the Film Project when evaluating the merits of issuing a Film Permit or entering into a Film Location Agreement. It also includes all related documentation provided by the Applicant to the County.
- 1.17 “Film Permit” means the permit issued by the Film Liaison or designate to the Applicant granting permission for the Film Company to film on private property.
- 1.18 “Film Policy” means this Film Policy, as amended from time to time.
- 1.19 “Film Project” means a Commercial Filming project.
- 1.20 “Location” means the space, site, location, or area where Production occurs.
- 1.21 “Notification Letters” means a letter of notice detailing activities related to the filming including set up and take down. It is prepared by the Film Company to be distributed, once approved by the Film Liaison, or designate, to affected residents and businesses as determined by the Film Liaison or designate.
- 1.22 “Production” means any planning, preparation, filming, wrap, and associated support activities undertaken by the Film Company in Brant County.
- 1.23 “Production Schedule” means the schedule for Production in Brant County, as described in the Application.
- 1.24 “Waste” means garbage, debris, left-over materials, refuse, litter, trash, rubbish, junk, waste and/or recycling materials.
- 1.25 “Written Notice” means formal electronic mail and/or physical written communication between the Film Company and the appropriate member of County staff, as well as the general film email address for the County. Written Notice ensures that all appropriate contacts at the County as well as contacts for the Film Company are promptly and properly briefed regarding Production.

2.0 Film Applications, Film Location Agreement and Film Permit Process:

- 2.1 Film Applications are reviewed by the Film Liaison. Based on the Film Application, the Film Liaison will determine the need for a Film Permit, or Film Location Agreement.
- 2.2 A Film Location Agreement is required for all Film Companies undertaking Production on County Property.
- 2.3 For Productions taking place on private property, a Film Permit may be issued to facilitate the required permissions for the Film Project. This also pertains to supportive uses such as a Base Camp.
- 2.4 Before submitting a Film Application, the Film Company will contact the Film Liaison to outline the scope, schedule, and requirements related to Production. The Film Liaison may make general recommendations for Production. All discussions and information are to be considered part of the process of the Film Application.
- 2.5 The Application is subject to the Fee Schedule and the Applicant must remit payment with its Application.
- 2.6 Applications must be made to the County at least ten (10) Business Days in advance of Coning.
- 2.7 Planned dressing of County Property may require review and approval by the County prior to entering into a Film Location Agreement. Planned activities on and dressings of publicly visible Locations on private property shall also be reviewed with the Film Liaison. The Film Liaison will advise the Film Company of dressings or activities that may be potentially offensive or concerning to some residents to help mitigate interruptions to filming.
- 2.8 Scheduling and use of County Property will be subject to already planned activities or arising urgent/emergency uses of or access to County Property within or near the Location.
- 2.9 With the guidance of the Film Liaison, the Film Company may need to obtain additional approval for Production on or within the Location from the impacted/responsible County department(s) as well as local agencies, institutions, businesses, or individuals.
- 2.10 Film Companies must submit to the Film Liaison and/or the responsible County department(s) documentation proving that all necessary requirements, agreements (including Police paid duty officers, referred to as PDOs) and approvals are in place.
- 2.11 Applications are reviewed and considered based on completeness and on requirements set forth in this Film Policy.

- 2.12 The County reserves the right to reject any Film Application. The Application for or issuance of a Film Permit does not guarantee the availability of County Property for filming.
- 2.13 Changes to the information contained in the Application, Film Location Agreement, or the Film Permit or in the scope of Production may require a new or an amended Film Permit or Film Location Agreement at the discretion of the Film Liaison.
- 2.14 The County reserves the right to revoke any Film Permit or Film Location Agreement in the event that:
- a) The information provided by the Applicant or Film Company was false, incorrect or misleading at the time the Application was submitted, or it becomes false, incorrect or misleading at any time up to and including the last day of the Production Schedule;
 - b) Any conditions of the Film Permit or any other permits or agreements issued by the County are not met, as determined in the sole discretion of the Film Liaison; or,
 - c) The Film Liaison determines, in their sole discretion, that there has been substantial deviation from the Application.
 - d) Contraventions of the Code of Conduct.
 - e) Urgent or Emergency situation arise, as determined by the Film Liaison.
- 2.15 Revocation of the Film Permit or Film Location Agreement is effective immediately upon Written Notice to the Applicant or other designated Film Company representative(s). The County will not be held responsible for any costs to the Film Company due to the withdrawal or revocation of permission.
- 2.16 The County reserves the right to limit the issuance of Film Permits or Film Location Agreements for environmentally, economically, or culturally sensitive areas of the County; areas that experience repeated film activity; or areas that may be sensitive to disruptions for any reason.
- 2.17 The County may consult with community groups about Production and the nature of the Film Project where appropriate and in its sole discretion.
- 2.18 Outstanding costs from previous Film Projects owed to the County by the Film Company or its producers must be settled before the issuance of the Film Permit or before entering into a Film Location Agreement. Unpaid costs for

such previous or any current Film Projects may result in the delay, denial, or revocation of the Film Permit or Film Location Agreement.

- 2.19 The County reserves the right to refuse to allow filming or the issuance of a Film Permit or Film Location Agreement to an Applicant, Film Company, or associated business that has failed in the past to adhere to the guidelines outlined in the Film Policy.
- 2.20 The Film Company agrees that the images and footage gathered during Production will be used only for the purposes described within the Application, and other County agreements and associated applications. The Film Company will also ensure all pertinent approvals have been obtained for such footage and images.
- 2.21 The Film Company is subject to all applicable Federal, Provincial, and municipal legislation and regulations, including County by-laws and policies, wherever and whenever Production takes place.
- 2.22 The Film Company must always keep a copy of the Film Permit or Film Location Agreement and any other applicable permits and approvals on Location; and shall present a copy of same upon request of any County staff or any ES personnel.

3.0 Cost and Compensation:

- 3.1 Fees for the Film Permit and Film Location Agreement are determined by the Fee Schedule. Additional fees and charges may apply in accordance with Fee Schedule. Fees may require payment to the County by the Film Company before the issuance of the Film Permit, as determined by the Film Liaison or the responsible County department(s).
- 3.2 Based on the scope of Production, the County will determine what County support services (included but not limited to staff, and equipment) are necessary to safely proceed with Production.
- 3.3 The Film Liaison or designated County staff may provide cost estimates of the necessary support services to the Film Company. If the County has the capacity to provide the necessary support services to the Film Company, and the Film Company chooses to use the County's services, the costs of the said County support shall be the responsibility of the Film Company. In cases where services have been deemed necessary by the Film Liaison or designate County staff, but are not provided by the County, the Film Company is required to secure the services of third-party service providers, and to pay the service provider directly.

- 3.4 The County is not responsible for costs associated with obtaining the required insurance coverage, required permits or certificates (e.g. drone or aircraft operator certificates), required permissions (e.g. letters or drawings from landowners or certified engineers), legal agreements or other requirements necessary for safe and legal Production.
- 3.5 Changes to Production Schedules may incur additional time, effort, and costs (e.g. permits, rebooked facilities, parking, staff time, updated agreements). Such costs are the sole responsibility of the Film Company.
- 3.6 Costs associated with the use of County Property as well as road occupancy, closure, or traffic stoppage are the responsibility of the Film Company. These may include but are not limited to: rental fees; staff support; space or facility temporary alterations; permit applications; rush activities; winter maintenance; Waste removal; lost transit revenue; road detours; sidewalk closures; notice and advisory postings and signage; and signage, lighting, or signal support.
- 3.7 Costs and delays associated with interruptions to Production resulting from weather conditions and natural phenomenon, the need for emergency maintenance (e.g. broken water main, broken utility poles, fallen electrical wires, and such) or ES response (e.g. fire suppression, crime, medical emergencies, and such) or other emergencies (e.g. public health or public safety emergencies) shall be the sole responsibility of the Film Company and shall, under no circumstances, be the responsibility of the County. Any such impacts or delays may necessitate the rebooking of County Property (subject to availability) and the revision of permits (subject to County approval) for any rescheduled Production.
- 3.8 The County does not compensate individuals or businesses for disruption due to Production on County Property. Affected businesses or individuals may request to be compensated by the Film Company for lost profits or other interruptions. Any such matters received by the County will be referred to the Film Company for resolution. As is often common practice, the Film Company may negotiate with the affected parties and ask that evidence be produced of legitimate costs and sales records corresponding to similar periods to those affected by Production.
- 3.9 Should the County receive a claim for lost profits, business interruption, or other similar claim, the Film Company will indemnify and hold harmless the County for any such claim in accordance with the indemnification requirements set out in this Film Policy or any Film permit or Film Location Agreement.
- 3.10 The Film Company will also be responsible for all efforts, activities, and costs required for the safe planning, setup, execution, and clean-up of Production. Additional expenses may be incurred for last-minute requests or modifications to plans not identified in the original Application.

- 3.11 At the conclusion of filming, the Film Company is responsible for the costs and work to restore all County Property exterior and interior building finishes and fixtures, as well as turf and paved surfaces, to their original condition as at the time of Coning.
- 3.12 Assurance Bonds may be required depending on the complexity and scope of the Film Project. Assurance Bonds must be paid before the issuance of the Film Permit. Assurance Bonds received will be deposited by the County, and returned only when all conditions have been fulfilled, and all costs including cleanup, settlement of all invoices, and associated charges and claims are determined and settled.
- 3.13 Support from the Film Liaison or other County departments for unscheduled work related to Production conducted outside of a Business Day or for additional work conducted to support a Film Permit Application or Production beyond the regular and reasonable service provided by the Film Liaison or other County departments may be subject to additional staff and resource costs owed to the County in accordance with the Fee Schedule. The County will notify the Film Company of such potential costs in advance to allow the choice of whether to proceed.

4.0 Filming Guidelines:

- 4.1 Changes to Production Schedule:
 - a) Changes made to the Production Schedule may require an amended Film Permit or Film Location Agreement. Additional permits and permissions may also require amending (e.g. road occupancy, use of parks or facilities, parking, noise exemption, and such) should the Production Schedule change and are subject to the current charges, as established in the Fee Schedule.
- 4.2 Right of Way (Road Occupancy, Closures, and Traffic Stops):
 - a) Interference with pedestrian or vehicular traffic must be accompanied by the proper permits and approvals, as may be required from time to time. The applicant may be requested to submit a traffic management plan by the Film Liaison as a part of their application.
 - b) Production must accommodate ES vehicle access, Waste collection access, emergency maintenance (e.g. broken water main, broken utility poles, fallen electrical wires, and such) and safe maintenance (e.g. snow, ice, trees, tree limbs, and such), as directed by the County.

- c) The Film Company must ensure that residents, owners, customers, delivery agents, contractors, County staff, and the like have in-person and vehicle access to places of residence and business impacted by Production (e.g. adjoining properties; properties downstream along one-way streets; properties near Production parking, etc.) unless otherwise agreed to in writing by the property owner, affected residents or businesses, and the Film Company.
- d) When approved in advance by the County, the Film Company can arrange to cover, erect, alter, remove, reinstall, deploy, or create street signs or lights, parking signs, detour and traffic notification signs, and traffic signals or signs.
- e) Unless otherwise approved by the County, these services must be completed by County crews. Associated costs will be the sole responsibility of the Film Company. Closed roads and sidewalks may only be reopened when it is safe to do so as determined by the County in advance or following a County inspection on site. This includes, but is not limited to, restoring surfaces, traffic signage and signals, and streetlights as well as removing snow, ice, Waste, and set decorations prior to reopening. Paid Duty Officers required for any Right of Way activity are to remain on Location at the cost of the Film Company until the road can be reopened safely.

5.0 Parking:

- 5.1 Film Companies will observe designated parking areas. Unless otherwise authorized, all Production vehicles and support equipment will obey local parking and traffic regulations. A detailed parking plan may be required. All Production vehicles parked in designated areas on roads or in municipal lots must display evidence of approval by the County.
- 5.2 Costs associated with parking and parking arrangements including fees and rentals as well as violations of permits, By-laws, and regulations (such as fines or towing) are the responsibility of the Film Company or the owner of the vehicle or equipment.
- 5.3 The Film Company must make every effort to ensure that parking for vehicles or persons displaying Provincial or municipally issued credentials, such as parking permits or permits or plates with persons with disabilities, is accommodated when impacted by Production. Costs and any related compensation for such displacements and accommodations will be the responsibility of the Film Company.
- 5.4 Relocating vehicles for the purpose of Production by towing is not permitted.

- 5.5 Parking in “no parking” areas may be permitted if deemed necessary and safe to proceed.

6.0 Notification:

- 6.1 Using a County template, the Film Company will distribute a Notification Letter to affected residents, businesses, and business associations prior to Coning as advised by the Film Liaison. The Notification Letter must be approved in advance by the County and describe the activities and impacts of Production. The reverse of the same page will contain the Code of Conduct. Upon completion of distribution, the Film Company will confirm completion via Written Notice to the Film Liaison. The Notification Letter must be distributed at least 5 Business Days prior to the first day of filming.
- 6.2 The approval of affected residents and businesses may be requested by the Film Liaison prior to a Film Permit being issued or before entering into a Film Location Agreement. This may relate to filming between 11:00 pm and 7:00 am; in neighbourhoods and areas that experience frequent Film Projects; or in environmentally, economically, or culturally sensitive areas. It will be the responsibility of the Film Company to obtain such approval through the process outlined in this Film Policy. The circumstances of each case will be considered by the Film Liaison which will identify the necessary approval process that may include, but is not necessarily limited to, requirements for photo-evidence of notification delivery, signatures, forms, or special accommodations.
- 6.3 For Production greatly impacting public activities (e.g. multiple road closures), as determined by the Film Liaison, the Film Company (at its expense) may be required to place an advertisement or notice as directed and approved by the Film Liaison prior to the start of Coning in local or online media determined by the Film Liaison. Such a notification will inform the community of the upcoming Production Schedule, its impact on traffic and other details affecting the community.
- 6.4 The Film Company will provide Written Notice to the Film Liaison of any feedback from the community in response to the Notification Letter and any public postings, including from local or regional media.
- 6.5 When Production impacts the public, the Film Liaison or County staff designate will notify members of County Council and other key stakeholders, as well as arrange notice to be featured on the County’s website in advance of Production. When requested by Written Notice from the Film Company, the County will respect Film Company confidentiality in filming notifications.

7.0 Monitoring:

- 7.1 The Film Liaison may oversee the activities of the Film Company and will act as the primary County contact for the Film Company. The Film Liaison or another appropriate County staff member may monitor the Film Company on Location.
- 7.2 When approved and available, a County employee may be made available after Business Day hours for on-site or on-call support at the expense of the Film Company.

8.0 Set Location, Decoration, Props and Costumes:

- 8.1 Covering, removing, or altering (including painting surfaces, anchoring vehicles or items; and/or structural changes) any aspect of County Property will require written approval from the County and may require County staff support.
- 8.2 Any requested adjustments to mechanical, HVAC or electrical systems (e.g. turn off to reduce ambient noise) must be identified during the Application process. The County recommends the use of the Bulk Water Fill Station for supplying water. If required, access to fire hydrants for supplying water must be requested in the Application and is subject to fees. The use of fire hydrants for electrical grounding is prohibited.
- 8.3 Cast and crew involved in Production at the Location(s) noted on the Film Permit or Film Location Agreement will not trespass on private property.
- 8.4 Cast and crews are prohibited from removing, trimming, or cutting of vegetation or trees unless written approval is provided by the Film Liaison, a designate of the appropriate County department, or affected private property owner(s).
- 8.5 A designated film location professional must always be present on Location and accessible to the Film Liaison or designated County department during preparation, filming, and striking/take-down.
- 8.6 Requests to fly flags from other countries on any County Property may be considered as part of the Application process. Permission may be granted at the discretion of the Film Liaison or designate and may require appropriate posting and public notification.
- 8.7 The Film Company must disclose the presence of non-service animals on set. Approval for non-service animals to be present on Location may be required by the County.

9.0 Stunts, Explosives and Special Effects:

- 9.1 Explosives and special effects are regulated under the authority of the Ontario Fire Code and the Explosives Act and the County Fireworks Bylaw.

- 9.2 As part of the Application, the Film Company must provide appropriate approvals from Emergency Services (ES) for any activities involving the execution of special effects involving explosives, pyrotechnics, fireworks, open flame, firearms, and/or other hazardous devices and materials and/or stunts as well as the use of any flammable liquids or materials during Production. The Film Company is responsible for all costs associated with obtaining approvals and for any ES support and/or supervision during filming.
- 9.3 Combustible materials must not be accumulated in or around a Location in such quantity as to create a fire hazard.
- 9.4 The County may prohibit or limit the use of materials that may impact soil, groundwater, storm water, or other sensitive environmental elements. Usage of such materials may require special preventive and clean-up arrangements with the Film Company being responsible for associated costs and coordination.

10.0 Noise, Light and Other Environmental Conditions:

- 10.1 The community should be free from any negative environmental conditions resulting from Production. These conditions include but are not limited to spillover lighting, exhaust fumes or noise that will affect their ability to enjoy their property or conduct their business or daily routines. The Film Company may need to make special arrangements for any such impact.
- 10.2 Production may be exempt from the County's Noise Control By-Law by way of the Film Permit or Film Location Agreement, if so stated therein. In consultation with the By-law Enforcement Division the Film Liaison may request that additional notification be given and that the Film Company process follows the Noise Exemption Application process for approval.
- 10.3 Lighting for the Production must be oriented away from residences unless prior approval from the impacted residents has been received by the Film Company. Lighting and any modifications to streetlights or traffic lights must not interfere with the safe movement of traffic or pedestrians. Production lighting illuminating areas on, across, or near roads or sidewalks open to vehicle or pedestrian traffic may require additional approvals.
- 10.4 Any generators within 100 metres of occupied residences or active businesses or institutions must ensure the sound of its operation is as quiet as that of a fine-tuned smaller passenger automobile internal combustion engine idling. Generators may not be placed with fifteen (15) metres of such locations without the approval of affected residents, businesses, or institutions.
- 10.5 Idling of vehicles is not permitted apart from Production vehicles required to keep heating or refrigeration operational, and only as approved by the County and in accordance with the Film Policy.

- 10.6 Exhaust from generators, vehicles, and equipment must not negatively impact residents, businesses, or institutions.

11.0 Unmanned Air Vehicles (UAV):

- 11.1 For the use of drones, remote control aircrafts or unmanned air vehicles (UAVs) for commercial purposes, the Applicant must provide the following to the Film Liaison to accompany the Application:
- Insurance, as set out by the County;
 - Proof of the device/vehicle's registration with Transport Canada;
 - Proof of the pilot/operator's license with Transport Canada; and,
 - A flight plan, if required by the County or Transport Canada.
 - Any Film Company planning to use a drone on a film may be requested to organize a meeting with Emergency Services to discuss the details of the proposed flight.
 - The Film Company must notify area residents and businesses of planned drone, aircraft, and UAV uses in the Notification Letter.
 - The Film Company must ensure that all related activities comply with Federal and Provincial laws and copies of all necessary documentation identified above are always on hand.

12.0 Insurance and Indemnification:

- 12.1 The County will not enter into Film Location Agreements or issue Film Permits if the Film Company has not provided proof of insurance that is satisfactory to the County.
- 12.2 The Film Company will provide an active corporate search satisfactory to the County's needs when entering into any legal agreement with the County. If this cannot be produced, the County will conduct a corporate search for the Film Company at a cost to the Film Company.
- 12.3 The Director responsible for the Film Liaison, the Director or the General Manager of the County department responsible for the County Property, the County Solicitor or the designates for these positions may execute the County License Agreement or County Film Location Agreement and related agreements with the Film Company.

13.0 Dispute Resolution:

- 13.1 Complaints received by the County will be forwarded to the Film Company for resolution.

- 13.2 If the appropriate staff, the Film Liaison, the impacted County department, or the Film Company cannot come to a resolution or an issue before, during or after filming, the decision of the County's solicitor, or designate, shall be final and binding.

14.0 Code of Conduct:

- 14.1 All cast and crew are to receive the Code of Conduct laid out in Schedule A of this policy and become familiar with it.

15.0 Garbage, Recycling and Cleanup:

- 15.1 On garbage and recycle pick-up days, the Film Company shall ensure that regular Waste set out for pick-up of affected businesses, institutions, and residents can be accessed by Waste collection contractors. This may require the Film Company granting access to Waste collection contractors to closed streets or arranging the transport and return of Waste receptacles, or some other means. All costs associated with proper Waste disposal will be the responsibility of the Film Company.
- 15.2 The Film Company will ensure that crew associated with Production will remove Waste from the Location, and any other site associated with Production, at the end of each filming day.

16.0 Health and Safety:

- 16.1 The Film Company and Production cast, crew, other staff, contractors, and volunteers must adhere to the Ontario Ministry of Labour's Safety Guidelines for the Film & Television Industry of Ontario, as well as all other labour/occupational health and safety legislation and applicable laws. In the event of a public health crisis or declared emergency, federal, provincial, and local health and/or emergency directives must be followed, and the Film Company will be responsible for any impact to filming plans, schedules, operations, and costs.
- 16.2 The Brant County Health Unit (BCHU) may need to be consulted regarding catered food service.
- 16.3 Interior safety signs in buildings (e.g., fire, exit signs) must not be covered, unless expressly agreed to in writing by the County.
- 16.4 All generators and electrical hookups must be approved by the Electrical Safety Authority, a licensed Electrician or Electrical Engineer recognized by the County, or an authorized County designate. Locates for electrical grounding on County Property must be identified in the related County permit Application(s).

- 16.5 All cables, similar items and tripping channels must be channeled or otherwise mitigated to avoid injury.

17.0 Local Sourcing and Economic Impact:

- 17.1 The Film Company is encouraged to make every effort to support local businesses and services during Production in Brant County, such as casual employment of cast and crew, food catering, overnight stays, rentals, supplies, etc. Location professionals are also encouraged to direct cast and crew when not involved in Production to visit local businesses and restaurant. The Film Liaison can assist the Film Company with sourcing local suppliers of goods and services, as appropriate.
- 17.2 The Film Company may provide a screen credit to the County on the final film/video, with Written Approval from the County.
- 17.3 The County requests that the Film Company share approved images and video footage of local Production and scenes for the County to use when promoting Brant County as a film-friendly destination after the public release of the Film Project.
- 17.4 County staff or a designate are permitted to take behind the scenes photos of the setup and Location to showcase Brant County. The photos will be used by the County for promoting Brant County as a film destination. Photos will not be used or shared outside Brant County until the time of release of the Film Project.
- 17.5 The County will collect information to report on the benefits and impacts of the Film Sector in the region and establish an ongoing reporting mechanism to communicate the economic impact of Filming to the community and Council.

18.0 Filming in Downtown Areas:

- 18.1 The specific area includes the Downtown areas of Burford, Paris and St. George as identified by the County's Downtown Community Improvement Plan areas.
- 18.2 Relevant business associations or Business Improvement Areas will be consulted with prior to the issuance of a Film Permit or the County entering in a Film Location Agreement.
- 18.3 Preferred of Filming exterior scenes will be on the following days and times:
- Sundays from 5:00 pm to 11:59 pm

- Mondays from 12:00 am to 11:59 pm
- Tuesdays from 12:00 am to 11:59 pm
- Wednesdays from 12:00 am to 11:59 pm
- Thursdays from 12:00 am to 8:00 am

18.4 Although there is no requirement that business associations, business improvement areas and impacted businesses must be compensated for each filming occurrence, it is strongly recommended that the Film Company discuss remuneration.

19.0 Parking in Downtown Areas:

- 19.1 Productions are encouraged to find suitable parking for crew and Production vehicles outside of the defined downtown areas.
- 19.2 Only essential vehicles will be permitted to park within the downtown areas in compliance with the Road Use By-law or authorized by a permit.

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Schedule A
Code of Conduct

1. Cast and crew will adhere to Provincial, local, and industry production company health guidelines.
2. Production vehicles should arrive at the time agreed upon by the County, not earlier. Production vehicles will park one at a time in designated areas and turn off their engines as soon as possible. Production vehicles will not block (or park in) private driveways or in front of businesses during operating hours without permission. Cast and crew vehicles not covered by the Film Location Agreement or Film Permit must use parking areas designated by location managers on the call sheet map.
3. Pedestrians should always be treated with courtesy and not be obstructed at any time unless stipulated in the Film Permit or Film Location Agreement. All cables and similar items must be channeled neatly and safely.
4. Cast and crew cannot trespass on private property. They must remain within the boundaries of the property that has been approved for filming.
5. No alcohol, illicit drugs, or firearms are permitted at any time on any set or Location. When smoking or vaping, cast and crew will follow County by-laws, observe smoking areas, and use proper containers for extinguishing /disposal.
6. Cast and crew meals will take place in areas designated in the Film Location Agreement or Film Permit. Individuals will eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal, using recycling facilities where possible. All napkins, plates, and coffee cups used in the course of the workday will be disposed of in the proper receptacles, using recycling facilities if possible. All catering, craft service, construction, strike and personal trash must be removed from the Location. All Locations must be returned to their original condition.
7. Whenever possible, cast and crew will wear a production pass.
8. Every member of the cast and crew will always keep noise levels as low as possible, including radio/cell-phone communication, in line with County by-laws. Cast and crew will refrain from the use of lewd or profane language.
9. Filming companies and staff associated with production are required to treat Brant County staff with courtesy and respect. Failure to do so will result in discipline up to and including the revocation of a filming permit.
10. Cast and crew will wear appropriate clothing while on Location (e.g. t-shirts with offensive slogans or logos are not acceptable). Crew members will not display signs,

posters, or pictures (e.g. on vehicles) that members of the public may find offensive or objectionable (i.e. material containing vulgar language or sexual content).

11. Cast and crew will not bring guests or animals to the Location, unless authorized in advance by the Film Company.
12. The company, cast, and crew will comply at all times with the provisions of any Film Permits or Film Location Agreements, adhere to County by-laws, and follow guidelines for filming in Brant County. A copy of all filming permits and/or Film Location Agreements will be always on Location with the location department. Failure to comply with the Code of Conduct can result in disciplinary action by the Production Co. or your Union, Guild, or Association.

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