

This Agreement made this August 15<sup>th</sup>, 2023.

**Between:**

**Andrew Douglas McGinn**

Owner of the  
first part

-and-

**Michael Henry Delmastro and Sandra Elizabeth Delmastro**

Owner of the  
second part

-And-

**The Corporation of the Township of North Kawartha**

("the Township")

**Whereas:**

1. The Owners are the owners of the tract of land and premises located in the Township, being comprised of those lands legally described as Concession 15, Part Lot 25, Burleigh Northern Division, Township of North Kawartha, North Kawartha, and for assessment purposes identified as Roll Nos. 1536-020-002-30000 and 1536-0202-002-30001 (called the "Lands");
2. The Owners have applied to the Township for permission to allow the Lands to be used for a music festival for a period of two weeks in the months of September 2023, 2024, 2025 inclusive;
3. The Owners have applied to conduct the music festival event on one weekend only (Friday to Sunday) with the two-week timeframe encompassing the preparation, the event and the cleanup;
4. The Township has approved the Owner's application for a temporary use by-law under s. 39 of the *Planning Act*, R.S.O. 1990, c. P.13 in principle, subject to the Owners agreeing to satisfy certain conditions, including entering into this agreement, prior to passing the temporary use by-law.

**In Consideration** of the above-mentioned recitals and the sum of TWO Dollars of lawful money of Canada, now mutually exchanged between the parties, the parties to this agreement agree as follows:

**General**

1. Where Township Council has passed a temporary use by-law permitting the Lands to be used for a music festival, and such by-law has become final and binding, the Township will, upon the Owners submitting the appropriate application and paying the appropriate fees, grant the Owners a license to present a music festival for a period of two weeks in the months of September 2023, 2024, and 2025.
2. The Owners agrees for themselves, their heirs, successors and assigns

that any associated or accessory structures used in conjunction with the temporary music festival use shall be located strictly as set out on the sketch of the site attached to this agreement as Schedule A.

3. The Owners agree that following the expiry of the term as provided in the temporary use by-law, the use of the Lands for a music festival shall immediately cease. The Owner acknowledges that s. 34(9)(a) of the *Planning Act*, does not apply so as to permit the continued use of the land, buildings or structures for the temporarily authorized use.
4. This agreement is to be considered in conjunction with the Special Event By-Law application, with the Owners agreeing to provide the required applications and information in sufficient time to allow the Township to process any approvals and permits.

### **Building Permits**

5. The Owners also acknowledge that building permits may be required for a stage, tents, lighting and sound structures and agree to make such applications as may be required in these circumstances.
6. The Owners acknowledges that the Ontario Building Code, being O. Reg. 350/06 as amended, contains building permit application review periods and the Owners agree to make timely applications for such building permits as the Owners may require.
7. The Owners agree that following the music festival, any associated structures including audience bleachers, staging, and lighting and sound structures shall be removed and the Lands shall be reinstated to their former condition by the end of the two-week period each September the By-law is in full force and effect.

### **Public Safety**

8. The Owners agree to provide any required or requested information to the Ontario Provincial Police Service and the Township Fire Service and to cooperate with the Police and Fire Services with respect to all issues of public security and safety.
9. The Owners agree to:
  - (a) provide a copy of the fire safety plan to the Township Fire Services prior to the music festival; and have adequate personnel available on the date(s) of the music festival who have reviewed and are familiar with the fire safety plan and evacuation procedures.

### **Washroom Facilities**

10. The Owners agree to supply, based on the occupancy requirements of the Ontario Building Code, a sufficient number of washroom facilities commensurate with the anticipated attendance at the musical festival.
11. The Owners agree to arrange for the inspection by the Peterborough County District Health Unit of the washroom facilities, if applicable.

### **Parking**

12. The Owners agree, in accordance with paragraph 4, to provide details relating to:
  - (a) the facilities for on-site parking on the lands including amount of parking and access and egress to and from the on-site parking area;
  - (b) the facilities for off-site parking including amount of parking and access and egress to and from the off-site parking area;
  - (c) the number of people expected to utilize the off-site parking area;
13. The Owners agree to submit confirmation that the parking provided will be commensurate with the anticipated attendance at the music festival.

#### **Traffic**

14. The Owners agree to submit written confirmation that the Ministry of Transportation and the Ontario Provincial Police have been notified and are aware of the music festival and the potential impact of increased traffic.
15. The Owners agree to submit prior to the music festival, details of the proposed clean-up of the off-site parking areas after the event.

#### **Security**

16. The Owner agrees to ensure the preparation and cessation of the music festival and clean-up is completed within the two-week period each September 2023, 2024, and 2025, as set out in paragraph 3 of this agreement and to defray any costs which the Township might incur in order to carry out any of the Owner's obligations under this agreement which the Owner has neglected or failed to complete to the satisfaction of the Township. The Owner shall pay to the Township the costs incurred together with interest as specified in such account.
17. (1) In addition to any remedy set out herein, if the Owner does not comply with the terms and conditions set out in this agreement, the Township as provided in by s. 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25 shall be at liberty to hire such persons as it deems necessary to:
  - (a) remove all structures associated with the temporary music festival use including tents, staging, lighting and sound;
  - (b) reinstate the Lands to their former condition; and
  - (c) decommission any secondary on-site sewage disposal system.

(2) Upon completion of the work, the Township shall present to the Owner an account for the cost of such work. If the account is not paid within thirty (30) days of rendering the account, the Township shall be entitled and may take such steps, as it deems necessary to collect the account including collection of the account in the like manner as taxes.
18. The Owner acknowledges and agrees that the Township shall, either through its employees or persons which it has hired to do the work as specified in this agreement, have access and shall be permitted to enter upon the Lands of the Owner in order to carry out the work as specified in paragraph 18 and such access shall not be deemed trespass.

19. The Owner acknowledges that this agreement may not be assigned without the express written authority of the Township.

**In Witness Whereof** the parties to this agreement have set their hands and seals or its corporate seal duly attested to by the proper signing officers in that respect.

**Signed, Sealed And  
Delivered**

Owner

Witness

Name: Andrew Douglas McGinn

Witness

Name: Michael Henry Delmastro

Witness

Name: Sandra Elizabeth Delmastro

***The Corporation of the  
Township of North Kawartha***

Signed by Carolyn Amyotte (2023/05/05)  
Verify with [verifio.com](https://www.verifio.com) or Adobe Reader.



**Carolyn Amyotte, Mayor**

**Connie Parent**

Signed with ConsignO Cloud (2023/09/06)  
Verify with [verifio.com](https://www.verifio.com) or Adobe Reader.



**Connie Parent, Clerk**

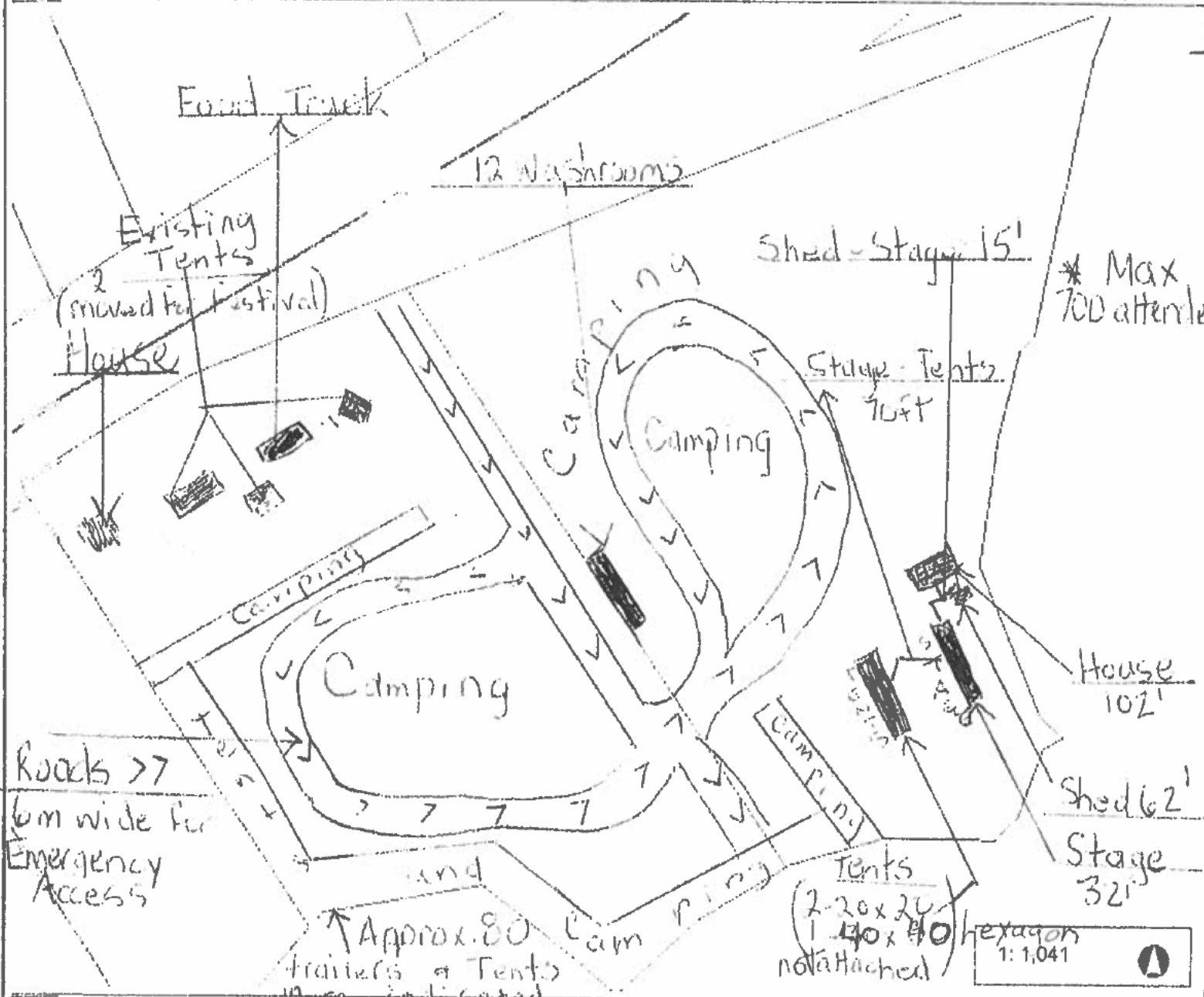


County of Peterborough

Tents Site Map

Creekside Music Festival

10027 / 10057 HWY 25



Legend

- Roads < 50,000
  - PRIV : Private, PRIV
  - City Arterial
  - City Collector and Local
  - City Owned Unclassified
  - Provincial
  - County
  - Township
  - Water Access Only
- Outside Roads < 50,000
  - Major Roads
  - Local Roads
- First Nations
  - Civic Address
  - Parcel Fabric
  - Parcel First Nations - Canada I
  - Clean Water Act Policies Apply
  - Provincially Significant Wetlands
  - Locally Significant Wetlands
  - Non-evaluated Wetlands
  - Lakes - Local Scale
  - Municipal Boundary - Upper Ti
  - <all other values>

COUNTY OF PETERBOROUGH

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

58.99

NAD 83, UTM, Zone 17N  
Map Data by Geographics Group Ltd