

## ADMINISTRATION POLICY

<b>TITLE: Commercial Filming Policy</b>		<b>POLICY #: A-02-2021</b>
<b>Authority: Chief Administrative Officer</b>	<b>Effective Date:</b> June 28, 2021 <b>Review Date: July 11, 2024</b>	
<b>Issued By:</b> Kris Hardy, Executive Assistant <b>Issued Date:</b> June 28, 2021	<b>Approved By:</b> Daniela Dyck, CAO <b>Approved Date:</b> June 28, 2021 <b>Resolution #:</b> R-2021-164	

**PURPOSE:** This Policy attempts to find a harmonious balance between commercial filming and the Village in order to minimize disruptions to residents and businesses. Any person or company who wishes to engage in commercial photography, video, film or television recording within the Village of Ashcroft must obtain a Filming Permit from the Village of Ashcroft. News media are exempt from this requirement.

### **BACKGROUND**

The community of Ashcroft is endowed with a spectacular natural landscape. It is a landscape that attracts people to the community, and significantly shapes its character. Ashcroft residents value the community as a peaceful, close-knit Village, deeply connected to the history of the area. While the community is supportive of the arts, including the film industry in British Columbia, it also values peace and tranquility.

### **POLICY**

#### **1. Policy Objectives:**

- 1.1 To facilitate the motion picture film industry in its production endeavors by providing a centralized and efficient procedure for obtaining Municipal authorization for Commercial Filming in the Village of Ashcroft;
- 1.2 To minimize any inconvenience to the general public, businesses and residents of the Village of Ashcroft as a result of filming activities;
- 1.3 To ensure the Village of Ashcroft residents shall not be unduly inconvenienced by prolonged loss of access to public areas or roadways, or by restricted parking fronting residents' homes;

- 1.4 To ensure the impacts to businesses are managed, losses are minimized and compensation is provided where appropriate;
- 1.5 To ensure that the Municipality recovers all of its direct and indirect costs associated with Filming Activities and Municipal services and assets;
- 1.6 To ensure that Filming Activities fully observe the bylaws of the Municipality and protect the safety, well-being and interests of residents.

## **2. Definitions**

- 2.1 The following words and phrases have the meanings ascribed below:

Affected Households and/or Businesses means those primary residences, secondary suites and businesses within an area to be determined by the Municipality, depending upon the nature of the Filming Permit Application, as being affected or potentially affected by proposed filming – non-resident owners are not to be included in determining Affected Households and/or Businesses.

Applicant/Permittee means the person or persons or corporation applying for and/or receiving a Filming Permit.

Commercial Filming means photography, video, film and television recording undertaken for a commercial purpose.

Daytime Filming Hours means 7 am to 7 pm, other than the period from the start of daylight savings time in the spring to the end of daylight savings time in the fall, during which period it shall mean 7 am to 10 pm, and in either event, during which Filming Activity is regularly permitted, notwithstanding Ashcroft's current Noise Control Bylaw;

Extraordinary Services means the provision of Municipal services outside of regular hours (dependent on position) or the need for the Municipality to hire a contractor to address issues related to Filming Activities which were not applied for by the Permittee or expected by the Municipality.

Filming Activity means all outdoor human and mechanical activity related to Commercial Filming and includes all light, sound and the operation or parking of all vehicles, trucks and generators.

Filming Day means any day or portion thereof in which Filming Activity is taking place within the Municipality, except where filming preparation or post-production takedown is solely confined to private property.

Filming Liaison means the Municipal staff person designated by the Village Administrator (CAO) to act as a liaison to Filming Permit Applicants and Permittees.

Filming Permit means the document issued by the Municipality to the Applicant/Permittee granting the conditional right for commercial filming in the Village of Ashcroft.

Municipality means the Village of Ashcroft and includes the adjective Municipal.

Security Deposit means the sum of \$5,000 provided to the Municipality once a Filming Permit has been approved.

Village Administrator (CAO) means the Chief Administrative Officer (CAO), or the person acting in that capacity in the absence of the CAO.

### **3. Application and Approval Process**

- 3.1 All Commercial Filming proponents shall complete a Municipal Filming Permit Application Form.
- 3.2 Applications shall be submitted to the Filming Liaison no later than three (3) weeks prior to the proposed commencement of filming.
- 3.3 Applications will not be processed unless accompanied by written permission from the owner(s) of any private lands where the filming will take place.
- 3.4 If granted, permission to film within the Municipality will be conveyed through the issuance of a Filming Permit issued by the Village Administrator (CAO) once all prerequisites of this policy are met.
- 3.5 If all requirements of this Policy have been met, along with any applicable administrative policies or procedures, Filming Permits may be granted directly by the Village Administrator (CAO) unless:
  - (a) A variance to allow for filming outside of the Daytime Filming Hours is required, or

- (b) Filming Activity is required repeatedly on non-consecutive days, or
  - (c) Filming Activity is for more than five (5) consecutive days in which case approval by way of Council resolution is required.
- 3.6 A Permittee cannot change dates, locations, filming times or the type of scene to be filmed as set-out in an approved application without first consulting the Filming Liaison and obtaining the consent in writing of the Village Administrator (CAO). Such consent may be conditional upon notification to all persons impacted and other terms that are appropriate in the circumstances.

#### **4. Notification and Polling Requirements**

- 4.1 Where Filming Activity is for three (3) or fewer consecutive days and does not require a variance to allow filming outside of Daytime Filming Hours, a notification letter approved by the Village Administrator (CAO) shall be hand delivered by the Applicant to all Affected Households and/or Businesses. A Filming Permit will not be issued until at least seven (7) days have passed from the date of notification letter delivery to allow an opportunity for residents of Affected Households and/or Businesses to provide feedback to the Municipality's Filming Liaison.
- 4.2 Where Filming Activity:
- (a) is for more than three (3) consecutive days,
  - (b) requires a variance to allow filming outside of Daytime Filming Hours, or
  - (c) requires repeated filming on non-consecutive days:
    - i. a polling notification letter approved by the Village's Administrator (CAO) shall be hand delivered by the Applicant to all Affected Households and/or Businesses;
    - ii. the Applicant shall document its polling efforts and shall make every reasonable attempt to contact the occupants of a Household to determine support or opposition for the proposed filming;

- iii. offers by the Applicant of compensation and/or alternate accommodations shall be documented and included with the polling information and submitted to the Municipality in confidence;
- 4.3 The polling threshold for objections from Affected Households and /or Businesses is hereby set in this Policy at no more than 15%.
- 4.4. Applications under:
- (a) subsection 4.2(a) for up to and including five (5) consecutive days of Filming Activity may be processed by the Village Administrator (CAO) who may issue a Filming Permit if the polling threshold in section 4.3 has been met, along with all other requirements of this Policy, but nothing herein precludes the Village Administrator (CAO) from referring such an application to Council;
  - (b) subsection 4.2(a) for more than 5 consecutive days of Filming Activity, or under subsections 4.2(b) and 4.2(c), shall be submitted in a report from Municipal staff to Council for consideration at the next Council meeting.
- 4.5 The number of Filming Permits which may be approved for any one residential neighbourhood location, shall be determined by the municipality as permit applications are received.

Owners of properties throughout the Village of Ashcroft are encouraged to register their properties with Creative BC's Location Library and the TNRD Film Commission.

## **5. Use of Municipal Land, Buildings, and Structures**

- 5.1 Municipal lands, including roads and boulevards, may be used for the parking of a Permittee's vehicles and the storage of a Permittee's equipment, subject to submission of a proposed parking plan. Blocking of fire hydrants and residents' driveways will not be tolerated.
- 5.2 Municipal land, buildings, or structures may be used for commercial filming purposes subject to availability and the issuance of a Filming Permit in accordance with this Policy and Fees and Charges Bylaw No. 833, as amended.

- 5.3 Approved Filming Permits are conditional upon the receipt of:
- (a) the applicable filming fees and the Security Deposit;
  - (b) the Certificate of Insurance;
  - (c) the Indemnification Agreement; and
  - (d) any other conditions imposed by the Village Administrator (CAO) or Council.
- 5.4 The Security Deposit may be drawn upon by the Municipality to:
- (a) remedy any damage to Municipal lands, buildings or structures caused by the Filming Activity, without limitation on the Municipality's right to pursue additional compensation or damages if the Security Deposit is insufficient to provide full restitution;
  - (b) enforce any of the Municipality's bylaws and recover any fine levied or judgment obtained against the Permittee;
  - (c) enforce the Indemnification Agreement;
  - (d) reimburse the Municipality for all actual legal costs and for any other expenses incurred in connection with enforcing the Municipality's bylaws, the Indemnification Agreement and the Permittee's liability insurance policy.
- 5.5 A Traffic Management Plan must be submitted for any request to close, or partially close a road and a professional traffic management contractor may be required at the Permittee's expense, in addition to any fees payable under Fees and Charges Bylaw No. 833, as amended. Closing or partial closing of a public roadway must be approved in writing by the Village Administrator (CAO). Total blockages of public roadways shall not exceed 10 minutes at a time before allowing waiting vehicles to pass, subject only to exceptions granted in writing by the Village Administrator (CAO), which may include terms and conditions required to be fulfilled by the Permittee including, but not limited to, advance public notice.
- 5.6 Any request for use of a Municipal fire hydrant must be included in a Filming Permit Application. All hydrants will be operated by Municipal employees only and fees in accordance with Fees and Charges Bylaw No. 833, as amended, will apply.

## **6. Conduct**

- 6.1 The Permittee shall comply strictly with all federal, provincial and Municipal regulations and bylaws including, but not limited to, cannabis, alcohol and food service regulations.
- 6.2 While working within the Municipality, all Filming Permit Applicants/Permittees, including producers, directors, cast, crew members and anyone else working for or associated with an Applicant/Permittee, shall conduct themselves in accordance with the BC Film Commission's *Best Practices – Motion Picture Locations Code of Conduct*.
- 6.3 The Municipality may fine the Permittee for bylaw infractions and may revoke the Permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of the Permit or with applicable enactments.
- 6.4 The Permittee must designate a Production Liaison to the Municipality who is responsible for all film company activities and must be on site for the duration of production. The representative is responsible for ensuring that all cast and crew are informed of, and abide by, the terms and conditions of the Permit and for correcting any deficiencies with compliance. A 24-hour contact number for the representative must be provided to the Municipality.

## **7. Liability Insurance and Indemnification Agreement**

- 7.1 All Filming Permit Applicants shall provide a certificate of insurance evidencing liability insurance in an amount not less than \$5,000,000.00 with the Municipality named as an additional insured.
- 7.2 All Filming Permit Applicants shall cause an authorized signatory to execute the Indemnification Agreement incorporated into the Filming Permit Application as Schedule A.

## **8. Commercial Filming Fees**

- 8.1 All Filming Permit Applicants and Permittees shall provide the Municipality with fees in accordance with Fees and Charges Bylaw No. 833, as amended.

- 8.2 Filming service requests for the Ashcroft Fire Rescue (AFR) Department or AFR locations should be made at the earliest possible date but cannot be guaranteed to be available. If utilized per a filming service or location request, emergency calls may interrupt the filming without incurring responsibility or liability for any losses incurred by the Permittee. A filming service or location request, or an emergency response by AFR on account of Filming Activity, shall be charged at the rates applicable in Fees and Charges Bylaw No. 833, as amended.
  
- 8.3 Any Extraordinary Services shall be charged in accordance with Fees and Charges Bylaw No. 833, as amended.
  
- 8.4 Fees payable to the Municipality do not include fees that may be payable to the owners of private lands on which filming is taking place.
  
- 8.5 Fees for daily filming, location and parking fees in relation to film school projects will be waived subject to meeting the following criteria:
  - (a) the school is an accredited and recognized educational institution;
  - (b) the project must be assigned by the instructor and be part of the curriculum;
  - (c) all personnel working on the project are doing so without financial compensation;  
and
  - (d) the project is for academic use only and is not to be used for commercial gain.

All other requirements of this Policy apply to film school projects.

**9. Donations and Legacies**

- 9.1 Applicant/Permittees are encouraged to contribute to the community by donating to local community groups, and/or by leaving a needed legacy behind for the community to enjoy. A non-comprehensive listing of local community groups and potential legacies is available from the Municipality for consideration by Permittees.

Adopted by Council:	
Updated:	



## APPLICATION FOR COMMERCIAL FILMING PERMIT

### **BACKGROUND INFORMATION**

Local Film Company:	
Applicant Name:	
Location Administrator (CAO):	
Business Address:	
Phone (office):	Phone (cell):
Email:	Fax:

### **DESCRIPTION OF FILMING PROPOSAL**

Filming Dates (includes mobilization):	
Location of Filming:	
Hours of Filming:	
Proposed Schedule and Description of Scenes to be Filmed:	
Impact on Neighbourhood Traffic:	
Type of Municipal Facilities Needed:	<input type="checkbox"/> Municipal Road Allowance/ Parking Lot <input type="checkbox"/> Other Municipal Land (eg: Parks, Trails, Open Spaces, etc.) <input type="checkbox"/> Municipal Buildings or Structures

### **PRELIMINARY SUBMISSION REQUIREMENTS (to be submitted with initial application)**

- Completed Application Form with non-refundable Application Fee
- Plan showing the way in which Municipal facilities would be used (if applicable)
- Parking Plan for all Vehicles (including Trucks and Generators)
- Letter of authorization from the owner(s) of the land, building or structures where the filming will take place.

**ADDITIONAL SUBMISSION REQUIREMENTS** (as directed by the Filming Liaison or Village Administrator (CAO), and as applicable)

- Filming Notification Letter(s) to Affected Households and/or Businesses
- Polling Notification Letter to Affected Households and/or Businesses
- Polling Information (including offers of accommodation and/or compensation, polling spreadsheets, maps and notes)

**FINAL SUBMISSION REQUIREMENTS** (to be submitted as a condition of issuance of the Filming Permit)

- Daily Filming Activity Fee for Commercial Filming
- Fees for the use of Municipal lands, including roadways, buildings structures
- Any other fees required by this Policy or Fees and Charges Bylaw No. 833, as amended
- Security Deposit of \$5,000 payable to the Municipality.
- Executed copy of the Release of Liability and Indemnification Agreement (see attached Schedule A)
- Certificate of Insurance evidencing liability insurance in the minimum amount of \$5,000,000.00 with the Municipality named as an additional insured
- Confirmation that other conditional requirements have been fulfilled (if applicable)

Applicant Signature:	Date
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**Municipal Use Only**

Approved Filming Permit No.:
<ul style="list-style-type: none"> <li><input type="checkbox"/> Completed Application Form with non-refundable Application Fee</li> <li><input type="checkbox"/> Authorization Letter from Private Owner(s)</li> <li><input type="checkbox"/> Parking Plan</li> <li><input type="checkbox"/> Filming Notification Letter</li> <li><input type="checkbox"/> Polling Notification Letter (if applicable)</li> <li><input type="checkbox"/> Polling Information (if applicable)</li> <li><input type="checkbox"/> Daily Filming Activity Fees</li> <li><input type="checkbox"/> Other Fees (if applicable)</li> <li><input type="checkbox"/> Security Deposit</li> <li><input type="checkbox"/> Release of Liability and Indemnification Agreement (Schedule A)</li> <li><input type="checkbox"/> Certificate of Insurance</li> <li><input type="checkbox"/> Other Conditional Requirements</li> </ul>



**SCHEDULE A**

**(Attached to and forming a part of the Application for Commercial Filming Permit)**

**INDEMNIFICATION AGREEMENT**

I/We, \_\_\_\_\_, (the “Applicant/Permittee”):

- (a) agree that I/we have received good and valuable consideration in exchange for entering into this Indemnification Agreement;
- (b) agree to indemnify, defend and save harmless the Village of Ashcroft, its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, suits, damages, losses, and costs, liabilities, expenses and judgments (including all actual legal costs) incurred in defending any of the foregoing brought or made on behalf of any person or corporation for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons, which any of the Indemnified Parties incur, suffer or are put to arising out of or in connection with any act or omission of the Applicant/Permittee, its directors, officers, employees, agents, contractors or invitees, the Indemnified Parties or caused by or arising out of the condition of any real or personal property owned or controlled by the Indemnified Parties or any of them arising from or in any way connected to the Filming Activity or from the Applicant/Permittee’s occupation or use of the property of the Village of Ashcroft;
- (c) agree that the Applicant/Permittee’s obligations hereunder will survive the expiry or termination of any permit issued by the Village of Ashcroft to the me/us and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnified Parties;
- (d) agree that the Applicant/Permittee, upon submitting a Filming Permit application, whether or not a Filming Permit is issued, releases and discharges the Indemnified Parties from any and all losses which the Applicant/Permittee and any of the Applicant/Permittee’s directors, officers, employees, volunteers, agents, contractors or invitees may have arising from actions or inactions on the part of the Indemnified Parties;
- (e) hereby waive all rights of recourse against the Village of Ashcroft for loss or damage to the Applicant/Permittee's property, howsoever incurred.



Applicant/Permittee Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Authorized Signatory for the Village of Ashcroft

Date: \_\_\_\_\_



**SAMPLE NOTIFICATION LETTER FROM APPLICANT TO AFFECTED HOUSEHOLDS AND OR BUSINESSES  
(NO POLLING REQUIRED)**

[Applicant letterhead]

[date]

Dear Neighbours of [address of filming]:

[Applicant] has applied to the Village of Ashcroft (the “Municipality”) to film a [commercial, TV special/series, movie-of-the-week, feature film] called [title] at [address of proposed shoot] on [date(s)] during Daytime Filming Hours (7 am to 10 pm). Municipal facilities requested include: [eg: street parking (from address to address), occupation of all or portion of the (name of) parking lot, operation of fire hydrant, etc.]

The following is an outline of our proposed dates, times and significant Filming Activities:

[For Each Day and Date]

[Time period] – [List in point form all details of any potential disruptions or other relevant activity, including whether scenes are indoors or outdoors, lighting, traffic control, noise, stunts, special effects and parking]]

The Applicant and the Municipality recognize that there are sometimes inconveniences associated with a location shoot, but we are working hard to ensure that your day-to-day schedule is not disrupted and any impacts are minimized to the extent possible.

If you have any questions or concerns about this location shoot, please contact the Village’s Filming Liaison, \_\_\_\_\_ within 7 days of the date of this letter. The Village Administrator (CAO) will review all resident feedback from Affected Households in considering whether to grant a Filming Permit for this application.

For further information about [name of Applicant] or [name of filming project], please contact me at [phone number and email address] or [Production Liaison’s name, phone number and email].

For general information about filming in British Columbia, or to comment on ongoing productions in British Columbia contact Creative BC (formerly the British Columbia Film Commission) at (604) 736-7997, or visit their website at [www.creativebc.com](http://www.creativebc.com)

Yours truly,  
[your name] [Applicant name]  
[contact information]



**SAMPLE NOTIFICATION LETTER FROM APPLICANT TO AFFECTED HOUSEHOLDS AND/OR BUSINESSES  
(POLLING REQUIRED)**

[Production company letterhead]

[date]

Dear Neighbours of [address of filming]:

[Applicant] has applied to the Village of Ashcroft (the “Municipality”) to film a [commercial, TV special/series, movie-of-the-week, feature film] called [title] at [address of proposed shoot] on [date(s)]. Due to the proposed filming [covering more than two consecutive days and/or involving filming at night], polling of Affected Households is required.

As part of the proposed filming, Municipal facilities requested include: [eg: street parking (from address to address), occupation of all or portion of the (name of) parking lot, operation of fire hydrant, etc.]

The following is an outline of our proposed dates, times and significant Filming Activities:

[For Each Day and Date]

[Time period] – [List in point form all details of any potential disruptions or other relevant activity, including whether scenes are indoors or outdoors, lighting, traffic control, noise, stunts, special effects and parking]]

The Applicant and the Municipality recognize that there are sometimes inconveniences associated with a location shoot, but we are working hard to ensure that your day-to-day schedule is not disrupted and any impacts are minimized to the extent possible.

Over the next few days, representatives from [name of Applicant] will be coming door to door and asking you to participate in a poll for this proposed filming. You will be asked whether you support or oppose our Filming Application. If you have any questions or concerns, I would be happy to speak or email with you.

If you prefer, you may contact the Municipality’s Filming Liaison, \_\_\_\_\_ to express your support for, or concerns about, our application. Please be sure to clearly state your name and address and leave a phone number or email address if you would like to be contacted.

All polling information will be provided to the Municipality, along with particulars of our application, for consideration of Filming Permit approval in accordance with Commercial Filming Policy 2019-02.



For further information about [name of Applicant] or [name of filming project], please contact me at [phone number and email address] or [Production Liaison’s name, phone number and email].

For general information about filming in British Columbia, or to comment on ongoing productions in British Columbia contact Creative BC (formerly the British Columbia Film Commission) at (604) 736-7997, or visit their website at [www.creativebc.com](http://www.creativebc.com)

Yours truly,

[your name] [Applicant name]  
[contact information]



*SAMPLE NOTIFICATION LETTER FROM PERMITTEE TO AFFECTED HOUSEHOLDS AND/OR BUSINESSES*

[Applicant letterhead]

[date]

Dear Neighbours of [address of filming]:

On behalf of [Permittee], we are providing advance notice that a [commercial, TV special/series, movie-of-the-week, feature film] called [title] will be shooting in this neighbourhood from [dates]. We will be primarily working at [address].

The following is an outline of our proposed dates, times and significant Filming Activities:

[For Each Day and Date]

[Time period] – [List in point form all details of any potential disruptions or other relevant activity, including whether scenes are indoors or outdoors, lighting, traffic control, noise, stunts, special effects and parking]

The production company has all the necessary permits for this film shoot. Please note that the public [is, is not] permitted to visit the location during filming.

The producers and the Municipality recognize that there are sometimes inconveniences associated with a location shoot, but we are working hard to ensure that your day-to-day schedule is not disrupted and any impacts are minimized to the extent possible.

If you have any questions or concerns about this location shoot, please contact me at [phone number]. During the shoot, you can also talk to [Production Liaison’s name and phone number] who will be on location. If you have further questions about filming within the Village of Ashcroft or specific concerns about this location shoot, you can contact the Village’s Filming Liaison, [name] at [contact telephone number and email address].

Thank you. Your cooperation will help make this location shoot a success and help to encourage more producers to visit the Village of Ashcroft in support of British Columbia’s billion-dollar production industry. For general information about filming in British Columbia, or to comment on ongoing production in British Columbia contact Creative BC (formerly the British Columbia Film Commission) at (604) 736-7997, or visit their website at [www.creativebc.com](http://www.creativebc.com)

Yours truly,

[your name] [production company]  
[your contact information]



**Schedule of Filming Fees**

<u>Fee</u>	<u>Amount</u>	<u>Per</u>	<u>Notes</u>	<u>Actuals</u>	<u>TOTAL</u>
Application Fee	\$100				
Filming Fee - Residential Zone	\$300	Day			
Filming Fee - Commercial Zone	\$200	Day – 3 days			
Municipal Parking Lot Use	\$500	Day			
Municipal Park Use	\$500	Day			
Temporary Closure of Road	\$100	block/day	Plus certified traffic control company at applicant's expense		
Public Works Services	\$80	person/hour			
Street Alteration Permit	\$1,000		Plus additional damage deposit of \$10,000		
On Street Parking for: Truck with Generator Dumpster Trailer	\$30	day	Fee applies to each unit		
Extraordinary Services (municipal staff call outs outside regular work hours, or requirement to hire contractor) On Call Phone: 250-457-7354			Hourly Rate x 2.0 or Contractor costs x 1.25		
<b>TOTAL</b>					

<b>Damage Deposit</b>	<b>\$5,000</b>		<b>Separate Cheque</b>		
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