

Corporate Policy

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Section:	Cultural Services	18
Sub-Section:	Filming	7920
Title:	Filming and Student Filming	2020-01

Related Policies

Number	Title

Approvals

Approval Date: January 12, 2021	Resolution #: <u>RC21/010</u>
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Policy

Production Companies must apply to and receive permission from the City to film in the City of Port Moody. Permits are issued on a first-come, first-served basis. The City retains the right to limit or refuse filming activity.

All enquiries and requests to film in any part of Port Moody must be made solely through the City's Production Coordinator or their designate. City of Port Moody Filming Permit Bylaw, 2020, No. 3273 delegates the necessary authority to City staff to:

- review the requirements of the filming request;
- assess the impact on the community to ensure that the public interests are protected;
- establish terms and conditions under which approvals are granted;
- issue approvals or denials of the request; and
- quote and invoice film productions at the City's established rates.

Definitions

City – refers to the Corporation of the City of Port Moody and the geographic area over which the Corporation is the municipal government.

Production Company, Film or Filming – refers to any company responsible for the development and physical production of digital and cinematographic recordings, television, and video for any commercial or film school purposes with the exception of news broadcasts.

Commercial Filming – refers to filming for the purpose of profit or gain.

Film School – refers to any student filming associated with filming studies.

Production Coordinator – refers to the City of Port Moody employee responsible for coordinating and permitting all filming activity located in the City of Port Moody.

Procedures

General

1. Filming in Rocky Point Park will only be considered from September 15-May 15. All applications received for filming from May 16-September 14 will be denied.
2. Special effects are not permitted in Environmentally Sensitive Areas. Additional restrictions may apply adjacent to Environmentally Sensitive Areas, or at known bird nesting locations to protect nesting birds.
3. Filming Permits involving the temporary use of property do not affect the zoning category of a neighbourhood.

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Production Company Filming

4. Production Companies must submit a completed Filming Application to the Production Coordinator or their designate a minimum of five (5) business days (ten (10) business days for work including extraordinary stunts and/or special effects and filming in City facilities, with the exception of Inlet Theatre) prior to the commencement of filming in the City of Port Moody. Requests to film at Inlet Theatre will be considered with a minimum of five (5) business days' notice.
5. Production Companies must remit to the City all filming fees and deposits in the full amount of the estimated filming costs, including the Permit fee prior to the commencement of filming.
6. Production Companies must remit to the City a security deposit when a risk of damage has been determined, with an amount set proportionate with the likely cost of repair.
7. Production Companies must provide insurance documents issued to the City of Port Moody by an authorized licensed insurance agent at least two (2) business days prior to the commencement of filming activities.
8. Production Companies must agree to and sign the Hold Harmless agreement included on the Filming Application form, substantially in the form set out in Appendix "A" to this policy.
9. Production Companies must provide a detailed site plan and map of proposed filming location(s) and/or area(s) that indicates street occupancy, parking requests, location of generator(s), lighting needs, interior and/or exterior location(s), etc.
10. Production Companies must identify any traffic pattern changes or pedestrian impact (i.e. parking, intermittent traffic control, sidewalk or road closures, etc.).
11. Production Companies must abide by any "Film Hotspot" designations identified by the Production Coordinator or their designate. All film sensitive areas will be reviewed by the Production Coordinator or their designate, who is authorized to give the area a "Film Hotspot" designation to impose special conditions on any filming taking place in the area. This could include, but is not limited to:
 - maximum number of film days in a specific time period;
 - increased notification requirements;
 - limits on days of the week and hours for filming;
 - cap on crew size; and/or
 - limits on street parking, etc.
12. Production Companies must distribute a Filming Notification Letter, following approval by the Production Coordinator or their designate, where applicable.
13. Production Companies must provide an outline of details and safety plans related to special effects, pyrotechnics, and/or sound effects.

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14. Production Companies must poll the neighbourhood to further communicate filming activity and seek neighbourhood support, as applicable.
15. Production Companies must request an extension to the City's Sound Level Bylaw (BL1399-C) for filming between 10:00pm and 7:00am (subject to polling).
16. Production Companies are directly responsible for addressing and resolving all issues that arise as a result of filming.
17. The Production Coordinator or their designate will assist in communication between residents, merchants, and Production Companies, but will not negotiate on behalf of a stakeholder.
18. If the resident or merchant is not satisfied with a dispute resolution, they can contact the City's Manager of Cultural Services and/or Creative BC.
19. In the event that a satisfactory resolution is not achieved by the Production Company, Production Coordinator, or Manager of Cultural Services, the complainant may request a review by the General Manager of Community Services. The General Manager will attempt to resolve the issue or, if unsuccessful, may bring it forward to Council for consideration.
20. The Production Coordinator or their designate, if threatened, harassed, or verbally and/or physically abused by a member of the film company or its agents and contractors, is authorized to cancel the Filming Permit, at any time, without compensation or advance notice to the Production Company.
21. Threats and violence from the public are deemed inappropriate and City staff will notify senior staff and/or authorities as required.

Student Filming

22. Student filming in the City of Port Moody must be approved by the City of Port Moody's Production Coordinator or their designate prior to the commencement of any filming activity.
23. Filming Application fees will be waived for film school projects meeting the following criteria:
 - the project must be assigned by the instructor of a recognized school, and be part of the curriculum;
 - the project must be for academic use only, not for commercial gain;
 - the school must agree to and sign the Student Filming Agreement set out in Appendix "B" to this policy; and
 - the school must agree to and sign a Hold Harmless Agreement, substantially in the form set out in Appendix "A" to this policy.
24. All projects are subject to the City of Port Moody's filming procedures and applicable Bylaws.

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25. Fully completed Student Filming Applications must be received by the Production Coordinator or their designate no less than five (5) business days prior to the commencement of filming.
26. An insurance certificate, or a memorandum of coverage, from the educational facility, naming the City of Port Moody as additional insured, must be submitted prior to the commencement of filming.
27. Insurance documents may be provided under the educational facility's master policy; a copy may be requested by the Production Coordinator or their designate while reviewing the Application.
28. The project contact assigned as Location Manager is responsible to the City and community for all filming activity and must be on location during all preparation, filming, and wrap activities.
29. Any deviations from the original filming schedule or activity must be approved by the Production Coordinator or their designate.
30. Each City-owned location request will be dealt with on an individual basis. The use of facilities, vehicles, and services, including staff, will be approved upon availability and will be billed at rates established in the Fees Bylaw.

Monitoring/Authority

Monitoring of this policy is delegated to the Cultural Services Division.

APPENDIX "A"
Hold Harmless Agreement

The applicant agrees to assume and hold harmless the City of Port Moody, its officers, employees, and agents from all liability to any person or property of whatsoever kind or nature, including those related to COVID-19, which is caused by the acts or omissions of either the Permittee, their agents, or their employees in the course of the filming activities as a result of filming activities described above for which they have been granted a Filming Permit by the City of Port Moody, except to the extent arising out of a pre-existing defect in the premises or the negligence or wilful misconduct of the City of Port Moody, its employees, representatives, or agents.

Further, the applicant agrees to indemnify and defend, saving harmless the City of Port Moody, its officers, employees, and agents, against any liability or claims of liability, brought or made on behalf of any person for personal injury (including those related to COVID-19) or property damage caused by or arising out of any act or omission of either the applicant, their agents, or employees including officers or employees of the City of Port Moody and occurring during the period and as a result of the activities for which this Permit was issued, except to the extent such injury or property damage is caused by the negligence or wilful misconduct of the City of Port Moody, its employees, representatives, or agents.

APPENDIX "B"
Student Filming Agreement

We, the undersigned, take full responsibility for the actions of all cast and crew and any ramifications resulting directly or indirectly from our filming activity. We also take responsibility for ensuring that all activity performed around the assigned area is done in an appropriate and safe manner, and that the activity is restricted to the assigned area(s). We also agree to abide by the conditions of this Application and all the City guidelines and bylaws.

Signature of Location Manager

Date

Signature of Instructor as School Representative

Date