

# TOWN OF GIBSONS



## FILMING REGULATION BYLAW NO. 1322, 2024

Adopted: July 23<sup>rd</sup>, 2024

# TOWN OF GIBSONS

## FILMING REGULATION BYLAW NO. 1322, 2024

A Bylaw to regulate filming within the Town of Gibsons

WHEREAS, it is deemed desirable to regulate Film Production activities within the Town of Gibsons to protect the well-being of residents and to regulate businesses as provided for by sections 8(3)(h) and 8(6) of the *Community Charter*;

AND WHEREAS, section 194 of the *Community Charter* provides that Council may impose fees in respect of the use of municipal property and the exercise of authority to regulate;

AND WHEREAS, section 154 of the *Community Charter* authorizes Council to delegate its powers, duties and functions to its officers or employees;

NOW THEREFORE, the Council of the Town of Gibsons, in an open meeting assembled enacts as follows:

### 1. TITLE

- 1.1 This bylaw may be cited for all purposes as the "Filming Regulation Bylaw No. 1322, 2024" (the "Bylaw").

### 2. INTERPRETATION

- 2.1 In this Bylaw, unless the context otherwise requires:
  - 2.1.1 "**Affect the Use of Town Property**" means **Film Production** occurring on or near Town Property that will impact the use of the Town Property by members of the public that are not involved with the **Film Production**;
  - 2.1.2 "**Commercial**" means an advertisement that is intended for widespread distribution, screening or showing;
  - 2.1.3 "**Film Coordinator**" means the Town Staff member designated as the coordinator between the Town and the Production Company to ensure that the procedures in this Policy and all other relevant laws and legislation, and bylaws are followed, and all outlined requirements are met;
  - 2.1.4 "**Film Event**" means filming, videotaping, or any other form of visual recording for a film, program, documentary, commercial, music video, digital content, or educational film requiring a **Film Permit** pursuant to this bylaw, and does not include filming events that are conducted by the Town, street interviews, newscasts, sportscasts, press conferences or visual recordings for personal purposes only;

- 2.1.5 "**Film Permit**" means a permit issued under this Bylaw granting permission in writing by the **Film Coordinator** to an applicant to carry out **Film Production** activities regulated by this Bylaw;
- 2.1.6 "**Film Production**" means the photographing, filming creation and production of a **Commercial** or **Film Event** and includes all preparation activities, set up, dismantling, removal or restoration activities in connection with the **Film Production**;
- 2.1.7 "**Film Policy**" means the Town of Gibsons **Film Policy No. 1.5** established to guide the Production Company through the Town's Film processes;
- 2.1.8 "**Hold Harmless Agreement**" means an agreement from the Production Company to assume and hold harmless the Town, its officers, employees and/or agents from liability to The Production Company or property occurred as a result of filming activities;
- 2.1.9 "**Town**" means the Town of Gibsons; and
- 2.1.10 "**Town Property**" means real or personal property, facilities or equipment owned, held by, leased, or in the possession of the **Town**, including, without limitation, lands, roads, sidewalks, boulevards, parks, squares, buildings and vehicles.

### 3. FILM PERMIT

- 3.1 The Production Company proposing to carry out **Film Production** in the **Town** or to use or **Affect the Use of Town Property** for the purpose of **Film Production** must apply for and be granted a valid **Film Permit** issued by the **Film Coordinator**.
- 3.2 A person who applies for a **Film Permit** must do so in writing to the **Film Coordinator** using the **Film Permit** application form.
- 3.3 A **Film Coordinator** is delegated the authority to approve and execute the application for a **Film Permit** and to approve, execute, add special conditions and issue the **Film Permit**, where the **Film Permit** application has met the requirements of the Film Policy.
- 3.4 A person who is issued a **Film Permit** must comply with the requirements in the Film Policy.
- 3.5 Where an application for a **Film Permit** is for **Film Production** intended to take place on fee simple **Town Property**, a **Hold Harmless Agreement** is required. For clarity, a **Hold Harmless Agreement** is not required where **Film Production** will occur entirely on **Town** owned roads and where a Highway Use Permit is required as per the Town of Gibsons Traffic and Highway Use Bylaw 1193, 2014".
- 3.6 A person making an Application for a **Film Permit** for **Film Production** on **Town Property** or where Town staff and resources are required must pay to the **Town** a refundable security deposit per **Film Permit**.
- 3.7 A person who is issued a **Film Permit** must comply with the requirements of this Bylaw, or any other bylaw of the **Town** which applies to the **Film Production** activities and in carrying out the **Film Production** activities, must comply with all applicable statutes,

regulations, rules, codes, and all orders of federal, provincial or municipal authority having jurisdiction.

- 3.8 The **Town** may use the security deposit in 3.6 or any portion of it where, in the opinion of the **Film Coordinator**, the holder of a **Film Permit** has contravened a provision of this Bylaw or any term or condition of a **Film Permit** and use it to pay for any associated legal costs, any outstanding repair required to be made by the **Town** to public property as a result of the actions of the holder of a **Film Permit** and any outstanding charges to the holder of a **Film Permit** to cover the costs of **Town** staff or equipment.
- 3.9 No person to whom a **Film Permit** has been issued under this Bylaw shall change a location where filming takes place without first applying to the **Film Coordinator** to have the location amended and receiving such approval.

#### 4. FEES

- 4.1 **Film Permit** applicants must pay to the **Town**, **Film Permit** fees as established in the "Town of Gibsons Rates, Fees and Charges Bylaw No. 1196, 2014".

#### 5. ENFORCEMENT AND PENALTY

- 5.1 The **Film Coordinator** may suspend or cancel a **Film Permit** where the Film Permit holder has failed to comply with the terms and conditions of the **Film Permit** or provisions of this Bylaw.
- 5.2 A person who contravenes, violates or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable upon conviction to a fine of not more than ten thousand dollars (\$10,000.00) and not less than two hundred dollars (\$200.00), the cost of prosecution and any other penalty or order imposed pursuant to the *Community Charter*, S.B.C. 2003, c.26 or the *Offence Act*, R.S.B.C. 1996, c.338. Each day that an offence against the Bylaw continues or exists shall be deemed to be a separate and distinct offence.

#### 6. SEVERABILITY

- 6.1 Any part, section, subsection, clause or subclause of this Bylaw is, for any reason held to be invalid by the court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Bylaw.

<b>READ</b> a First Time this	9 <sup>th</sup> day of July,	2024
<b>READ</b> a Second Time this	9 <sup>th</sup> day of July,	2024
<b>READ</b> a Third Time this	9 <sup>th</sup> day of July,	2024
<b>ADOPTED</b> this	23 <sup>rd</sup> day of July,	2024

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Mayor

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Corporate Officer