



# TOWN OF GIBSONS POLICY MANUAL

<b>SECTION: CORPORATE ADMINISTRATION</b>	<b>POLICY #: 1.5</b>
<b>TITLE: FILM POLICY</b>	<b>ADOPTED DATE: July 9, 2024</b>
<b>REVISED DATE: AS NEEDED</b>	<b>APPROVED BY: COUNCIL</b>
<b>REVISED DATE:</b>	<b>RESOLUTION #: R2024-148</b>

## POLICY STATEMENT

With breathtaking views and vistas of the iconic Gibsons Harbour, Gibsons serves as the gateway to the Sunshine Coast.

Gibsons is located on the traditional territory of the Skwxwú7mesh Úxwumixw (Squamish Nation). A film-friendly community that embraces creative industries, Gibsons offers a unique blend of accessibility, affordability, and talent, making it an ideal location for filmmakers and production companies to create. The Town of Gibsons recognizes the unique economic benefits that the film industry provides and welcomes the film industry to the community. The Town strives to allow the film industry to make reasonable use of locations around the Town.

This Policy provides direction for the film industry on how to obtain access to Film their productions within the Town boundaries while balancing the Town's operational needs and citizens' access to programs, services and overall community enjoyment.

The Town strongly encourages low carbon productions such as energy consumption, recycling practices and reducing environmental impacts.

## PURPOSE

This purpose of this Policy is to set out clear and consistent requirements and expectations for Filming in the Town of Gibsons that strikes the appropriate balance between successful filming that will portray the Town in a positive image and contribute to the local economy, with a minimum of disruption to residents.

## SCOPE

This Policy applies to all Filming that occurs within the Town and to all production companies that are interested in Filming in the Town, as well as any Town Staff that are involved in coordinating or monitoring the Filming.

## DEFINITIONS

“**Assistant Location Manager**” means the assistant who supports the **Location Manager** and helps to plan and organize the logistics of Filming and notify the community about Filming activities.

“**Business Days**” means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia.

“**Ferry Traffic**” means the busy times during which the ferry is loading/unloading.

“**Filming**” means any commercial, non-commercial, educational, or student **filming** activities that occur in the Town, including but not limited to scouting activities, site surveys, technical surveys, site preparation and clean-up, including “circus and crew” park locations, equipment/work truck parking, film work, or necessary restoration of sites after **filming**, but excludes news broadcasts.

“**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.

“**Film Liaison**” means the contractor hired by the Town to supervise the **Filming** to ensure that the Production Company complies with the Town’s **Filming** processes and adheres to the Filming work plan, and to liaise with the general public and **Relevant Parties** when necessary.

“**Force Majeure Event**” means any delay in **filming** created by a situation beyond the Town’s reasonable control, including but not limited to any war, riot, pandemic, civil emergency, natural disaster, strike, lockout, inability to procure materials or services or other industrial/infrastructure disturbance, fire, lightning, floods, inclement storms, or unusually severe weather.

“**Highway Use Permits**” means permits that are issued by the Town to allow for **Production Companies** to Film and park on Town Roads.

“**Hot Location**” means a **Filming** location that has been identified by the **Film Coordinator** as one that may create potential issues due to a high concentration of **Filming** or because of logistical challenges.

“**Location Manager**” means the person acting as Location department head on behalf of the Production Company who selects a **Filming** location, manages the logistics of **Filming**, ensures **Filming** approval is obtained before **Filming** commences, oversees **Filming** at all sites, and addresses any concerns raised in a timely and appropriate manner.

“**Park(s)**” means all public parks, playgrounds, Driveways in parks, beaches, play fields, trails, and all other lands that are under the custody, care, management, or jurisdiction of the **Town**.

“**Production Company**” means the company seeking to conduct **Filming** in the Town and includes all their production crew and external third party contracted staff.

"**Public Place**" means the definition set out in the current Town of Gibsons Public Places Regulation Bylaw, as amended from time to time.

"**Relevant Parties**" means any property owners, businesses, residents, tenants, or other such individuals who are within reasonable proximity of **Filming** and are directly or indirectly impacted by the **Filming**.

"**Reverse Polling**" means requiring Production Companies to send out a notification letter informing affected property owners and tenants of the proposed **Filming** Activity and inviting them to send their objection to the Town of Gibsons prior to the Filming Activity.

"**Town**" means the Town of Gibsons.

"**Town Facilities**" means any Park, **Public Place**, or Recreation Facility as defined herein.

"**Town Staff**" means any person employed by the **Town** or any person who has been assigned or hired to act on the **Town's** behalf.

## PROCEDURE

### 1. Location Scouting

- 1.1 The **Production Company** will direct any questions related to potential **Filming** locations and scouting opportunities to the **Film Coordinator**.
- 1.2 The **Film Coordinator** will consider each **Filming** inquiry holistically and will advise the **Production Company** if there are issues with the requested **Filming** locations.

### 2. Filming Permit Process

- 2.1 Any procedures related to the general **Filming** permit process as set out herein may be waived at the discretion of the **Film Coordinator**, the request of which must be received in writing by the **Film Coordinator**.
- 2.2 The **Production Company** must apply for and obtain a Town Business Licence through the Bylaw Department.
- 2.3 The **Production Company** must provide the following to the **Film Coordinator** prior to the commencement of any **Filming**:
  - 2.3.1 a deposit to process the Film Application, cover all Municipal **Filming** fees, and to cover potential damages, the amount of which will be based on the scope of work, number of locations, and fee criteria as set out in the current Town of Gibsons Rates, Fees & Charges Bylaw 1196;

- 2.3.2 a signed copy of a Hold Harmless agreement prepared by the **Town** which indemnifies and holds harmless the **Town** against any legal responsibility or legal proceedings brought against the **Production Company**;
- 2.3.3 the Film Permit Application form, which is located on the **Town's** website and must be submitted at least twenty (20) **Business Days** for each individual **Filming** project prior to the desired **Filming** date to allow the form to be processed;
- 2.3.4 Noise Relaxation Application Form; and
- 2.3.5 A draft of the Resident Letter and any Polling results, to be provided to the **Film Coordinator** at least three (3) **Business Days** in advance, if required.
- 2.4 The **Production Company** is responsible for obtaining any other necessary **Filming** permits prior to commencing **Filming**, with the **Film Coordinator** to assist the **Production Company** as required.
- 2.5 Once a **Filming** permit has been issued to the **Production Company**, any changes to dates, times, or location for **Filming** may result in the **Filming** permit being cancelled. If the **Filming** permit is cancelled, the **Production Company** may need to re-apply for a new **Filming** permit and pay the associated costs for the re-issuance of the permit.
- 2.5.1 the **Production Company** may not change **Filming** locations without written approval by the **Film Coordinator**.
- 2.6 The use of **Town Facilities** and resources is subject to their availability; their use may be withdrawn without notice at any time, which may impact **Filming**. The **Town** will not be held liable for any delays or other issues this may cause the **Production Company** as a result.
- 2.7 The **Town** reserves the right to deny a **Filming** Permit Application if it is determined:
- not to align with the Town's Strategic Plan priorities and goals;
  - it may have detrimental effects on the safety and/or wellbeing of the community; or
  - to be a **Hot Location**.

### 3. Electrical Permits and Electrical Inspections

- 3.1 Electrical Permits must be obtained where applicable and may be applied for through the BC Safety Authority.

### 4. Highway Use Permits

- 4.1 If the **Production Company** wishes to use **Town's** highways and roads for **Filming**, parking, or traffic control, they must apply for a Highway Use Permit. The **Film Coordinator** will work with the **Production Company** to apply for the permit to ensure that they comply with the Town's bylaw requirements.
- 4.2 The **Production Company** may be required to submit a Highway Use Request form with an attached map detailing the Highway use if the **Film Coordinator** determines it to be necessary. In some cases, the **Production Company** may be required to create a Traffic Management Plan (TMP) for review.
- 4.3 **Ferry Traffic** should be considered when **Highway Use Permits** are required.

### 5. Special Effects and Stunts Permits

- 5.1 If special effects will be used during **Filming**, the **Production Company** must submit a Special Effects Application to the **Film Coordinator** to obtain a Special Effects Permit.
- 5.2 The following information must be provided along with the Special Effects Application with risk assessment plan:
  - The type of special effects that will be used, the equipment used for those special effects, safety precautions that will be taken, and if there are any other special requirements;
  - Demonstration that special effects explosives, if used, adhere to National Resources Canada storage requirements
  - A site plan outlining where the special effects will take place;
  - The names of film personnel who have fire extinguishers and are trained to use them;
  - An emergency evacuation and fire suppression plan; and
  - Compliance with Town of Gibsons Fireworks Bylaw No. 1034 is required for discharging of any pyrotechnics.

## 6. Noise Exemption

- 6.1 **Filming**, setting up sites, or taking down sites outside of the hours set out in the Town of Gibsons Anti-Noise Bylaw No. 1285 section 4.3 will not be permitted unless the Bylaw Department is satisfied that all residents and businesses in the affected area have been notified and approval in writing has been obtained from the Bylaw Department.
- 6.2 If the **Production Company** wants to Film outside of permitted noise hours set out in the Anti-Noise Bylaw, they must submit a Noise Exemption written request. The **Town** makes no guarantees that the Noise Exemption Request will be approved.

## 7. Fire and RCMP Services

- 7.1 The Film Company must work directly with the Gibsons and District Volunteer Fire Department (for fire services) and RCMP (for RCMP services) and BC Ambulance Service.

## 8. Marine Locations

- 8.1 For **filming** on marine locations Transport Canada and Department of Fisheries and Oceans requirements must be met and Joint Rescue Coordination Centre (JRCC) and the local Royal Canadian Marine Search and Rescue must be informed at least ten (10) **Business Days** prior to any **Filming** Activity.
- 8.2 The Gibsons Landing Harbour Authority approval must be obtained for all **filming** activities on the Gibsons Public Wharf.

## 9. Filming Notification

- 9.1 The **Production Company** will notify any **Relevant Parties** who may be affected by the **Filming** with a Notification Letter.
- 9.2 The **Location Manager** must provide the **Film Coordinator** with the **Production Company's** proposed Notification Letter by email at least three (3) **Business Days** before **Filming** commences. The Notification Letter must contain, at minimum, the following:
- Name of Production Company;
  - Brief description of **Filming** activity, including any stunts and noise impacts that may result from **Filming**;
  - Date and time of **Filming**;
  - Contact information for the on-site **Assistant Location Manager**;

- Contact information for **Film Coordinator**;
- Telephone number and email of Creative BC;
- Parking;
- Special effects and any loud or disruptive stunts.

9.3 The **Film Coordinator** will review the Notification Letter to ensure it meets the criteria set out in this Policy. If the Notification Letter is accepted by the **Film Coordinator**, then it may be distributed by the **Production Company**.

9.4 The **Production Company** must distribute the Notification Letter of Approval to all **Relevant Parties** residing within a three (3) block radius of **Filming** and **filming**-related equipment.

## 10. Reverse Polling

10.1 The **Production Company** is required to reverse poll neighbourhoods effected by **Filming** to communicate the **Filming** activities and impacts it may have on the community, as per the discretion of the **Film Coordinator**, if any of the following circumstances apply:

- **Filming** will take place over multiple **Filming** days;
- Disruption to a residential or commercial area;
- Any noise relaxation and extension of work hours;
- **Hot Locations**;
- Any special effects usage; or
- Any highway usage or road closures.
- Polling must be distributed a minimum of three (3) **Business Days** prior to the commencement of any **filming**.

10.2 Production Companies are required to conduct a reverse poll informing affected property owners and tenants of the proposed **Filming** Activity and inviting them to send their objection to the Town of Gibsons prior to the **Filming** Activity. If affected property owners and tenants respond negatively to the **Town** within the specified response period, the permit may be denied.

## 11. Highway Use and Traffic Control

11.1 Highway Use must comply with the current Town of Gibsons Traffic and Highway Use Bylaw.

11.2 The **Production Company** must obtain, at their own cost, certified traffic control professionals to organize traffic control in the area that **Filming** occurs, and a traffic control plan must be provided to the **Film Coordinator** (5) **Business Days** prior to **Filming** to obtain their approval of the plan.

11.3 If traffic cannot be diverted to other highways, then traffic will be stopped intermittently

with traffic control professionals to direct traffic for periods not exceeding 3 minutes unless special circumstances warrant an extension by the **Film Coordinator**.

- 11.4 Highways and roads in the **Town** will not be closed for **Filming** during **Business Days** without arrangements first being made prior to **Filming** with **Relevant Parties** that may be impacted.
- 11.5 Major highways will not be closed on **Business Days** during Rush Hour or other periods of high-volume traffic, unless prior arrangements have been made with local businesses and with the **Film Coordinator's** approval.
- 11.6 The **Production Company** and designates will provide emergency vehicles and buses the absolute right-of-way at all times during traffic control and will not impede, or attempt to impede, them at any time for any reason. Bus routes may be altered by SCRD/BC Transit through their written approval.

## 12. Signage

- 12.1 Signage, as approved by the **Film Coordinator** and in accordance with the Town of Gibsons Sign Bylaw, must be placed by the **Film Liaison** for the **Production Company** 24 hours in advance of **Filming** at the location site to notify **Relevant Parties** that parking access to those areas may be limited.
- 12.2 **Production Company** vehicles may be required to display identifying signage or hangers to indicate the vehicles are for **Filming** use.

## 13. Parking

- 13.1 The **Production Company** may use public off-street parking for non-essential vehicles such as crew parking, if available, but may be required to use a remote parking lot or arrange suitable shuttle transportation if it is unavailable.
- 13.2 The **Production Company** must work with the **Film Coordinator** to ensure that parking is organized and minimally disruptive to the surrounding areas. Cones and traffic control professionals must be in place at all times to direct traffic in the area.
- 13.3 Signage, as approved by the **Film Coordinator**, must be placed by the **Film Liaison** for the **Production Company** 24 hours in advance of **Filming** at the location site to notify **Relevant Parties** that parking access to those areas may be limited.

## 14. Private Property

- 14.1 If the **Production Company** wishes to Film on a private property, they must



coordinate this with the registered owner of that private property. The **Film Coordinator** will work with the **Production Company** to issue the necessary permits for **Filming**, but the **Town** bears no responsibility for any issues, legal or otherwise, that may arise as a result of the **Production Company Filming** at a private property. The **Film Coordinator** also has the discretion to deny **Filming** opportunities on private property if any of the following reasons apply:

- it would create too much of a burden on **Relevant Parties**;
- it would create a noise disturbance in contravention of the current Town of Gibsons Anti- Noise Bylaw or any applicable bylaws;
- it is considered a **Hot Location**;
- it creates environmental or safety concerns; or
- polling has been unsuccessful and failed to reach the required consensus threshold as set by the **Film Coordinator**.

## 15. Modifications to Location

15.1 The **Production Company** may not construct **Filming** sets at any location without a building permit from the **Town** Building Department.

15.1.1 Any alterations or construction of a building must have valid building permit(s) and meet a fire inspection prior to issuance of a **Film Permit**.

15.1.2 Any exterior construction must consider aquifer and archaeology protection per DPA 9 and First Nations Agreements.

15.2 Any alterations that the **Production Company** wishes to make to the **Filming** location must be approved in advance through written authorization by the **Film Coordinator**. If the alteration is to private property, the registered owner of that private property must also provide authorization. The Production Team and the registered property owner must reach an agreement regarding the condition of the property after **filming** ends, including whether to revert any changes or maintain the modifications made.

## 16. Environmental Consideration

16.1 The **Production Company** must make efforts to reduce their environmental impact during **Filming**, and all recycling and waste materials must be removed during and after **Filming** by the **Production Company**, who will bear all costs associated with this removal.

16.2 The **Production Company** must comply with all **Town** environmental guidelines and policies relating to the protection and management of the environment, including but not limited to the current Tree Preservation Bylaw and Wildlife Attractant Bylaw.

16.3 The **Production Company** shall provide an emissions report to the Town after wrap up.

## 17. Fees and Compensation

17.1 All fees and charges issued by the **Town** in relation to **Filming** will be charged to the **Production Company** pursuant to the current Town of Gibsons Rates, Fees & Charges Bylaw 1196 and must be paid prior to **Filming** through the deposit as a declining balance.

17.2 If **Relevant Parties** wish to seek compensation for any **Filming** Activities that impact their neighbourhood or business, they must coordinate this with the **Production Company** or fill out a "Loss of Business Form" from Creative BC to agree on compensation.

17.3 The **Production Company** will bear associated costs if any of the following situations occur and, at the discretion of the **Film Coordinator**, a portion or all of their deposit may be held to cover the cost if:

- the **Production Company** causes damage to any **Town** location during **Filming**;
- the **Production Company** uses additional **Town** services outside the scope of the **Filming** Application; or
- the **Production Company** fails to obtain the required permit, or meet and follow required permit conditions.

## 18. Domestic and Exotic Animals

18.1 The use of domestic or exotic animals by the **Production Company** and their designated animal trainers during **Filming** must be approved by the **Film Coordinator** and must comply with the laws of Canada, all applicable legislation, **Town's** bylaws and policies, and it is the responsibility of the **Production Company** to ensure that they are in compliance of such.

## 19. Interfering

19.1 The **Production Company** must comply with all provisions of the **Town's** current Public Places Regulation Bylaw.

## 20. Inspections

20.1 Inspections may be conducted by the **Town** at any time without prior notice during **Filming** to ensure compliance with this Policy and the permits issued.

20.2 Any violations of this Policy or the permits issued to the **Production Company** and its designates may result in fines under the current Town of Gibsons Bylaw Notice

Enforcement Bylaw or revocation of the issued permits.

## 21. Indemnity and Insurance

- 21.1 The **Production Company** will sign a Hold Harmless Agreement prepared by the **Town** which indemnifies and holds harmless the **Town** against any liability, legal responsibility or legal proceedings at any time during **Filming**, including set up and take down of the **Filming** sets;
- 21.2 The **Production Company** is required to provide proof of liability insurance at least five (5) **Business Days** in advance of **Filming**;
- 21.3 The insurance policy must include the following:
- cover no less than five million dollars (**\$5,000,000.00**) of comprehensive liability insurance during the period of time **filming** is conducted;
  - name the **Town of Gibsons** as additional named insured; and
  - in certain circumstances as determined by the **Film Coordinator**, state that the policy will not be cancelled, lapsed, or materially altered without 30 days' notice in writing to the **Town**.

## 22. Drones

- 22.1 The use of Drones by the **Production Company** is subject to all applicable laws of Canada, provincial legislation, this Policy and any other relevant **Town** policies, any applicable **Town** bylaws, and any other relevant regulations that may apply.
- 22.2 The **Production Company** must obtain written authorization by the **Film Coordinator** to use Drones during **Filming**.
- 22.3 The **Production Company** must provide drone specifications, proof of Licensing and Insurance to the **Town** at least five (5) **Business Days** in advance of **filming**.

## 23. Student Filming

- 23.1 The **Town** welcomes Student **Filming** and recognizes the intrinsic value it provides to the educational community.
- 23.2 Student **Filming** must comply with the Film Permit Application process of this Policy, as well as any applicable **Town** bylaws.
- 23.3 A Film Permit Application and associated fees must be submitted at least ten (10) **Business Days** prior to the proposed date of Student **Filming**; fees are charged in

accordance with the current Town of Gibsons Rates, Fees & Charges Bylaw 1196..

23.4 Student **Filming** Projects must meet the following criteria for **Filming** to commence:

- the institution must be an accredited and recognized educational institution;
- unless otherwise determined by the **Film Coordinator**, the institution must execute all associated legal documents and provide the **Film Coordinator** with a copy of current insurance of no less than five million dollars (**\$5,000,000.00**) that covers general comprehensive liability insurance;
- the Student **Filming** Project must have been assigned by one of the institution instructors and be part of the institution's curriculum;
- any personnel associated with the Student **Filming** Project must not be receiving financial compensation for assisting with the project;
- the Student **Filming** Project must be academic in nature and may not be used for any type of financial or non-financial gain.

## 24. Donations and Honorariums

24.1 Production Companies may donate items or honorariums to the **Town** that relate to the Film being created, and the **Town** may display these items if they choose to do so.

24.2 The **Film Coordinator** may accept these donations or honorariums on behalf of the **Town** and such acceptance of donated items or honorariums will not contravene the current Employee Code of Conduct.

## 25. Black Out Filming Days

25.1 To minimize disruption, **Filming** will not take place in the Lower Gibsons area during the following circumstances, unless approved by the Film Coordinator:

- statutory holidays, including days before and after statutory holidays as determined by the **Town**;
- Town special events; and
- during construction periods that occur in the same location that Filming is to take place.

## 26. Administration and Responsibilities

26.1 COUNCIL

- Responsible for providing policy direction.

26.2 CHIEF ADMINISTRATIVE OFFICER

- Responsible for establishing and maintaining policies and procedures for the Town's filming process and overall compliance with the policy.

26.3 DEPARTMENT DIRECTORS AND MANAGERS:

- Responsible for adherence to the filing policy and procedures.

26.4 The **Film Coordinator** is responsible for implementing this Policy under the direction of the Department Director or Manager.

26.5 This Policy may impact other **Town** departments including Engineering, Parks, Infrastructure, Environmental Management, Building and Bylaw. As such, reviews of this Policy must be done with an interdepartmental lens to ensure that all internal stakeholders are notified of any future amendments.

## 27. Consequences

27.1 Subject to written authorization obtained from the **Town**, all **Filming** that occurs at a **Town** Facility must comply with all **Town** bylaws, including the current Town of Gibsons Public Places Regulation Bylaw.

27.2 Tickets may be issued under the current Town of Gibsons Bylaw Notice Enforcement Bylaw in the event that there is a contravention of the issued permits or any relevant **Town** bylaws in accordance with section 16 of this policy.

27.3 The **Town** reserves the right to cancel a **Filming** permit or reservation of a **Town** Facility, revoke **Town** resources, or halt **Filming** at any time, in accordance with section 2 of this policy.

27.4 The **Town** may report a failure to comply with this Policy to Creative BC if deemed necessary.

## 28. Appeals

28.1 The **Production Company** will be liable for addressing and resolving any complaints or issues that arise due to **Filming**.

28.2 The **Film Coordinator** may assist the **Production Company** with communicating with the complainant but will not be responsible in any way for negotiating or resolving the complaint or issue.

## 29. Accommodations

29.1 The **Town** will make reasonable efforts to ensure, whenever possible, that under-represented, marginalized, and differently abled members of the public are treated fairly and accommodated by the **Production Company** when **Filming** is taking place.

## 30. Review Date

30.1 This policy will be reviewed as needed.