
VILLAGE OF BEISEKER



Title	PERSONNEL	POLICY NO:	E-19
Legislation Reference	VILLAGE OF BEISEKER FILMING POLICY		

1. Purpose

To ensure the Village of Beiseker capitalizes on the economic and social benefits of having the film industry operate within our municipal borders, while controlling any negative impact such activities have on our citizens, businesses, facilities and/or property.

2. Scope

This Policy covers all filming that occurs within the municipal borders of the Village of Beiseker and is a guideline to be used to negotiate individually with each production company as opportunities for filming arise.

3. Responsibilities

The CAO (Chief Administrative Officer of the Village of Beiseker) or her/his delegate is responsible for coordinating and permitting all filming activity within the Village.

4. Definitions

CAO – means the Chief Administrative Officer of the Village of Beiseker, Alberta

Proponent – refers to any Production Company, Film or Filming 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.

Neighbourhood – Any area or individual location where filming is to take place or will be affected by filming.

Village – means the Village of Beiseker, Alberta

5. Procedure

a) Film Application

The Proponent must apply to and receive permission from the Village to film within the Village.

b) Permits are issued on a first-come/first-serve basis.

c) Permits must be approved within two weeks (minimum) prior to filming

d) The Village retains the right to limit or refuse any filming activity.

e) A copy of the Film Permit and related details will be:

a. Provided to the Neighbourhood by the Proponent

b. Posted to the Village of Beiseker Website

6. Notification (Initial)

- a) A notification in writing from the Proponent will be provided to the Village of Beiseker prior to the approval of the Filming Permit.
- b) The notification will be provided to the Neighbourhood by the Proponent.
- c) All updates to the Neighbourhood will be provided (in writing) to both the property owners and the Village of Beiseker

7. Zoning

- a) All filming permits involve the temporary use of property and do not affect the zoning category of a neighbourhood.

8. Scope Change

- a) Once a Filming Permit is approved and issued, the CAO (or her/his delegate) must approve any scope changes. Failure to obtain this approval may result in the cancellation of the existing permit and require the submission of a new Filming Application.

9. Special Effects

- a) The use of special effects requires a detailed written submission outlining the purpose, scope, risk and safety plan. Further, the Proponent's representative(s) overseeing the Special Effect(s) must meet with applicable Village, Provincial or Federal representatives (fire services, ambulance, gas inspectors, etc.) to review the effect and comply with any restrictions or needs imposed. This includes any pyrotechnic effects or fireworks.
- b) Special effects must comply with all applicable laws and permissions.
- c) The Proponent will incur all costs related to seeking and obtaining permissions or implementation of Special Effects.
- d) Protective Services are required for Special Effects requiring traffic management for moving picture vehicles or when firearms and/or weapons are displayed or discharged.
- e) Proponents, based on the Special Effect, may be required to contract emergency services to be on location during filming and/or comply with any restrictions imposed by any applicable authority.
- f) The use of chemicals or any toxic materials for any Special Effect (ie: snow) must be approved, in writing, by the CAO. The Proponent is required to provide evidence (ie WHIMIS documentation) that the use of any chemical is safe, biodegradable and will not adversely affect citizens, vegetation or property.
- g) If any

10. Traffic Management

- a) RCMP, Community Peace Officers and/or Alberta Transportation may be required for any permit that alters traffic patterns (ie: intermittent traffic control, parking and/or road closures).
- b) Restrictions, conditions and requirements for traffic management services and/or the number of police officers and vehicles will be approved by the CAO and Police Services to ensure motor vehicle, crew and pedestrian safety.
- c) If agreed upon in advance, certified traffic control personnel provided by the Proponent may be used in place of Police or Peace Officers.
- d) Complex or large-scale road closures, at the Village's discretion, may require professional traffic management services to design a traffic management plan, signage and/or supply certified personnel to ensure safety.

11. Fees

- a) If the Proponent causes damage, consumes additional Village services or does not meet permit conditions, deposits may be partly or fully withheld.
- b) Bona fide and insured post-secondary student productions are exempt from filming fees but are subject to charges if they purchase municipal services (signage, utilities, facility rentals etc.).
- c) Please see Schedule "B" Filming Fee Schedule.

12. Compensation

- a) Prior to filming it is expected residents or merchants will negotiate compensation related to location fees, sale of goods or services, use of property, impact etc.
- b) Merchants and the Proponent can proactively agree to use the "Loss of Business Form", Schedule "C".
- c) The Village of Beiseker does not participate in these negotiations.

13. Complaints, Disputes and Appeals

- a) The Proponent shall be directly responsible for addressing and resolving all issues that arise as a result of filming.
- b) Municipal Enforcement Officers can impose fines or orders on a Production Company if local bylaws and/or conditions of the film permit are breached.

14. Inspections

- a) Municipal Enforcement Officer are permitted to randomly visit any location site to ensure the Proponent is in compliance with the Filming Permit and/or Village Bylaws
- b) Noted violations of permit conditions or bylaws may result in fines, orders and/or permit revocation.

15. Insurance

The Proponent must provide the Village with proof of liability insurance five days prior to filming. The following requirements must be satisfied:

- a) The Village of Beiseker must be named as an additional insured on the Applicant's liability policy;
- b) The amount of the liability insurance shall not be less than \$5,000,000.00. The Village reserves the right to change the amount of liability required;
- c) The insurance policy cannot be cancelled unless the Village is notified in writing 30 days in advance;
- d) Cross Liability Endorsement will be provided.
- e) Production Companies will insure and keep insured all production and/or set vehicles operated on public roads for the duration of the filming permit.
- f) The Village may request proof of automobile insurance, with \$5,000,000.00 liability insurance for any vehicles used in the film.

16. Events

Filming Permits will not be issued on dates or in locations that affect civic or community events or festivals, unless approved by the CAO in writing.

17. Parking and Street Closures

The Filming Permit will identify sanctioned parking and temporary parking restrictions as well as any street closures and these will be communicated by means of signage (provided by the Proponent) and notification to the Neighbourhood and the Village of Beiseker.

- a) The Village will publicly post any notifications of parking restrictions and street closures through social media and the Village website as it is received from Proponent.
- b) The Village will restrict street parking to essential filming vehicles and require all non-essential filming vehicles to be located to non-street parking facilities.
- c) The Proponent may be required to provide other traffic management measures to redirect motorists, to advise of alternative parking locations.

18. Pedestrian's Access

Proponents filming in commercial districts will be required to provide signage that indicates:

- a) Filming is progress;
- b) Proponent and Location Manager contact information; and
- c) Local Merchants are open for business.
- d) Further, the Proponent will provide staff to ensure pedestrians safety on location(s), answer questions and to temporarily restrict passage during filming activity.

19. Environment

- a) Filming or any related activity within 15 meters of any river, stream, wetland or environmentally sensitive area is to be conducted in a manner as to prevent any damage to waterways or vegetation.
- b) The Village has the right to impose site specific filming restrictions for filming in or near environmentally sensitive areas.
- c) Production Companies are not permitted to damage or prune any Village flora.
- d) Any flora damage will result in deductions against the company's performance deposit.

20. Power

The Proponent is required to secure provincial electrical permits (as required) prior to filming for the operation of portable generators.

21. Property Alterations

- a) The Proponent is required to secure written permission from the property owner for any changes, conditions, charges and restoration requirements related to altering property for filming purposes.
- b) For public property, this permission will be obtained from the CAO.

22. Waste

The Proponent shall dispose of all garbage and refuse from all filming locations including parking area(s).

23. Washrooms

The Proponent will provide and maintain temporary portable toilets for their personnel during filming activity.

24. Animals

The use of domestic or exotic animals in filming must be approved by the CAO and comply with applicable laws and conditions imposed by Alberta filming requirements or other authorities.

25. Construction

The Proponent is not permitted to use public property to construct sets without written permission from the CAO.

26. Harassment

The Village Staff, if threatened, harassed or verbally and/or physically abused by a member of the film company or its agents and contractors have the ability to cancel the Filming Permit at any time without compensation or advance notice to the Proponent.

	DATE	RESOLUTION NUMBER
Approved	Aug 21 203	2023-161
Amended		



Chief Administration Officer



Chief Elected Official

**VILLAGE OF BEISEKER – FILMING POLICY
FILMING APPLICATION FORM
SCHEDULE “A”**

1. PRODUCTION COMPANY (Also complete for any parent company)

Company Name _____

Address _____

City/Province/Postal Code

**Production Company
Representative Name** _____

**Production Company
Representative Position** _____

Phone _____ **Email** _____

2. PRODUCTION CONTACTS

Primary Contact Name _____

Primary Contact Position _____

Primary Contact Phone _____

Primary Contact Email _____

Secondary Contact Name _____

Secondary Contact Position _____

Secondary Contact Phone _____

Secondary Contact Email _____

3. PROJECT TYPE

Commercial Mini-Series Still-Photography TV Pilot

Documentary Music/Video Student Project TV Series Season: __ Episode __

Feature Film Short TV Movie Other: _____

4. PROJECT DETAILS

a) Project Title _____

- i. Attach a list of all potential locations, both on private and public property. Include an outline of proposed activities, dates and a parking plan for each location**
- ii. Attach a summary sheet explaining any Special Project Details (special equipment, site renovations, animals, atmospheric alterations, Weapons, Explosions, Fire, Stunts, Helicopter, Construction, etc.) Details are required for scope, purpose, location, dates and times.**
- iii. Attach a summary sheet outlining any requirements related to:**
 - Multiple filming days
 - Extensions to Noise Bylaw
 - Street Closures

5. TERMS

The applicant will indemnify and save harmless, the Village of Beiseker from and against all claims, including all claims for bodily injury or property damage caused by or arising from or connected with any act or omission of the applicant or any agent, employee, customer, licensee or invitee of the applicant arising out of the filming activity applied for, and against and respect of any such claims or actions or proceedings brought thereon arising directly or indirectly from or in connections with the property, facilities or services provided by the Village of Beiseker in connection with the filming activity applied for.

If the application is approved, the Applicant will be required to obtain and keep in force throughout the period of use permitted under this application in the joint names of the Village of Beiseker and the Applicant as their interests may appear, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the approved locations in an amount no less that \$5,000,000 per incident or occurrence and otherwise with an Insurer and deductible.

I hereby acknowledge receipt of the Village of Beiseker Filming Policy for filming in the Village of Beiseker and agree to operate within the terms and conditions as outlined. I am also aware of the penalties for policy violations. The Applicant has read and agrees to the terms of this application.

Production Authorized Signature: _____ **Date** _____

Name (Please Print) _____

Village of Beiseker
Authorized Signature _____ **Date** _____

Any personal information collection on this form will be managed in accordance with the *Freedom of Information and Protection of Privacy Act*. Direct inquiries, questions or concerns regarding the collection, use, disclosure or safeguarding of personal information associated with this form to: CAO, Village of Beiseker Box 349, 700 1st Avenue, Beiseker AB T0M 0G0 403-947-3774

**VILLAGE OF BEISEKER
FILMING POLICY**

**“SCHEDULE B”
Filming Fee Schedule**

A. Film Permit Application Fee	At the discretion of the CAO
B. Facility Rentals	Per Fees and Schedules Bylaw or at the discretion of the CAO depending on the requirement for use
C. Damage Deposit	At the discretion of the CAO
D. Street Fee	At the discretion of the CAO
E. Hydrant Use	Based on consumption
F. Administration and Support Fee	At the discretion of the CAO
G. Traffic Control	At the discretion of the CAO
H. Fire Department Services (equipment and labour)	At the discretion of the CAO/Fire Chief
I. Power consumption if Public facilities are used	At the discretion of the CAO

**VILLAGE OF BEISEKER
FILMING POLICY
SCHEDULE "C" Loss of Business Form**

LOSS OF BUSINESS FORM

Please note that the Loss of Business Form is between business owners and the Production Company and is designed to present a case for negotiation of compensation for lost business during filming. It is not to be intended to be adjudicated between anyone other than the two parties. **Once completed, please send this form to the Production Company directly.**

Contact Information

Film Production Company: _____ Office Phone: _____

Production Title: _____ email: _____

Location of Film Event: _____
(Business Street Address)

Business Name: _____

Business Contact Name: _____ Business Phone: _____

Business Email: _____ Business GST# _____

Claim:

1. Actual revenue for the day of filming \$ _____ (a)
2. Revenue from the same day 1 week before filming \$ _____
3. Revenue from the same day 2 weeks before filming \$ _____
4. Revenue from the same day 3 weeks before filming \$ _____
5. Revenue from the same day 4 weeks before filming \$ _____

Add line 1 to 5 \$ _____ /4 (b)
Estimated Loss of Revenue Line (b) minus line (a) \$ _____ (c)
Multiply (c) by gross profit margin % \$ _____ (d)
Total Claim Amount for Lost Revenue \$ _____

Authorization

I verify that all the information in this claim for lost revenue is accurate, based on accounting records kept for my business. I understand that this is only a claim and does not guarantee payment. However, if the claim is found to be true and accurate, I may receive payment up to the Total Claim Amount.

Signature of Business Owner

Accountant Name (Business)

Accountant Signature

This document must be signed by a certified Accountant. If you do not have an Accountant, receipts must be provided to verify the claimed amount.