

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



ECDEV-1 Film Friendly Community Policy

Department: Regional Economic Development



Purpose

The County of St. Paul (the County) recognizes the importance of Regional Economic Development strategies in collaboration with our neighbouring communities.

BACKGROUND

The STEP Economic Development Alliance (STEP) represents the Councils of the:

- Town of Elk Point,
- Town of St. Paul,
- Summer Village of Horseshoe Bay,
- County of St. Paul
(the “Municipalities”)

and acknowledges the commitment and support for the Creative Industries, a sector that provides significant economic and cultural benefit to the resident communities. This innovative and ‘green’ industry enhances the STEP region as an attractive place to live, work, and do business.

A successful Creative Industries sector is dependent on STEP’s ability to understand and support its unique requirements. This involves an ongoing, collaborative effort within the Municipalities in working with the industry effectively and efficiently.

The following Operating Principles guide Municipal Departments and the Creative Industry in effective and efficient interactions.

1. PURPOSE

- a) To enable flexibility by STEP and the Municipal Departments to accommodate unique and time sensitive Creative Industry requirements;
- b) To ensure a process exists between STEP and the Municipal Departments to ensure appropriate contacts are available for Creative Industry sector applications;
- c) To consolidate procedures and guidelines into a single document for ease of reference by Municipal Departments and the Creative Industry; and
- d) To clearly communicate Municipal requirements regarding expectations and timelines to Creative Industry applicants.
- e) To clearly communicate businesses requirements regarding expectations, and timelines for Creative Industry applicants.

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2. COMMITMENT

The STEP region is 'film friendly'

- a) STEP is committed to the support and development of the Creative Industries and recognizes their contribution to a diversified and balanced economy.

Film, television and media production is welcome in the STEP region

- b) STEP will collaborate with Municipal Departments to facilitate industry requirements within established response guidelines, and will apply regional policies and guidelines with flexibility in consideration of unique circumstances.

Municipal Departments permits and services to applicants will be on a cost recovery basis

- c) Applicants will pay applicable permit fees and service user fees consistent with the charging of fees for all who conduct business with the Municipalities.

3. GUIDELINES & PROCEDURES

This "Film Friendly – Operating Procedures" document outlines the functional requirements for the Creative Industry and for Municipal Departments within the STEP region.

1. Forms:

- a) A film permit(s) is required to film any theatrical motion picture, television program, television commercial or music video on streets or property located within the Municipality. Similarly, it does not apply to businesses or individuals retained by the Municipality to prepare training or promotional materials for their own purposes.
- b) To film in any of the Municipalities, two mandatory application forms are required before any permits are issued:
 - *Film Production Information Sheet – Appendix A*
 - *Acceptance of Terms and Conditions for Filming in the STEP region – Appendix B*
- c) The Film Production Information sheet provides basic information about the production and the production company; a brief outline of all planned activities; the initial shooting schedule; and approximate number of cast and crew members.
- d) A location agreement (Acceptance of Terms and Conditions) with the Municipalities or STEP Economic Development must be signed for productions.
- e) Permit applicants are required to provide a certificate of insurance listing the Municipality/ies where filming is taking place as insured.
- f) Comprehensive general liability insurance not less than \$2,000,000 (two million dollars) inclusive limit for any occurrence is required. Additional insurance may be required depending on the

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filming activities. Liability Insurance must be provided by an insurance company registered in the Province of Alberta.

- g) Automobile third-party liability insurance not less than \$1,000,000 (one million dollars) inclusive limit covering all vehicles used in connection with the film-making activities.
- h) Certificates of Insurance can be emailed to STEP Economic Development Alliance at lsallstrom@stepeconomicdevelopment.ca
- i) The information on these forms is being collected under the authority of the Protection of Privacy Act (POPA).
- j) All filming productions must comply with the STEP municipal guidelines, including but limited to, Municipal Community Standards Bylaws.

Related Links

[Alberta Film Commission](#)

Download

Community Standard and Noise Bylaws

[Town of Elk Point Bylaw 798/19](#)

[Town of St. Paul By-Law 1202](#)

[County of St. Paul Bylaw 2020-25](#)

2. Notifying Residents and Businesses

- a) An information letter is required to be delivered to those residents and businesses directly impacted by the closure of a street, roadway, alley or sidewalk, including road detours, or being subjected to the lights and/or noise of the film crew on set a minimum of five (5) business days before the day of filming. A letter must also be delivered if the on-street parking is affected by film production vehicle parking.
- b) Hours for filming, move-ins, move-outs and related activities are:
 - 7 a.m. – 10 p.m. Monday through Saturday
 - 9 a.m. – 8 p.m. Sundays and Holidays
- c) Any requests for road closures must be submitted for approval through STEP Economic Development.
- d) The production company will place a sign(s) on the sidewalk in the area advising the public that filming is taking place. Filming involving loud special effects, gunfire, etc. requires a larger notification area within the general vicinity. Municipal Enforcement and RCMP detachment also require prior notification.
- e) The production company shall ensure its staff act in a safe and professional manner. This includes refraining from trespassing, littering, lewd or improper language or dress.

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- f) Care must be taken that vehicle and generator exhausts and spillover lighting do not negatively affect residents and businesses. The safety of the public and enjoyment of their property must not be jeopardized.
- g) Production companies and their staff must be sensitive that their activities can disrupt normal business activities. Customers must be able to see businesses from the road or sidewalk, be able to access them, and deliveries still need to be made unless other arrangements have been made with the business owners.
- h) Compensation for affected businesses may be required. All businesses that are affected by street closure, will be contacted as per (2a), and any compensation, if required, dealt within the aforementioned time frame. The onus is with the Production Company, and the businesses, on any agreements, contractual or otherwise set forth, to be fulfilled in good standing.

3. Closing Streets, Alleys or Sidewalks

- a) Street, lane, and road closures will only be considered if the impact to the public is within reason and congestion can be mitigated by issuing a public service announcement regarding the affected area prior to the event.
- b) Applications for temporary closures of roadways will be coordinated by STEP Economic Development through the appropriate Municipal Department.
- c) RCMP and/or Municipal Enforcement may be required to undertake traffic control duties for any filming that will affect or interfere with traffic. STEP Economic Development, in coordination with the Municipality, will determine if assistance is required prior to issuing permits. All costs associated with the hiring of pay duty officers will be paid for by the applicant.

4. Filming on Municipally Owned Property other than Streets

- a) The Municipalities own many facilities that are generally available to the film industry. An application for permission to film in these locations must be submitted to and coordinated through STEP Economic Development.
- b) Municipally owned facilities exist to serve residents on an ongoing basis; therefore, filming will not be permitted if it severely impacts municipalities' ability to function. Filming may therefore be limited. Filming in certain locations may not be allowed and facilities may have specific conditions for filming. Previously booked events will take precedence.
- c) Fees and security deposits will be negotiated in conjunction through STEP and the Municipal Department.
- d) If access to buildings or grounds is granted, all associated costs and damages incurred will be charged to the film company.
- e) Permission by the Municipality is required if an aircraft is to land and/or takeoff from Municipally owned property.

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5. Parking for cast and/or crew personal vehicles

- a) Arrangements must be made for off-street parking and/or shuttle vans/buses should they be used.

6. Municipal Personnel and Fleet Vehicles

- a) Municipally operated fleet vehicles can be filmed and coordinated with STEP based on consent and approval by the Municipality. Charges for the operator and unit are set by the operating department.
- b) Personnel dedicated to the exclusive use of the filming company can be provided by Municipal Fire Department, Municipal Enforcement, and personnel. Requests are to made through STEP. Fees for this service will be negotiated with the CAO upon request.

7. Helicopters, Hot Air Balloons, Low-Flying Aircrafts and Drones

- a) Authority to fly lower than 1,000 feet above ground level is delegated to the Regional Director, Aviation Regulations, Transport Canada (Edmonton). Obtaining Transport Canada approval for helicopters, hot air balloons, ultra-light or low-flying aircraft is the responsibility of the helicopter or charter aircraft company hired by the film production company. Aviation liability insurance is required in the amount of \$5 million with the appropriate Municipality named as additional insured. **Please note that aviation liability is not covered under standard comprehensive general liability.**
- b) The use of drones will be coordinated through STEP and requires permission from the Chief Administrative Officer, as well as the following documentation must be on file with the appropriate Municipality before any permits will be issued.
 - o Film Production Information Sheet;
 - o Acceptance of Terms and Conditions for Filming;
 - o Comprehensive general liability insurance of not less than \$2,000,000 (two million dollars) inclusive limit for any occurrence. The Municipality is to be named as an additional insured:
 - Town of Elk Point (4914 50th Ave, Elk Point AB T0A 1A0)
 - Town of St. Paul (PO Box 1480 St Paul, AB T0A 3A0)
 - Summer Village of Horseshoe Bay (PB Box 1778 St. Paul, AB T0A 3A0)
 - County of St. Paul No. 19 (5015 49 Ave, St Paul AB T0A 3A4)Additional insurance may be required depending on the filming activities in which case the amount will be decided by the Chief Administrative Officer. Liability Insurance must be provided by an insurance company registered to do business in the Province of Alberta;
 - o Automobile third-party liability insurance of not less than \$1,000,000 inclusive limit covering all vehicles used in connection with the filmmaking activities;
 - o \$2,000,000 per occurrence on the Unmanned Aerial Systems insurance policy with the Municipality named as additional insured.
 - o That all claims or legal suits or actions involved must be dealt with in accordance with the laws of the Province of Alberta and under the jurisdiction of the Law Courts of Alberta.

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- c) A copy of Special Flight Operating Certificate (SFOC) from Transport Canada must be provided for each request as stated above.

8. Special Effects, Weapons, Explosives, Stunts, Loud Noises or Helicopters

- a) STEP will be notified at least five (5) working days in advance of any scenes requiring special effects, stunts, loud noises, visible weapons (whether being fired or not), and helicopters or low-flying aircraft. Verbal and written notification to residents and business owners must also make reference to these activities. STEP reserves the right to have production companies survey affected residents before permits are issued in these cases.
- b) Any use of explosives will be coordinated through STEP and requires permission from the CAO and Fire Department. STEP reserves the right to review all credentials by a Safety Codes Officer, and if required, the Senior Inspector of the Explosives Branch of Canada in Ottawa will be contacted for verification of qualifications.
- c) If any firearms are being used and seen by the public and/or discharged, the RCMP and Municipal Enforcement must be notified at least one week (five business days) in advance. All film Armourers/Gun Wranglers must be in possession of and be able to produce a Possession & Acquisition License (PAL) as required by the Federal Government on demand. They must be familiar with Canadian Laws with respect to storage/transportation/regulation of permitted/restricted/prohibited firearms (Storage, Display, Handling and Transportation of Certain Firearms Regulations).

Production crews will clean up and restore the location to its original condition at the end of filming unless otherwise directed by or through STEP.

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Appendix A

Film Production Information Sheet

Applicant Name: _____ Project Title: _____
Contact Number: _____ Date of Event: _____
Contact Email: _____ Time of Event: _____
Application Date: _____ Air Date: _____

Production Information

Project Type

Commercial	<input type="checkbox"/>	Music Video	<input type="checkbox"/>
Documentary	<input type="checkbox"/>	Short Film	<input type="checkbox"/>
Feature Film	<input type="checkbox"/>	Still Photography	<input type="checkbox"/>
Lifestyle	<input type="checkbox"/>	Promotional Video	<input type="checkbox"/>

Other Project Type: _____

TV Series, Network: _____

Parent Production Company: _____

Permanent Address: _____

Project Production Company: _____

Project Production Company Address: _____

Producer: _____ Director: _____

Production Manager: _____ Production Office Phone: _____

Approximate Total of Cast and Crew Members: _____

Location Manager: _____ Assistant LM: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Filming Details

Start Date: _____ Wrap Date: _____

Location Requested: _____

Streets/Roadways Affected: _____

Payment

Cash Cheque Visa MasterCard Amount: _____

Please attach any additional documents

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Appendix B

Acceptance of Terms and Conditions for Filming

In consideration of _____ (the "Municipality(ies)")

granting permission to film at: _____ (the "Location(s)")

on _____ (date(s)),

_____ (the "Applicant")

_____ (Address of Applicant)

Agree(s) as follows:

1. To indemnify and save harmless the Municipality from and against any and all claims, actions, damages, injuries, costs, expenses, losses of any kind which may be brought against or suffered by the Municipality or their personnel or agents as a result of or in connection with the Applicant's filming of other related activities at the Location(s); and
2. To maintain insurance coverage and provide proof of such coverage by way of Certificate of Insurance or Certified Copy, as follows:
 - a) commercial general liability insurance in the amount of not less than \$2,000,000 (two million dollars) inclusive limit for any occurrence with an insurer license to do business in the Province of Alberta. The Municipality shall be listed as additional insured and such policy shall contain a cross liability clause and broad form contractual liability coverage; and
 - b) automobile third-party liability insurance in the amount of not less than \$1,000,000 (one million dollars) inclusive limit covering all vehicles used in connection with the fil-making activities; and
 - c) any additional insurance required by the Municipality; and
 - d) all above policies including 30 days written notice of cancellation or material change to all insured and additional insured; and
3. To obtain all necessary permits prior to filming; and
4. To adhere to all applicable federal, provincial, and municipal laws; and
5. To pay any and all costs identified or incurred by The Municipality in connection with granting the Applicant permission to film; and
6. To adhere to STEP Economic Development Alliance Guidelines for Filming; and
7. To settle any disputes regarding this agreement by arbitration conducted in accordance with *The Arbitration Act (Alberta)*. The arbitral tribunal shall be composed of one arbitrator to be appointed jointly by the parties. Either party may request arbitration by providing notice in writing to the other party. If the parties cannot agree on an arbitrator in ten (10) days, I either party may apply to the Court of Queen's Bench of Alberta for the Court to appoint an arbitrator.

PER: _____
(Signature)

(Print Name and Position)

Seal or Witness: _____
(Signature)

(Print Name)