

Village of Montebello

One Montebello Road
Montebello, New York 10901

(845) 368-2211
Fax (845) 368-2044

Mayor
LANCE N. MILLMAN

Deputy Mayor
STACY CARIDI

Trustees
STEVEN A. SORRILLO
MELANIE GOLDEN
STEVEN BELDOCK

Clerk/Treasurer
JOAN WILL

Village Attorney
WARREN E. BERBIT

Assistant Village Attorney
IRA EMANUEL

Dear Applicant:

Thank you for requesting information on filming within the Village of Montebello. Please make every effort to submit a complete filming application with the appropriate fees and signatures as well as the following:

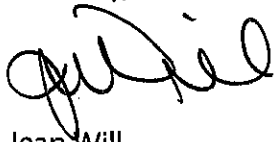
- (1) Proof of insurance coverage, naming the Village of Montebello as an additional insured, for bodily injury to any one person in the amount of \$1,000,000 and any occurrence in the aggregate amount of \$3,000,000. Additionally, property damage coverage in an aggregate amount of no less than \$1,000,000.
- (2) An agreement, in writing, whereby the applicant agrees to defend, indemnify and hold the Village of Montebello, its officers and staff, harmless from any and all liability, expense, claim or damages resulting to person or property directly or indirectly from filming within the Village of Montebello.
- (3) The posting of a cash security deposit of \$5,000 or maintenance bond of \$5,000 running in favor of the Village of Montebello protecting and insuring that the location utilized will be left after filming in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Village ordinances, laws, and rules or regulations will be followed. The Village will return the security deposit or maintenance bond within 21 days after the completion of the filming, provided that there has been no damage to public property or public expense caused by the filming. Monies to repair damage to public property or reimburse public expense may be deducted from the security deposit.
- (4) The hiring of a Town of Ramapo police officer at the applicant's expense by arrangements with said Department for the times indicated on the permit shall be mandatory in the event that the Town of Ramapo Police Department, in its discretion, determines that the presence of a police officer or officers is required, such as for the filming of a major motion picture as defined in this chapter or for any filming wherein the presence of a police officer or officers will enhance public safety. The permit holder

shall comply with all lawful directives of the Town of Ramapo police officers present for the filming, including but not limited to directives regarding the free passage of pedestrians and traffic over public lands or to halt filming in the event of a violation of any provisions of this chapter. Furthermore, the Village reserves the right to require the applicant to hire an on-site police officer of the Town of Ramapo Police Department in any filming application, if, in the judgement of the Village, the proposed production may impede the proper flow of pedestrian or vehicular traffic or create any potential danger to pedestrians or vehicular traffic.

- (5) All electrical work shall be under the supervision of a New York State licensed electrician.
- (6) Proof that written Notice has been given to opposite and abutting landowners, as well as to the New York State Department of Transportation, Rockland County Highway Department, Town of Ramapo, Villages of Suffern, Airmont and Wesley Hills, Palisades Park Commission and Rockland County Division of Environmental Resources, if abutting or within 200 feet of the subject's roads, highways, streets, or municipal, park or recreational facility boundaries. If abutting any such boundaries, thus necessitating the issuance of a permit by the subject entity, then such must be obtained and the Filming permit shall be conditioned, accordingly. Even where permits are not required, the Village shall take into consideration addressing any concerns expressed by the notice recipients where such can be reasonably accommodated without significantly impacting the purpose of the permit, in the judgement of the Village or its designee.
- (7) Any permit requirements or fees may be waived by the Mayor for any student filming project.

Upon completion and review of the above requirements and any additional requirements recommended after the Village's review, a signed permit will be issued. If you have any questions, please feel free to contact our office.

Sincerely,



Joan Will
Village Clerk – Treasurer

Attachments

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VILLAGE OF MONTEBELLO FILMING APPLICATION

APPLICANT INFORMATION

Name: _____ Title: _____
Organization (if any): _____
City: _____ State: _____ ZIP Code: _____
Phone : _____ Cell: _____
Email Address: _____ Website: _____

EVENT INFORMATION

Location Requested: _____
Date(s) Requested: _____
Hours: _____ Student Filming: Yes _____ No _____

EMERGENCY CONTACT

Name: _____ Title: _____
Address: _____ Phone: _____
City: _____ State: _____ ZIP Code: _____

SIGNATURE

Signature of Applicant: _____ Date: _____

VILLAGE USE

Date Received: _____ Fee Paid: _____

Insurance: _____

Bond/Deposit Posted: _____

Indemnification Agreement: _____

Police Officer Needed: Yes / No _____ Electrician: _____

Approval: _____

PRELIMINARY APPLICATION FORM - ADDITIONAL INFORMATION MAY BE REQUESTED

**VILLAGE OF MONTEBELLO
FILM/PRODUCTION COMPANY
INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the mutual premises and covenants contained in this document and the underlying application and permit and in consideration of and as a condition of permission to film/tape/create media production within any public right-of-way, public easement, or on any Village of Montebello owned property, or anywhere within the Village, _____ (Film/Production Company) has provided the Village of Montebello this indemnity and Hold Harmless Agreement.

1. Hold Harmless.

_____, the Film/Production Company, agrees to save harmless the Village of Montebello, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority (hereinafter referred to as the Village), against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitations, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by or asserted against the Village by reason of any of the following occurring during the performance of this Agreement:

- a. any negligent or tortuous act, error of omission of the Film/Production Company, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Film/Production Company now existing or hereafter created, their agents and employees (herein collectively called "Associates") for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by the Village or an employee thereof;
- b. any failure by the Film/Production Company, or any of its "Associates" to perform its obligations either implied (industry standards) or expressed under the Agreement and the filming permit, application therein, and associated law and regulation;
- c. any violation of any federal, state or local status regulation, ordinance, permit or license by the Film/Production Company or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Film/Production Company now existing or hereafter created, their agents and employees ("Associates").

2. Assumption of Risk.

The Film/Production Company undertakes and assumes all risk of dangerous conditions, on all places where it will be performing the Services, in order to determine whether such places are safe for the performance of the Services. Except for acts of gross negligence or intentional misconduct by the Village or its employees or agents, the Film/Production Company also agrees to waive and release any claim or liability against the Village for personal injury or property damage sustained by it or its "Associates" for personal injury or property damages while performing under the Agreement.

3. Defense.

In the event any action or proceeding shall be brought against the Village by reason of any claim covered by this Agreement, the Film/Production Company, upon notice from the Village, will at its own sole cost and expense, have the duty and the right to resist and defend the same; provided, however, the Village shall also have the right to appoint another attorney to appear in any such litigation as co-counsel, at the Village's expense. The Film/Production Company shall copy the Village Attorney with all documents filed in any claim or proceeding in which the Village is named as a party. The Village will cooperate with the Film/Production Company by providing non-monetary assistance that may be reasonably requested for the defense of the action or proceeding.

4. Property and Materials.

The Film/Production Company agrees that it is the Film/Production Company's responsibility and not the responsibility of the Village to safeguard the property and materials used or in the possession of the Film/Production Company or any one associated with the Film/Production Company while on public property. Further, the Film/Production Company agrees to hold the Village harmless for any loss of such property and materials, except if caused by the Village's gross negligence or intentional misconduct.

5. No Limitation.

The indemnification obligation pursuant to this Agreement shall not be limited in any way by any limitation on the amount or type of damages or compensation. In addition, the Film/Production Company agrees to hold the Village harmless from the payment of any deductible on any insurance policy.

6. Survival of Indemnification.

The indemnification obligation pursuant to this Agreement shall survive the termination or expiration of the Agreement or the underlying filming permit agreement.

Dated:

FILM/PRODUCTION COMPANY

Company Name: _____

Address: _____

City, State, ZipCode: _____

Phone: _____

Signature of Authorized Representative

Print Name: _____

Print Title: _____

LOCAL LAW NO. 2 OF 2017

VILLAGE OF MONTEBELLO
STATE OF NEW YORK

A LOCAL LAW ADDING CHAPTER 83
TO THE MONTEBELLO CODE
ENTITLED "FILMMAKING"

BE IT ENACTED by the VILLAGE BOARD of the VILLAGE OF MONTEBELLO that the Village Code be amended by adding Chapter 83 Entitled "Filmmaking," as follows:

Section 1: Legislative Intent.

The Village of Montebello, with its picturesque vistas, historic homesteads, ponds, hills, flora and fauna, has been the recipient of filming requests ranging from independent to major studios and educational video and filmmakers. Thus, it behooves the Village to make that asset available under regulated conditions.

Section 2: Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

FILMING

The taking of still or motion pictures for commercial or educational purposes, intended for viewing on television, in video games, on cable television, on the Internet or in theaters or for institutional use, including the use of any public lands to facilitate same. Filming shall include setup and breakdown time. Filming of news stories within the Village of Montebello shall not be subject to the provisions of this chapter.

MAJOR MOTION PICTURE

Any film which is financed and/or distributed by a major motion-picture studio. The term "major motion picture" shall also include any film for which the budget is at least \$500,000; any recurrent weekly television series programming (such as for HBO, Showtime, Cinemax), made-for-TV motion picture, any commercial, video game, or made-for-cable television movie.

PERSON

An owner of property, or any applicant for a permit under this chapter.

PRIVATE LANDS

All other areas within the Village of Montebello, other than public lands, including areas zoned for residential as well as business use.

PUBLIC LANDS

Any and every public building, street, highway, sidewalk or square, public park or playground, or other public place within the jurisdiction of the Village of Montebello.

Section 3: Permit required; limitations; fee.

- A. No person shall film or permit filming within the Village of Montebello without first obtaining permission from the Village Clerk and thereafter receiving a permit from the Village Clerk, which permit shall set forth the location of such filming, the date or dates when filming shall take place and such other information as may be required by the Village Board. No permit shall be issued in the absence of a fully completed application form. A permit shall be required for each location.
- B. No permit shall authorize filming for more than three days in any one location during any ten-day period. Additionally, no filming shall take place at any one location within 30 days of an initial shoot, or in excess of six days in any one calendar year, regardless of the number of permits utilized in reaching this maximum. Either or both of the limitations set forth herein may be extended only if the filming requested constitutes a major motion picture as defined in this chapter.
- C. Applications for permits shall be obtained in the office of the Village Clerk during normal business hours. Applications for such permits shall be in a form approved by the Board of Trustees and shall be accompanied by a permit fee as hereinafter set forth, and all fees hereinafter may be amended by the Village Board by resolution and shall appear on the Schedule of Fees.
- D. If a permit is issued and, due to inclement weather or other good cause, filming does not take place on the dates specified, the Village Clerk may, at the request of the applicant, who shall certify that filming did not take place on the dates specified, issue a new permit for filming on other dates subject to full compliance with all other provisions of this chapter. No additional fee shall be paid for this permit.

Section 4. Issuance of permits.

- A. No filming permits shall be issued by the Village of Montebello unless applied for as follows:
 - (1) Applications to film a major motion picture, as defined in this chapter, shall be submitted no less than 30 days in advance of the proposed date of the filming.
 - (2) Applications for all other types of filming shall be submitted no less than 14 days in advance of the proposed date of the filming.
- B. No filming permits shall be issued by the Village of Montebello for filming unless the applicant submits the following to the Village with satisfactory proof:

- (1) Proof of insurance coverage, naming the Village of Montebello as an additional insured, for bodily injury to any one person in the amount of \$1,000,000 and any occurrence in the aggregate amount of \$3,000,000. Additionally, property damage coverage in an aggregate amount of no less than \$1,000,000.
- (2) An agreement, in writing, whereby the applicant agrees to defend, indemnify and hold the Village of Montebello, its officers and staff, harmless from any and all liability, expense, claim or damages resulting to person or property directly or indirectly from filming within the Village of Montebello.
- (3) The posting of a cash security deposit of \$5,000 or maintenance bond of \$5,000 running in favor of the Village of Montebello protecting and insuring that the location utilized will be left after filming in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Village ordinances, laws, and rules or regulations will be followed. The Village will return the security deposit or maintenance bond within 21 days after the completion of the filming, provided that there has been no damage to public property or public expense caused by the filming. Monies to repair damage to public property or reimburse public expense may be deducted from the security deposit.
- (4) The hiring of a Town of Ramapo police officer at the applicant's expense by arrangements with said Department for the times indicated on the permit shall be mandatory in the event that the Town of Ramapo Police Department, in its discretion, determines that the presence of a police officer or officers is required, such as for the filming of a major motion picture as defined in this chapter or for any filming wherein the presence of a police officer or officers will enhance public safety. The permit holder shall comply with all lawful directives of the Town of Ramapo police officers present for the filming, including but not limited to directives regarding the free passage of pedestrians and traffic over public lands or to halt filming in the event of a violation of any provisions of this chapter. Furthermore, the Village reserves the right to require the applicant to hire an on-site police officer of the Town of Ramapo Police Department in any filming application, if, in the judgement of the Village, the proposed production may impede the proper flow of pedestrian or vehicular traffic or create any potential danger to pedestrians or vehicular traffic.
- (5) All electrical work shall be under the supervision of a New York State licensed electrician.
- (6) Proof that written Notice has been given to opposite and abutting landowners, as well as to the New York State Department of Transportation, Rockland County Highway Department, Town of Ramapo, Villages of Suffern, Airmont and Wesley Hills, Palisades Park Commission and Rockland County Division of Environmental Resources, if abutting or within 200 feet of the subject's roads, highways, streets, or municipal, park or recreational facility boundaries. If abutting any such boundaries, thus necessitating the issuance of a permit by the subject entity, then such must be obtained and the Filming permit shall be conditioned, accordingly. Even where permits are not required, the Village shall take into consideration addressing any concerns expressed by the notice recipients where such can be reasonably accommodated without significantly impacting the purpose of the permit, in the judgement of the Village or its designee.

- (7) Any permit requirements or fees may be waived by the Mayor for any student filming project.

Section 5: Fees and reimbursement of costs.

The schedule of fees for the issuance of permits authorized by this chapter is as follows and shall be paid in advance of the issuance of a permit, in cash or by bank or certified check:

- A. Basic filming permit: \$250 (two or more days) or \$150 (one day). Where an applicant requests a waiver of the notice provisions of § 83-4A, the basic filming permit fee shall be \$500.
- B. The daily filming fee for a major motion picture as defined in this chapter shall be \$250 per hour, with a minimum of four hours.
- C. The filming permit for nonprofit applicants filming for educational purposes (no daily rate is required) shall be \$100.
- D. In addition to any fees or costs mentioned in this chapter, the applicant shall reimburse the Village for any lost revenue, such as repairs to public property.
- E. In addition to any fees or costs mentioned in this chapter, an administrative fee in the amount of \$500 shall be paid at the time the permit is issued.
- F. Fees may be adjusted from time-to-time by Resolution of the Village Board in its discretion which shall appear in the Village's Schedule of Fees.

Section 6: Rules and regulations.

- A. The holder of a permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Town of Ramapo Police Department or by a Village official with respect thereto.
- B. The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets. The holder shall avoid any interference with previously scheduled activities upon public lands and limit to the extent possible any interference with normal public activity on such public lands. All permit holders shall have a designated on-site contact person who shall be available via cell phone to address all inquiries by Village personnel or police officer for the duration of the filming.
- C. The holder of a permit shall take all reasonable steps to minimize the creation and spread of debris and rubbish during filming and shall be responsible for the removal of all equipment, debris and other rubbish from the filming location upon the completion of the filming or upon the expiration of the permit, whichever comes first.

- D. The Village Clerk or the Board of Trustees may refuse to issue a permit whenever it is determined, on the basis of objective evidence after a review of the application and a report thereon from the Police Department and by any other applicable Village departments or agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or would unreasonably interfere with the public's use of public lands, unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of pedestrian and vehicular traffic or otherwise endanger the public health and welfare or unreasonably disturb the peace and tranquility of adjoining property owners.
- F. Any person aggrieved by a decision of the Village Clerk may appeal to the Board of Trustees within 30 days.
- G. The Board of Trustees may authorize a waiver of any of the requirements or limitations of this chapter and may authorize filming other than during the hours and days herein described whenever it determines that such a permit may be issued without endangering the public health, safety and welfare and without unreasonably disturbing the peace and tranquility of the neighborhood where it is proposed to film. A public hearing shall be held for every application for a waiver. The Village Board shall fix the time and place and shall give written notification to abutting and adjacent property owners.

Section 7: Violations and penalties; enforcement.

Any person violating this chapter or the rules and regulations contained therein[herein?] shall, upon conviction thereof, be punished by a fine not exceeding \$1,000 per day and/or forfeiture of the security deposit or maintenance bond posted in connection with the issuance of a filming permit. Where the owner of the premises is not an applicant, the owner and the applicant shall each be liable for violations of this chapter. As to private property, this chapter shall be enforced by the Building Inspector, and as to public property, this chapter shall be enforced by the Police Department of the Town of Ramapo. This chapter may also be enforced by direct action of the Board of Trustees or its designees. The following acts shall constitute prima facie violations of any filming permit:

- A. Unauthorized street closings.
- B. Illegal parking.
- C. The use of equipment and/or vehicles not disclosed on the application

Section 8: Exemptions.

The provisions of this chapter shall not apply to the filming of news stories by media personnel.

Section 9. Authority and Effective Date.

By authority of Municipal Home Rule Law §10, to become effective upon filing with Secretary of State.

I have read and understand the conditions of this Local Law and accompanying application.

Name and title

Signature

Date

Notary