

**TOWNSHIP OF MAHWAH  
ORDINANCE NO. 1951**

**ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF  
BERGEN, STATE OF NEW JERSEY, AMENDING CHAPTER 4,  
GENERAL LICENSING, OF THE TOWNSHIP CODE TO REVISE  
TELEVISION AND MOVIE FILMING REGULATIONS**

**WHEREAS**, the Township Council of the Township of Mahwah has determined that it is in the best interest of the Township to amend Section 4-10, Television and Movie Filming, of the Township Code; and

**WHEREAS**, the purpose of the amendment is to make the permitting process more flexible and accommodating, while protecting Township residents and businesses, to further promote the Township as a premier location for filming movie, television and music video productions and to encourage producers to utilize Mahwah to the fullest extent; and

**WHEREAS**, filmmaking within the Township would support local businesses, employ our residents; and invite members of the public who visit, travel, or conduct business in Mahwah to learn about and enjoy the Township.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Council of the Township of Mahwah, County of Bergen, and State of New Jersey, as follows:

**SECTION 1.** Chapter 4, General Licensing, § 4-10, Television and Movie Filming, of the Township Code is hereby amended to read as follows in its entirety:

**§ 4-10. TELEVISION AND MOVIE FILMING.**

**§ 4-10.1. Definitions.**

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

**DIRECTLY IMPACTED MERCHANTS** — Those merchants whose shops are located in areas where parking, traffic and sidewalk restrictions are created as a result of the applicant's filming activities.

**DIRECTLY IMPACTED RESIDENTIAL PROPERTIES** — Those residents whose homes are located in areas where parking, traffic and sidewalk restrictions are created as a result of the applicant's filming activities.

**FILMING** — Shall mean the taking of still or motion pictures, either on film, videotape or similar recording medium, for commercial or educational purposes intended for viewing on television or in theaters or for institutional use. The taking of still or motion pictures, either on film, videotape or similar recording medium, for commercial or educational purposes, intended for viewing on television, in video games, on cable television, or in theatres 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 Township shall not be subject to the provisions of this chapter.

**MAJOR MOTION PICTURE** — Any film that is financed and/or distributed by a major

motion picture studio (such as Universal, MGM, Disney, and others). 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 and others), made for a streaming service, 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 Township, including areas zoned for residential as well as business use.

PUBLIC LAND — Shall mean any and every public street, highway, sidewalk or square, public park or playground or other public place within the Township that is within the jurisdiction and control of the Township.

RESIDENTIAL ZONES — Shall mean as established by Chapter 24 of the Code of the Township of Mahwah.

#### **§ 4-10.2. Permits.**

- a. No person shall film or permit filming within the Township of Mahwah without first obtaining a permit therefor, which permit shall set forth the location of such filming and the date or dates when filming shall take place.
- b. Permits shall be obtained in the office of the Township Clerk during normal business hours. Applications for such permits shall be in a form approved by the Township Clerk and shall be accompanied by a permit fee as hereinafter set forth. Incidental use of a public sidewalk or street that does not result in a closing of the street or sidewalk to public use shall not be considered filming on public land.
- c. One permit shall be required for each location.
- d. One permit shall be sufficient to authorize outdoor filming one day and indoor filming on one day within a period of not more than 10 days beginning on the date of issuance of the permit; provided that each such date on which filming is to take place shall be specified in the permit and further provided that the maximum number of days on which filming may be authorized in any calendar year for premises located in any residential zone shall not exceed seven days without a waiver pursuant to subsection 4-10.3i of this section.
- e. If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Township Clerk may, at the request of the applicant, who shall certify that filming did not in fact 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 section. No additional fee shall be paid for this permit.

#### **§ 4-10.3. Rules and Regulations.**

- a. No permit shall be issued for filming at a particular location in a residential zone within the Township of Mahwah that would permit filming at said location on more than seven days during any one calendar year unless a waiver pursuant to subsection 4-10.3i of this section is granted.

- b. No permit shall be issued for filming upon public lands within the Township of Mahwah unless the applicant meets the following insurance requirements:

Applicant shall maintain during the life of the project insurance policies of the type and with the minimum limits indicated below and in form satisfactory to the Municipality. The applicant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Municipality prior to commencement of work.

1. Policy and limit guidelines as follows:

- (a) Commercial general liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000 General aggregate per location/per project  
\$2,000,000 Products/completed operations  
\$1,000,000 Personal injury and advertising injury limit  
\$1,000,000 Each occurrence combined single limit for bodily injury and property damage

- (1) Premises/operations.
- (2) Independent contractors.
- (3) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
- (4) Broad form property damage liability including completed operations.
- (5) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
- (6) Products and completed operations.
- (7) Limited pollution cleanup at a limit of \$100,000 if there is to be any environmental disturbance.

- (b) Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage.

2. Additional requirements as follows:

- (a) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Township of Mahwah shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change or cancellation unless 30 days' prior written notice via certified mail, return receipt shall have been given to the Township of Mahwah by the applicant's insurer.
- (b) The applicant agrees that it will defend, indemnify and hold harmless the Township of Mahwah, its officers, agents and employees from any and all liability, suits, actions, and demands all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the project, or by reason of the operations under this agreement.
- (c) The posting of a \$5,000 cash security deposit, or \$5,000 maintenance bond running in favor of the Township of Mahwah 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 Township ordinances, laws, and rules or regulations will be followed. The Township 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 at the sole discretion of the Township Council.
- (d) The hiring of a Township police officer(s) for the times indicated on the permit shall be mandatory in the event that the Mahwah Police Department in its discretion, determines that the presence of a police officer(s) is required for the filming of a major motion picture as defined in this chapter. The permit holder shall comply with all lawful directives of the Mahwah police officer(s) 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. The Township reserves the right to require the applicant to hire an on-site police officer(s) of the Mahwah Police Department in other filming applications, if, in the discretion of the Township, the proposed production may impede the proper flow of pedestrian or vehicular traffic.
- (e) The hiring of an on-site licensed electrician where existing electrical power lines are utilized by the applicant, or if the applicant does not have a licensed electrician on site.
- (f) All insurance purchased and maintained by the applicant shall designate the Township of Mahwah, its officers, officials, agents, employees, and consultants as additional insured.
- (g) Except as modified by the Township of Mahwah in writing, the insurance requirements herein shall also apply to subcontractors and to the sub-subcontractors, and the applicant will be responsible for supervision of

the filing of certified copies of the insurance policies and/or insurance certificates prior to any subcontractor commencing work on the project.

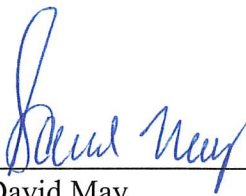
3. In the event that the applicant provides evidence of insurance valid for a period of time less than the period during which the applicant is required to maintain insurance, the applicant shall be obligated to renew its insurance policies as necessary and to provide new evidence of insurance in order that the Township of Mahwah is continuously in possession of evidence of the applicant's insurance in accordance with the foregoing provisions.
4. 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 Mahwah Police Department with respect thereto.
5. 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.
6. 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 removing all equipment, debris and other rubbish from the filming location upon the completion of filming or the expiration of the permit, whichever comes first.
7. Filming shall be permitted only Monday through Friday between the hours of 8:00 a.m. to 7:00 p.m., except in the Business District where filming shall be permitted only Monday through Thursday 7:00 a.m. through 10:00 p.m. In this connection, the setup of equipment and vehicles and the breakdown of such equipment and vehicles at the end of the filming shall be accomplished within the permitted time period. Equipment and vehicles are permitted to arrive in the Township prior to 7:00 a.m., but in no event shall equipment be set up earlier than 7:00 a.m. on the day filming is permitted. Filming past 10:00 p.m. shall require the approval of the Township Council, and shall add an additional cost of \$1,000 per hour for the approved time period.
8. The Township Clerk may refuse to issue a permit whenever she determines, on the basis of objective facts, after a review of the application and a report thereon by the Police Department and by other Township agencies involved with the proposed filming site, that filming at the location and or time set forth in the application would violate any law or ordinance or would unreasonably interfere with the public's use of public lands, unreasonably impede the free flow of vehicular or pedestrian traffic otherwise endanger the public's health or welfare.
9. Any person aggrieved by a decision of the Township Clerk denying or revoking

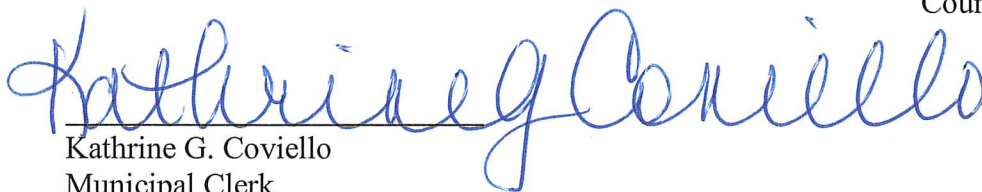
Ordinance No. 1951

Page: 6

Dated: 1/12/22

Attest

  
\_\_\_\_\_  
David May  
Council President

  
\_\_\_\_\_  
Kathrine G. Coviello  
Municipal Clerk

I, Kathrine G. Coviello, Municipal Clerk of the Township of Mahwah, hereby certify that the within Ordinance was passed and adopted at a meeting of the Township Council held on the 7th day of October, 2021.

  
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Kathrine G. Coviello, RMC/CMC/MMC  
Municipal Clerk