

TOWN OF LAKE COWICHAN

Fireworks Bylaw No. 807-2005

A By-law to regulate the use and sale of fireworks.

WHEREAS, pursuant to Section 8 of the *Community Charter*, Council may, by by-law, regulate, prohibit and impose requirements in relation to firecrackers, fireworks and explosives;

AND WHEREAS, pursuant to Section 8 of the Community Charter, Council may, by by-law, regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of its community in relation to noise, vibration, odour, dust, illumination or any other matter that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public;

AND WHEREAS, Council deems it expedient and desirable to provide such regulations;

NOW THEREFORE, the Council of the Corporation of the Town of Lake Cowichan, in open meeting assembled, **ENACTS AS FOLLOWS**:

SECTION 1 – TITLE

1.1 This Bylaw may be cited as "Town of Lake Cowichan 2005 Firecrackers and Fireworks Regulations Bylaw No. 807-2005".

SECTION 2 – DEFINITIONS

2.1 In this By-law:

"COUNCIL", means the Municipal Council of the Town of Lake Cowichan;

"CONSUMER FIREWORKS" means all fireworks of every kind, except display fireworks, Christmas crackers, sparklers and caps for toy guns;

"DISPLAY APPLICATION" means an application for a display permit in the form attached as Schedule "A" to this bylaw;

"DISPLAY FIREWORKS" means Class 7, Division 2, Subdivision 2 explosives as defined in the Explosives Regulations C.R.C., c.599 (being generally described as large fireworks used for public fireworks displays), except firecrackers, and theatrical pyrotechnic effects;

"DISPLAY PERMIT" means a current and valid permit in the form attached as Schedule "A" to this bylaw authorizing a person to fire or set off display fireworks;

"INSURANCE REQUIREMENTS" means the liability insurance requirements set out in Schedule "C" to this bylaw;

"FIRE CHIEF", means the person who is appointed to be head of the Town of Lake Cowichan Fire Department and every person designated by Council under the Community Charter by name of officer or otherwise to act in the place of the Fire Chief;

"FIRE DEPARTMENT", means the organization known as the Town of Lake Cowichan Volunteer Fire Department;

"LOCAL ASSISTANT" means the local assistant of the Fire Commissioner who has jurisdiction in the Town;



"PEACE OFFICER", means a member of the Volunteer Fire Department of the Town of Lake Cowichan, acting as a Local Assistant to the Fire Commissioner as defined under the Fire Services Act [RSBC 1996] CHAPTER 144 or any person employed by the Town of Lake Cowichan as a By-law Enforcement Officer, or any person carrying out the duties of a R.C.M.P. Officer in the detachment at the Town of Lake Cowichan;

"SALES APPLICATION" means an application for a sales permit in the form attached as Schedule "F" to this bylaw;

"SALES PERMIT" means a current and valid permit in the form attached as Schedule "F" to this bylaw authorizing a person to sell, offer for sale or otherwise dispose of consumer fireworks to a person of 18 years of age or older; and

"TOWN", means the Town of Lake Cowichan.

SECTION 3: GENERAL

3.1 This bylaw may be enforced my means of a ticket in the form prescribed for the purpose by Section 264 of the Community *Charter*.

SECTION 4: PROHIBITIONS

- 4.1 No person may sell or otherwise dispose of consumer fireworks or display fireworks to any person under 18 years of age.
- 4.2 No person may sell, offer for sale or otherwise dispose of consumer fireworks to any person 18 years of age or older without a sales permit.
- 4.3 No person may sell, offer for sale or otherwise dispose of a Roman candle or firecracker.
- 4.4 No person may sell, offer for sale or otherwise dispose of firecrackers.
- 4.5 No person may fire, set off or explode firecrackers.
- 4.6 No person may fire, set off or explode display fireworks without a display permit.
- 4.7 Except between October 26th and 6.00 P.M. on October 31st, in each calendar year, no person may sell or otherwise dispose of consumer fireworks.
- 4.8 Except between October 28th and November 1st in each calendar year no person may fire, set off or explode consumer fireworks.
- 4.9 No sales permit holder may sell, offer for sale or otherwise dispose of consumer fireworks in contravention of that sales permit.
- 4.10 No display permit holder may store, fire, set off, explode or otherwise use display fireworks in contravention of that display permit.
- 4.11 No person may store, fire, set off, explode or otherwise use consumer fireworks or display fireworks in an unsafe manner.



SECTION 5: DISPLAY PERMITS

- 5.1 Any person 18 years of age or older desiring to fire, set off or explode display fireworks for the purpose of the observance or celebration of a special event or festival may apply for a display permit by submitting to the local assistant, at least ten days prior to the date upon which the fireworks event is to occur:
- (1) a completed display application;
 - (2) if the fireworks event is to occur on property that is not owned by the applicant or owned or controlled by the Town, a written agreement of the property owner in the form attached as Schedule "D";
 - (3) if the fireworks event is being organized or sponsored by any person other than the applicant, a written agreement of such person in the form attached as Schedule "E";
 - (4) evidence that the applicant is authorized by Natural Resources Canada to possess and fire or set off display fireworks; and
 - (5) a display permit application fee of \$50.00.
- 5.2 The local assistant will consider all display applications and issue a display permit to an applicant if:
- (1) the property upon which the fireworks event is to occur is available for such use on the date and time set out in the display application;
 - (2) the fireworks event will not create a public safety risk or risk to public or private property; and
 - (3) the applicant has submitted to the local assistant the items described in Section 5.1 and any additional information in relation to the fireworks event that the local assistant may require.
- 5.3 Every display permit holder must comply with the insurance requirements.
- 5.4 The local assistant may rescind a display permit in the event:
- (1) circumstances arising or ascertained after the display permit was issued demonstrate that a public safety risk or risk to public or private property exists in connection with the fireworks event; or
 - (2) the local assistant determines that the display permit holder submitted false or inaccurate information in his or her display application.

SECTION 6 - SALES PERMITS

- 6.1 Any person desiring to sell, offer for sale or otherwise dispose of consumer fireworks may apply for a sales permit by submitting to the local assistant:
- (1) a completed sales application; and
 - (2) a sales application fee of \$100.00.
- 6.2 The local assistant will consider all sales applications and issue a sales permit to an applicant:
- (1) if the applicant:
 - (a) is 18 years of age or older (where the applicant is an individual);



- (b) has submitted the items described in Section 6.1 and any additional information in relation to the applicant's intention to sell, offer for sale or otherwise dispose of consumer fireworks;
 - (c) holds a current and valid business licence issued by the Town;
 - (d) does not already have a sales permit; and
 - (e) has not previously held a sales permit that was cancelled or rescinded at any time during the two years prior to the date the sales application is submitted to the local assistance; and
 - (f) a sales permit has not already been issued in respect of a parcel or location described in the sales application.
- 6.3 The local assistant may rescind a sales permit if the local assistant determines that the sales permit holder submitted false or inaccurate information in his or her sales application.
- 6.4 A sales permit expires at 12.00 a.m. November 1 in the year of its date of issue.

SECTION 7 – ENFORCEMENT

- 7.1 A display permit is cancelled if the display permit holder:
- (1) fails to comply with any term or condition of the display permit without the prior written consent of the local assistant; or
 - (2) violates or breaches any of the provisions of this bylaw.
- 7.2 A sales permit is cancelled if the sales permit holder:
- (1) fails to comply with any term or condition of the sales permit without the prior written consent of the local assistant;
 - (2) violates or breaches any of the provisions of this bylaw; or
 - (3) ceases to hold a current and valid business licence issued by the Town.
- 7.1 Every person who contravenes any provision of this Bylaw is guilty of an offence under the *Offence Act* and is liable on summary conviction to a fine of not less than \$500.00 and not more than \$10,000.00 or imprisonment of not more than six months.
- 7.2 Pursuant to Section 264(1)(b) of the *Community Charter*, Peace Officers are designated to enforce this bylaw.
- 7.3 Pursuant to Section 264(1)(c) of the *Community Charter*, the words or expression in Column 1 of Schedule "B" to this bylaw designate the offence committed under the bylaw section number appearing in Column 2 opposite the respective words or expression.
- 7.4 Pursuant to Section 265(1)(a) of the *Community Charter*, the fine amount in Column 3 of Schedule "B" to this bylaw is the fine amount that corresponds to the section number and words or expression set out in Columns 1 and 2 opposite the fine amount.
- 7.5 Every person who violates or breaches any of the provisions of this bylaw is guilty of an offence and each day that the violation is caused or allowed to continue constitutes a separate offence.



SECTION 8 – SEVERABILITY

8.1 If any section, subsection or clause of the By-law is declared or held to be invalid by a court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this By-law shall be deemed to have been enacted and adopted without the invalid and severed section, subsection or clause.

READ A FIRST TIME on the 23rd day of August, 2005.

READ A SECOND TIME on the 23rd day of August, 2005.

READ A THIRD TIME on the 11th day of October, 2005.

RECONSIDERED, FINALLY PASSED and ADOPTED by the Municipal Council of the Town of Lake Cowichan on the 18th day of October, 2005.

W. J. (Jack) Peake
Mayor

Joseph A. Fernandez
Corporate Officer



SCHEDULE "A"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005

TOWN OF LAKE COWICHAN
APPLICATION AND PERMIT FOR A FIREWORKS EVENT



DATE: _____

APPLICATION NO. _____

FEE : _____

RECEIPT : _____

Application is hereby made in accordance with the provisions of "Town of Lake Cowichan 2005 Firecrackers and Fireworks Regulations Bylaw No. 807-2005" by

APPLICANT INFORMATION Please print	
Name of Applicant:	_____
Address (include postal code):	_____
Telephone:	_____ Cell: _____
the _____ day of _____, 20 ____ at _____	(Location)
from _____ a.m./p.m. to _____ a.m./p.m.	
Name of Fireworks Supervisor:	_____ Telephone: _____
Address:	_____ Cell: _____
Fireworks Supervisor Level and Card No.:	_____ Date Issued: _____
_____ Signature of Fireworks Supervisor	

UNDERTAKING BY APPLICANT	
<p>THE APPLICANT CERTIFIES that the Applicant understands and will be guided by the provisions of the Town's Fireworks Regulation Bylaw, in force from time to time, and all applicable Provincial and Federal laws and regulations in force from time to time, and any conditions or restrictions imposed in this permit by the local assistant of the Fire Commissioner.</p> <p>THE APPLICANT FURTHER CERTIFIES that the Applicant is authorized by Natural Resources Canada to possess and fire, set off or explode "display fireworks" (Class 7, Division 2, Subdivision 2 explosives as defined in the <i>Explosives Act</i>).</p> <p>THE APPLICANT FURTHER submits either an application under Schedule "D" or "E" if applicable.</p> <p>IN CONSIDERATION of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the Applicant acknowledges), the Applicant covenants that the Applicant will indemnify and save harmless the Town and its elected officials, employees, officers, agents and contractors from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including, without limitation, legal fees) which the Town or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:</p> <ol style="list-style-type: none"> (1) the issuance of this permit; (2) the fireworks event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith; (3) the Applicant's use or occupation of the location upon which the fireworks event is to occur; or (4) any act or omission of the Applicant or any person for whom the Applicant is at law, responsible, including, without limitation, the non-observance or nonperformance of any obligation imposed by federal or provincial law. 	
_____ Signature of Applicant	_____ Date



TOWN OF LAKE COWICHAN

APPLICATION AND PERMIT FOR A FIREWORKS EVENT



PERMIT NO.

PERMIT granted to _____ to fire, set off or explode fireworks, in the location and at the date and time set out above, subject to the Town's Fireworks Regulation Bylaw, as amended from time to time, and to the following conditions and restrictions:

- In accordance with requirements of the Fireworks Regulation Bylaw, the Applicant shall obtain Comprehensive General Liability insurance policy with an inclusive limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage and provide evidence of the same to the local assistant of the Fire Commissioner no later than ten (10) days prior to the fireworks event.
- This permit is not transferable. On the Applicant is authorized under this permit to fire or set off or explode fireworks.
- The Applicant may only fire, set off or explode the type and quantity of fireworks described above.

Local Assistant of the Fire Commissioner / Fire Chief

Date of Issue



Schedule "B"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005

TOWN OF LAKE COWICHAN
 Fireworks Bylaw 807-2005

<u>Offence</u>	<u>Section</u>	<u>Fine</u>
Sale of consumer fireworks without sales permit	4.2	\$ 1,000.00
Sale or disposition of Roman candles or firecrackers	4.3	\$ 1,000.00
Discharge of Roman Candles	4.5	\$ 1,000.00
Discharge of display fireworks without display permit	4.7	\$ 1,000.00
Sale or trade consumer fireworks before 26 th October and after 6.00 p.m., October 31 st in any year	4.8	\$ 1,000.00
Discharge of consumer fireworks contrary to bylaw	4.9	\$ 1,000.00



SCHEDULE "C"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005

Insurance Requirements

1. A display permit holder shall, at his or her own expense, for the duration of the fireworks event, secure and maintain a Comprehensive General Liability insurance policy with an inclusive limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage.
2. The Comprehensive General Liability insurance policy shall:
 - (1) include all premises and operations necessary or incidental to the fireworks event;
 - (2) include "Broad Form" Property Damage coverage on an occurrence basis, including loss of use of property;
 - (3) include, but not necessarily be limited to, the following coverages:
 - (a) Contingent Employers Liability;
 - (b) Owners and Contractors Protective Liability;
 - (c) Contractual Liability assumed with respect to the event;
 - (d) Non-Owned and Hired Auto;
 - (e) Personal Injury Liability;
 - (4) include the Town, its elected officials, officers, agents and employees, and contractors acting on behalf of the Town, as additional insureds;
 - (5) be primary and non-contributing with respect to any insurance carried by the Town;
 - (6) not include a deductible greater than \$5,000.00 per occurrence (unless the Town advises in writing that it has determined that a greater deductible is acceptable);
 - (7) include a Cross Liability clause;
 - (8) preclude subrogation claims by the insurer against any of the insureds;
 - (9) include a provision requiring the insurer to give the Town 30 days' prior written notice before making any material change to the insurance coverage, or the termination or cancellation thereof;
 - (10) provide that the Town, its elected officials, officers, agents and employees, and contractors acting on behalf of the Town are protected notwithstanding any act, neglect or misrepresentation of the display permit holder which might otherwise result in the avoidance of a claim and that such policy is not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds; and
 - (11) be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the Town.



3. Seven days prior to the fireworks event and upon the Town's written request from time to time, the display permit holder shall furnish the Town with a certificate or certificates of insurance as evidence that the required insurance is in force.
4. Maintenance of the insurance required herein and the performance by the display permit holder of his or her obligations under this clause shall not relieve the display permit holder from liability under any covenant to indemnify the Town.
5. It shall be the sole responsibility of the display permit holder to determine his or her own additional insurance coverages, if any, including workers' compensation, that are necessary and advisable for his or her own protection or to fulfil his or her obligations with respect to the fireworks event. Any such additional insurance shall be secured and maintained by the display permit holder at his or her own expense.
6. The foregoing insurance provisions shall not limit the insurance the display permit holder is required to secure and maintain by provincial or federal law.
7. If the display permit holder fails to secure or maintain insurance as required herein, then the Town shall have the right, but not the duty or obligation, to secure and maintain such insurance and give evidence thereof to the display permit holder. The display permit holder shall pay the cost thereof to the Town on demand or the Town may deduct such cost from any amount that is due or may become due to the display permit holder from the Town.



SCHEDULE "D"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005

TOWN OF LAKE COWICHAN

AGREEMENT OF PROPERTY OWNER FOR FIREWORKS EVENT



DATE:	_____
APPLICATION NO.	_____

FEE :	_____
RECEIPT :	_____

Application is hereby made in accordance with the provisions of "Town of Lake Cowichan 2005 Firecrackers and Fireworks Regulations Bylaw No. 807-2005" by

APPLICANT INFORMATION Please print	
Name of Applicant:	_____
Name of Organizer/Sponsor of Fireworks Event:	_____
Location of Fireworks Event:	_____
Date:	_____ Time: _____
Name of Property Owner:	_____
Mailing Address (include postal code):	_____
Telephone:	_____ Contact Name (if any): _____
<p>The Property Owner has agreed and consented to the Organizer/Sponsor holding and the Applicant performing a fireworks event on the date and at the location and time described above. The Applicant has applied to the Town of Lake Cowichan for a permit to perform such fireworks event.</p> <p>In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Property Owner), the Property Owner hereby remises, releases and forever discharges the Town of Lake Cowichan and its elected officials, employees, officers, agents and contractors of and from any and all matter of actions, damages, causes of action, suits, debts, claims, demands and damages of any nature or kind whatsoever which the Property Owner may at any time have against the Town of Lake Cowichan or its elected officials, employees, officers, agents or contractors arising out of any cause, matter or thing in respect of or arising out of:</p> <ol style="list-style-type: none"> (1) the issuance of the permit to the Applicant; (2) the fireworks event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith; (3) the use or occupation of the location upon which the fireworks event is to occur; or (4) any act or omission of the Applicant or Organizer/Sponsor or any persons for whom either is, at law, responsible, including, without limitation, the non-observance or non-performance of any obligation imposed by federal or provincial law. <p>The Property owner acknowledges that he or she has had the opportunity to seek independent legal advice as to the contents of this agreement and that he or she is not under any legal disability.</p>	
SIGNATURE(S) OF PROPERTY OWNER:	_____ _____
DATE:	_____



SCHEDULE "E"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005

TOWN OF LAKE COWICHAN

AGREEMENT OF ORGANIZER OR SPONSOR OF FIREWORKS EVENT



DATE: _____

FEE : _____

APPLICATION NO. _____

RECEIPT : _____

Application is hereby made in accordance with the provisions of "Town of Lake Cowichan 2005 Firecrackers and Fireworks Regulations Bylaw No. 807-2005" by

APPLICANT INFORMATION	
Please print	
Name of Applicant: _____	
Location of Fireworks Event: _____	
Date: _____	Time: _____
Name of Organizer/Sponsor of Fireworks Event: _____	
Mailing Address (include postal code): _____	
Telephone: _____	Contact Name (if any): _____
<p>The Organizer/Sponsor has engaged the Applicant to perform a fireworks event on the date and at the location and time described above. The Applicant has applied to the Town of Lake Cowichan for a permit to perform such fireworks event.</p> <p>In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Organizer/Sponsor), the Organizer/Sponsor hereby covenants to indemnify and save harmless the Town and its elected officials, employees, officers, agents and contractors from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including, without limitation, legal fees) which the Town or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:</p> <ol style="list-style-type: none"> (1) the issuance of the permit to the Applicant; (2) the fireworks event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith; (3) the use or occupation of the location upon which the fireworks event is to occur; or (4) any act or omission of the Organizer/Sponsor or Applicant or any persons for whom either is, at law, responsible, including, without limitation, the non-observance or non-performance of any obligation imposed by federal or provincial law. <p>The Organizer/Sponsor acknowledges that he or she has had the opportunity to seek independent legal advice as to the contents of this agreement and that he or she is not under any legal disability.</p>	
SIGNATURE(S) OF ORGANIZER/SPONSOR: _____	

DATE: _____	



SCHEDULE "F"
ATTACHED TO AND FORMING PART OF BYLAW NO. 807-2005
TOWN OF LAKE COWICHAN

APPLICATION AND PERMIT FOR FIREWORKS SALES



DATE: _____
 APPLICATION NO. _____

FEE : _____
 RECEIPT : _____

Application is hereby made in accordance with the provisions of "Town of Lake Cowichan 2005 Firecrackers and Fireworks Regulations Bylaw No. 807-2005" by

APPLICANT INFORMATION Please print	
Name of Applicant: _____	
Location of Fireworks Event: _____	
Age (if applicant is an individual): _____	
Name of Business (if different from Applicant): _____	
Mailing Address (include postal code): _____	
Telephone: _____	Contact Name (if any): _____
Applicant's Business License No.: _____	
THE APPLICANT HEREBY applies to sell, offer for sale or otherwise dispose of consumer fireworks at the following location(s):	
THE APPLICANT CERTIFIES that the Applicant understands and will be guided by the provisions of the Town's Fireworks Regulation Bylaw and all applicable provincial and federal laws and regulations in force from time to time and any conditions or restrictions imposed in this permit by the local assistant of the Fire Commissioner.	
IN CONSIDERATION of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the Applicant acknowledges), the Applicant covenants that the Applicant will indemnify and save harmless the Town and its elected officials, employees, officers, agents and contractors from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including, without limitation, legal fees) which the Town or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:	
<ol style="list-style-type: none"> (1) the issuance of this permit; (2) the sale, offering for sale or any other disposal of fireworks to any person by the Applicant; or (3) any act or omission of the Applicant or any person for whom the Applicant is at law, responsible, including, without limitation, the non-observance or nonperformance of any obligation imposed by federal or provincial law. 	
SIGNATURE(S) OF APPLICANT: _____	
DATE: _____	*****



