

DISTRICT OF UCLUELET

Bylaw No. 1302, 2022

A bylaw to regulate, prohibit, and impose requirements in relation to the purchase, sale, possession, and discharge of fireworks and firecrackers in the District of Ucluelet.

WHEREAS the District of Ucluelet Council has the authority under the *Community Charter* to, by bylaw, regulate, prohibit, and impose requirements in relation to fireworks, and firecrackers within the District of Ucluelet;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. **Definitions:**

1.1 In this Bylaw:

"Bylaw Enforcement Officer" means any of the following:

- a) Bylaw Enforcement Officer employed by the District of Ucluelet;
- b) Fire Chief of the District of Ucluelet;
- c) Chief Administrative Officer of the District of Ucluelet; or
- d) Any member of the Royal Canadian Mounted Police;

"Consumer Fireworks" means firework articles designed for recreational use by the public and classified by the Explosives Regulations as Class F.1 explosives, and includes items such as firework showers, golden rain, lawn lights, pin wheels, roman candles, fountains, wheels, volcanoes, mines, and snakes but excludes Christmas crackers, sparklers, and caps for toy guns.

"Display Fireworks" means high-hazard firework articles designed for use by professionals holding a Fireworks Operator Certificate for recreation and public display and classified by the Explosives Regulations as Class F.2 explosives. These articles include items such as rockets, serpents, shells, bombshells, tourbillons, maroons, bouquets, bombardos, fountains, batteries, aerial shells, cakes, roman candles, waterfalls, lances, and wheels, but excludes firecrackers.

"District" means the District of Ucluelet.

"Fire Chief" means the person appointed by the Chief Administrative Officer, as head of the fire department, and includes any other person authorized to act on behalf of the Fire Chief.

"Firecracker" means a small pyrotechnic device, used primarily as a noisemaker, that explodes when ignited and does not make any subsequent display or visible effect after the explosion.

"Fireworks" means Consumer Fireworks, Display Fireworks, and Special Effect Pyrotechnics.

"Fireworks Event" means the observance of a special event or festival where a Fireworks Event Permit has been issued to allow the discharge of Display Fireworks or Pyrotechnic Special Effects.

"Fireworks Event Permit" means a current and valid permit issued under section 5 of this Bylaw which authorizes the discharge of Display Fireworks or Pyrotechnic Special Effects.

"Fireworks Supervisor" means a person who is an approved purchaser of Display Fireworks or Special Effect Pyrotechnics and is in possession of a current Fireworks Operator Certificate from Natural Resources Canada applicable to the classification of Fireworks being discharged under the Fireworks Event Permit; and

"Special Effect Pyrotechnics" means high-hazard pyrotechnic articles designed for use by professionals holding a Fireworks Operator Certificate and classified by the Explosives Regulations as Class F.3 explosives. These articles include items such as gerbs, mines, comets and crossettes. This class also includes special purpose pyrotechnics manufactured live on stage or for the film and television industry.

2. Use of Fireworks

- 2.1 No person may buy, hold, possess, store, sell, offer to sell, give away, trade, fire, set off, discharge, explode, use, or otherwise dispose of Fireworks or Firecrackers to any other person within the District except in strict accordance with this Bylaw.

3. Exemptions

- 3.1 This Bylaw does not prohibit or regulate the use of flares, torpedoes, fuzzes, or similar pyrotechnic devices that may be used by motorists, boat operators, police, emergency services, or other agencies for signalling or illumination purposes.

4. Fireworks Event Permits

- 4.1 Every person must obtain a valid Fireworks Event Permit issued by the Fire Chief to do any of the following:
- a) sell, give, possess, light, explode, activate, or dispose of any Display Fireworks; and
 - b) sell, give, possess, light, explode, activate, or dispose of any Special Effect Pyrotechnics.

5. Fireworks Event Permit Application Requirements

- 5.1 A Fireworks Supervisor aged 18 years or older may apply for a Fireworks Event Permit by submitting to the Fire Chief, at least thirty (30) days prior to the date of the Fireworks Event, the following:
- a) A completed Fireworks Event Permit Application form (available from the District Municipal Office;
 - b) A copy of the Fireworks Supervisor's valid Fireworks Operator Certificate from the Explosives Regulatory Division of Natural Resources Canada;
 - c) A Fire Safety Plan in a form acceptable to the Fire Chief which details the following:
 - i. A site plan, drawn to scale, indicating the location at which the applicant intends to light, explode, or activate the Display Fireworks or Pyrotechnic Special Effects, the direction of firing, separation distances, position of ramps and mortars, any significant ground features, rights of way, buildings or structures, overhead obstructions, parking areas or spectator viewing areas, fallout zone, north arrow, traffic control plans and location of emergency vehicles;
 - ii. A complete list and description of all Display Fireworks or Pyrotechnic Special Effects to be used, including charge size, effects, and manufacturer's name;
 - iii. A description of the firing system and procedures to be used;
 - iv. Details regarding where, and in what fashion, the Display Fireworks or Pyrotechnic Special Effects shall be stored within the District;
 - v. Emergency response procedures, attendance, list of crew members, and clean up procedures; and
 - vi. Procedures for the safe retrieval and disposal of undetonated articles.
 - d) A description of the Fireworks Event, including a time schedule and attendance estimates;
 - e) Proof of valid liability insurance in accordance with the insurance requirements set out in Schedule "A" to this Bylaw;
 - f) The Fireworks Event Permit application fee as listed in the District of Ucluelet Fees and Charges Bylaw No. 1186, 2016 as amended from time to time;

- g) Completed copies of the following District agreements, copies of which are attached as Schedules to this Bylaw:
 - i. Schedule “B” - “Applicant Indemnity Agreement;”
 - ii. Where applicable, Schedule “C” - “Property Owner Agreement” and/or
 - iii. “Schedule “D” - “Sponsoring Organization Agreement.”

6. Fireworks Permit Conditions

- 6.1 The Fire Chief may impose terms and conditions with respect to a Fireworks Event Permit, including:
 - a) The manner in which Display Fireworks or Pyrotechnic Special Effects may be lit, exploded, or activated;
 - b) The hours during which Display Fireworks or Pyrotechnic Special Effects may be lit, exploded, or activated;
 - c) The level of required fire protection to be provided at the site when the Display Fireworks or Pyrotechnic Special Effects are lit, exploded, or activated; and
 - d) Requiring the applicant, property owner, and sponsoring organization, if applicable, to indemnify the District from all claims and losses in relation to the Fireworks Event, in the forms specified in Section 5.1(g) and set out in Schedule “B” of this Bylaw.

7. Regulation of Fireworks Events

- 7.1 Every holder of a Fireworks Event Permit required under section 4 shall:
 - a) Only sell, give, possess, light, explode, activate, or dispose of those Display Fireworks or Pyrotechnic Special Effects specified in, and in accordance with the conditions of, the Fireworks Event Permit;
 - b) Present the Fireworks Event Permit to any seller from whom the Fireworks Event Permit holder is purchasing Display Fireworks or Pyrotechnic Special Effects;
 - c) Ensure that sufficient fire protection is provided at any site on which the Display Fireworks or Pyrotechnic Special Effects are to be ignited and only light, explode or activate in accordance with the Fire Safety Plan submitted in accordance with Section 5.1;

- d) Ensure that the Display Fireworks or Pyrotechnic Special Effects are lit, exploded, or activated only under the direct supervision of the Fireworks Event Permit holder;
 - e) Ensure that sufficient fire protection is provided at any site on which the Display Fireworks or Pyrotechnic Special Effects are lit, exploded, or activated, at the Fireworks Event Permit holder's own cost and expense. If Ucluelet Fire Rescue is utilized, fees for service will be charged at the "All Found Rate" for Type 1 Structure Engines as stated in the BC Office of the Fire Commissioner Inter-Agency Agreement as amended from time to time, for the duration of the Fireworks Event; and;
 - f) Ensure that all resulting debris from the site of a Fireworks Event shall be removed and safely disposed of as soon as practical after the Fireworks Event is completed and before the expiry of the Fireworks Event Permit.
- 7.2 In the case that the Fireworks Event takes place on property owned by the District, prior permission from the District is required, at least 30 days in advance of the Fireworks Event.
- 7.3 All Fireworks Events shall end prior to 11:00 pm (2300 hours) on the Fireworks Event Permit date except as authorized by the Fire Chief.
- 7.4 A Fireworks Event Permit is not transferrable.
- 7.5 Fireworks Events may be subject to an inspection by a Bylaw Enforcement Officer to assess compliance with a Fireworks Event Permit and any other applicable bylaws, public safety laws or codes, or regulations.
- 7.6 The Fire Chief may request a demonstration by the holder of the Fireworks Event Permit of the product(s) to be discharged.
- 7.7 The Fire Chief may, at his sole discretion:
- a) Issue Fireworks Event Permits to eligible applicants;
 - b) Refuse to issue a Fireworks Event Permit where the applicant has failed to meet the requirements of section 5; and
 - c) Revoke, cancel or suspend a Fireworks Event Permit issued under this Bylaw at any time, including, but not limited to, where:
 - i. The holder of a Fireworks Event Permit has violated the terms and conditions of the permit or the provisions of this Bylaw;
 - ii. The holder of a permit has acted in a manner as to endanger persons or property; or

- iii. Weather conditions on the day of the Fireworks Event may endanger persons or property. This includes periods when open burning restrictions are in place within the District.

8. Enforcement

- 8.1 No person shall prevent or obstruct or attempt to prevent or obstruct a Bylaw Enforcement Officer who is enforcing the provisions of this Bylaw.
- 8.2 A Bylaw Enforcement Officer may seize Firecrackers or Fireworks pursuant to this Bylaw.
- 8.3 Every person who violates a provision of this Bylaw is guilty of an offense against this Bylaw and is liable on summary conviction, to the penalties provided for in the *Offence Act*, and each day that a contravention of a provision of this Bylaw occurs or continues shall constitute a separate offence.
- 8.4 Fines for tickets issued under this Bylaw shall be in accordance with Municipal Ticket Information System Bylaw No. 949, 2004, as amended or replaced from time to time.

9. Severability

- 9.1 If any provision of this Bylaw is determined by a court of competent jurisdiction to be unlawful or unenforceable, that provision shall be severed from this Bylaw and shall not affect the validity of any remaining provision of this Bylaw.

10. Administrative Provisions

- 10.1 This Bylaw may be cited as the “District of Ucluelet Fireworks Regulation Bylaw No. 1302, 2022”.
- 10.2 This bylaw hereby repeals and replaces the “District of Ucluelet Fireworks Regulation Bylaw No. 967, 2004 and amendments thereto”.

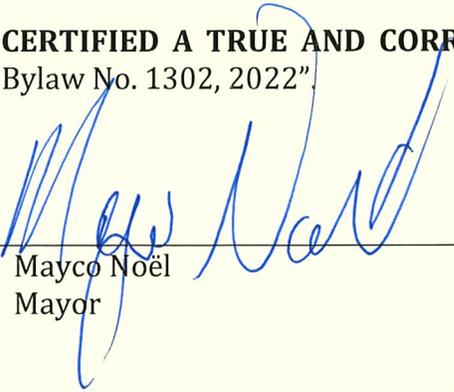
READ A FIRST TIME this 16th day of **August, 2022**.

READ A SECOND TIME this 16th day of **August, 2022**.

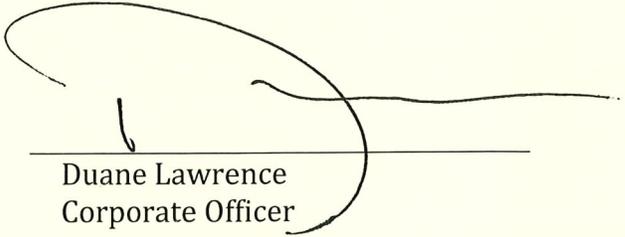
READ A THIRD TIME this 16th day of **August, 2022**.

ADOPTED this 20th day of **September, 2022**.

CERTIFIED A TRUE AND CORRECT COPY; "District of Ucluelet Fireworks Regulation Bylaw No. 1302, 2022".

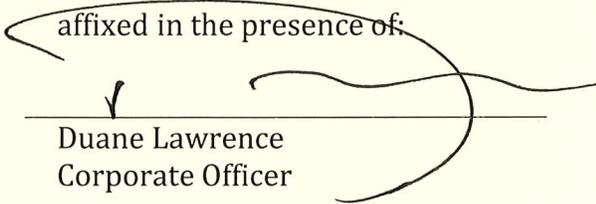


Mayco Noël
Mayor

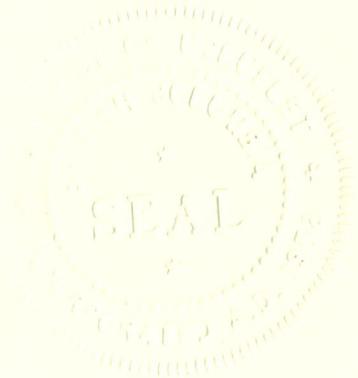


Duane Lawrence
Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:



Duane Lawrence
Corporate Officer



Schedule "A" – Insurance Requirements

- 1.1 A Fireworks Event Permit applicant shall procure and maintain, at its own expense, an insurance policy which shall be maintained continuously from the commencement date of the Fireworks Event Permit until the expiry of the Fireworks Event Permit, or such longer period as may be specified by the District.
- 1.2 As a minimum, the Fireworks Event Permit applicant shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:
 - a) Workers Compensation Insurance covering all employees of the applicant engaged in the works and services related to the Fireworks Event, in accordance with the statutory requirements of the Province of British Columbia;
 - b) Comprehensive General Liability Insurance:
 - i. Providing for an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence or accident.
 - ii. Providing for all sums which the applicant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out or related to the Fireworks Event Permit or any operations executed in connection with the Fireworks Event Permit.
 - iii. Including coverage for products/completed operations, blanket contractual, contractor's protective, personal injury, contingent employer's liability, broad form property damage, and non-owned automobile liability.
 - iv. Including a cross liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- 1.3 The insurance policy shall name the District, its elected officials, officers, agents and employees, and contractors acting on behalf of the District, as additional insureds thereunder and that said policy is primary without any right of contribution from any insurance otherwise maintained by the District.
- 1.4 The applicant shall submit a Certificate of Insurance to the Fire Chief, in a form satisfactory to the District, prior to the commencement date of the Fireworks Event.

- 1.5 The Certificate shall state that thirty (30) days written notice shall be given to the Fire Chief prior to any material changes or cancellation of such policy or policies.
- 1.6 The applicant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District.
- 1.7 All insurance, which the applicant is required to obtain with respect to the Fireworks Event Permit, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia

Schedule "B" - Applicant Indemnity Agreement

IN CONSIDERATION of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the Applicant acknowledges), the Applicant covenants that he or she will indemnify, defend, and save harmless the District and its elected and appointed officials, employees, officers, agents and contractors from and against any and all manner of losses, claims, actions, damages, suits, demands, liability, costs (including legal costs on a solicitor and own client basis) and expenses in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage which the District or its elected or appointed officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:

- (a) the issuance of this Fireworks Event permit;
- (b) the Fireworks Event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith;
- (c) the Applicant's use or occupation of the location upon which the Fireworks Event is to occur; or
- (d) 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 non-performance of any obligation imposed by federal or provincial law.

Printed Name of Applicant

Signature of Applicant

Date

Schedule "C" - Property Owner Agreement

Name of Applicant: _____

Name of Organizer or Sponsor of Fireworks Event (if applicable):

Location of Fireworks Event:

Date: _____ Time: _____

Name of Property Owner(s):

Mailing Address: _____

Phone: _____ Contact Name (if any): _____

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 District for a permit to perform the Fireworks Event.

IN CONSIDERATION of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the Property Owner acknowledges), the Property Owner covenants that he or she will indemnify, defend, and save harmless the District and its elected and appointed officials, employees, officers, agents and contractors from and against any and all manner of losses, claims, actions, damages, suits, demands, liability, costs (including legal costs on a solicitor and own client basis) and expenses in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage which the Property Owner may at any time have against the District or its elected or appointed officials, employees, officers, agents or contractors arising out of any cause, matter or thing in respect of:

- (a) the issuance of the permit to the Applicant;
- (b) the Fireworks Event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith;
- (c) the use or occupation of the location upon which the Fireworks Event is to occur;
or
- (d) 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.

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.

Signature of Applicant

Date

Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of Fireworks Bylaw No. 1302, 2022. The information is collected under the authority of Freedom of Information and Protection of Privacy Act (1996) and the *Community Charter*. If you have any questions about this collection, please contact the Manager of Corporate Services for the District of Ucluelet at (250) 726-7744

Schedule "D" - Sponsoring Organization Agreement

Name of Applicant: _____

Location of Fireworks Event:

Date: _____ Time: _____

Name of Organizer or Sponsor of Fireworks Event: _____

Mailing Address: _____

Phone: _____ Contact Name (if any): _____

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 District for a permit to perform the Fireworks Event.

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 that he or she will indemnify, and save harmless the District and its elected and appointed officials, employees, officers, agents and contractors from and against any and all manner of losses, claims, actions or causes of action, damages, suits, demands, liability, costs (including legal costs on a solicitor and own client basis) and expenses in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage which the District or its elected or appointed officials, employees, officers, agents or contractors may sustain. Incur, or be put to by reason of or arising out of:

- (a) the issuance of the permit to the Applicant;
- (b) the Fireworks Event, including, without limitation, the handling, storage, firing, setting off, exploding or other use of fireworks in connection therewith;
- (c) the use or occupation of the location upon which the Fireworks Event is to occur;
- or
- (d) 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.

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.

IN CONNECTION WITH:

Name of Special Event or Festival
HELD AT OR NEAR _____, Ucluelet, BC
ON _____, 2022 pursuant to the District of Ucluelet Fireworks Bylaw No.
1302, 2022.

Name

Signature of Sponsoring Organization

Date