

City of Chilliwack

Bylaw No. 5109

A bylaw to regulate and prohibit fireworks

WHEREAS the Council of the City of Chilliwack considers it to be appropriate to regulate, prohibit and impose requirements in relation to firecrackers, fireworks and explosives.

THEREFORE, the Council of the City of Chilliwack in open meeting assembled, enacts as follows:

CITATION

1. This bylaw may be cited as **“Fireworks Regulation Bylaw 2021, No. 5109”**.

REPEAL

2. “Fireworks Regulation Bylaw 2006, No. 3246” and amendments thereto are hereby repealed.

INTERPRETATION

3. In this Bylaw:

“City” means the City of Chilliwack;

“Consumer Fireworks” means all fireworks of every nature and kind, including those classified as Type F.1 explosives under the federal *Explosives Regulations, 2013* but does not include Display Fireworks, Christmas crackers, sparklers and caps for toy guns;

“Discharge” means to fire, ignite, explode or set off or cause to be fired, ignited, exploded or set off;

“Display Application” means an application for a display permit in the form attached as Schedule “A” to this bylaw;

“Display Fireworks” means those classified as Type F.2 explosives under the federal *Explosives Regulations, 2013*, which include, but are not limited to, outdoor, high-hazard recreational fireworks such as display shells, bombshells, large wheels, barrages, bombardos, waterfalls and mines;

“Display Permit” means a current and valid permit in Schedule “A” attached hereto and forming part of this Bylaw authorizing a person to fire or set off Display Fireworks;

“Enforcement Officer” means:

- (a) the Fire Chief, and every person appointed by Council or the Fire Chief, as applicable, to be an officer or employee of the Chilliwack Fire Department;
- (b) the Director of Development and Regulatory Enforcement Services;
- (c) Bylaw Enforcement Officers;
- (d) Peace Officers of the Royal Canadian Mounted Police;
- (e) the deputy of a person, officer or employee referred to in (a) and (b);
- (f) other persons designated by Council by name of office or otherwise to act in the place of the persons, officers or employees referred to in (a) to (d);

“Firecracker” means a small explosive charge and a fuse in a heavy paper casing, exploded to make noise, but having little or no pyrotechnic effect;

“Fireworks” means devices containing an explosive capable of or discharged for the purpose of producing a pyrotechnic effect, a pyrotechnic signal or a sound signal and includes Consumer Fireworks and Display Fireworks;

"Highway" includes a street, road, lane, bridge, viaduct and any other way open to public use, other than a private right of way on private property;

“Insurance Requirements” means the liability insurance requirements set out in Schedule “B” attached hereto and forming part of this Bylaw;

“Local Assistant” means the Local Assistant of the Fire Commissioner who has jurisdiction in the City;

“Public Place” means any real property owned or subject to a right of occupation by the City for the pleasure, recreation or community uses of the public including public parks, playgrounds, public squares, pathways, trails, dikes and other public places and all improvements and shall include all other public areas adjacent to lakes, rivers, streams or land covered by water and City owned or controlled parking lots;

“Sky Lantern” means a small airborne, fire-holding device made of paper or other lightweight material, not under direct control of the user, and with a small fire within it.

PROHIBITIONS

4. Unless expressly permitted by this Bylaw:

- (1) no person may sell, offer for sale or otherwise transfer Consumer Fireworks to any person.
- (2) no person may sell, offer for sale or otherwise transfer Firecrackers to any person.
- (3) no person may buy, hold, possess, Discharge, or otherwise use Consumer Fireworks.

- (4) no person may buy, hold, possess, Discharge, or otherwise use Firecrackers.
- (5) no person may Discharge a fire of any kind whatsoever in the open air, including airborne fire holding devices not under the control of the user such as Sky Lanterns.
5. No person may buy, hold, possess, store, transport, Discharge, or otherwise use Display Fireworks without a Display Permit.
6. No Display Permit holder may store, Discharge or otherwise use Display Fireworks in contravention of that Display Permit, or in an unsafe manner.
7. Except as provided in Section 10 of this Bylaw, no person may store or transport Consumer Fireworks or Firecrackers.
8. No person may store or transport Fireworks or Firecrackers in an unsafe manner.

EXEMPTIONS

9. This Bylaw does not prohibit or regulate the use of torpedoes, flares, fuzes or similar pyrotechnic devices by motorists, railroads, police or other agencies for signalling purposes or illumination.
10. This Bylaw does not prohibit a person from possessing Fireworks or Firecrackers while transiting through the City to another municipality.

SEIZURE

11. An Enforcement Officer may seize Fireworks and Firecrackers unlawfully occupying a portion of a Highway or Public Place.
12. The owner of the Fireworks or Firecrackers seized under Section 11 is liable to pay to the City a fee for the seizure in the amount set out in Schedule “F” attached hereto and forming part of this Bylaw.
13. Fireworks seized under Section 11 may be disposed of in accordance with the *Disposal of Property in Police Possession Regulation*.

DISPLAY PERMITS

14. Any person 18 years of age or older desiring to Discharge Display Fireworks for the purpose of the observance or celebration of a special event, festival or theatrical performances may apply for a Display Permit by submitting to the Local Assistant, at least ten days prior to the date upon which the event is to occur:
 - (1) a completed “Application and Permit for Display Fireworks Event” in Schedule “A” attached hereto and forming part of this Bylaw;

- (2) if the event is to occur on property that is not owned by the applicant or owned or controlled by the City, a completed “Agreement of Property Owner for Fireworks Event” in Schedule “C” attached hereto and forming part of this Bylaw;
 - (3) if the event is being organized or sponsored by any person other than the applicant, a completed “Agreement of Organizer or Sponsor of Public Event” in Schedule “D” attached hereto and forming part of this Bylaw;
 - (4) evidence that the applicant is authorized by Natural Resources Canada to possess and Discharge Display Fireworks; and,
 - (5) a display permit application fee of \$50.00.
- 15.** The Local Assistant will consider all Display Applications and issue a Display Permit to an applicant if:
 - (1) the property upon which the event is to occur is available for such use on the date and time set out in the display application;
 - (2) the Local Assistant considers that the 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 15 of this Bylaw and any additional information in relation to the event that the Local Assistant may require.
- 16.** Every Display Permit holder must comply with the insurance requirements as outlined in the form attached as Schedule “B”.
- 17.** The Display Permit holder will be required to pay to the City a fee equal to the cost of any fire fighting or remediation work, materials or resources expended by the City as a result of a fire caused by Fireworks used during the permitted event. The fee shall be calculated according to Schedule “E” attached hereto and forming part of this Bylaw.
- 18.** The Local Assistant must rescind a Display Permit in the event:
 - (1) circumstances arising or ascertained after the Display Permit was issued demonstrate to the Local Assistant that a public safety risk or risk to public or private property exists in connection with the event; or,
 - (2) the Local Assistant determines that the Display Permit holder submitted false or inaccurate information in the application.

19. 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.

ENFORCEMENT

20. No person shall obstruct an Enforcement Officer engaged in the administration or enforcement of this Bylaw.
21. Every person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw and is liable to the penalties imposed under this Bylaw or any other applicable bylaw of the City.
22. Each day that a violation continues to exist is deemed to be a separate offence against this Bylaw.
23. Any person who contravenes any of the provisions of this Bylaw commits an offence punishable upon summary conviction and is liable to a fine of not more than \$50,000.00 or to imprisonment for not more than six months or to both.

SEVERABILITY

24. If at any time, any provision of this Bylaw is declared or held to be illegal, invalid, or ultra vires, in whole or in part, then the provision shall not apply and the remainder of this Bylaw shall continue in full force and effect and be construed as if it had been enacted without the illegal, invalid, or ultra vires provision.

Received first and second reading on the 6th day of July, 2021.

Received third reading on the 6th day of July, 2021.

Received adoption on the 20th day of July, 2021.

“Ken Popove”

Mayor

“Jennifer Kooistra”

Acting Corporate Officer

Schedule “A”

City of Chilliwack - Application and Permit For Display Fireworks Event

Name of Applicant: _____ Age: _____

Mailing Address: _____

_____ Phone: _____

Fireworks Supervisor Level and Card No. _____

THE APPLICANT HEREBY applies to fire, set off or explode fireworks on property within the City of Chilliwack as follows:

Location: _____

Date: _____ Time: _____

Description of Event: _____

Estimated Number of Spectators: _____

Type and Quantity of Fireworks: _____

Description of Safety Precautions: _____

Contact Name and Phone for Organizer or Sponsor of Fireworks Event: _____

Contact Name and Phone for Property Owner: _____

THE APPLICANT CERTIFIES that the Applicant understands and will be guided by the provisions of the City's Fireworks Regulation Bylaw, as amended, and all applicable Provincial and Federal laws and regulations, as amended, and any conditions or restrictions imposed in this permit by the Local Assistant of the Fire Commissioner.

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 *Explosives Act*).

IN CONSIDERATION of being granted this permit, the Applicant covenants that the Applicant will indemnify and save harmless the City 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 City or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:

- (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 non-performance of any obligation imposed by federal or provincial law.

THE APPLICANT AGREES to pay a fee to the City of Chilliwack equivalent to any costs incurred by the City for fire fighting or remediation work, materials and resources expended as a result of a fire caused by fireworks used during the event authorized by this permit. The fees shall be calculated according to Schedule “E” attached hereto and forming part of this Bylaw, of the Fireworks Regulation Bylaw, as amended.

Signature of Applicant

Date

* * * * *

PERMISSION IS GRANTED to the above Applicant to fire, set off or explode fireworks, in the location and at the date and time set out above, subject to the City's Fireworks Regulation Bylaw, as amended, and to the following conditions and restrictions:

- In accordance with requirements of the Fireworks Regulation Bylaw, as amended, 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. Only 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

Date of Issue

Schedule “B”

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; and,
 - (e) Personal Injury Liability;
 - (4) include the City, its elected officials, officers, agents and employees, and contractors acting on behalf of the City, as additional insureds;
 - (5) be primary and non-contributing with respect to any insurance carried by the City;
 - (6) not include a deductible greater than \$5,000.00 per occurrence (unless the City 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 City 30 days’ prior written notice before making any material change to the insurance coverage, or the termination or cancellation thereof;

- (10) provide that the City, its elected officials, officers, agents and employees, and contractors acting on behalf of the City 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 City.
3. Seven days prior to the fireworks event and upon the City’s written request from time to time, the display permit holder shall furnish the City 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 Schedule shall not relieve the display permit holder from liability under any covenant to indemnify the City.
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 City 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 City on demand or the City may deduct such cost from any amount that is due or may become due to the display permit holder from the City.

Schedule “C”

Agreement of Property Owner For Fireworks Event

Name of Applicant: _____

Name of Organizer or Sponsor of Fireworks Event: _____

Location of Fireworks Event: _____

Date: _____ Time: _____

Name of Property Owner: _____

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 City of Chilliwack for a permit to perform such fireworks event.

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 City of Chilliwack 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 City of Chilliwack or its elected officials, employees, officers, agents or contractors arising out of any cause, matter or thing in respect of or arising out of:

- (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.

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(S) OF PROPERTY OWNER: _____

DATE:

Schedule “D”

Agreement of Organizer or Sponsor of Public Fireworks Event

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 City of Chilliwack for a permit to perform such 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 to indemnify and save harmless the City 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 City or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:

- (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.

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.

SIGNATURE(S) OF ORGANIZER/SPONSOR: _____

DATE:

Schedule “E”

Vehicle and Personnel Charges

Personnel and vehicles costs, to respond to incidents governed by this Bylaw.

VEHICLE COST

Aerial	\$ 840.00 per hour (minimum 2 hours)
Engine	\$ 605.00 per hour (minimum 2 hours)
Water Tender	\$ 375.00 per hour (minimum 2 hours)
Rescue	\$ 346.00 per hour (minimum 2 hours)
Small Vehicles	\$ 250.00 per hour (minimum 2 hours)

PERSONNEL COST

Charges for full-time and paid on-call staff responses will be \$50.00 per hour for each firefighter called into service (minimum 2 hours).

Cost per incident will be assessed on each hour or portion thereof, for units dispatched and the number of Fire Department personnel responding to the incident, including those placed on standby. In addition to the preceding Vehicle and Personnel Costs, the following charges will be assessed:

Consumable Goods	Replacement value plus all applicable taxes
Administration Fee	15%

Schedule “F”

Seizure Fees

Description

Fee

Seizure of Firecrackers and Fireworks:

First occurrence	\$125.00
Second occurrence	\$200.00
Third and any subsequent occurrences	\$300.00