

CITY OF PITT MEADOWS

Fireworks and Pyrotechnics Bylaw

Bylaw No. 2673 and amendments thereto CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. The amending bylaws have been consolidated with the original bylaws for convenience only.

Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

<u>BYLAW NO.</u>	<u>ADOPTED</u>
2775	September 19, 2017
2796	March 27, 2018

The bylaw numbers in **bold** at the end of the clause refer to the bylaws that amended the principal bylaw.

**CITY OF PITT MEADOWS
FIREWORKS AND PYROTECHNICS BYLAW
Bylaw No. 2673, 2015**

A Bylaw to regulate fireworks and pyrotechnics

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

AND WHEREAS, pursuant to the provisions contained in Section 8 of the Community Charter, Council may, by Bylaw, 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 City of Pitt Meadows, in open meeting assembled, **ENACTS AS FOLLOWS**:

1. This Bylaw may be cited for all purposes as City of Pitt Meadows "Fireworks and Pyrotechnics Bylaw No. 2673, 2015".

SECTION 1 - DEFINITIONS

2. Unless specifically identified herein, the use of the masculine terms of "he or his" will in fact represent all persons regardless of gender.
3. In this Bylaw, unless the context otherwise requires:

"AUTHORITY HAVING JURISDICTION (AHJ)", means the City of Pitt Meadows as the agency responsible for granting approvals for fireworks and pyrotechnics displays. Typically represented by the Fire Chief, or designate, but may alternatively be represented by any Peace Officer, as defined in this document.

"APPROVED", means approved by an **Officer** of the Fire Rescue Service of the City of Pitt Meadows.

"COUNCIL", means the Municipal Council of the City of Pitt Meadows.

"CITY", means the City of Pitt Meadows.

"CONSUMER FIREWORKS", commonly referred to as family grade fireworks, are those classified as Type F.1 explosives under the Federal Explosives Regulations. These include, but are not limited to, outdoor, low-hazard recreational fireworks such as showers, fountains, golden rain, Roman candles, volcanoes, sparklers and caps for toy guns.

"DISCHARGE", means to ignite, fire, explode or set off or cause to be fired, ignited, exploded or set off and the words "discharged" and "discharging" have a similar meaning.

“DISPLAY FIREWORKS”, commonly referred to as professional grade fireworks, are those classified as Type F.2 explosives under the federal Explosives Regulations. These include, but are not limited to, outdoor, high-hazard recreational fireworks such as display shells, bombshells, large wheels, barrages, bombardos, waterfalls and mines.

“DISPLAY FIREWORKS ASSISTANT”, means an individual certified by Natural Resources Canada to detonate display fireworks under the direct supervision of a Display Fireworks Supervisor.

“DISPLAY FIREWORKS EVENT”, means the observance or celebration of a special event or festival where a special permit has been issued to allow the discharge of display fireworks.

“DISPLAY FIREWORKS SUPERVISOR”, means an individual certified by Natural Resources Canada as qualified and experienced to plan and carry out a display fireworks show and to directly supervise qualified display fireworks assistants in the execution of same.

"EXPLOSIVE", means gunpowder, nitroglycerine, gun cotton, dynamite, blasting gelatin, gelnite, fulminate or mercury, or other metals, coloured fire and every other substance used or manufactured to produce a violent effect by explosion, or a pyrotechnic effect, and shall include fireworks, fuses, rockets, percussion caps, detonators, cartridges, and ammunition.

"FIRE CHIEF", means the person who is appointed to be head of the Pitt Meadows Fire Rescue Service and every person designated by Council under the Community Charter by name of office or otherwise to act in the place of the Fire Chief;

"FIRE RESCUE SERVICE", means the organization known as the Pitt Meadows Fire and Rescue Service.

"FIRECRACKER”, means a small firework with entwined fuses used solely as noise makers, not for pyrotechnic effects or have little or no pyrotechnic effect and without limitation includes bottle rockets, screechers, screecharoos, humaroos, supersonic bang, butterfly thunder and air bombs and items similarly named or are in the same noise producing category.

“FIREWORKS”, means any manufactured goods intended to be used for pyrotechnic effect that are classified by the Canada Explosives Regulations.

“OCCUPANT”, means an owner, tenant, lessee, agent, licensee and any other person who has the right of access to, and control of any land, building or premises to which this Bylaw applies.

"OFFICER", means any person, including the Fire Chief and those designated by the Fire Chief, appointed to exercise the powers vested under this Bylaw or the *Fire Services Act*.

“PEACE OFFICER”, means a person employed by the City, acting as a Local Assistant to the Fire Commissioner as defined under the *Fire Services Act* or any person employed by the City of Pitt Meadows as a Bylaw Enforcement Officer, or any person carrying out the duties of an R.C.M.P. Officer.

“**PERSON**”, includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to this Bylaw.

“**POSSESSION**”, a person has anything in possession when they have it in their personal possession or knowingly, have it in the actual possession or custody of another person, or, has it in any place, whether or not that place belongs to or is occupied by him, for the use or benefit of himself or of another person; and, where one of two or more persons, with the knowledge and consent of the rest, has anything in his or her custody or possession, it shall be deemed to be in the custody and possession of each and all of them.

“**PROHIBITED FIREWORKS**”, includes but is not limited to aftermarket modified fireworks, firecrackers, exploding matches, sparkling matches, ammunition for miniature guns, cherry bombs, roman candles, stink bombs, smoke bombs, bottle rockets, and all other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act.

“**PYROTECHNIC EVENT**”, means an event or production, generally for the entertainment industry, where a pyrotechnic event use permit has been issued to allow the discharge of pyrotechnics.

“**PYROTECHNICIAN**”, means an individual certified by Natural Resources Canada as qualified and experienced to plan and carry out a pyrotechnic special effects event and to directly supervise qualified pyrotechnics assistants in the execution of same.

“**SKY LANTERN**”, also known as **CHINESE LANTERN, KONGMING LANTERN, or WISH 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.

“**SPECIAL EFFECT PYROTECHNICS**” or “**PYROTECHNICS**” are fuel, flame, propellant and/or explosive materials and devices and are used in a variety of situations, often by the entertainment industry for indoor and outdoor performances and for effects. Examples are flame bars, fire pits, bullet effects, flash powders, smoke generators and compositions, gerbs, lances, saxons, black and smokeless powders as well as special-purpose pyrotechnics. Special-purpose pyrotechnics are devices, compositions and/or commercial high explosives used with fuels (diesel, gasoline, propane, napalm, etc., and other gases and solids) to produce a one-of-a-kind pyrotechnic effect. (**Bylaw No. 2796, 2018**)

SECTION 2: GENERAL

4. A person, defined as a **Peace Officer** pursuant to this Bylaw, is empowered to exercise the powers conferred by this Bylaw, and further, the **Fire Chief** and appointed **Officers** of the **Fire Rescue Service** are empowered to exercise the powers conferred by this Bylaw and the powers conferred by the *Fire Services Act*.
5. The authority to set additional terms and conditions is hereby delegated to an Officer.
6. The sale of consumer and prohibited fireworks of every nature or kind are hereby prohibited in the City of Pitt Meadows.

7. The throwing, propelling, ejecting, lighting, firing, exploding, setting off, discharging or possession of consumer and prohibited fireworks of every nature or kind is hereby prohibited in the City of Pitt Meadows except as herein provided.
8. Except as specifically provided within this Bylaw, no person shall light, ignite, start or cause to be lighted, ignited or started, 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**.
9. A **Peace Officer** may seize consumer and prohibited fireworks or sky lanterns being held in violation of this Bylaw, and may dispose of them without compensation.
10. Notwithstanding any clause in this Bylaw, a Special Permit allowing a **display fireworks event** or **pyrotechnics event** on the terms and conditions set out in the Permit in the form attached hereto as either Schedule "B" or "C" may be purchased from the Fire Rescue Service for a fee of \$200.
11. Every person making an application for a Permit shall deposit security with the City in the form of a cash deposit, irrevocable letter of credit or other form of security acceptable to the City in the amount of \$1000.00 to be used for the purpose of paying costs or expenses incurred or suffered by the City as a result of the applicant's failure to comply with the requirements of this Bylaw and all other applicable statutes. Any amount of security not required for the foregoing purpose will be returned to the applicant.
12. There shall be a valid General Comprehensive Liability Insurance policy in the amount of not less than Five Million (\$5,000,000) Dollars, naming the City as an additional named assured and to provide the City with a copy of the insurance policy before carrying out the **display fireworks** show. Requirements of the insurance coverage are included in Schedule "E".
13. An **Officer** will not issue a permit pursuant to subsection 10 for a Special Fireworks Permit display unless a registered owner of the property is the person seeking the permit or the person seeking the permit has written consent from the registered owner of the property to seek such a permit (see Schedule "D").
14. Notwithstanding any clause contained in this Bylaw, an **Officer** may issue a permit to a person or organization to detonate or explode **display fireworks** or **pyrotechnics** for religious, ceremonial or entertainment industry purposes with strict conditions as the **Officer** deems necessary.
15. If an **Officer**, as a result of the existence of hazardous fire conditions, deems it advisable, he may cancel or suspend for such time as is specified in the order, any Permits issued pursuant to this Bylaw, or he may attach to any or all such Permits such conditions and restrictions as deemed appropriate.
16. All Permits issued pursuant to this Bylaw shall be subject to such conditions, restrictions, and provisions as an **Officer** may consider necessary or expedient to incorporate therein.
17. An **Officer** may enter on property and inspect premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to persons or property.

18. An owner or occupier of real property shall remove or reduce any thing or condition from a building or yard which in the opinion of an **Officer** is a fire hazard or increases the danger.
19. After an inspection, an **Officer** may order in writing that within a reasonable time set out in the Order, the Owner or Occupant remove, destroy, repair or alter the use of the occupancy of the premises, or remove or take precautions against any fire hazard as set out in the Order.
20. All disputes arising as a result of the administration of the provisions of this Bylaw by an **Officer** shall be referred in the following manner and shall be the final authority on all cases:
 - to the **Fire Chief**, for all disputes in which the **Fire Chief** was not the original administering **Officer** involved;
 - to the City's Chief Administrative Officer (CAO), for all disputes in which the **Fire Chief** was the original administering **Officer** involved.
21. Every person who, wilfully or recklessly or without reasonable cause causes any other loss that can be directly attributed to the use of fireworks or pyrotechnics, whether prohibited or permitted, contrary to the requirements and restrictions of the this bylaw shall be liable to pay all actual costs and expenses incurred by the **Fire & Rescue Service** in responding to, investigating, and mitigating the **incident** (Schedule A).
22. Any and all additional costs, including those of contractors, other fire services, city staff or technicians, that are incurred while mitigating fires, other emergencies or hazards resulting from the use of **consumer or prohibited fireworks or pyrotechnics**, whether permitted or not, will be charged to the person or persons responsible for discharging the such devices or materials.
23. All cost recovery charges will be assessed at the current Metro Vancouver rate for every fire apparatus attending. The determination of required apparatus to attend an incident will be at the sole discretion of the **Officer** in charge.

SECTION 3 - FIREWORKS AND MINORS

24. No person shall sell, give or furnish any form of **fireworks** or **pyrotechnics** to a person less than 18 years of age.
25. No person under the age of 18 years shall be in possession of, discharge, sell, give or furnish any form of **fireworks** or **pyrotechnics**.

SECTION 4 – FIREWORKS AND PYROTECHNIC DISPLAYS

26. All public **display fireworks events** must be performed under Special Permit issued under this Bylaw and abide by conditions contained in this Bylaw (see Schedule B).
27. All **pyrotechnic events** must be performed under a Special Permit issued under this Bylaw and abide by conditions contained within this Bylaw (see Schedule C).

28. All use of **display fireworks** or **pyrotechnics** must be performed in complete compliance with the requirements set forth by the Natural Resources Canada Display Fireworks Manual, **except** where specifically superseded by the requirements specific of the AHJ as set forth in this Bylaw.
29. A **Display Fireworks or Pyrotechnic Event** Plan is required for all uses of either display fireworks or pyrotechnics. The Plan must encompass all items identified within the current Explosives Regulation, plus any additional requirements as identified by the **Fire & Rescue Service**.
30. The **Display Fireworks or Pyrotechnic Event** Plan must be submitted to the **Fire & Rescue Service** at least 7 working days prior to the scheduled event.
31. The written approval of the **Fire Rescue Service**, including sign-off of the Event Plan, is required prior to any **Display Fireworks or Pyrotechnic Event** commencing. The **Fire Rescue Service** reserves the right to refuse, stop or alter any **Display Fireworks or Pyrotechnic Event** if proper documentation, personnel training, equipment or procedures are not in place.
32. The persons in charge of the firing of **Display Fireworks** in a public display shall be at least eighteen (18) years of age, and competent and certified for the task.
33. There shall be at all times at least two (2) Natural Resources Canada certified operators of the display constantly on duty during the discharge of **Display Fireworks**, and at least one (1) of the operators shall hold a valid **Display Fireworks Supervisor's** Certificate issued by Natural Resources Canada, Explosives Regulatory Division.
34. At least two (2) fire extinguishers approved by the **Fire Chief** shall be kept at as widely separated points as possible within the area in which the discharge is being done.
35. Except where not in conflict therewith, or where excepted there from or permitted thereby, this Bylaw shall be deemed to be at all times subject to the provisions of the *Explosives Act* and any regulation or Bylaw duly enacted pursuant to any of the said Acts or any statute or regulation relating to explosives having the force of law in the Municipality. The word "explosive" wherever used in this Bylaw shall be deemed to include all substances which are, or may be hereafter included in any definition of explosives contained in any of the said statutes, Bylaws or regulations; provided, however, that the word "explosive" shall not be deemed to apply to fireworks, except in the sections of this Bylaw dealing especially with such fireworks.

SECTION 5 – PENALTIES

36. Every person who violates any of the provisions of this Bylaw or who permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrain from doing anything required to be done by any of the provisions of this Bylaw, shall be guilty of an offence punishable on summary conviction and shall be liable to cost recovery for resources and a fine of not less than \$200 and not more than \$10,000.00 or to imprisonment for not more than six (6) months, or to both, the penalties being enforced and the fines and costs being recoverable upon summary conviction in the manner provided by the *Offence Act* as amended.

37. All cost recovery shall be payable by the person in default and due immediately, and if such charge remains unpaid on December 31st in the year the cost shall be added to, and form part of, the taxes payable on the property as taxes in arrears.

SECTION 6 – SEVERABILITY

38. If any section, subsection or clause of the Bylaw 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 Bylaw shall be deemed to have been enacted and adopted without the invalid and severed section, subsection or clause.

SECTION 7 – REPEAL

39. Pitt Meadows “Fireworks Bylaw No. 2246, 2005”, and any amendments, are hereby rescinded.

READ a FIRST, SECOND and THIRD time the 3rd day of February, 2015.

ADOPTED the 17th day of February, 2015.

“Original signed by John Becker”

Mayor

“Original signed by Kelly Kenney”

Corporate Officer

SCHEDULE "A"
FEES
(Bylaw No. 2775, 2017)

OFFENCE COMMITTED	BYLAW SECTION NO.	FEE \$
Incident caused by willful or reckless action without reasonable cause	2.21	\$500.00 <i>plus</i> Cost recovery at Metro Vancouver rates

Every provision of the Fireworks and Pyrotechnics Regulation Bylaw, No. 2673, 2015 and amendments, the non-compliance of which constitutes a contravention, or requires a fee, other than those specifically enumerated in this Schedule, has a penalty amount of \$200.



SCHEDULE "B"
CITY OF PITT MEADOWS
APPLICATION FOR A SPECIAL PERMIT FOR USE OF
DISPLAY FIREWORKS

APPLICATION is hereby made in accordance with the provisions of the City of Pitt Meadows "Fireworks and Pyrotechnics Bylaw No.2673, 2015", and amendments thereto by:

ORGANIZATION INFORMATION (Please print)

Operator, Organization or Property Owner: _____

Contact: _____

Signing Authority (Capacity): _____

Address (include postal code): _____

Telephone: _____ Cell: _____

For a special permit to explode display fireworks on:

the _____ day of _____, 20__ at _____
 (Address of Location)

from _____ a.m./p.m. to _____ a.m./p.m.

Name of Display Fireworks Supervisor: _____ Telephone: _____

Address: _____

Supervisor Certificate No: _____ Date Issued: _____

Signature of Property Owner _____

Signature of Fireworks Supervisor _____

CITY OF PITT MEADOWS SPECIAL PERMIT

PERMISSION is hereby granted in accordance with the provisions of the City of Pitt Meadows "Fireworks and Pyrotechnics Bylaw No. 2673, 2015" and amendments thereto:

Name of Organization: _____

Address & Telephone Number: _____

For the exploding of fireworks on the _____ day of _____, 20__ at _____

_____ from _____ a.m./p.m. to _____ a.m./p.m.

THIS PERMIT IS NOT TRANSFERABLE

Issued at Pitt Meadows, British Columbia, this _____ day of _____, 20__.

Attach a copy of the following:

- Fireworks Supervisor Certification
- Proof of Security Deposited with City: Irrevocable Letter of Credit **OR** \$1000 Cash Deposit
- Certificate of Insurance in the amount of \$5,000,000.00 naming the City of Pitt Meadows as an additional insured.
- Event Site Plan and Fire Safety Plans acceptable to the Pitt Meadows Fire & Rescue Service.

SIGNATURE OF FIRE CHIEF (or designate)

DATE

The City of Pitt Meadows accepts no responsibility for liability or costs incurred as a result of authorizing this permit.



SCHEDULE "C"
CITY OF PITT MEADOWS
APPLICATION FOR A SPECIAL PERMIT FOR USE OF
PYROTECHNICS

APPLICATION is hereby made in accordance with the provisions of the City of Pitt Meadows "Fireworks and Pyrotechnics Bylaw No.2673, 2015", and amendments thereto by:

ORGANIZATION INFORMATION (Please print)

Operator, Organization or Property Owner: _____

Contact: _____

Signing Authority (Capacity): _____

Address (include postal code): _____

Telephone: _____ Cell: _____

For a special permit to use pyrotechnics on:

the ___ day of _____, 20___ at _____ from ___ am./pm. to ___ am./pm.

Name of Pyrotechnician: _____ Contact Telephone: _____

Address: _____

Pyrotechnician Certificate No: _____ Date Issued: _____

Signature of Property Owner

Signature of Pyrotechnician

CITY OF PITT MEADOWS SPECIAL PERMIT

PERMISSION is hereby granted in accordance with the provisions of the City of Pitt Meadows "Fireworks and Pyrotechnics Bylaw No.2673, 2015" and amendments thereto:

Name of Organization: _____

Address & Telephone Number: _____

For the use of pyrotechnics on the ___ day of _____, 20___

at _____ from ___ am./pm. to ___ am./pm.

THIS PERMIT IS NOT TRANSFERABLE

Issued at Pitt Meadows, British Columbia, this ___ day of _____, 20___.

Attach a copy of the following:

- Pyrotechnician Certification
- Proof of Security Deposited with City: Irrevocable Letter of Credit **OR** \$1000 Cash Deposit
- Certificate of Insurance in the amount of \$5,000,000.00 naming the City of Pitt Meadows as an additional insured.
- Event Site Plan and Fire Safety Plans acceptable to the Pitt Meadows Fire & Rescue Service.

SIGNATURE OF FIRE CHIEF (or designate)

DATE

The City of Pitt Meadows accepts no responsibility for liability or costs incurred as a result of authorizing this permit.



SCHEDULE "D"

Agreement of Property Owner for Fireworks Event or Pyrotechnics Event

Name of Applicant: _____

Name or operator, organizer or sponsor of fireworks or pyrotechnics event:

Location of event (address and/or detailed area description):

Date of event: _____ Start Time: _____ End Time: _____

Name of Property Owner: _____

Property Owner mailing address: _____

Contact Phone Number: _____ Contact Name: _____

The property owner has agreed and consented to the operator/organizer/sponsor holding and the applicant performing a fireworks or pyrotechnics event on the date and time, and at the location described above. The applicant has applied to the City of Pitt Meadows for a Special Permit to use such devices and explosives related to a fireworks or pyrotechnics event.

In full consideration of the above information and in compliance with the City of Pitt Meadows Fireworks Bylaw, and all other governing legislations or regulations, I, as the rightful property owner for the location identified above where the event will take place hereby remises, releases and forever discharges the City 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, and demands of any nature or kind whatsoever which the property owner may have at any time against the City or its elected officials, employees, officers, agents or contractors arising out of any cause, matter or thing in respect of or arising out of:

- a) the issuance of the special permit to the applicant;
- b) the fireworks or pyrotechnics special effect event, including, without limitation, the handling, storage, discharging or other use of the firework or pyrotechnic special effect in connection therewith;
- c) the use or occupation of the location upon which the fireworks or pyrotechnic special effect event is to occur; or
- d) any act or omission of the applicant or operator/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(s)

Date(s):

Information collected on this form is for the purpose of issuing a Special Permit and is subject to the Freedom of Information and Protection of Privacy Act.

Fire Rescue Service Contact Phone: 604-465-2401



SCHEDULE "E"

Insurance Requirements

A fireworks or pyrotechnics special permit holder shall, at his or her own expense, for the duration of the fireworks or pyrotechnics event(s), 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.

The Comprehensive General Liability insurance policy shall:

- a) Include all premises and operations necessary to incidental to the fireworks or pyrotechnics event;
- b) Include all "Broad Form" Property Damage coverage on an occurrence basis, including loss of property use;
- c) Include, but not necessarily be limited to, the following coverage's:
 - (i) Contingent Employers Liability;
 - (ii) Owners and Contractors Protective Liability;
 - (iii) Contractual Liability assumed with respect to event;
 - (iv) Non-Owned and Hired Auto; and
 - (v) Personal Injury Liability
- d) Include the City, its elected officials, employees, officers, agents and contractors acting on behalf of the City, as additional insured's;
- e) Be primary and non-contributing with respect to any insurance carried by the City;
- f) 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);
- g) Include a Cross-Liability clause;
- h) Preclude subrogation claims by the insurer against any of the insured;
- i) Include a provision requiring the insurer to give the City fourteen (14) days prior written notice before making any material change to the insurance coverage, or the termination or cancellation thereof;
- j) Provide that the City, its elected officials, employees, officers, agents and contractors acting on behalf of the City are protected notwithstanding any act, neglect or misrepresentation of the special permit holder for the fireworks or pyrotechnics event 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 insured;
- k) 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;
- l) Twenty-one (21) days prior to the fireworks or pyrotechnics event and upon the City's written request from time to time, the special permit holder shall furnish the city with a certificate or certificates of insurance as evidence that the required insurance is in force;

- m) Maintenance of the insurance required herein and the performance by the special permit holder of his or her obligations under this clause shall not relieve the special permit holder from liability under any covenant to indemnify the City;
- n) It shall be the sole responsibility of the special permit holder to determine his or her own additional insurance coverage's, if any, including workers compensation, that are necessary and advisable for his or her own protection or to fulfill his or her obligations with respect to the fireworks or pyrotechnics event. Any such additional insurance shall be secured and maintained by the special permit holder at his or her own expense;
- o) The foregoing insurance provisions shall not limit the insurance the special permit holder is required to secure and maintain by Federal or Provincial law; and
- p) If the special permit holder for a fireworks or pyrotechnics event 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 special permit holder. The special 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, may become due, or may be held as a deposit.