



Aerial Display of Fireworks Permit Application

Culpeper County Code Chapter 3, Article IV. Fireworks

All firework displays shall be conducted only by persons certified by the Virginia State Fire Marshall's Office as a restricted or unrestricted blaster, or shall be supervised on-site by a person properly certified by the State Fire Marshall's office as a restricted or non-restricted blaster.

Applicant/Organization Name: Southern Exposure Pyrotechnics LLC

Address: 225 Butler rd Falmouth VA, 22405

Telephone #'s: (W) _____ (cell) (540) 455-1230

Display details: (event date, time, display duration, type of fireworks)

08-29-2024 Thursday 6:00pm until 10:30 Eastern View High School homecoming football game and Display effects to include an end of game finale display to be less than 5 minutes

See attachment for full display details

Please attach:

- Signed statement and schematic of the location, arrangement, discharge/firing plan that ensures the safety of all spectators and persons involved in firing. Such statement shall also address the protection of property against all associated hazards.

Please certify:

- "The applicant will assume full liability for any injuries to any person or damages to any property that may be caused by the negligence of any person involved in the firework display, and the applicant will hold the County of Culpeper harmless from all claims for injuries or damages."

Signature Jake Walther Date 8/12/2024

Please List:

- All names, addresses, ages and telephone numbers; and information regarding proper licensing or certification of all persons who shall participate in the fireworks display, including igniting or exploding the fireworks. Begin with the designated blaster.

Jake Walther 39 /Certified Aerial pyrotechnician 63-460795 540--455-1230
Chris Whittington 42/ Loader shooter
Zach Barack 25 / Loader shooter

Application for a permit is required in writing, on all forms provided, at least (30) days prior to the scheduled date of the fireworks display to the Culpeper County Zoning Administrator. The date of approval by the Zoning Administrator shall constitute the beginning of a thirty (30) day storage period permitted of associated fireworks. Sec.3-52

THE APPROVAL OF THE APPLICATION BY THE CULPEPER COUNTY ZONING ADMINISTRATOR CONSTITUTES THE GRANTING OF THE AERIAL DISPLAY OF FIREWORKS PERMIT.

Signed Statement Attached?

Approved: Denied:

Culpeper County Zoning Administrator: 

Date: 8/19/2024

Note--Upon Approval, a copy of the permit application shall be transmitted to:

1. Culpeper County Board of Supervisors
2. Culpeper County Sheriff's Office
3. Culpeper County Office of Emergency Services

**Eastern View High School Football
Fireworks Display Plan 8/29/2024**



Shot Count

2- 40' by 10 shot by 10sec Close Proximity Mine plates *On field team Introduction

3- "Rockets Red Glare" 35mm Red Commits *National Anthem

10- 1.2" x 12 shot 1.4G Modular Multi-shot Cake Slice * Scoring Shots

96- 2" Aerial shells *Post game Display

4-16 shot finale cakes

Display Plan

Team to walkout through two Close Proximity Pyro positions
National Anthem "Rockets Red Glare" 35mm Red commit
Following each home Point After attempt 12 shot volleys will fire
End of game Display to be less than 5 minutes starting TBD
Distinct discharge zone for End of game Display (200' Fallout Radius)
2 Safety Spotters watching discharge zones
Modular and Multi-shot Cakes to be Electronically Fired
Proximate pyrotechnics will be Electronically Fired

Safety and Hazard Plan

200' Fallout and safety radius during display
Spectators to be retained by fencing surrounding stadium and 2 security Monitors
Aerial shells will be fired from wood racks with HDPE or Fiberglass mortars
Multi-shot cakes will be barricaded to prevent tipping and contain misfires
Close proximity pyrotechnics on-field will be in wood pyro box
Possible Shell Malfunctions; Mis-fire, Hang-Fire, Flower pot, low break, dud
Fallout from Shells; Paper fragments, String, Embers and Ash
Any duds or misfired shells will be collected soaked in water bucket and returned to the plant for destruction
Possible Cake Malfunctions; Mis-fire, Hang-Fire, Flower pot/cato, low break, dud, passfire failure
Any duds or misfired cake inserts will be handled as misfired shells
Other cake malfunctions may require reignition or soaking with water
Mine Plates have 3m fallout radius NFPA 1126 8.4.1 applies to spectators
Fire Marshal Walk through and demo to be scheduled by the day of display(s)
Following a rehearsal the Team members become Performers and are permitted within fallout radius
PPE available for Shooters, long sleeves, & closed toed shoes, Hard-Hat Gloves Eye protection 2- 2.5g
Pressurized water fire extinguishers on site

Safety and Hazard Plan

200' Fallout and safety radius during display

Spectators to be retained by fencing surrounding stadium and 2 security Monitors

Aerial shells will be fired from wood racks with HDPE or Fiberglass mortars

Multi-shot cakes will be barricaded to prevent tipping and contain misfires

Possible Shell Malfunctions; Mis-fire, Hang-Fire, Flower pot, low break, dud

Fallout from Shells; Paper fragments, String, Embers and Ash

Any duds or misfired shells will be collected soaked in water bucket and returned to the plant for destruction

Possible Cake Malfunctions; Mis-fire, Hang-Fire, Flower pot/cato, low break, dud, passfire failure

Any duds or misfired cake inserts will be handled as misfired shells

Other cake malfunctions may require reignition or soaking with water

Fire Marshal Walk through and demo to be scheduled by the day of display(s)

PPE fire protection for Shooters, Cotton long sleeves, pants & boots, Hard-Hat Gloves Eye protection

2- 2.5g Pressurized water fire extinguishers on site

No on field Close Proximity pyrotechnics

Mine Plates have 3m fallout radius NFPA 1126 8.4.1 applies to spectators*N/A

Following a rehearsal the Team members become Performers and are permitted within fallout radius *N/A

Close proximity pyrotechnics on-field will be in wood pyro box*N/A

Virginia State Fire Marshal's Office



Certified Pyrotechnician

Proximate

Walther, Jacob C.

Name:

Certification # :

T63460795

Effective Date :

May 25, 2023

Expiration Date :

May 25, 2026

Virginia State Fire Marshal's Office



Certified Pyrotechnician

Aerial

Walther, Jacob C.

Name:

Certification # :

T63460795

Effective Date :

May 25, 2023

Expiration Date :

May 25, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109 E-MAIL ADDRESS: kwolfe@ryderinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : SCOTTSDALE INS CO</td> <td>41297</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SCOTTSDALE INS CO	41297	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Southern Exposure Pyrotechnics LLC 225 Butler Falmouth VA 22405														

COVERAGES

CERTIFICATE NUMBER: 2073615630

REVISION NUMBER:

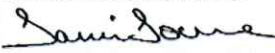
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS4054492	10/9/2023	10/9/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Beginning on Thursday August 29 2024,. Eastern View High School Home Football game close proximity introduction scoring volleys and post-game display.
 Additionally insure Culpeper Co Fire & Rescue

CERTIFICATE HOLDER**CANCELLATION**

Eastern View High School Aronda Bell A.D. 16332 Cyclone Way Culpeper VA 22701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 - 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 - 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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