



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

LAURI HOLLINGSWORTH, M.S., N.H.A.
BLACK MOUNTAIN NEURO-MEDICAL TREATMENT CENTER

May 1, 2017

Kathy Hughes, Clerk
Buncombe County Commissioners
60 Court Plaza – Suite 206
Asheville, NC 28801-3565

Dear Kathy:

Black Mountain Neuro-Medical Treatment Center's Annual Independence Day Celebration is scheduled for June 29th. The evening will culminate at dark with a fireworks display. A permit from the Buncombe County Commission is a necessary step in the planning process.

Enclosed with this letter are documents relating to the event, including:

- Site Plan with Measurements
- Display Synopsis
- Certificate of Insurance
- Fireworks Display Contract
- Hale Artificier Business License
- Approval Signature – Black Mountain Fire Department

The above information and attached documentation has been approved by the Fire Prevention Officer at the Black Mountain Fire Department. We would like to ask that this request be added to the Buncombe County Commissioners' Meeting Agenda for May 2nd.

Please let me know if additional information is needed for the Commissioners' review. As always, thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Lauri Hollingsworth".

Lauri Hollingsworth
Director

Enclosures



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

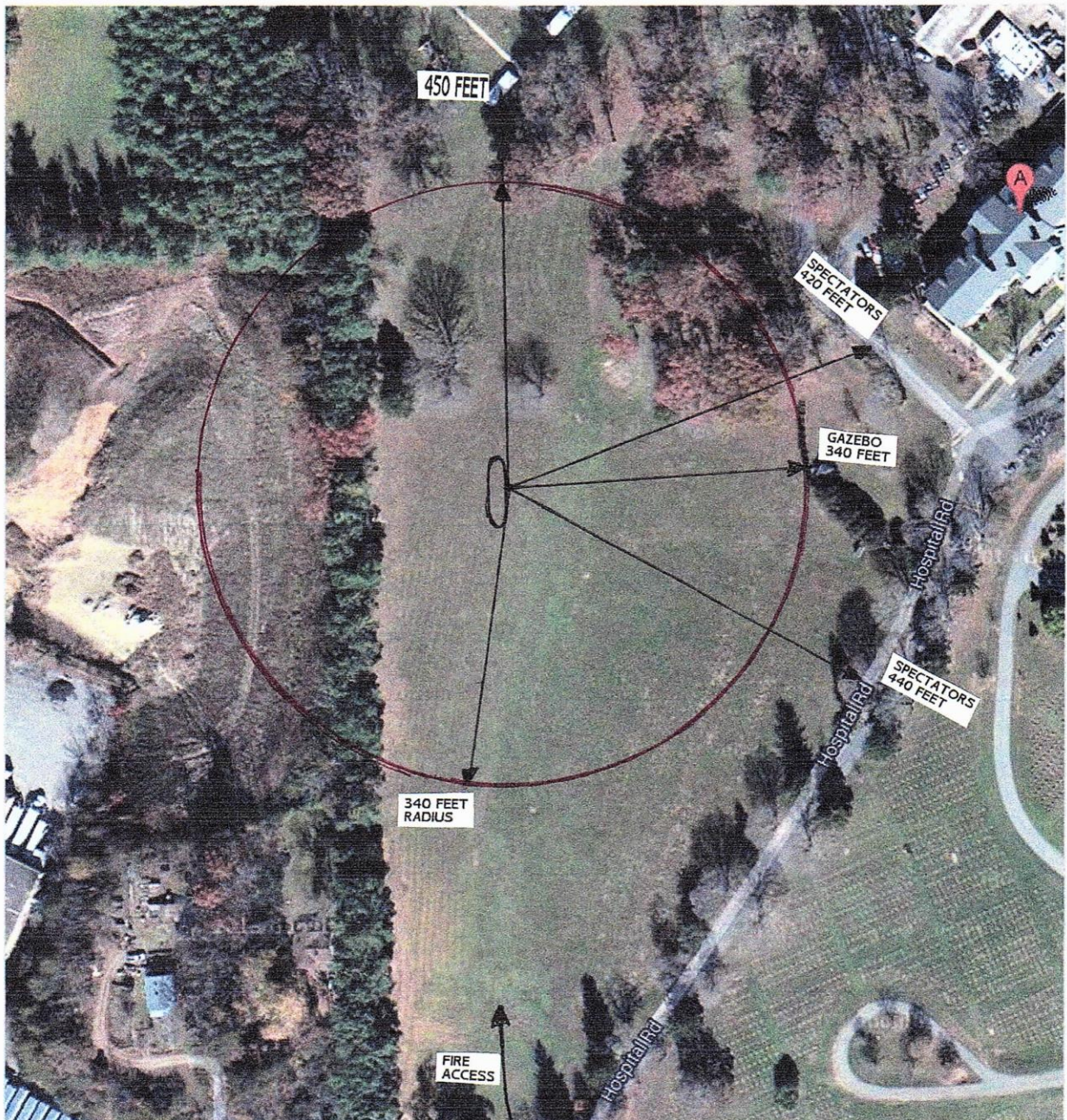
ROY COOPER
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BLACK MOUNTAIN NEURO-MEDICAL TREATMENT CENTER

To see all the details that are visible on the screen, use the "Print" link next to the map.

BLACK MOUNTAIN NEURO-MEDICAL CENTER



Hale Artificier, Inc.
Fireworks and Pyrotechnics
Fireworks Display Contract

7.0 - ANY ADDENDUMS

Black Mountain Center
2017 Fireworks Quote



Program Materials:

Opening Barrage:

20 - 3" Assorted Color Finale Shells w/Tails

Main Program:

100 - 2.5" Assorted Aerial Shells w/Tails

100 - 3" Assorted Aerial Shells w/Tails

72 - 4" Assorted Shells w/Tails

1 - 210 shot "X" Shape Blue Comets

1 - 10 X 8 shot Silver Crown Horse Tail w/Red Tail

1 - 250 shot Fan Shape Brocade Tail, Brocade Crossette

1 - 600 shot "R" Shale Red to White Flashing w/Blue Stars

1 - 8 X 3 shot 2.5" Assorted Ring shells

1 - 408 shot "Z" Shape Lime Green Pearl

1 - 15 X 10 shot Red, Blue and Silver Crossette

Grand Finale:

100 - 3" Assorted Color Finale Shells

12 - 4" Assorted Color Finale Shells



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2017

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 Mountcastle Insurance 307 W. Center Street Lexington NC 27292 | | CONTACT NAME: Phyllis Sink PHONE (A/C, No, Ext): (336) 249-4951 FAX (A/C, No): E-MAIL ADDRESS: psink@mountcastleinsurance.com | |
| INSURED Hale Artificier, Inc 545 New Bowers Rd. Lexington NC 27292 | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A AMW - National Fire & Marine INSURER B Penn. National Insurance Co. 14990 INSURER C APP - Continental Indemnity Co INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: CL174602268** **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 INSP | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | |
|----------|--|---|----------|---------------|-------------------------|---|--|--|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 72LPS028450 | 4/28/2017 | 4/28/2018 | EACH OCCURRENCE \$ 2,000,000 | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 | | | |
| | OTHER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 | | | |
| B | AUTOMOBILE LIABILITY | | | AU90607811 | 9/23/2016 | 9/23/2017 | PRODUCTS - COMP/OP AGG \$ 2,000,000 | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | PROPERTY damage-single limit \$ | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ | | |
| | | | | | | | | BODILY INJURY (Per accident) \$ | | |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | Uninsured motorist BI split limit \$ 30,000 | | | | |
| | DED | RETENTION \$ | | | | EACH OCCURRENCE \$ | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 468792450103 | 12/1/2016 | 12/1/2017 | AGGREGATE \$ | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | | | | PER STATUTE OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | |

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

Date: 6/29/17

Rain Date: 6/30/17

The State of North Carolina, NC Office of the State Fire Marshall, Black Mountain Neuro-Medical Center, and Town of Black Mountain is added as Additional Insured for General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

NC Office of the State Fire Marshall
1202 Mail Service Center
Raleigh, NC 27699-1202

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

C Call/PHYLLIS

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ACORD 25 (2014/01)
INS025 (201401)

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Hale Artificier, Inc.
Fireworks and Pyrotechnics
Fireworks Display Contract

This contract and agreement, for the sale and display of fireworks made and concluded this 23rd day of January, year of 2017 A.D., by and between Hale Artificier, Inc. of Lexington, North Carolina, hereinafter referred to as "Hale Artificier" and

Black Mountain Center, 932 Old Hwy 70, Black Mountain, NC 28711
hereinafter referred to as "Client".

Witnesseth: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties of this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions and payments of this contract.

1.0 - DISPLAY

1.1 - Hale Artificier agrees to sell, provide and deliver to the Client fireworks, presented in an attached document(s) labeled "Display Package", to be exhibited at the designated site, presented in the attached document(s) labeled "Display Site", which are set forth and agreed upon at the time of the signing of this agreement and incorporated herein.

1.2 - Fireworks are to be provided for display on the event date(s) of: Thursday, June 22, OR June 29, 2017, to be determined. In the event of Fire, Strikes, Delay, Flood, Acts of God, or other causes beyond the control of Hale Artificier, which prevents the delivery of said fireworks the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

1.3 - It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date(s), a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest possible manner without any deduction from the hereinafter named compensation.

It is agreed that the first possible postponement/Rain Date will be: To be Determined.

1.4 - If, due to the occurrence of a contingency as described above, with the aforementioned date(s) it is in Hale Artificier's reasonable judgement, impossible or impracticable to present the display at the date(s) and time(s) specified, Hale Artificier and Client will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the day following the scheduled exhibition and Hale Artificier personnel and equipment are required to return to their original point of origin the Client shall be obligated to pay an additional charge for transportation and travel of materials and personnel to the display site not to exceed fifteen percent (15%) of the Contract price. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the Client shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the Client shall be forthwith returned to the Client, LESS any and all reasonable costs and expenses incurred by Hale Artificier in the anticipation of presenting said display, including, but not limited to, costs associated with setup and takedown of equipment, and transportation of materials and Hale Artificier personnel.

2.0 - SAFETY AND SECURITY

2.1 - Hale Artificier agrees to provide for the display, TWO or more Trained Pyrotechnicians as personnel to present the said display. Client agrees to procure and provide a suitable place to display the said fireworks, and secure all applicable Local, State and Federal Permits, licenses, and approvals. Client is also to provide for any and all necessary Law Enforcement, Fire Code Officials, and Fire Prevention Personnel. In the event "Hale Artificier incurs additional costs for securing said permits, licenses, approvals, or has to hire Law Enforcement or Fire Prevention Personnel, the Client will reimburse said costs to Hale Artificier.

2.2 - Client or the Sponsoring Agency shall provide ample Law Enforcement and Fire Prevention and Control for Hale Artificier for the protection of its property and the execution of the fireworks exhibition without the interference from the Public.

2.3 - Client shall provide and set up posted restraining lines pursuant to the instructions supplied by Hale Artificier and in compliance to all rules, order, and regulations or the National Fire Protection Association (NFPA). Inside this perimeter is hereinafter referred to the "Security Zone". Outside this perimeter is hereinafter referred to the "Safety Zone". It is further agreed and understood by the parties hereto that the said minimum spectator viewing, parking, dwellings and fallout area(s) shall be in compliance with the National Fire Protection Association (NFPA) 1123 code for Outdoor Display of Fireworks, as amended. Hale Artificier will not be responsible for, or pay for any property damage of personal injuries that occur from non-compliance of said code and its safety distances. Hale Artificier is not responsible for damages to any public or private property in this area and also any other area where similar damages occur due to wind velocity or changes in wind direction.

2.4 - Client also agrees to provide adequate security personnel and protection to preclude all individuals other than those authorized by Hale Artificier from entering the Security Zone. In the event that Client desires to have designated representatives within the Security Zone, before, during and after said exhibition, appropriate waiver (s) of liability must be executed for each individual.

2.5 - No unauthorized personal property of any kind, including, but not limited to motor vehicles shall be allowed within the Security Zone. Prior to, during and immediately following the display of fireworks, Client shall be solely responsible to secure access and maintain the perimeter if the Security Zone, keeping all unauthorized persons out of the Security Zone. Client shall hold Hale Artificier harmless and indemnify Hale Artificier from any liability, including claims against Certificate(s) of Insurance or Bond, because of Client's breach of this paragraph.

Hale Artificier, Inc.
Fireworks and Pyrotechnics
Fireworks Display Contract

3.0 - COMPENSATION

3.1 - Client agrees to compensate Hale Artificier the sum _____ for the said fireworks display(s). Unless otherwise stipulated in this contract, as an addendum, Payment is to be made in two parts, Fifty Percent (50%) of the total sum at the signing of this agreement and the remaining balance of contract within ten (10) days after the completion of the fireworks display. Interest will be charges for any late payment on the contract price at a rate of three and one-half percent (3.5%) per month until final debt has been paid. In the event an attorney is employed to enforce collection of any sums due under this contract, Client agrees to pay all costs and expensed of collections including all attorney's fees incurred by Hale Artificier.

3.2 - In the event additional sums are due Hale Artificier as agreed to herein, including, but not limited to reimbursement of expenses, payment is due within thirty (30) days after completion of fireworks display(s)

3.3 - All payments shall be made by draft or certified check payable to the order of Hale Artificier, unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents or employees of Hale Artificier without written authority.

3.4 - In the event that Client elects to cancel the fireworks display, Client must provide Hale Artificier written notice by registered mail of it's election to cancel not less than 30 days prior to date of fireworks display. Hale Artificier shall retain from the first sections of payment and Client agrees to pay Hale Artificier, a MINIMUM of \$500, or Fifteen percent (15%) of total contract price, whichever is greater, as liquidated damages.

3.5 - If, for ANY reason, other than as previously defined in this contract in sections 1.1 through 1.4, Client elects to cancel fireworks display at the "last minute" which will be defined as within 48 hours prior to the named display date and time, then Client is obligated to pay the full compensation price in sections 3.1, irregardless of the cancellation notice designated in section 3.4 above.

4.0 - INDEMNIFICATION

4.1 - Client shall indemnify Hale Artificier against any and all liability to any person or persons for, or by reason of, any condition which is the responsibility of the Client in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Client or any of its agents, servants, or employees.

4.2 - Hale Artificier agrees to indemnify Client against any and all liability to any person or persons for, or by reason of, any conditions which is the responsibility of Hale Artificier in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Hale Artificier or any of its agents, servants or employees.

4.3 - Hale Artificier agrees to provide attached documents presenting proof of Liability Insurance obtained for the exhibition in the amount complying with local regulations.

4.4 - For displays on properties owned by the State of North Carolina, Hale Artificier, Inc. does indemnify and hold harmless the State of North Carolina for the duration of any activities related to this fireworks program.

5.0 - OTHER COVENANTS

5.1 - Client agrees to indicate that Hale Artificier is the organization responsible for exhibiting the fireworks on the said date(s) in all advertisements, billings and public relations materials.

5.2 - Regardless of place of contracting, performance or otherwise, it is hereby stipulated that this agreement is to be construed and governed by the laws of the State of North Carolina.

5.3 - This agreement shall not be notified or rescinded except by written instrument signed by authorizes representative(s) of Client and Hale Artificier.

5.4 - This contract shall not be construed to create a partnership between the parties or persons mentioned herein.

6.0 - SPECIAL CONDITIONS

6.1 - All displays are to be permitted through the Office of the Local County Fire Marshal, unless as otherwise provided for in the General Statutes of the State of North Carolina.

6.2 - The exact location of the fireworks display shall be Grounds at Black Mountain Center

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THIS 28th DAY OF February IN THE YEAR 2017.

CLIENT

BY: Lauri Hollingsworth

signature

Lauri Hollingsworth
printed name/title

_____ witness

HALE ARTIFICIER

BY: Jeffrey A. Hale

signature

Jeffrey A. Hale, President
printed name/title

_____ witness

Current Pyrotechnic License Holders

Select License Type of Interest

- | License Type | License Level |
|---|---|
| <input checked="" type="radio"/> Pyrotechnic 1.3G | <input checked="" type="radio"/> Operator |
| <input type="radio"/> Pyrotechnic 1.4G | <input type="radio"/> Assistant |
| <input type="radio"/> Proximate Audience | |

Get List

Get License Holder Information

Pyrotechnic License Number **Driver's License Number**

1094

Search for License

Holder's Full Name: Frank Stanley Farrell
Business Name: Hale Artificier, Inc.
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ***8390



License Number: 1094
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 02/11/2019

Get a list of license holders by Last Name or Business/Employer

Last Name **Business/Employer**

Search for List

Current Pyrotechnic License Holders

Select License Type of Interest

License Type

- Pyrotechnic 1.3G
- Pyrotechnic 1.4G
- Proximate Audience

License Level

- Operator
- Assistant

Get List

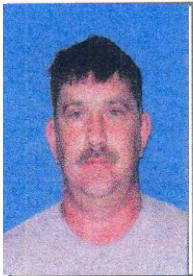
Get License Holder Information

Pyrotechnic License Number **Driver's License Number**

1113

Search for License

Holder's Full Name: Thomas Alfred Vermeulin
Business Name: Hale Artificier
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ***3784



License Number: 1113
License Type: 1.3G Pyrotechnic
License Level: Assistant
License Status: Valid
Expiration Date: 03/24/2019

Get a list of license holders by Last Name or Business/Employer

Last Name

Business/Employer

Search for List

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

11/01/2012 11:00:00 AM

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

| | |
|--|---|
| Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431 | License Permit Number 1-NC-057-51-8J-00088 |
| Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i> | Expiration Date September 1, 2018 |

Name
HALE ARTIFICER INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**DAISY COURT
LEXINGTON, NC 27292-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICER INC
545 NEW BOWERS RD
LEXINGTON, NC 27292-

Jeff Hlave
Licensee/Permittee Responsible Person Signature
JEFF Hlave
Printed Name
president
Position Title
2-9-14
Date

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

11/01/2012 11:00:00 AM

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

| | |
|--|---|
| Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431 | License Permit Number 1-NC-057-20-8L-00921 |
| Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i> | Expiration Date November 1, 2018 |

Name
HALE ARTIFICIER, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**3185 EAST US HWY 64
LEXINGTON, NC 27292-**

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER, INC
545 NEW BOWERS ROAD
LEXINGTON, NC 27292-

Jeff Hlave
Licensee/Permittee Responsible Person Signature
JEFF Hlave
Printed Name
president
Position Title
2-10-14
Date

HALE ARTIFICIER, INC.

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Insure the site meets all distance requirements.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.
- F. All mortar racks are to be set up and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

545 NEW BOWERS ROAD, LEXINGTON, NC 27292

WWW.HALEARTFIREWORKS.COM

HALE ARTIFICIER, INC.

2. Termination and Emergency Procedures

- A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will IMMEDIATELY halt the display, until such a time that the condition can either be corrected, or deleted from the program.
1. The AHJ will also have the authority to halt the display, should any such condition arise.
 2. Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.
- B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.
1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
 2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.
- C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.
1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.
 2. A situation of this nature could cause the rest of the display to be postponed, or cancelled with the communication and cooperation of the AHJ.
 3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.
 4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.

HALE ARTIFICIER, INC.

D. Ingress and Egress routes are to be maintained at all times, and are to remain clear for emergency vehicles and personnel.

1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.
2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.

1. The operator and assistants should allow at least 15 minutes for a “cool-down” period, once the display is completed.

- a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
- b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

2. Misfired Materials

- a. Identify any and all misfired materials.
- b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
- c. Carefully remove materials from the discharge area.
- d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
- e. Record misfires in the Operator’s display report.

3. Dud Shells

- a. Identify any and all dud shells and their location.
- b. No unauthorized personnel are to be allowed in those areas.
- c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

LAURI HOLLINGSWORTH, M.S., N.H.A.
BLACK MOUNTAIN NEURO-MEDICAL TREATMENT CENTER

Pyrotechnics/Fire Works Site Approval

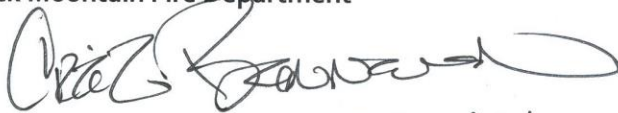
Black Mountain Neuro-Medical Treatment Center
932 Old Highway 70
Black Mountain, NC 28711

I have reviewed the display site plan, license and permits, operator certificates and certificate of insurance.

Reviewed and approved by:

John Wilson
Deputy Chief
Black Mountain Fire Department

Date


CRIG BANNERMAN
FIRE INSPECTOR # 6043

4/28/2017

WWW.NCDHHS.GOV

TEL PHONE 828-259-6700 • FAX 828-669-3177

LOCATION: 932 OLD US 70 HIGHWAY • BLACK MOUNTAIN, NC 28711

MAILING ADDRESS: 932 OLD US 70 HIGHWAY, BLACK MOUNTAIN, NC 28711

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