## TOWN/VILLAGE OF HARRISON COMPTROLLER'S OFFICE

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TO: Richard Dionisio, Supervisor and Members of the Town Board

FROM: Maureen MacKenzle, Comptroller

RE: Town Board Meeting of June 15,2023

DATE: May 26, 2023

The following requires a Town Board Resolution:

Approval of the contract between Legion Fireworks Co., Inc and the Town Village of Harrison for the Fireworks Display on July 3, 2023.

The contract is in the amount of \$12,000. Funds for this are available in budget line 001-7550-100-0407 Celebrations Special Service, and Trust and Agency budget line 009-0000-617, Fireworks Donations.

Once this contract has been reviewed by our legal department and found to be in order, I request that the Supervisor be authorized to execute the contract and to authorize the Purchasing Department to issue a purchase order to Legion Fireworks Co., Inc in the amount of \$12,000.

Respectfully submitted.

THIS CONTRACT AND AGREEMENT for the sale of fireworks made and concluded 5/24/2023. by and between Legion Fireworks Co., Inc. (\*Legion\*) and The Town / Village of Harrison (\*Sponsor\*).

WITNESSETH: for and in consideration of the sum of One Dollar, each to the other in hand receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Legion and the Sponsor do actually

and severally agree to perform their several covenants and to guarantee terms, conditions and payments of this contract.

Legion agrees to sell and furnish unto the Sponsor, a Fireworks Display in accordance with a program proposed and agreed upon at the time of the signing of this agreement, said Fireworks to be furnished for display on the following dates:

7/3/2023 Rain Date: 7/8/2023

Legion agrees to furnish unto the Sponsor at least two experienced professional display operators to present the said display, said display operators to be agents of Legion and to act under instructions and directions of the Sponsor. Legion shall also provide display liability in the amount of \$5 Million dollars coverage (combined single limit) for protection against claims of bodily injury or property damage arising solely out of the operators of Legion.

The Sponsor agrees to procure and furnish, in accordance with Local or State Law, a suitable place to display the said fireworks. The Sponsor also agrees to secure all police, Fire, Local and State permits, and to arrange for any security bonds if required by Law in their community. In the interest of safety and to prevent: damage to fireworks, claims of alleged negligence, or injury to it's reputation; Legion reserves the right to determine inclement weather conditions which will prevent the giving of said display. The sponsor shall always have the right to postpone to a rain date ONLY ON condition of inclement weather. In the event a rain date is declined by the sponsor at the time of the signing of this agreement, the sponsor agrees to pay Legion a cancellation fee amounting to fifteen (15%) percent of the display price stated below. Said fee shall be for reimbursement to Legion for expenses incurred with display preparation, equipment rentals and display operator labor. The Sponsor agrees to furnish necessary Police and Fire protection, including crowd control and auto parking. It is further agreed the Sponsor will provide a continuous barricade, rope line or snow fence to establish an ash fallout zone between spectators, parked automobiles or dwellings; and the place of discharge of fireworks. The only authorized persons in the fallout zone during the display shall be the professional display operators furnished by Legion. The Sponsor agrees to keep the fallout zone free of all persons during and immediately after the display to facilitate inspection for any dud fireworks by the display operators. Until the display site has been thoroughly inspected and cleaned, the Sponsor agrees to take all necessary precautions to guard and prevent persons from entering the display site area. The Sponsor hereby agrees to indemnify and hold harmless Legion from any personal injuries or property damage which result from the Sponsors failure to perform the obligations set forth in this paragraph.

The Sponsor agrees to pay Legion or it's duly authorized agent for collection, the sum of \$12,000.00 dollars said fireworks display. Payments to be made as follows: \$12,000.00 Due immediately following the display.

In the event of late payment, the Sponsor agrees to pay Legion a finance charge of Two (2%) percent per month on the unpaid balance. All payments shall be made by draft or certified check payable to the order of Legion Fireworks Co., Inc. unless otherwise specified and authorized in writing. Should Sponsor fail to pay to Legion the agreed upon contract price as specified above, as and for Legion's services, the Sponsor hereby agrees to pay any and all reasonable attorney's fees incurred as a result of collecting any and all sums due and owing pursuant to this agreement and further agrees to pay all disbursements, including but not limited to filing fees, process serving fees, investigative fees, and any other reasonably incurred disbursements and/or expense made in connection with the collection of monies due and owing Legion pursuant to this agreement. It is further agreed by the Sponsor that in the event of a lawsuit initiated for the purpose of collecting the agreed upon contract price as set forth in this agreement, the sponsor hereby waives any and all counter-claims and/or defenses thereto.

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

In the event of fire, accident, strikes, delay, flood, act of God or government or other causes beyond the control of Legion which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the convenants herein contained and from damages resulting from breach thereof.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST: LEGION FIREWORKS CO., INC.	SPONSOR:				
Frank In Column					
2.0					
	Signature				

THIS CONTRACT AND AGREEMENT for the sale of fireworks made and concluded 1/24/2023. by and between Legion Fireworks Co., Inc. (\*Legion\*) and The Town / Village of Harrison (\*Sponsor\*).

WITNESSETH: for and in consideration of the sum of One Dollar, each to the other in hand receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Legion and the Sponsor do actually

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IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THE DAY AND YEAR FIRST ABOVI WRITTEN.	3
ATTEST: LEGION FIREWORKS CO., INC. SPONSOR:	
Thrank In Colucia	
Signature Signature	
Frank M. Caluccia, President	

Print Name / Title

# APPLICATION FOR FIRE PREVENTION PERMITS

# PERMIT FOR THE USE OF PYROTECHNICS

A SITE PLAN AND APPLICABLE FEES MUST BE SUBMITTED WITH ALL APPLICATIONS, FEES ARE NON-REFUNDABLE. CHECK OR MONEY ORDER MADE PAYABLE TO THE TOWN OF HARRISON.

APPROVAL OF USE AND LOCATION NEEDED PRIOR TO USE OF PYROTECHNICS.

4/27/2023

DATE

APPLICANT SIGNATURE:



## Legion Fireworks Co., Inc. Display Pyrotechnics since 1920

Invoice: 1/24/2023

Seller:

Legion Fireworks Co., Inc. 10 Legion Lane Wappingers Falls, NY 12590 (845) 831 – 8328

## **Customer:**

The Town / Village of Harrison 1 Heineman Place Harrison, NY 10528 (914) 670 - 3000

						13				

**Display Total** 

\$12,000.00

Total Balance Due

\$12,000.00

# STATE OF NEW YORK DEPARTMENT OF LABOR



# DIVISION OF SAFETY AND HEALTH

## LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires:

5/31/2023

Legion Fireworks Co., Inc. 10 Legion Lane Wappingers Falls, NY 12590

THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

Frank Coluccio

License No D-2310

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director THE COMMISSIONER OF LABOR FOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

# APPLICATION FOR FIRE PREVENTION PERMITS

# PERMIT FOR THE USE OF PYROTECHNICS

A SITE PLAN AND APPLICABLE FEES MUST BE SUBMITTED WITH ALL APPLICATIONS, FEES ARE NON-REFUNDABLE.

CHECK OR MONEY ORDER MADE PAYABLE TO THE TOWN OF HARRISON. APPROVAL OF USE AND LOCATION NEEDED PRIOR TO USE OF PYROTECHNICS.
APPLICATION NO:
PROPERTY ADDRESS Glen Oakes Drive Harrison, NY 10528
BLOCKLOT(S)
EVENT DATE: 7/3/2023
DESCRIPTION OF PYROTECHNICS BEING USED:
(626) 2.5" - 4" Aerial Shells & (3) Multi Shot Cakes
Owner  Name Town / Village of Harrison Phone (914) 670 - 3130 Fax (914) 670 - 3170  Address 1 Heineman Place Harrison, NY 10528
Email:
Installer (must be licensed in NYS.)  Name Legion Fireworks Co., Inc. Phone (845) 831 - 8328 Fax (845) 838 - 3476
Address 10 Legion Lane Wappingers Falls, NY 12590
Email: Legionfireworks@outlook.com License # D-2310
FOR OFFICE USE ONLY:
PERMIT FEE \$150.00 per day DATE: RECEIPT NO.
APPLICANT SIGNATURE: The Second Date: 4/27/2023



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2023

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)

CE	ertificate holder in lieu of such endorsement(s).										
	DUCER	CONTACT NAME:									
Brit	ton Gallagher e Cleveland Center, Floor 30		PHONE (A/C, No, Ext): 216-658-7100 (A/C, No): 216-6					8-7101			
	75 East 9th Street	E-MAIL ADDRESS:									
	veland OH 44114	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	insurer(s) Affording Coverage								
		INSURE	RA: Axis Sur	olus Ins Com	pany			26620			
INSU		INSURE	INSURER B : Everest National Insurance Company								
	jion Fireworks Co., Inc. Legion Lane	INSURE	R G :								
Wa	ppingers Falls NY 12590	INSURE	INSURER D:								
	, ,		INSURER E :								
		INSURE		***							
CO	VERAGES CERTIFICATE NUMBER: 684437033				REVISION NUM	IBER:					
	IS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H										
C	DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIO ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR KCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAV	RDED BY	THE POLICIES	S DESCRIBED							
INSR LTR	TYPE OF INSURANCE INSUR POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP		. LIMIT:	S				
В	GENERAL LIABILITY SI8ML00116-231		3/15/2023	3/15/2024	EACH OCCURRENC		\$ 1,000,	.000			
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENT PREMISES (Ea occu	ED	\$ 500,000				
	CLAIMS-MADE X OCCUR				MED EXP (Any one person)		\$				
					PERSONAL & ADV		\$ 1,000,	.000			
					GENERAL AGGREG						
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM	P/OP AGG	\$ 2,000,	.000			
	POLICY X PRO-						\$				
В	AUTOMOBILE LIABILITY SI8CA00058-231		3/15/2023	3/15/2024	COMBINED SINGLE (Ea accident)	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000		000			
	X ANY AUTO				BODILY INJURY (Pe	1					
	ALL OWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Pe	(Y (Per accident) \$					
	X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$		\$				
					<del>, , , , , , , , , , , , , , , , , , , </del>		\$				
Α	UMBRELLA LIAB X OCCUR P-001-000091848-05		3/15/2023	3/15/2024	EACH OCCURRENC	DE	\$ 4,000,	,000			
	X EXCESS LIAB CLAIMS-MADE				AGGREGATE		\$4,000,000				
	DED RETENTION\$						\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE (1/3)				E.L. EACH ACCIDE		\$				
	(Mandatory In NH)				E.L. DISEASE - EA EMPLOYER		\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POL	ICY LIMIT	\$				
l											
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remark					_					
	litional Insured extension of coverage is provided by above referenced Ger e of Display: 7/3/2023.	nerai Liab	ility policy wh	ere required	by written agreer	nent.					
Loc	ation of Display: Glen Oaks Drive, Harrison, NY 10528.	_									
	litionally Insured: Certificate Holder. The Town of Harrison & Village of Ha ne State of New York.	rrison are	named as ac	iditionally ins	ured, Insurers ar	e all licen	sed to	do business			
,											
CEI	RTIFICATE HOLDER	CANO	CELLATION								
	<u> </u>										
					ESCRIBED POLIC EREOF. NOTICE						

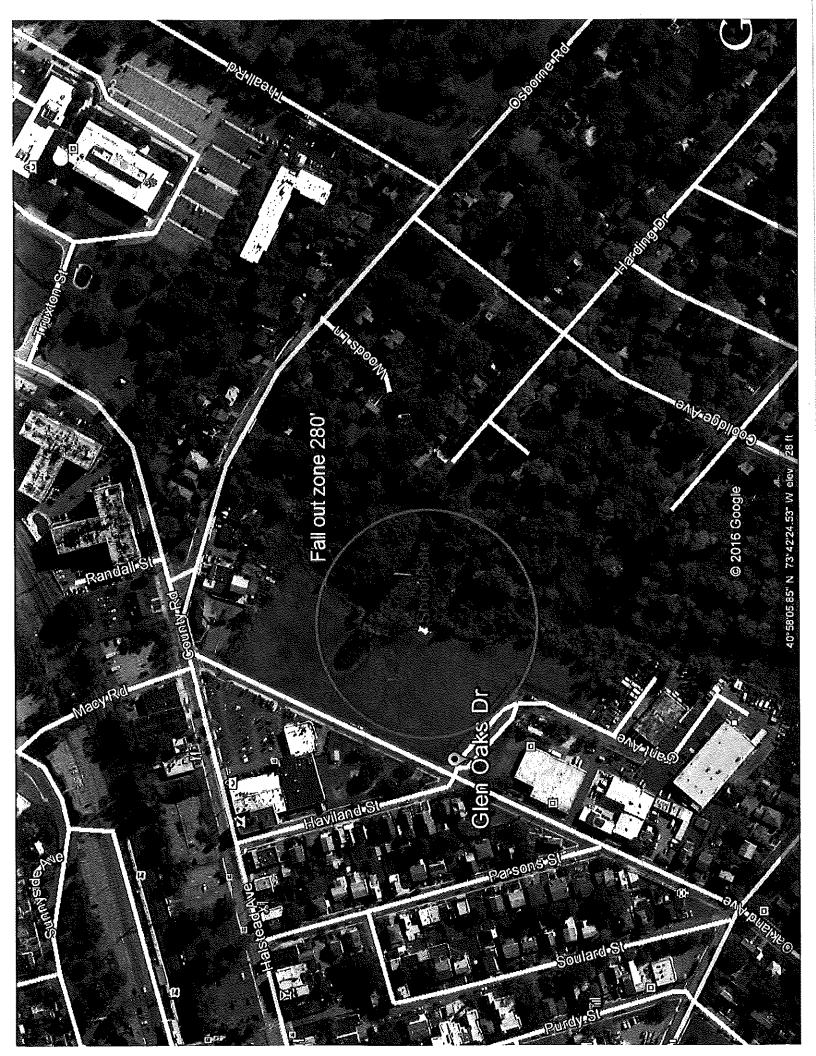
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ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

Town / Village of Harrison 1 Heineman Place

Harrison NY 10528



### J.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

## regeral explosives license/1 el mil

(18 U.S.C. Chapter 40)

n 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 he 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 xpiration 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

License/Permit Number Martinsburg, WV 25405-9431

6-NY-027-51-5C-00091

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

March 1, 2025

LEGION FIREWORKS CO INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

10 LEGION LANE **WAPPINGERS FALLS, NY 12590-**

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 ransferor 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 ousiness or operations specified above under "Type of License or Permit."

Frank In Colu Licensee/Permittee Responsible Person Signature

Printed Name

Previous Edition is Obsolete LEGION FIREWORKS CO INC. 10 LEGION LANE: 12590.6-NY-027-51-5C 00091, March 1, 2023 51-IMPORTER OF EXPLOSIVES Mailing Address (Changes? Notify the FELC of any changes.)

LEGION FIREWORKS CO INC 10 LEGION LANE WAPPINGERS FALLS, NY 12590-

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)

244 Needy Road Martinsburg, WV 25405-9431 Toll-free Telephone Number: Fax Number:

E-mail: FELC@atf.gov

residen

Position/Title X

Date

(877) 283-3352 (304) 616-4401 ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignce for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to earry on the business or operations.

(Continued on reverse side)

ATF Form 5400.14/5400.15 Part I

Revised September 2011

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: LEGION FIREWORKS CO INC

**Business Name:** 

License/Permit Number: 6-NY-027-51-5C-00091

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration:

March 1, 2025

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

### J.S. Department of Justice

3ureau of Alcohol, Tobacco, Firearms and Explosives

## rederal explosives License/retime

(18 U.S.C. Chapter 40)

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Direct ATF Correspondence To

ATF - Chief, FELC 244 Needy Road

Martinsburg, WV 25405-9431

License/Permit Number

6-NY-027-20-5C-00077

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

March 1, 2025

LEGION FIREWORKS CO INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

10 LEGION LANE

**WAPPINGERS FALLS, NY 12590-**

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 ransferor 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 ntended 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 jusiness or operations specified above under "Type of License or Pennit."

Frank In Colucia

Licensee/Permittee Responsible Person Signature

ank M. Coluccio

Printed Name

Previous Edition is Obsolete

Χ Date

LEGION FIREWORKS CO INC. 10 LEGION LANE: 12590.6-NY-027-20-0C-00077:March 1, 2015-20-MANUFACTURER OF EXPLOSIVES

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

LEGION FIREWORKS CO INC 10 LEGION LANE WAPPINGERS FALLS, NY 12590-

> ATF Form 5400.14/5400.15 Part I Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)

244 Needy Road

Martinsburg, WV 25405-9431

Toll-free Telephone Number:

E-mail: FELC@atf.gov

Fax Number:

(877) 283-3352

(304) 616-4401

ATF Homepage: www.atf.gov

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(Continued on reverse side)

Cut Here 🗠

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: LEGION FIREWORKS CO INC

Business Name:

License/Permit Number: 6-NY-027-20-5C-00077

License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

Expiration:

March 1, 2025

Please Note: Not Valid for the Sale or Other Disposition of Explosives.