

TOWN/VILLAGE OF HARRISON
COMPTROLLER'S OFFICE

E-15

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

FROM: Maureen MacKenzie, Comptroller 

RE: Town Board Meeting of June 16, 2022

DATE: June 9, 2022

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, 2022.

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.



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

THIS CONTRACT AND AGREEMENT for the sale of fireworks made and concluded 4/12/2022.
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:

7/3/2022 Rain Date: _____

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, 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 covenants 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:

Signature



"FIREWORKS THAT ENTERTAIN"

Special Exhibition Fireworks Program
for the

Harrison

Display Date: July 3, 2022

Rain Date: TBD

Amount: **\$12,000.00**

Proposed Shell Quantity Summary

\$12,000

The Opening Bouquet:

The Opening Barrage will be a mix of color and reports. Starting with 3" shells, the barrage will grow louder, and brighter, culminating with our own, made in the USA salute shells which are many times louder than the imported salute shells seen in the vast majority of shows. The color shells will depict patterns such as rings, dahlias, peonies, and chrysanthemums, all splashed with the snowball effect and thunderous tone of salute shells. Our opening barrage color shells will be made by Lidu and the opening barrage salutes will be made by us, here at Legion.

3" Color Shells – 120

3" Titanium Salute Shells – 40

4" Color Shells – 15

100s Happy Stars 30 sec.

The Main Event:

The main body of the display will consist of shells made by Lidu and our own shells made here at the Legion facility. These shells will have effects consisting of every color of the rainbow plus pastels, neon's, and special "dark" colors (like maroon). Effects will include peonies, chrysanthemums, dahlias, strobes, spiders, horsetails, kamuro's, brocades, crowns, and special effect shells manufactured by us, here at Legion in New York.

3" Color Shells – 250

3" 2-Break Color & Report – 20

3" 3 Shell Flights – 90

3" 5 Shell Flights –40

4" Color Shells –35

250s Brocade Crown 45 sec.

280s 3X Whistle & Sea Blue Tail to Gold Chrysanthemum Flower

The Grand Finale:

The grand finale will be an explosive event in color and sound. Shells in this segment will be made by Lidu and all the titanium salutes made by us here at Legion Fireworks. The finale will start with a gentle falling cascade of gold, signaling the calm before the storm. When the golden tails have gently subsided, the heavens will erupt in a 3-minute barrage of color. If that weren't enough, following all the color, the thunder and lightning from our salute shells will be something no one could compete with. In the last moments, the ground will erupt upwards sending salute shells into a wall of noise, culminating the ending of a fantastic day of festivities, loud enough to let most of Pearl River know that today you celebrate the 4th of July.

3" Color Shells – 320

3" Titanium Salute Shells – 80

4" Color Shells –15

300s Silver Whirl to Report

Legion Fireworks Co., Inc.

In closing, it is our professional opinion that this proposal has the correct balance of color, sound and special effects that we

feel essential to perform a spectacular display. We remain, however, open to your suggestions and comments and would welcome the opportunity to discuss any aspect of the program with you. For over 101 years it has been our goal to create the safest and most spectacular pyrotechnics display possible for our clients.