

## MEMORANDUM

TO: Richard Dionisio Supervisor/Mayor and  
Town Board Members

FROM: Gerry Salvo, Superintendent of Recreation

DATE: September 15, 2023

SUBJECT: It's Great to Live in Harrison - Fireworks

E-2

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I am requesting Town Board approval of the contract between Special FX Wizard Inc. and the Town/Village of Harrison, for the Fireworks Display on Saturday, October 7, 2023 (Rain Date 10/8)

The contract is in the amount of \$10,000.00. Funds for this are available in budget line 001-7550-100-0407 Celebrations Special Service.

Once this contract has been reviewed by our legal department and found to be in order I request authorization for the Purchasing Department to issue a purchase order to Special FX Wizard Inc. in the amount of \$10,000.00



# Special FX Wizard Inc.

PO Box 266

Mastic Beach, NY 11951

Office: 631-772-5157

Email: Sales@SpecialFXWizard.com

## DISPLAY CONTRACT

Sponsor: Town of Harrison  
Contact: Gerry Salvo – Superintendent of Recreation  
Address: 1 Hyman Pl., Harrison, NY 10528  
Work Phone: 914-670-3035 Cell: 914-424-0938  
E-mail: Gsalvo@Harrison-NY.gov

### I. CONTRACT:

Whereas both Special FX Wizard Inc., herein referred to as the "Vendor" and Town of Harrison, herein referred to as "Sponsor" agree that the Vendor shall pending receipt of all required permits, written property owner consent, signed contract and payment in full, produce and display special effects, close pyrotechnics and/or fireworks, herein referred to as the "Effects" as contracted below and as indicated on the attached site plan:

Date	Rain Date	Time of Display	Duration	Type of Effects	Display Budget
October 7, 2023	October 8, 2023	9:00 pm	7 minutes	Fireworks	\$10,000.00

Initial here that the above has been read and confirmed for accuracy:

### II. PAYMENT SCHEDULE:

Payment of the Total Display Contract (Display Budget \$10,000.00 and Service Agreement \$500.00 of \$10,500.00, Town of Harrison is responsible for \$10,500.00. The Total Display Contract shall be paid by sponsor as follows:

- A deposit in the amount of \$10,250.00 within two weeks from signing the contract, no later than September 1, 2023.
- The balance amount of \$10,250.00 is due no later September 22, 2023.
- A fee of \$100.00, plus 2% interest will be charged to any unpaid balance per month.
- The deposit is non-refundable, please read the Postponement section for details.

### III. DISPLAY SITE:

The Sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA codes, US Coast Guard, state regulations and local regulations:

- This display site is located in West Harrison Park, Lake St., Harrison, NY
- The display site must be approved by the vendor and the authority having jurisdiction over the display

### IV. SERVICE AGREEMENT:

The Contract Total cost above is quoted fob destination at site for the display and transportation of personnel, and equipment. Services that need to be provided and/or paid for by the sponsor are as follows:

- Section VI Local, State and Federal Permits and Regulations including application/permit fees are separate from the Display Budget and are estimated at \$500.00
- Include crediting as "Fireworks display by Special FX Wizard" in any advertising including radio announcements, fliers, posters, banners, press release, event programs, etc. Artwork will be provided for such purposes.
- Security upon arrival until departure of Display areas, Discharge Sites and Fallout Areas, including any fencing and/or crowd control. Included in
- Provide 2-way radio and/or cell phone communications to provide a "go" cue.

#### V. POSTPONEMENT or CANCELLATION:

If the event is cancelled/postponed no later than 7 days prior to the crew's departure, there will be a 10% fee of the Fireworks Contract total, plus all out-of-pocket expenses. If the event is cancelled/postponed between 7 days and the date of the display for any reason including weather, Authority Having Jurisdiction denial, etc. there will be a 20% fee of the Fireworks Contract total, plus all out-of-pocket expenses. The Vendor will work with the Sponsor on a future date as a rescheduled date and the deposit will be applied to the new date.

In the event the display is set up and it is postponed to the following day, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the crew arrives the next day to run the display. The above mentioned costs shall be paid by the sponsor upon demand. In any event, the sponsor shall be responsible for full agreement price and those related costs as stated above.

#### VI. LOCAL, STATE, FEDERAL PERMITS AND REGULATIONS

The Vendor shall file for all necessary permits, licenses and approvals applicable to this contract. However, the sponsor shall be responsible for the payment of all government fees, fire department and police fees, taxes, including but not limited to, sales, use, excise, entertainment, import charges and bonds for such permits, licenses and approvals for the display and the activities undertaken pursuant to this contract from the appropriate federal, state, and local authorities.

This contract is subject to all federal, state, and municipal laws and regulations now in force or which may be enacted before the completion of this contract. Should any municipal, state or federal law or ordinance be passed which prohibits or restricts the performance or operation of the display described herein, the same shall automatically restrict or limit the effects performances described herein accordingly.

In the event the federal government or other regulatory authorities restricts or prohibits the use of any display effect as set forth herein, preventing the vendor from providing the display as described above, then in such event, the vendor shall substitute an effect of equivalent entertainment value, such substitution shall not constitute a reduction in the contract price.

#### VII. GENERAL PROVISIONS:

- Neither the Sponsor nor Vendor shall be in default or liable for any type of damages under this Agreement for any Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable control of a party that prevents the Sponsor or Vendor from performing and is not the fault of the Sponsor or Vendor; and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable waters or waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.
- Once the contract is signed and the display is then cancelled by the Sponsor for any reason, the Vendor shall be paid one hundred percent (100%) of the total contract price.
- The Vendor shall not be responsible for any weather or atmospheric conditions that may interfere with the display or aesthetic quality of the effects.
- This contract constitutes the entire contract between the parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written contract, signed by the party against whom enforcement of change, modification, renewal or extension is sought.
- Special FX Wizard Inc. agrees to procure general liability insurance in the amount of five million dollars and to issue form attached hereto, evidencing such insurance and covering the persons and entities named therein as additional insureds against any claims arising out of the sole negligence of Special FX Wizard Inc. in excess of \$2,500.00 per event.
- This contract shall be interpreted in accordance with and the rights of the parties hereto and shall be determined by, the laws of the State of New York.
- Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, in connection, or relating to the terms of this contract, and amendment thereof, commenced by, between or against any of the parties to this contract shall be commenced and maintained solely in the courts of the State of New York, and by the signing of this contract all parties hereby submit to this same jurisdiction.
- By signing this contract the Sponsor agrees to reimburse the Vendor for any and all costs including but not limited to administrative and attorney fees related to any and all disputes, controversies, actions, claims, and/or proceedings arising under, out of, in connection, or relating to the terms of this contract.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract. To validate this contract, it must be endorsed and returned to the Special FX Wizard Inc. on or before September 1, 2023.

Gerry Salvo 8/29/23  
Gerry Salvo  
Superintendent of Recreation

Date

Edward Rubio 8/14/23  
Edward Rubio III  
President/CEO

Date



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Air Traffic Organization  
Eastern Service Center

1701 Columbia Avenue  
College Park, GA 30337

Dear Fireworks Proponent:

Thank you for informing us of your proposed fireworks display.

Although there are currently no federal regulations specific to fireworks displays, the Federal Aviation Administration (FAA) has been tasked with regulating the safe and efficient use of the navigable airspace (49 U.S.C. § 40103). In recognition of this role in promoting aviation safety, many jurisdictions require notice to the FAA as a condition of approval of a fireworks permit.

We acknowledge your notification and have no objection to the fireworks display, provided it is conducted in a manner that does not create a hazard to other persons or their property. To enhance the safety of your event, we recommend the following actions:

- Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.
- If your event is within 5 miles of a public use airport, or if the display will exceed 500 feet Above Ground Level (AGL), contact Leidos Flight Service at 1-877-4-US-NTMS (1-877-487-6867) at least 24 hours (but not more than 7 days) in advance to request a Notice to Air Missions (NOTAM). You will need to provide the following information:
  - Name and address of the person filing the NOTAM
  - Date, time(s), and event location (City, State, and location in reference to the airport)
  - Maximum altitude of the display

This letter should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government which may be required for this display.

If you have any questions regarding this information, please contact our office at (404) 305-5570 or [9-ATO-ESA-OSG-Fireworks@faa.gov](mailto:9-ATO-ESA-OSG-Fireworks@faa.gov)

Sincerely,

*Matthew Cathcart*

Matthew N. Cathcart  
Manager, Operations Support Group



## Product Data Sheet

Sponsor/Client Name:

"IT'S GREAT TO LIVE IN HARRISON" EVENT

Location and Date of Fireworks Display:

Harrison Meadows CC

October 7<sup>th</sup>, 2023 – Rain Date: October 8<sup>th</sup>, 2023 @ Approximately 9:00 PM

**SHELL SIZE NOT TO EXCEED 5"**

PRODUCT SIZE		NOT TO EXCEED QUANTITY IN PIECES
ILLUMINATIONS	=	3,450
2"	=	0
2.5"	=	500
3"	=	400
4"	=	200
5"	=	100
6"	=	0
8"	=	0
10"	=	0

Illuminations = SPX, Gerbs, Mines, Comets, Roman Candles, Waterfalls, Strobe Pots, MSB's (cakes)

**Total: Not to exceed 1,200 Firework Shells and 3,450 Illuminations**  
Fireworks UN0336 (Special Effects, Consumer Fireworks) (Explosive 1.4G)  
Fireworks UN0335 (Display Fireworks) (Explosive 1.3G)

The above information is submitted and verified by:

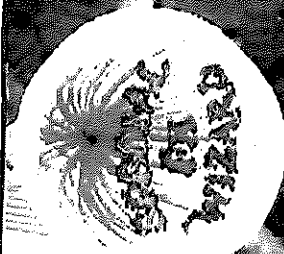
*Edward Rubio*

Edward Rubio  
Cell 516-658-4486

Special FX Wizard, Inc.  
PO Box 266  
Mastic Beach, NY 11951

Office #: 631-772-5157  
Cell #: 516-658-4486  
E-mail: [Sales@SpecialFXWizard.com](mailto:Sales@SpecialFXWizard.com)

# West Harrison Park Harrison, NY



## Discharge Site

- = Max shell size 5"
- 400' Fallout Area 1/3 offset per NFPA 1123

\*\*Exceeds NFPA 1123 70' / 1"

Latitude:

40°55'16.49"N

Longitude

73°44'19.51"W

**Audience**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09-15-2023

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).

<b>PRODUCER</b>  PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA, 94954	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 415-475-4300	<b>FAX (A/C, No):</b> 415-475-4304
<b>INSURED</b>  Special FX Wizard Inc. PO Box 266 Mastic Beach, NY 11951	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Certain Underwriters at Lloyd's, London	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> AA-1128623		

**COVERAGES** **CERTIFICATE NUMBER:** **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	X		PY/23-0054	05/05/2023	05/05/2024	EACH OCCURRENCE \$ 5,000,000							
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000							
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$							
							PERSONAL & ADV INJURY \$							
							GENERAL AGGREGATE \$ 5,000,000							
							PRODUCTS - COMP/OP AGG \$							
<b>THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.</b>														
								AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
								<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
								<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
								<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below														
								UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
								EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
								DED		RETENTIONS				
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b>  State of New York; West Chester County; Town-Village of Harrison Bureau of Fire Prevention for permits only; Town-Village of Harrison are Additional Insured as respects the Class B Aerial Fireworks and Class C Aerial Fireworks display(s) on 10/7/2023 (RD: 10/8/2023) located at 1 Caserella Way, West Harrison, NY 10604. 30-day notice of cancellation applies; 10-day notice for non-payment.														

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

State of New York; West Chester County; Town-Village of Harrison Bureau of Fire Prevention for permits only; Town-Village of Harrison are Additional Insured as respects the Class B Aerial Fireworks and Class C Aerial Fireworks display(s) on 10/7/2023 (RD: 10/8/2023) located at 1 Caserella Way, West Harrison, NY 10604. 30-day notice of cancellation applies; 10-day notice for non-payment.

<b>CERTIFICATE HOLDER</b>  Town-Village of Harrison Recreation Department 1 Heineman Place Harrison NY 10528	<b>CANCELLATION</b>  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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STATE OF NEW YORK - DEPARTMENT OF LABOR  
PYROTECHNICIAN CERTIFICATE OF COMPETENCE



**EDWARD M RUBIO III**

CLASS: A  
ANY DISPLAY

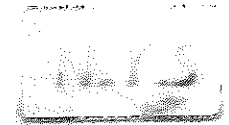
THIS CARD MUST BE CARRIED  
WHEN USING PYROT

CERT# 44317  
EXPIRES 04/25

**NYC & NYS CERTIFICATIONS REQUIRED IN NYC**



STATE OF NEW YORK - DEPARTMENT OF LABOR  
EXPLOSIVES LICENSE - OWN & POSSESS



**EDWARD RUBIO III**

THIS CARD MUST BE CARRIED TO  
PURCHASE, OWN, POSSESS OR  
TRANSPORT EXPLOSIVES

# 7-41437-2  
EXPIRES 06/24

**NOT VALID IN NEW YORK CITY**

