



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

**MEETING DATE:** MAY 24, 2022

**AGENDA ITEM SECTION:** DISCUSSION AND RESOLUTION ITEMS

**AGENDA ITEM NO. :** 10

**DEPARTMENT:** RECREATION DEPARTMENT

**AGENDA ITEM:**

**DISCUSSION:** 2022 FIREWORKS

**RESOLUTION:** AUTHORIZING THE VILLAGE TO EXECUTE AN AGREEMENT WITH LEGION FIREWORKS FOR THE 2022 FIREWORKS

**ITEM BACKUP DOCUMENTATION:**

1. MEMORANDUM DATED MAY 17, 2022 FROM KENDRA GARRISON/SUPERINTENDENT OF RECREATION TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
2. DRAFT RESOLUTION
3. AGREEMENT WITH LEGION FIREWORKS CO., INC.



# DOBBS FERRY

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### Parks & Recreation Department

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Kendra Garrison, CPRP  
Superintendent of Recreation  
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105 Palisades Street  
Dobbs Ferry, NY 10522  
(914) 693 -0024

## MEMO

To: Mayor Rossillo and Board of Trustees

cc: Melissa Ferraro, Village Administrator

From: Kendra Garrison, Superintendent of Recreation

Date: May 17, 2022

Re: July 4<sup>th</sup> Fireworks Display

The Village of Dobbs Ferry Recreation Department is looking to once again host our annual 4<sup>th</sup> of July Fireworks display on Monday, July 4, 2022. We have reached out to three different companies, one was already booked, one wanted us to tell them how much we wanted to pay, but was unable to tell us what we would get for our money, and the third is the company we have used for several years. It is my recommendation that the Village enter into an agreement with Legion Fireworks to provide the 4<sup>th</sup> of July fireworks display for a cost not to exceed \$18,000. Should the weather not cooperate and the fireworks display is canceled on July 4<sup>th</sup>, the Village will pick an alternate date to be determined by the Board.

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO AUTHORIZE THE  
VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT  
WITH LEGION FIREWORKS FOR JULY 4, 2022**

**WHEREAS**, the Village of Dobbs Ferry Recreation Department is looking to once again host our annual fireworks display on Monday, July 4, 2022; and

**WHEREAS**, as is customary on July 4<sup>th</sup>, the Village is seeking to have a fireworks display for the benefit of the community; and

**WHEREAS**, after contacting three different firework companies, Legion Fireworks, the company who has provided the fireworks display in the Village for many years, has offered to provide the fireworks display for the Village event at an amount not to exceed \$18,000; and

**WHEREAS**, if the weather fails to cooperate and the fireworks are unable to be displayed on July 4<sup>th</sup>, the Village Board will pick an alternate date that will be determined at a later date; and

**WHEREAS**, the Village of Dobbs Ferry has funding for the annual July 4<sup>th</sup> fireworks display in the Celebrations line of the Village budget.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Board of Trustees of the Village of Dobbs Ferry hereby authorize the Village Administrator to execute and sign an agreement with Legion Fireworks to provide fireworks for the Village's 4<sup>th</sup> of July celebration for an amount not to exceed \$18,000; and be it further

**RESOLVED**, that the agreement shall be subject to the review and approval of the Village attorney and the Village Administrator; and be it further

**RESOLVED**, that the Village Administrator is authorized to take any and all necessary steps to effectuate the intent of this Resolution; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.



**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 **4/5/2022**.  
by and between **Legion Fireworks Co., Inc. (\*Legion\*)** and **The Village of Dobbs Ferry (\*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:

**7/4/2022** 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 **\$18,000.00** dollars said fireworks display. Payments to be made as follows: **\$18,000.00 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 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:

\_\_\_\_\_  
Frank M. Coluccio, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Title