

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Approve Contract for 4th of July Fireworks DATE: 3-7-2022

DEPT OF ORIGIN: Village Manager

BILL # 30 -2022

DATE SUBMITTED:

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Approve Santore contract for 4th of July fireworks

MOVED BY: *Catillaz* SECONDED BY: *Little*

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE BRUNETTE

YES

TRUSTEE CATILLAZ

YES

TRUSTEE LITTLE

YES

TRUSTEE SHAPIRO

YES

Contract

THIS CONTRACT ("Contract") is made on this 7th day of March 2022, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and **Village of Saranac Lake**, having an address of 39 Main Street, Suite 9, Saranac Lake, NY 12983, hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish **CLIENT** a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.
 - A. Display Date: July 4, 2022.
 - B. Display Location: A designated area on a barge in Lake Flower.
 - C. Start Time of Display: 9:00 p.m.
 - D. Duration of Display: 15 - 20 minutes.

2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply **CLIENT** insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to **CLIENT** a Certificate of Insurance showing **CLIENT** as the Certificate Holder.

4. **CLIENT** will procure and/or provide the following
 - A) A safe and secure (as reasonably defined and approved by **SANTORE** and local officials) firing site which meets the minimum safety distance factors established by State and local laws and **NFPA** codes;
 - B) Police protection adequate to maintain said distance factors;
 - C) All necessary permits at own expense;
 - D) Sand (as required); **N/A**
 - E) Barges, tugs, and marine/barge insurance; (**Main Barge supplied by Village**)
 - F) Communications equipment; **N/A**
 - G) Security, including crowd control;
 - H) Standby fireman and equipment;
 - I) A safe and secure loading facility for set up of pyrotechnics;
 - J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$10,000.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 0% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

SANTORE'S WORLD FAMOUS FIREWORKS, LLC

Jeffrey M. Ward

3.7.2022

By: Jeffrey M. Ward

**John M. Sweeney, Village Manager
Village of Saranac Lake**

By: John M. Sweeney

Client Contact Information

Name: Village of SARANAC Lake.
Address: 39 Main St.
SARANAC LAKE NY 10983
Phone No.: 518-891-4150
Cell Phone: _____
E-Mail: MANAGER@SARANACLAKENY.GOV

Representative for Date of Show

Name: SARANAC Lake Police Chief or Code Enforcement.
Cell Phone: _____
E-Mail: _____

518-891-4408
518-891-4150

**VILLAGE OF SARANAC LAKE, INC.
 CERTIFICATE OF ANNUAL VILLAGE ELECTION
 HELD MARCH 16, 2022**

STATE OF NEW YORK)
 COUNTY OF FRANKLIN) §
 VILLAGE OF SARANAC LAKE)

WHEREAS, on the 15th day of March, 2022, there was held in the Village of Saranac Lake, New York the General Election of said Village, and we do hereby solemnly swear that we canvassed the vote cast at said Election, and the results were as follows:

That at such Election	599	votes was cast for	James M. Williams
That at such Election	415	votes was cast for	Melinda Little
That at such Election	207	votes were cast for	Jeremy Evans
	982	votes were cast for	Kelly Brunette
	679	votes were cast for	Matthew Scollin
	522	votes were cast for	Susan Waters
	1	votes were cast for	Billy Allen
	1	votes were cast for	Jim Murnane
	1	votes were cast for	Clyde Baker
	1	votes were cast for	Steven Schnibbe
	1	votes were cast for	Liz Villa
	1	votes were cast for	Jenny Spinner
	1	votes were cast for	Vladin Putin
	1	votes were cast for	Brianna Zakris

NOW THEREFORE BE IT RESOLVED that the following person was duly elected:

Mayor 4 year term James M. Williams
Trustee 4 year term Kelly Brunette
Trustee 4 year term Matthew Scollin

TOTAL PUBLIC COUNT: 1163