

RESOLUTION NO. 2014- 234

A RESOLUTION GRANTING PERMISSION TO THE VINELAND POLICE DEPARTMENT TO CONDUCT A PUBLIC DISPLAY OF FIREWORKS ON AUGUST 5, 2014, BETWEEN 9:00 P.M. AND 10:00 P.M., AT THE VINELAND HIGH SCHOOL COMPLEX, CHESTNUT AVENUE AND BREWSTER ROAD.

WHEREAS, the Vineland Police Department has scheduled on August 5, 2014, the National Night Out Festivities for the Citizens of Vineland; and

WHEREAS, the Police Department desires to conduct a public display of fireworks in conjunction with said event; and

WHEREAS, under the provisions of the New Jersey Statutes, specifically Section 21:3-3 and 4, the approval of the governing body is necessary as a prerequisite of such display; and

WHEREAS, the Police Department has complied with all of the requirements as set forth in said Statute; and

WHEREAS, the fireworks are to be stored on site prior to said display at the Vineland High School Complex, Chestnut Avenue and Brewster Road, Vineland, New Jersey; and

WHEREAS, Pyrotecnico, Vineland, New Jersey, is to operate said display and is found to be a competent operator; and

WHEREAS, the said display has been approved by the Chiefs of the Police and Fire Departments of the City of Vineland; and

WHEREAS, such display is of such a character, and is so located and will be discharged and fired in such a manner as not to be hazardous or endanger any person or persons; and

WHEREAS, an application in writing has been filed setting forth the details of said display;

NOW, THEREFORE, BE IT RESOLVED that permission is hereby given to the Police Department to conduct the aforesaid public display of fireworks at the Vineland High School Complex, Chestnut Avenue and Brewster Road, on August 5, 2014, pursuant to N.J.S.A. 21:3-5.

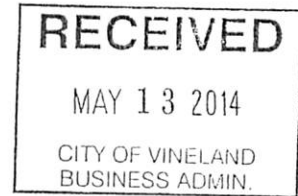
BE IT FURTHER RESOLVED that, pursuant to the requirements of Section 21:3-6 of the Revised Statutes, a copy of the application, of the permit, and of this Resolution shall be forwarded to the Bureau of Explosives of the Department of Labor of the State of New Jersey.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk



**CRIME PREVENTION OFFICE**  
*111 North Sixth Street  
Vineland, New Jersey 08360  
(856)691-4111 ext. 4059  
Officer Joseph A. Pagano*

May 08, 2014

Keith Petrosky, City Clerk  
City of Vineland  
Vineland, New Jersey 08360

Dear Keith:

Submitted to you herewith is a request for permit to hold a public display of fireworks in connection with the annual National Night Out event, as follows:

REASON FOR PERMIT: Fireworks Display

LOCATION: Vineland High School Complex  
Chestnut Avenue and Brewster Road  
Vineland, New Jersey

DATE: August 5, 2014

TIME OF EVENT: Between 9:00pm and 10:00pm

PLACE OF STORAGE: On site - Vineland High School Complex  
Chestnut Avenue and Brewster Road

ASSEMBLING PLACE: On site - Vineland High School Complex  
Chestnut Avenue and Brewster Road

IGNITING FIREWORKS: Pyrotecnico Company

Very Truly Yours,

Joseph A. Pagano

cc: Yvonne Lewis  
Bob Dickenson



Headquarters  
 P.O. Box 149  
 New Castle, PA 16103  
 724 652 1788  
 info@pyrotecnico.com  
 www.pyrotecnico.com

U.S. Locations  
 Miami, FL 305 921 9924  
 Charlotte, NC 704 730 0790  
 Jacksonville, FL 904 255 0799  
 Houston, TX 281 763 7533  
 Tampa, FL 813 312 1975

### Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this 12<sup>th</sup> day of MARCH, 2014 by and between S. Vitale Pyrotechnics Ind., INC (dba Pyrotecnico) and Vineland National Night Out ("Sponsor"), with its principal place of business located in Vineland, New Jersey.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

#### 1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on

DATE: August 5<sup>th</sup> 2014 / Rain Date: NONE (Please fill in Rain Date)

(Note: Rain dates not available on July 2-5, 2014 - If planning a Rain Date during July 4<sup>th</sup> week, please consult with your Show Producer before submitting) in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

#### 2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of \$1,500.00 (the "Contract Price") paid as follows: a. 30% of the Contract Price due upon the signing of this Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.

Sponsor agrees to pay interest at the rate of 1 1/2 % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney or third party, Sponsor shall be responsible for all fees and costs incurred by Pyrotecnico to collect said sums.

#### 3. Display Responsibilities.

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

#### 4. Crediting.

Sponsor agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsors authority.

#### 5. Indemnification and Limitation of Liability.

~~Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.~~

RF  
5.10.14



**6. Postponement.**

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

**7. Cancellation.**

If (I) Sponsor cancels this Contract for any reason, or (II) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Pyrotecnico 25% of contract price as liquidated damages.

**8. Scripted Show and Music Soundtracks**

Sponsor agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

**9. Venue.**

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Lawrence County, Pennsylvania and of the federal courts located in the United States District Court for the Western District of Pennsylvania.

**10. Legal Construction.**

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Pyrotecnico reserves the right to substitute products of equal or greater value.

**11. Entire Agreement.**

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

PYROTECNICO:

By: [Signature]  
Title: VP Corp Secy

CLIENT (SPONSOR):

By: [Signature]  
Title: [Signature] # 6120



**CONTACT/INSURANCE REQUISITION FORM**

Please return this form with your signed contract for the Insurance Certificate to be processed.

Account Name Vineland Police National Night Out

Address C/O J. Pagano 111 North Sixth Street

City, State & Zip Vineland, N.J. 08360

Phone Number 856-691-4111 ext. 4059 Fax Number 856-405-4633

Contact Persons Name Joseph Pagano

Phone Numbers \_\_\_\_\_ Cell 856-305-2328 Fax \_\_\_\_\_

Email Address jpagano@vinelandcity.org

Accounts Payable Contact \_\_\_\_\_ email \_\_\_\_\_

Display Date & Time \_\_\_\_\_ Rain Date \_\_\_\_\_

Contact Person on site (Day of display) if different from above:

Name Same as Above Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Display Site Location and Address: Vineland High School Complex  
2880 East Chestnut Ave.

Vineland, N.J. 08360

Additionally Insured – If Applicable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Please complete and return this form to Pyrotecnico:
  - Fax to: 724.652.1288 or
  - Email to: Raquel (rflowers@pyrotecnico.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2014

**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).**

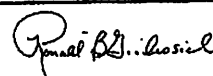
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10285 Birmingham, AL 35202	<b>CONTACT NAME:</b> Melanie Allen <b>PHONE (A/C No. Ext):</b> 800-476-2211 <b>E-MAIL ADDRESS:</b> mail@mcgriff.com	<b>FAX (A/C No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> S. Vitale Pyrotechnic Industries, Inc. dba Pyrotecnico P.O. Box 149 New Castle, PA 16103	<b>INSURER A:</b> RLI Insurance Company      NAIC # 13056	
	<b>INSURER B:</b> James River Insurance Company      12203	
	<b>INSURER C:</b> Catlin Specialty Insurance Company      15989	
	<b>INSURER D:</b> See Below	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 67UT6SXT      **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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC			000282806	01/14/2014	01/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Policy Aggregate: \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> The InterChg \$1M			LFT0012742	01/14/2014	01/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$2500 deductible Col. \$2500 deductible
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			000292626	01/14/2014	01/14/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	738720960102-California Ins. Co 738720960101-Continental Indemnity Co. (Blanket Waiver of Subrogation Incl'd)	06/07/2013	08/07/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS UMBRELLA COVERAGE			XSA2002600115	01/14/2014	01/14/2015	XS Underlying \$4, MUI \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Show Date: August 5, 2014  
 Location: Vineland High School - Vineland, NJ  
 City of Vineland, NJ - Vineland Board of Education  
 The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.  
 The Certificate Holder is Additional Insured with respect to General Liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  Vineland National Night Out 111 N. 6th Street Vineland, NJ 08360	<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 

Page Four  
BULLETIN MEL 07-23

FIREWORKS DISPLAY  
HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of CITY OF VINELAND  
and Pyrotecnico (Contractor).

WITNESSETH:

1. Pyrotecnico (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of VINELAND from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$1,000,000.00

General Liability: \$5,000,000.00

Automobile Liability: \$1,000,000.00

Umbrella Liability: \$5,000,000.00

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: FIREWORKS Date: 8.5.14 Rain Date: NONE

Dated: 5.10.14 Signed: [Signature]

(Contractor)

Witness: Raqueel H. Harris

Bond No: 21BSBFH9165  
Bond Amount: \$2,500.00  
Bond Term: 1/30/14 to 1/30/15

THE STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE

SURETY BOND

Discharging, Firing-off, Exploding or Displaying Fireworks,  
at any Public Exhibition or Exhibition.

Know All Men by these Presents, that we S. Vitale Pyrotechnic Ind. Inc. dba Pyrotechnico

Fireworks Vendor

1640 Garden Road, Vineland, NJ 08360 of (in the County of Cumberland), as

Fireworks Vendor Street Address

County Name

Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors and assigns, firmly by these presents.

The Condition of this Obligation, is such that if the said, Hartford Fire Insurance Company, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said S. Vitale Pyrotechnic Ind. Inc. dba Pyrotechnico for discharging,

Fireworks Vendor Name

firing-off, exploding or displaying of said fireworks at any public exhibition or exhibitions hereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or exhibitions; provided that said judgment is obtained in an action brought within a period of twelve months following the date of the public exhibition or exhibitions, in which cause of said action is alleged to have occurred, this obligation shall be void, otherwise it shall remain in full force and effect. The maximum amount of said bond shall in no way exceed the face amount of said bond no matter how many claims are made on said bond, in each Municipality, per display.

In Witness Whereof, we hereunto set our hands and seals, this 17th day of January, 2014

[Signature]  
WITNESS

[Signature]  
WITNESS

[Signature]  
S. Vitale Pyrotechnics Ind. Inc. dba Pyrotechnico  
Principal

Hartford Fire Insurance Company  
[Signature]  
Attorney In Fact Mark W. Edwards, II



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
Bond T-4  
One Hartford Plaza  
Hartford, Connecticut 06155  
call: 888-266-3488 or fax: 860-767-6836

Agency Code: 21-250036

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited

R.E. Daniels, Shelby E. Daniels of Pensacola FL; Robert M. Verdin of Metairie LA; Robert Read Davis of Atlanta GA; Mark W. Edwards II, Jeffrey M. Wilson, Ronald B. Giadrosich, Alisa B. Ferris, Robert R. Freel, Evondia H. Woessner of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 17, 2014

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



HEADQUARTERS

P.O. Box 149  
New Castle, PA 16103

OFFICE  
724. 652. 9555

CALL TOLL  
800. 854. 4705

FAX  
724. 652. 1288

WEB  
[www.pyrotecnico.com](http://www.pyrotecnico.com)

EMAIL  
[info@pyrotecnico.com](mailto:info@pyrotecnico.com)

U.S. LOCATIONS

Atlanta, GA	Montgomery, AL
Auburn, NY	New Castle, PA
Dallas, TX	New Orleans, LA
Fort Lauderdale, FL	Saluda, SC
Jaffrey, NH	Tampa, FL
Las Vegas, NV	Vineland, NJ

May 10, 2014

Mr Joe Pagano  
Vineland National Night Out  
1111 North 6<sup>th</sup> Street  
Vineland, NJ 08360

Dear Mr. Pagano:

A representative from our company will do a first light inspection at The Vineland High School grounds, Vineland New Jersey the morning of first light on August 6, 2014. We will be responsible for policing the fireworks display and search for and disposing of unfired fireworks.

Please also be aware that we do police the area after the fireworks display has been completed. This is our procedure for all of our shows.

If you have any questions, please do not hesitate to contact our office at 856-697-1023.

Sincerely,

Raquel L. Flowers  
Fireworks Coordinator