



## PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "agreement"), made and entered into this 20<sup>th</sup> day of January, 2025 by and between SKYLIGHTERS of New York LLC. (here in after referred to as "SELLER") and Town of Newfane (Herein after referred to as "BUYER").

This is a one year agreement.

This is a three year agreement, starting on the below dates and time. Agreement binds BUYER to use SELLER as sole provider for pyrotechnic displays and services for three years, final compensation amount for years two and three of the agreement can be determined at original signing, or annually by January 31<sup>st</sup> of said year and will follow compensation specifications as outlined below. Three year agreement entitles BUYER to  more product added to the display each year. (All product is based on current cost of that year and annual compensation amount.)

Any agreement paid in full by May 1<sup>st</sup> of the agreement year will entitle BUYER to  % more Product added to that years display.

- 1. THE TIME AND PLACE: POSTPONEMENT/CANCELATION:** SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display at approximately on the day of July 3, 2025. BUYER is responsible for gaining access to the set-up location on the SELLER'S behalf. The display will be executed at the following:  
Location & Address: Olcott Harbor, East Federal Pier

Weather permitting. An alternative inclement weather day is hereby designated to be 7/12/25 the same time and place set forth, herein above. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display. In the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have exclusive right to postpone the starting time of the display and/or delay the display in its entirety; until conditions have improved and are appropriate for the safety of all involved, or until inclement weather date as set forth herein above.

- 2. INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and , to be insured and covered for \$5,000,000 Each Accident. \$5,000,000 General Aggregate, \$5,000,000 products-comp/ops Agg. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.
- 3. SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following:

- a. Adequate security personnel;
- b. Barricades, Ropes with flags, etc. to barricade all covered (dangerous) areas to spectators;
- c. Traffic patrolmen;
- d. As necessary:
  - i. security guards for crowd control and clean up personnel to remove litter left by spectators or any other persons other than SELLER;
  - ii. Trash receptacles as necessary for spectators;
  - iii. "No Parking" signs and directional signs;
  - iv. Sufficient space (as determined by shell size) for the proper and safe display of said pyrotechnic display. Such space to be clear and free of all persons except those employed by SELLER; and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER.

4. LICENSES OR PERMITS: SELLER shall be responsible to obtain, for SELLER's benefit, any state, city or any other licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance, or any other items required by the licensing authorities for issuance of such licenses or permits.

5. COMPENSATION: Compensation shall be made to the SELLER hereunder as follows: 50% due no later than 90 days from the display date with the balance due before the service has been provided.

The total amount of this contract is \$20,000.00

3% fee added to credit card payments.

(\*if three year contract, Year 1 \$\_\_\_\_\_, Year 2 \$\_\_\_\_\_, Year 3 \$\_\_\_\_\_). In the event of BUYER failure to pay all sums due within thirty days of display, SELLER shall be entitled to collect from BUYER its reasonable cost of collection, including interest and reasonable attorney's fees. If, for any reason other than as addressed herein above BUYER wishes to cancel this agreement, there will be a cancellation fee in the amount of fifty percent of the total contract price hereunder for the cancellation of a one year contract; and an additional fifteen percent fee of the total contract price for each year cancelled with a undetermined budget for the cancellation of a three year contract; to be paid to or retained by SELLER. Any applicable state or local taxes will be payable by the BUYER. Should the setup of the display require a multi-day setup it is up to the BUYER to provide security for the display site.

6. POINT OF CONTACT THE DAY OF EVENT

NAME & DIRECT PHONE NUMBER:

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**This CONTRACT is binding only after it has been signed by all parties hereto and returned to the SELLER with the required deposit as forth herein above.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: 01/20/2025

DATE: \_\_\_\_\_

SELLER

BUYER

January 24, 2025

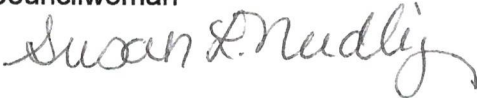
To Supervisor Syracuse and The Newfane Town Board:

On January 24, 2025, we reviewed the 2024 financial records of Judge Bruce Barnes and Judge Scott Boudeman of the Newfane Justice Courts. During this audit, we found all records to be orderly and correct.

All deposits and anything dispersed were made in a timely and efficient manner. All records were complete, neat and orderly.

Respectfully submitted,

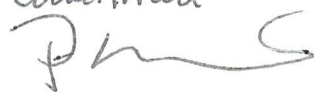
Susan Neidlinger,  
Councilwoman



Richard Coleman  
Councilman



Peter Robinson  
Councilman



Robert Hornsberg  
COUNCILMAN





SUPERVISOR  
716-778-8531

TOWN CLERK  
716-778-8822  
FAX 716-638-4183

ASSESSOR  
716-778-8827

TAX COLLECTOR  
716-778-6052

BUILDING INSPECTOR  
716-778-5947

WATER/SEWER  
716-778-8132



## TOWN OF NEWFANE

2737 Main Street  
Newfane, New York 14108

FAX 716-638-4261

JUSTICE COURT  
2896 Transit Road  
Newfane, New York  
14108

716-778-9292

HIGHWAY  
716-778-8844

WATER/SEWER  
MAINTENANCE  
716-778-8587

6176 McKee Street  
Newfane, New York  
14108

TDD 1-800-662-1220

February 3, 2025

Honorable Supervisor Syracuse  
Town Board Members  
2737 Main Street  
Newfane, NY 14108

RE: Board of Assessment and Review Appointment  
Jeffery Hill Member

Dear Supervisor and Town Board Members:

I am respectfully requesting your appointment of Jeffery Hill as a Member to the Town of Newfane Board of Assessment and Review. The training that is required for this position is being offered in early April. Mr. Hill is fully prepared to take that training in order to be ready to go prior to the next Board of Assessment and Review Grievance Hearing date.

Mr. Hill's appointment term will commence on the date of the Town Board's acceptance and appointment, and will end on September 30, 2026. Mr. Hill will be filling the balance of retired Shirley Mae Taylor's unexpired appointment term.

Thank you for your consideration.

Sincerely,

Donna M. Lakes  
Town Clerk

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February 3, 2025

Honorable Supervisor Syracuse  
Town Board Members  
2737 Main Street  
Newfane, NY 14108

RE: Board of Assessment and Review Appointment  
Walter C. Hiller Alternate Member

Dear Supervisor and Town Board Members:

I am respectfully requesting your appointment of Walter C. Hiller as an Alternate Member to the Town of Newfane Board of Assessment and Review. Mr. Hiller would take the necessary training that is required by all members which would allow him to be able to stand in for anyone who may not be able to attend on a date that Grievance Hearings are scheduled to be heard.

Mr. Hiller's term of appointment as an Alternate Member would commence on the date of the Town Board's appointment and end on September 30, 2030.

Thank you for your consideration.

Sincerely,

Donna M. Lakes  
Town Clerk