

R2025-86

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF
WARREN, STATE OF NEW JERSEY AUTHORIZING THE
DISCHARGE OF FIREWORKS**

WHEREAS, the Town of Phillipsburg will conduct its annual Ole Towne Festival at Walters Park on Saturday June 14 (and in Shappell Park on Sunday June 15); and

WHEREAS, the Town Council wishes to have a fireworks display to be provided by Garden State Fireworks on Saturday June 14 (rain date June 15); and

WHEREAS, Garden State Fireworks would provide a Certificate of Insurance prior to the event;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Phillipsburg that they hereby support the discharge of fireworks at the Ole Towne Festival on Saturday, June 14, 2025 (rain date June 15).

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on May 14, 2025.



Susan Turner, Acting Municipal Clerk

THIS AGREEMENT is made on this 03 day of April, 2025, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part Phillipsburg Ole Festival hereinafter known as the designated Party of the Second Part.

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

- 1 The Party of the First Part agrees to furnish to the Party of the Second Part on Walkers Park Area Grounds, on June 14, 2025 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
- 2 The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
- 3 The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather to June 15, 2025 at an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements will be allowed prior to 3:00PM the day of the event; and may be scheduled only within the period terminating January 1, 2026 after the original scheduled date of the display, thereafter the display will be considered to be cancelled. In the events of cancellation the Party of the Second Part agrees to additional payment of FIFTY PERCENT to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
- 4 The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
- 5 The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
- 6 The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
- 7 The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
- 8 Upon signing this document, a deposit of FIFTY PERCENT of the total contract price shall be paid to the party of the First Part.
- 9 Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
10. Total amount \$7,000.00 United State excluding Fire permit Fees

WITNESS:

WITNESS

GARDEN STATE FIREWORKS, INC.

BY 

August N. Santore - Vice President

Phillipsburg Ole Festival