



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item G
June 18, 2007**

SUBJECT: Approval of request for a Fireworks Display Permit from the Michigan 50's Festival, to be held at 12 Mile Road and Dixon Road on Friday, July 27, 2007, subject to final inspection by Novi Fire Department.

SUBMITTING DEPARTMENT: City Clerk

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

BACKGROUND INFORMATION:

The Michigan 50's Festival has applied for a Fireworks Display Permit through Colonial Fireworks Company to be held at 12 Mile Road and Dixon Road on Friday July 27, 2007 with a rain date of Saturday, July 28, 2007. The Fire Department will conduct a final walk-through inspection prior to the fireworks display and emergency vehicles will be on standby during the event.

RECOMMENDED ACTION: Approval of request for a Fireworks Display Permit from the Michigan 50's Festival, to be held at 12 Mile Road and Dixon Road on Friday, July 27, 2007, subject to final inspection by Novi Fire Department.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				



www.cityofnovi.org

Novi Fire Department

42975 Grand River Avenue
Novi, MI 48375

248.349.2162 fax 248.349.1724

June 13, 2007

Charlie Pick – Colonial Fireworks Co.
6480 Tomer Rd.
Clayton, MI 49235

RE: Application for Fireworks Display Permit, Michigan 50's Festival for July 27, 2007
(Alt. date July 28)

The permit application to conduct a fireworks display has been reviewed for compliance with the following laws and codes:

2000 International Fire Code (City adopted Fire Prevention Code)
P.A. 328 of 1931 as Amended, State of Michigan Fireworks Law
NFPA 1123, Code for Fireworks Display

The above plan has been reviewed, the items from my June 8th letter have been corrected and it is now **Recommended for Approval**.

1. **Completed:** The application, Form FM-51, does not provide a location of the proposed display. This application is incomplete.
2. **Completed:** The insurance certificate provided with the application indicates the display location as: "Novi DPW Delwal Drive Novi MI north side of 12 Mile Rd. east of Coboret Dr."
This is inaccurate information that shall be corrected.
3. **Completed:** A site map shall be submitted with the application that shall include the following:
 - a. A Scale
 - b. Public separation lines and details of means of maintaining public separation from both the launch area and the required clear space.
 - c. Fallout area, including dimensions.
 - d. North arrow.
 - e. Location of significant roadways, including access and control points.
 - f. Location of emergency vehicle staging area and access routes.
4. **Completed:** It shall be clarified how the general public will be kept away from the fireworks firing area and the safe zone.
5. **Completed:** Arrangements shall be made with the City of Novi and the Novi Fire Department to provide adequate fire protection before, during and after the event. This event will require on-standby, at least one staffed engine and one staffed grass fire unit. In addition, the firing and storage areas will be subject to inspection by fire department personnel prior to the show.

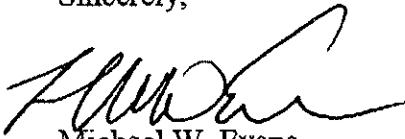
Michigan 50's Festival Fireworks
June 13, 2007
Page 2

Note: Due to the location of the launch area, Dixon Road will be required to be closed to public access during the fireworks display.

This fireworks show is proposed to have a 2.5" shell as the largest shell to be shot off. This review and approval is based on this information and the letters provided by Colonial Fireworks Co. *At no time shall a shell larger than 2.5" be used in this show.*

It shall be noted, that whenever, in the opinion of the Fire Chief or his designee, any hazardous condition exists, the fireworks display shall be postponed until the condition is corrected. In addition, if high winds, precipitation, or other adverse weather conditions prevail such that a significant hazard exists in the opinion of the Fire Chief or his designee or the operator, the fireworks display shall be postponed until weather conditions improve to a reasonable level.

Sincerely,

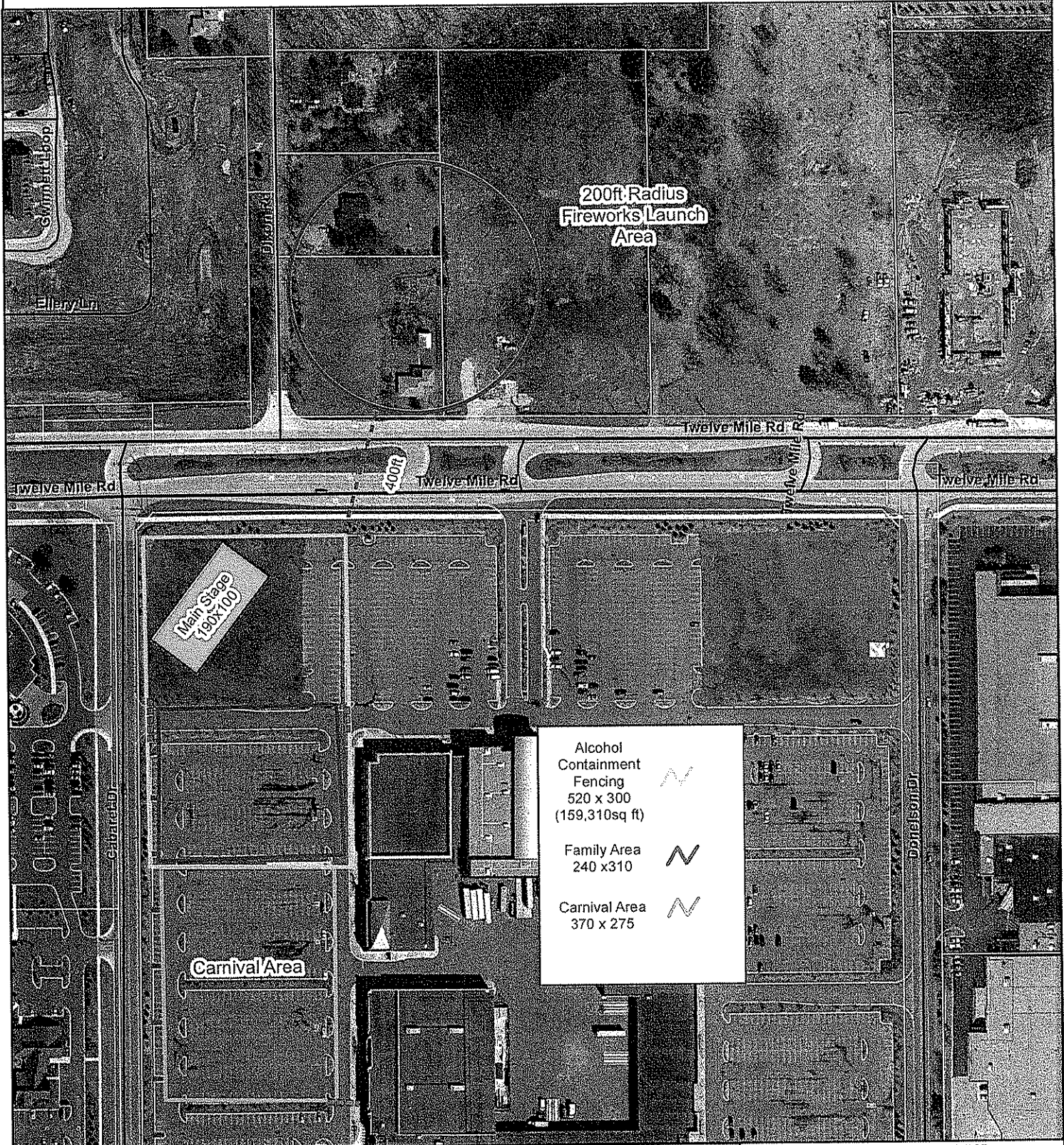


Michael W. Evans
Fire Marshal

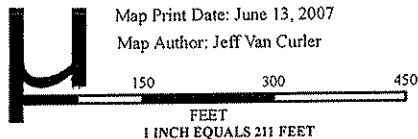
cc: Chief Smith, Novi Fire Department
Benny McCusker, Public Works Director
Novi City Clerks office

City of Novi - 2007 50's Festival

Site Layout Including Fireworks Launch Site



CITY OF NOVI
 DEPARTMENT OF PUBLIC WORKS &
 DEPARTMENTS OF WATER & SEWER
 NOVI CITY DPW OFFICES
 26300 DELWAL
 NOVI, MI 48375
 (248) 735-5640
 WWW.CI.NOVI.MI.US



Map Print Date: June 13, 2007
 Map Author: Jeff Van Curler

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Pleased contact the City GIS Manager to confirm source and accuracy information related to this map.

Colonial Fireworks Co.

The New Revolution in Fireworks

June 6, 2007

City Of Novi Fire Dept
 Michael W. Evans – Fire Marshal
 42975 Grand River Ave
 Novi, Mi. 48375-1731

FAX: 248-349-1724

10 PAGES

Ref: Application for Fireworks Permit
 Michigan 50's Festival July 27, 2007 (rain date July 28, 2007)

Mr. Evans:

Colonial Fireworks is pleased and excited to once again perform the annual fireworks display on behalf of the Michigan 50's Festival. To that end, I am submitting Michigan State Police Form FM-51 *Application for Fireworks Display Permit* with attachments:

Colonial Fireworks intends to conduct the above-referenced fireworks display in compliance with the following laws and codes:

- 2000 International Fire Code
- P.A. 328 of 1931 as Amended, State of Michigan Fireworks Law
- NFPA 1123, Code for Fireworks Display

1. Colonial is submitting a signed Application (attached); Certificate of Insurance / Workers Compensation Certificate.
2. ATF Licenses with Extension Letters for Colonial Fireworks. Michigan does not have a separate license for pyrotechnic operators; however, the lead technician is licensed by the State of Ohio as an Exhibitor (see attached Ohio License).
3. The maximum diameter aerial shell to be fired is 2.5" – we will strictly adhere to the required 70ft per inch requirement. Spectators (public) must be separated for the launch area by means of a snow fence or police caution tape. This is usually performed by the sponsor and their crowd control resources (volunteers & police).

NORTH - 5225 Telegraph Rd., Toledo, OH 43612 • 877-257-9977 • Fax 419-476-0929
 SOUTH - 1115 Poor Valley Rd., Rogersville, TN 37857 • 866-827-4910 • Fax 423-272-5965
 MANUFACTURING - 6480 Tomer Rd., Clayton, MI 49235 • 800-882-9323 • Fax 517-436-3269

Colonial Fireworks Co.

The New Revolution in Fireworks

Jeff Johnson
Page Two
June 6, 2007

4. Storage method and location of the fireworks prior to the show will be in compliance with NFPA 1123. Further, fireworks storage is located at our approved storage facility at 6480 Tomer Road in Clayton, Michigan. On-site storage will be in a secured cargo truck. This truck will be attended at all times. Fireworks will be unloaded from the truck into the firing equipment on site. In the event the show is cancelled or postponed, the fireworks will be transferred to our vehicle and returned to our licensed facility under the direct supervision of the lead technician, Charles Pick.

5. The fireworks will be discharged electronically and by means of a fusee (flare). There will be no reloading of mortars. All fireworks will be preloaded eliminating the need for a ready box or storage magazine on site during the show.

6. Colonial personnel will be responsible to inspect the fallout area immediately after the show as well as the following morning for any hazardous debris or unexploded shells.

We agree to follow the Fire Chief's opinion (or his designee), for any postponement or cancellation due to weather or other hazardous condition until corrected.

We thank you in advance for your assistance and look forward to performing a safe and spectacular fireworks display.

Sincerely,



Jason Lynch,
Business Manager
Colonial Fireworks Co.

CC: Lynn Norman

Enclosures: FM-51 Application for Fireworks Display Permit; Certificate of Insurance; Colonial ATF Licenses w/Extension Letters; C Pick Ohio Licensed Exhibitor's License.

FM-51 (3-98)
 MICHIGAN STATE POLICE
 FIRE MARSHAL DIVISION

APPLICATION FOR FIREWORKS DISPLAY PERMIT

PUBLIC DISPLAY AGRICULTURAL PEST CONTROL

DATE OF APPLICATION
JUNE 6, 2007

Name of Applicant Address Age (18 or Over)
CHARLIE PICK / COLONIAL FIREWORKS 6480 TOMER RD CLAYTON MI 49235 59

If a Corporation, Name of President Address

If a Non-resident Applicant: Name of MI Attorney or Resident Agent Address Phone No.
 ()

Name of Pyrotechnic Operator Address Age (18 or Over)
CHARLIE PICK 10415 TOMER RD. CLAYTON MI 59

No. Years Experience No. Displays Where
25 450+ THROUGHOUT MICHIGAN AND OHIO

Name of Assistant: Address Age
DEAN WARD 4031 SUMMIT WESTON MI 50

Name of Other Assistant Address Age

Exact Location of Proposed Display

Date of Proposed Display Time of Proposed Display
JULY 27, 2007 DUSK RAIN DATE: JULY 28, 2007

No. Of Fireworks	Kind of Fireworks to be Displayed
440	1.75" AND 2.5" AERIAL DISPLAY SHELLS
42	MULTIPLE-SHOT BARRAGE-TYPE ITEMS (CAKES/CANDLES)

Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)
COLONIAL FIREWORKS COMPANY VEHICLE

Amount of Bond or Insurance (to be set by local govt) Name of Bonding Corporation or Insurance Company
\$5 MILLION BRITTON GALLAGHER & ASSOC

Address of Bonding Corporation or Insurance Company
6240 SOM CENTER RD SOLOM OH

Signature of Applicant


SEE OTHER SIDE FOR INSTRUCTIONS

Authority: 1988 PA 358
 Compliance: Voluntary but a permit will not be issued without an application

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2007

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Colonial Fireworks Company
6480 Tomer Road
Clayton MI 49235

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B: Granite State Insurance Co.	
INSURER C: Axis Surplus Ins Company	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADST LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> Loc	6990180	2/15/2007	2/15/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPIOP AGG \$2,000,000
B	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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA62658536	2/15/2007	2/15/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EAU705977	2/15/2007	2/15/2008	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 SHOW NO: 2007-062 DISPLAY DATE: JULY 27, 2007 RAIN DATE: 07/28/07
 LOCATION: NOVI DFW DELWAL DRIVE NOVI MI NORTH SIDE OF 12 MILE RD, EAST OF COBRET DR.
 ADDITIONAL INSURED: MICHIGAN 50'S FESTIVAL BOARD OF DIRECTORS; CITY OF NOVI; VARSITY LINCOLN MERCURY; SHUMAN CHRYSLER JEEP; TOM HOLZER FORD; LOTUS BANK (PROPERTY OWNER).

CERTIFICATE HOLDER

MICHIGAN 50'S FESTIVAL
P O BOX 187
NOVI MI 48376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2007

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Colonial Fireworks Company
5480 Tomer Road
Clayton MI 49235

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B: Granite State Insurance Co.	
INSURER C: Axis Surplus Ins Company	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6990180	2/15/2007	2/15/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	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	CA62658536	2/15/2007	2/15/2008	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	EAU705977	2/15/2007	2/15/2008	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 SHOW NO: 2007-062 DISPLAY DATE: JULY 27, 2007 RAIN DATE: 07/28/07
 LOCATION: NORTH SIDE OF 12 MILE RD, EAST OF DIXON ROAD
 ADDITIONAL INSURED: MICHIGAN 50'S FESTIVAL BOARD OF DIRECTORS; CITY OF NOVI; VARSITY LINCOLN MERCURY; SHUMAN CHRYSLER JEEP; TOM HOLZER FORD; LOTUS BANK (PROPERTY OWNER); OSBURN PROPERTY; NOVI, LLC.

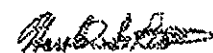
CERTIFICATE HOLDER

MICHIGAN 50'S FESTIVAL
P O BOX 187
NOVI MI 48376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 55), you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.



DIRECT ATF
CORRESPONDENCE
TO

CHIEF, NATIONAL LICENSING CENTER
ATF, P.O. Box 2994
Atlanta, GA 30301-2994

LICENSE/
PERMIT
NUMBER
21MFC9120-59-001771
EXPIRATION
DATE
February 11, 2005

NAME

COLONIAL FIREWORKS CO INC

6480 TOMER RD
CLAYTON, MI 49235

TYPE OF
LICENSE OR
PERMIT

20-MANUFACTURER OF HIGH EXPLOSIVES

CHIEF, NATIONAL
LICENSING CENTER

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

LICENSEE OR PERMITTEE MAILING ADDRESS-

COLONIAL FIREWORKS CO INC
6480 TOMER RD
CLAYTON, MI 49235

SIGNATURE OF LICENSEE/PERMITTEE

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 55. The signature on each reproduction must be an ORIGINAL signature.

ATF F 5400.14/5400.15, Part 1 (8/89)

DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 55), you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.



DIRECT ATF
CORRESPONDENCE
TO

CHIEF, NATIONAL LICENSING CENTER
ATF, P.O. Box 2994
Atlanta, GA 30301-2994

LICENSE/
PERMIT
NUMBER
21MFC91251-59-001781
EXPIRATION
DATE
February 11, 2005

NAME

COLONIAL FIREWORKS CO INC

6480 TOMER RD
CLAYTON, MI 49235

TYPE OF
LICENSE OR
PERMIT

51-IMPORTER OF FIREWORKS (DISPLAY)

CHIEF, NATIONAL
LICENSING CENTER

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

LICENSEE OR PERMITTEE MAILING ADDRESS-

COLONIAL FIREWORKS CO INC
6480 TOMER RD
CLAYTON, MI 49235

SIGNATURE OF LICENSEE/PERMITTEE

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 55. The signature on each reproduction must be an ORIGINAL signature.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25401

January 24, 2007

Colonial Fireworks Co. Inc.
6480 Tomer Rd.
Clayton, MI 49235901090:CRR/SCC
5340
File Number: 4-MI-00178Premises Address: 6480 Tomer Rd, Clayton, MI 49235

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit (4-MI-00178) as a Importer Of Fireworks (Display). The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Sandy Curtis at (304)616-4406.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing CenterATF web address: www.atf.gov



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25401

January 26, 2007

Colonial Fireworks Co. Inc.
6480 Tomer Rd.
Clayton, MI 49235901090:CRR/SCC
5340
File Number: 4-MI-00177Premises Address: 6480 Tomer Rd, Clayton, MI 49235

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit (4-MI-00177) as a Manufacturer Of High Explosives. The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Sandy Curtis at (304)616-4406.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing CenterATF web address: www.atf.gov

STATE OF OHIO
DEPARTMENT OF COMMERCE
DIVISION OF STATE FIRE MARSHAL

THIS IS TO CERTIFY THAT:

CHARLES S PICK
EXHIBITOR ID: 56-89-0051

IS DULY LICENSED TO
CONDUCT BUSINESS AS AN EXHIBITOR
IN THE STATE OF OHIO ANNUALLY.

LICENSE IS "NON TRANSFERABLE"

FOLD HERE

THIS LICENSE EXPIRES 06/24/2008
THE CLASSIFICATION OF LICENSE FOR
THIS PERIOD:
FIREWORKS EXHIBITOR NFPA 1123
PYROTECHNICS EXHIBITOR NFPA 1126
CONTINUING EDUCATION DATE 5/13/2006

Signature: _____ Date: _____

THIS CARD SHALL BE ON YOUR PERSON WHILE
PERFORMING THE ABOVE ACTIVITIES.

OHIO 15174363269

CHARLES S PICK
6480 KUMER RD
CLAYTON, MI 49235

NOTE: IF YOU MOVE, SEND THE CHANGE OF ADDRESS WITHIN
30 DAYS OF CHANGE TO:

BUREAU OF TESTING AND REGISTRATION
P.O. BOX 529
REYNOLDSBURG, OHIO 43068

LICENSE RENEWAL APPLICATIONS AND OTHER INFORMATION ARE
MAILED TO THE ADDRESS PROVIDED BY THE LICENSEE.

**Colonial Fireworks Company, Inc.
Contract and Agreement for Service**

THIS CONTRACT AND AGREEMENT for the sale of services made and concluded on Tuesday, February 13, 2007, between Colonial Fireworks Company, Inc., (referred to as CFCI) and

50's Festival of Novi, MI.
(referred to as Purchaser).

CFCI and the Purchaser do hereby acknowledge the terms and conditions hereinafter mentioned and mutually agree to their respective clauses and agree to comply with all terms, conditions and payments of this contract:

CFCI agrees:

- 1) To sell, furnish and deliver to the Purchaser, products and services as mutually agreed to via written instruments such as program outlines or display synopsis which is incorporated herein and attached hereto as Exhibit "A" on the date of:
Display Date: July 27, 2007 . Postponement Date: July 28, 2007.
- 2) CFCI further agrees to provide the required equipment, trained personnel, product and insurance to properly present the program as defined.
- 3) CFCI agrees to indemnify and hold harmless the Purchaser and its agents, and employees from and against claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the display by CFCI. The Purchaser agrees to give CFCI prompt notice of any claims or demands and to cooperate with CFCI or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. CFCI shall also provide the Purchaser with a certificate of insurance covering the use of the effects for this event prior to the display date for review. Any charge incurred from the insurance provider for additional insurance after the original application has been submitted shall be the responsibility of the Purchaser.

Purchaser agrees:

- 4) To a contract amount of \$5,000.00, with 50% due upon signing of this contract and the balance due within 15 days of the completion of the services. All payments are to be made by purchase order, bank draft or certified check payable to Colonial Fireworks. All payments, notices and other correspondences shall be forwarded to Colonial Fireworks, 6226 Telegraph Road, Toledo, Ohio 43612. If monies due under the terms of this contract become in the rear of 30 days or more CFCI is entitled to the recovery of all past due amounts plus 1.5% interest, per month on all amounts past due after the 30 days.
- 5) In the event the program is canceled, in whole or in part, due to force majeure or any other cause beyond Purchaser's reasonable control ("Force Majeure"), CFCI and Purchaser shall have good faith negotiations to determine an adjustment of CFCI's payment to reflect the services actually provided. However, if the Program is canceled in its entirety on the display date due to Force Majeure, then CFCI's fee shall be equivalent to services actually incurred. Every effort will be made to conduct all events on the display date and time in the appropriate manner as designed.
- 6) Should inclement weather prevent the firing of the display on the display date, the parties agree to a mutually convenient rain date as stated above. The determination to cancel the display due to inclement weather shall rest within the sole discretion of CFCI. In the event the Purchaser does not choose to reschedule the event or cannot agree to a mutually convenient date with CFCI, then CFCI shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.
- 7) This contract shall be deemed made in the State of Michigan and shall be held in accordance with the laws of the State of Michigan. Both parties agree and consent to the jurisdiction of Michigan to determine conflicts regarding the language and payments to be made under this contract.
- 8) Following the programs completion, the Purchaser is solely responsible for ALL cleanup and policing of the program area, including but not limited to the removal of all trash, sets, lumber, frames and confetti products which may be used during the event.
- 9) The parties agree that they are each independent contractors and that neither is the agent, servant or employee of the other, and that neither has the authority, express or implied, to bind the other to any obligations whatsoever. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.
- 10) The Purchaser agrees to hold CFCI harmless and defend CFCI from any and all claims brought against CFCI by employees or sponsors of the Purchaser for any and all acts of the Purchaser relating to the event for which the display is performed.
- 11) Prior to, during and following the event the Purchaser agrees to the responsibility of keeping all persons out of the designated display area as defined by CFCI's technicians in conjunction with NFPA 1123 & 1126. This is with exception to CFCI employees & designees.
- 12) CFCI solely reserves the right to make minor modifications to the program content provided that said changes do not adversely effect the material content, pricing level of the program, display performance or character of the event.
- 13) CFCI holds the right to cancel any program at its discretion due to unforeseen safety issues which may go uncorrected or unattended to. This cancellation will be discussed with the Purchaser and every attempt will be made to correct any issues. All final decisions will be made on the side of safety. If cancellation occurs for said reasons, Purchaser will pay CFCI for all reasonable cost for the delivery and return of display.
- 14) With exception to paragraph 6 above, in the event of fire, accident, strike, delay, floods, act of God or other causes beyond the control of CFCI, which prevent the delivery of the program the parties hereto release each other from any and all performances of the articles contained herein and from damages resulting from the breach of this contract.
- 15) To provide a safe and suitable location to display the event. With regard to indoor events, it is also agreed upon that a safe haven, by means of a locked room or secure area, will be provided to prepare the effects to be used during the event. Access will be allowed to CFCI personnel only during the course of the event. The proper amount of preparatory time will be allowed for so that the event can be safely set up, tested and fired as outlined in NFPA 1123 & 1126.

Special Conditions:

16)

The parties, by execution hereof do hereby mutually and severally guarantee terms, conditions and payments of this Agreement. Any and all changes, modifications, corrections or additions to this contract shall be attached as Exhibit "B". This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

Lois P. Kim 3/7/07
Purchaser's Signature DATE

CFCI Representative DATE