

RESOLUTION KENILWORTH, NJ

WHEREAS, the Governing Body wished to have a 2025 Fireworks Display in preparation for the Independence Day; and

WHEREAS, multiple quotes were received, from fireworks display companies for dates leading up to the Independence Day holiday; and

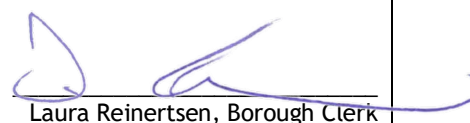
WHEREAS, the Governing Body wishes to execute a contract with **Garden State Fireworks, Inc.** to have the 2025 Fireworks Display on Sunday, June 29, 2025 (rain date, to be determined) after the receipt of an executed Hold Harmless Agreement, proper proof of insurance coverage is provided and upon issuance of the required permit from the Fire Official.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey that the Mayor and/or her designee, be authorized to execute a contract with **Garden State Fireworks, Inc.**, 383 Carlton Rd., Millington, NJ 07946, in an amount not to exceed \$12,000.00, upon receipt of an executed hold harmless agreement, proof of insurance coverage, and upon issuance of required permit from the Fire Official.

BE IT FURTHER RESOLVED, that copies of this resolution are to be forwarded to the Rescue Squad, Fire Department, and Police Department. This resolution is contingent upon the resolution of any concerns or comments raised by the aforementioned departments, as well as the approvals of any necessary permits.

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Councilman Patrick Boyle			X			
Councilman Joseph Finistrella			X			
Councilwoman Toni Giordano Picerno						X
Councilman William Mauro	X		X			
Councilman Douglas Piper			X			
Councilman Savino Scorese		X	X			
Mayor Linda Karlovitch						
ON CONSENT AGENDA	Yes _X	No _				

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on February 19, 2025.


Laura Reinertsen, Borough Clerk

PROGRAM

Kenilworth Borough

June 29, 2025 \$12,000.00



Red to Blue Chrysanthemums and Red Crossettes July 4th at the Washington Monument

Submitted By:
Garden State Fireworks, Inc.
The Santore Brothers

Arrayal

Kenilworth Borough
June 29, 2025 \$12,000.00

Opening:

<u>6</u>	3"	<i>Announcements Flash Light Salutes with tails</i>
<u>300</u>	1"-2"	<i>Assorted Multi-Break Special Effect Shells</i>
<u>20</u>	2.5"	<i>Assorted Fancy Star Shells</i>
<u>20</u>	2.5"	<i>Titanium Reports</i>
<u>2</u>	3"	<i>Assorted Color & Reports</i>
<u>10</u>	3"	<i>Bumper Harvest Shell</i>
<u>10</u>	3"	<i>Assorted Color Bee</i>
<u>10</u>	3"	<i>Spangle Chrysanthemum</i>
<u>10</u>	3"	<i>Color Changing Peony with Color Changing Pistol</i>

Body:

<u>300</u>	3"	<i>Assorted chrysanthemum Peony pattern & Reports</i>
<u>10</u>	3"	<i>Santore Bros. Special Multi-Break & Custom designer Chrysanthemum</i>
<u>20</u>	3"	<i>Assorted Color Chrysanthemum & Reports</i>
<u>20</u>	3"	<i>Large Spreading & Special Breaking Multi-Effect Shells</i>
<u>30</u>	3"	<i>Fancy Assorted Pastel Colors</i>

Special Effects:

15/30MM		
<u>750</u>	<i>Shots</i>	<i>Assorted Color Comets</i>
<u>500</u>	<i>Shots</i>	<i>Flash & Thunder Reports</i>
<u>500</u>	<i>Shots</i>	<i>Crazy Bees</i>
<u>96</u>	<i>Shots</i>	<i>White Glittering with Red Pistil Fan</i>
<u>100</u>	<i>Shots</i>	<i>Z Cakes Color Falling Leaves with Blue Stars</i>
<u>100</u>	<i>Shots</i>	<i>W Cakes Gold Willow Comets Blue Stars</i>
<u>96</u>	<i>Shots</i>	<i>V Cakes Rapid Fire Blue Stars</i>
<u>100</u>	<i>Shots</i>	<i>Z Cake Rapid Fire Zig Zag Red Stars</i>
<u>96</u>	<i>Shots</i>	<i>Shooting Stars</i>

Brocade Tableau:

<u>100</u>	1"-2"	<i>Twinkling Brocade Slow Duration</i>
<u>30</u>	3"	<i>Twinkling Brocade Slow Duration</i>
<u>30</u>	3"	<i>Twinkling Brocade Slow Duration</i>

Crossetti Tableau:

<u>102</u>	1"-2"	<i>Fancy Assorted Multi-Color Crossetti</i>
<u>30</u>	3"	<i>Fancy Assorted Multi-Color Crossetti</i>

Kenilworth Borough
June 29, 2025 \$12,000.00

Multi-Salute Tableau:

<u>144</u>	2"	<i>Comets & Salutes 350 Color & Cannonade Shots</i>
<u>30</u>	3"	<i>Assorted Color & Cannonade Salutes</i>

Pre- Finale:

15/30MM

Flying Fish, Whistles, Comets & Report Shells (Pre-Box)

Grand Finale

<u>1570</u>		
<u>60</u>	3"	<i>Mines Shells with colors Reports 4,500 Assorted Effects</i>
<u>200</u>	1"-2"	<i>Assorted Star Shells</i>
<u>90</u>	2.5"	<i>Assorted Fancy Colors and Reports</i>
<u>90</u>	3'	<i>Color and lightning Flashes 4,500 crackling effects</i>
<u>90</u>	3"	<i>Assorted Color Strobing Stars 4,500 Bright Flashes</i>
<u>30</u>	3"	<i>Fancy Gold Spider</i>
<u>30</u>	3"	<i>Extra Fancy Silver Spider</i>
<u>40</u>	3"	<i>Titanium Report</i>
<u>8</u>	3"	<i>Assorted Chrysanthemum and Peony</i>
<u>8</u>	3"	<i>Glittering Silver Color Changing Red, White and Blue</i>
<u>8</u>	3"	<i>Color Changing Chrysanthemum</i>
<u>8</u>	3"	<i>Silver Rain Chrysanthemum</i>

Total Pieces, Shots & Effects	15,114
--	---------------

Total Program Value \$12,000.00

THIS AGREEMENT is made on this **30 day of January, 2025**, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part **Kenilworth Borough** 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, Middle School, Grounds on June 29, 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 **OPEN, 2025** additional cost of FIFTEEN PERCENT of the total contract amount. **Postponements will be allow prior 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 **\$12,000.00** *United State excluding Fire permit Fees*

WITNESS:

GARDEN STATE FIREWORKS, INC.

WITNESS

BY _____
August N. Santore – Vice President

Kenilworth Borough