

105 Government Center Way
Pocono Pines, PA 18350
www.tobyhannatownship.org



570-646-1212
570-839-8632
Fax: 570-646-9025

RECEIVED
APR 20 2018
BY:

APPLICATION FOR PUBLIC DISPLAY OF FIREWORKS

Applicants Full Name: <u>Nicole Hill</u>	Phone No: <u>570-843-7323</u>
Business Name (if applicable): <u>Locust Lake Village POA</u>	
Physical Address: <u>1778 Lake Lane Pocono Lake PA 18347</u>	
Mailing Address:	
Is applicant over the age of 21 (<input checked="" type="checkbox"/>) Yes (<input type="checkbox"/>) No	

Location of Firework Display

Proposed Location of Fireworks Display: <u>East Lake</u>	
Property Owner Name: <u>LLV POA</u>	Phone No: <u>570-643-3616</u>
Mailing Address: <u>1430 Windy Pine Pocono Lake PA 18347</u>	
Physical Address:	
Tax Map No. <u>19/120/1/145-1</u>	Subdivision: <u>LLV</u>

Operator and Firework Information

Date of Display: <u>Sept 2, 2018</u>	Time of Display: <u>8pm/Dusk</u>
Type of Fireworks: <u>3 1/4 in. shellcakes</u>	Number of Fireworks: <u>2276</u>
Net Explosive Weight in Pounds: <u>195</u>	
Name of Competent Operator: <u>International Fireworks Mfg. Co.</u>	
Address of Operator: <u>PO Box 6, Sycamore Rd. Douglassville PA 19518</u>	
Experience of Competent Operator: (attach a copy of license/permit) <input checked="" type="checkbox"/>	
Amount of Bond and Insurance (attach proof of same)	

Attach the written consent of the property owners wherein the display is proposed. Attach the requisite IFC permit application and permit and all other required State, Federal and/or County permits or licenses. Include the requisite Bond pursuant to the Township's Ordinance. Attach the names, addresses and phone numbers if Principal Officers, Trustees, and or Directors if any, of the applicant.

Public Safety Plan depicting the location of which the display will be conducted, including the site from which the fireworks will be discharged; the location of buildings, highways, overhead obstructions and utilities and the lines behind which the audience will be restrained.

The firing crew shall conduct a post display inspection, an inspection of the fallout area for the purpose of location of unexploded aerial shells or like components. This inspection shall be conducted before public access to the site shall be allowed. Where fireworks are displayed at night and it is not possible to inspect the site thoroughly, the operator or designated assistant shall inspect the entire site at first light. A report identifying any shells that fail to ignite in, or discharge from, a mortar or fail to function over the fallout area or otherwise malfunction shall be filed with the fire code official.

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern public display of fireworks in Tobyhanna Township and will abide by the contents therein.

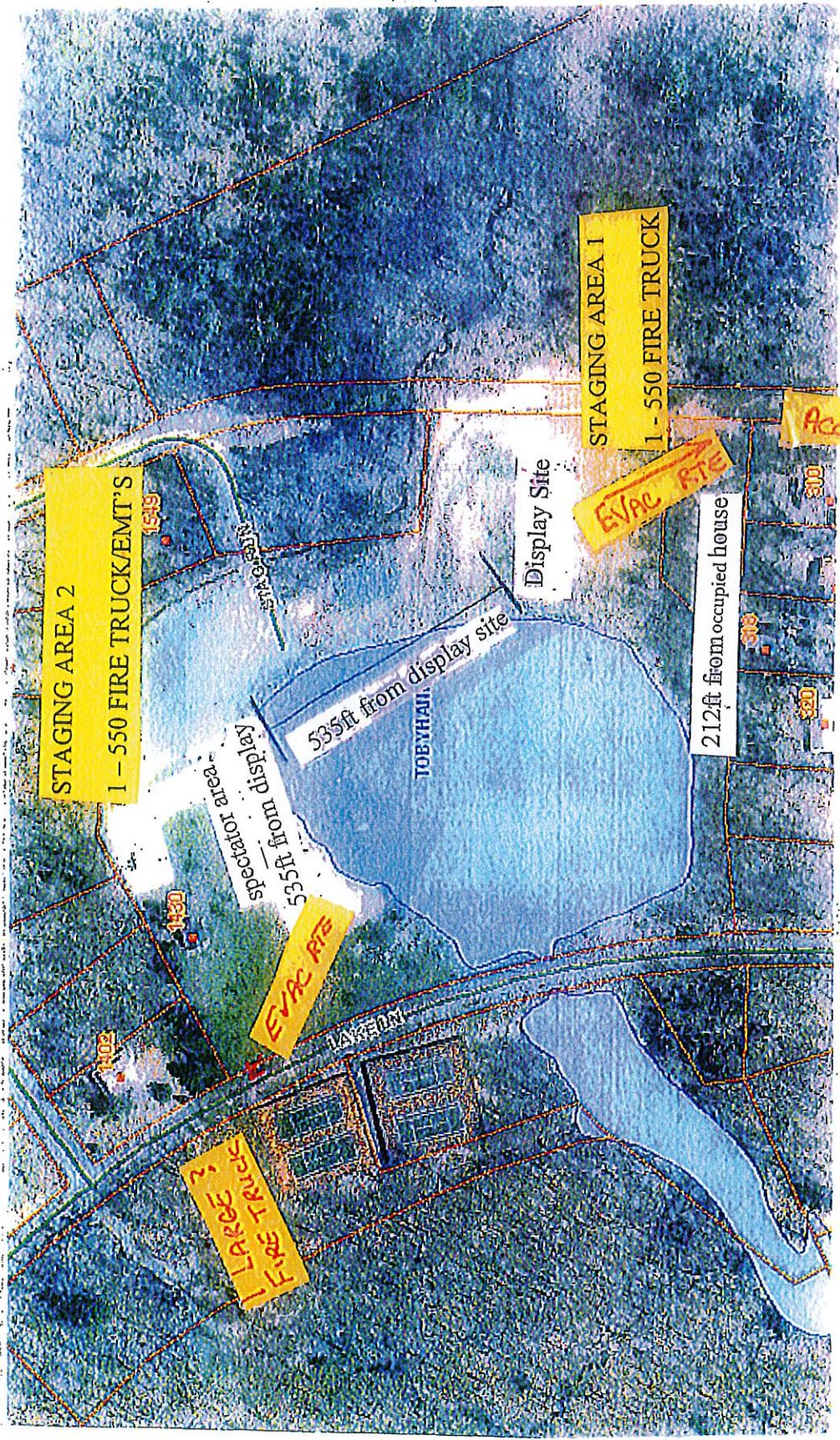
Date: 3/28/18 Signature of Applicant: Nicole Hill

DO NOT WRITE BELOW THIS LINE—FOR TOWNSHIP USE ONLY

Tobyhanna Fire Chief/Fire Code Official:	
Review of Plans: _____	Inspection of Site: _____
Safety Plan: Detailing location of which the display will be conducted, including the site from which fireworks will be discharged; the location of buildings, highways, overhead obstructions and utilities and the lines behind which the audience will be restrained.	

Written Consent of Owner
 Bond no less than \$1,000,000.00
 Proof of IFC Submittal

Liability Insurance: #0434
 Township Fee \$250.00
 Application Date: 4-20-18



BLK	LOT	PARCEL NUMBER	TOWNSHIP	LOCATION	OWNER
05	2864	19631500052864	19	PA 940	KERRICK JOHN E DONNA
79	2800	19632402792800	19	T 644	KERRICK JOHN E

EAST LAKE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2018

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).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C. No. Ext): 216-658-7100	FAX (A/C. No.): 216-658-7101
INSURED International Fireworks Mfg Co Inc 242 Sycamore Rd Box 6 Douglassville PA 19518	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Axis Surplus Ins Company	NAIC # 26620
	INSURER B : Everest Indemnity Insurance Co.	10851
	INSURER C : Everest National Insurance Company	10120
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1609545087 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 SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		SI8ML00105-181	3/2/2018	3/2/2019	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPIOP AGG	\$2,000,000
							\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00051-181	3/2/2018	3/2/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EAU706137	3/2/2018	3/2/2019	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date of Display: September 2, 2018 Rain Date: September 3, 2018 or Any subsequent rain date.
Location: East Lake Locust Lake Village
Additional Insured: Tobyhanna Township, Locust Lake Village POA.

CERTIFICATE HOLDER Locust Lake Village POA HC87 Box 121 Pocono Lake PA 18347	CANCELLATION 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

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In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-011-20-8F-01293
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Reers</i>	Expiration Date	June 1, 2018

Name
INTERNATIONAL FIREWORKS MANUFACTURING COMPANY INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**242 SYCAMORE RD
DOUGLASSVILLE, PA 19518-0000**

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

INTERNATIONAL FIREWORKS MANUFACTURING
COMPANY INC
242 SYCAMORE RD
DOUGLASSVILLE, PA 19518-0000

Geraldine Serpico
Licensee/Permittee Responsible Person Signature
GERALDINE SERPICO
Printed Name

V.P.
Position/Title
6/20/15
Date

**Contract of
International Fireworks Mfg. Co**

This agreement entered 3/28/2018 by and between the International Fireworks Mfg. Co., party of the first part and Locust Lake Village party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at East Lake, Locust Lake Village on September 2, 2018 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

The party of the second part agrees to furnish the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to September 3rd or a date to be determined up until March 1, 2019. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee for cost incurred. In the event of total cancellation before set up, the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The party of the second part agrees to pay a deposit of \$1000 on the total contract price of \$4500 with the balance of \$3500 to be paid to International Fireworks Mfg. Co. within 10 days after this display has been performed.

By Geraldine Serpico
International Fireworks Mfg. Co. Inc
Geraldine Serpico, VP

By Nicole Kelly
Locust Lake Village