



# Eden Fire Department

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Eden City Hall  
308 E. Stadium Drive  
P.O. Box 70  
Eden, North Carolina 27288  
(336) 623-2110, option 9

## MEMO

**To: Honorable Mayor and City Council**  
**Thru: Brad Corcoran, City Manager**  
**From: Todd Harden, Deputy Chief/Fire Marshal**  
**Date: May 21, 2012**  
**Subject: Fireworks Display Permit**

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We have an applicant, Hale Artificier ,Inc., who is requesting a permit for the display of fireworks at the "Old Fashioned 4th of July Celebration" that is sponsored by the Kwanis and held every year. Mr. Hale on behalf of Artificier Inc. made application with the clerk. I have investigated this and prepared a report to the council as required by the ordinance. A copy of the report and proof of insurance are also attached. All requirements from the North Carolina General Statue and from the city ordinance have been met. Based upon this, I would recommend that you issue Hale Artificier Inc. a permit to display fireworks at the 4th old July celebration. Please give this consideration and feel free to contact me if you have any questions.

## Fire Marshal's Report on Application for Permit for Pyrotechnics

I, Todd Harden, Fire Marshal, do hereby certify the following:

1. This Application for Permit by Hale Artificier, Inc. is for an event in which the Pyrotechnics will be displayed outdoors.
2. Satisfactory evidence has been produced to the effect that the pyrotechnics will be used at the Fourth of July public celebration sponsored by the Kwanis of Eden, North Carolina.
3. Applicant, Hale Artificier, Inc., has produced a certificate of insurance in the amount of two million dollars (\$2,000,000).

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Todd Harden, Fire Marshal

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Date



**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**  
**Fireworks Display Contract**

This contract and agreement, for the sale and display of fireworks made and concluded this 26th day of April, year of 2012 A.D., by and between Hale Artificier, Inc. of Lexington, North Carolina, hereinafter referred to as "Hale Artificier" and Kiwanis of Eden, NC, P.O. Box 381, Eden, NC 27288 hereinafter referred to as "Client".

Witnesseth: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties of this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions and payments of this contract.

**1.0 - DISPLAY**

1.1 - Hale Artificier agrees to sell, provide and deliver to the Client fireworks, presented in an attached document(s) labeled "Display Package", to be exhibited at the designated site, presented in the attached document(s) labeled "Display Site", which are set forth and agreed upon at the time of the signing of this agreement and incorporated herein.

1.2 - Fireworks are to be provided for display on the event date(s) of: Wednesday, July 4, 2012.

In the event of Fire, Strikes, Delay, Flood, Acts of God, or other causes beyond the control of Hale Artificier, which prevents the delivery of said fireworks the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

1.3 - It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date(s), a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest possible manner without any deduction from the hereinafter named compensation.

It is agreed that the first possible postponement/Rain Date will be: Thursday, July 5, 2012.

1.4 - If, due to the occurrence of a contingency as described above, with the aforementioned date(s) it is in Hale Artificier's reasonable judgement, impossible or impracticable to present the display at the date(s) and time(s) specified, Hale Artificier and Client will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the day following the scheduled exhibition and Hale Artificier personnel and equipment are required to return to their original point of origin the Client shall be obligated to pay an additional charge for transportation and travel of materials and personnel to the display site not to exceed fifteen percent (15%) of the Contract price. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the Client shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the Client shall be forth returned to the Client, LESS any and all reasonable costs and expenses incurred by Hale Artificier in the anticipation of presenting said display, including, but not limited to, costs associated with setup and takedown of equipment, and transportation of materials and Hale Artificier personnel.

**2.0 - SAFETY AND SECURITY**

2.1 - Hale Artificier agrees to provide for the display, TWO or more Trained Pyrotechnicians as personnel to present the said display. Client agrees to procure and provide a suitable place to display the said fireworks, and secure all applicable Local, State and Federal Permits, licenses, and approvals. Client is also to provide for any and all necessary Law Enforcement, Fire Code Officials, and Fire Prevention Personnel. In the event "Hale Artificier incurs additional costs for securing said permits, licenses, approvals, or has to hire Law Enforcement or Fire Prevention Personnel, the Client will reimburse said costs to Hale Artificier.

2.2 - Client or the Sponsoring Agency shall provide ample Law Enforcement and Fire Prevention and Control for Hale Artificier for the protection of its property and the execution of the fireworks exhibition without the interference from the Public.

2.3 - Client shall provide and set up posted restraining lines pursuant to the instructions supplied by Hale Artificier and in compliance to all rules, order, and regulations or the National Fire Protection Association (NFPA). Inside this perimeter is hereinafter referred to the "Security Zone". Outside this perimeter is hereinafter referred to the "Safety Zone". It is further agreed and understood by the parties hereto that the said minimum spectator viewing, parking, dwellings and fallout area(s) shall be in compliance with the National Fire Protection Association (NFPA) 1123 code for Outdoor Display of Fireworks, as amended. Hale Artificier will not be responsible for, or pay for any property damage of personal injuries that occur from non-compliance of said code and its safety distances. Hale Artificier is not responsible for damages to any public or private property in this area and also any other area where similar damages occur due to wind velocity or changes in wind direction.

2.4 - Client also agrees to provide adequate security personnel and protection to preclude all individuals other than those authorized by Hale Artificier from entering the Security Zone. In the event that Client desires to have designated representatives within the Security Zone, before, during and after said exhibition, appropriate waiver (s) of liability must be executed for each individual.

2.5 - No unauthorized personal property of any kind, including, but not limited to motor vehicles shall be allowed within the Security Zone. Prior to, during and immediately following the display of fireworks, Client shall be solely responsible to secure access and maintain the perimeter of the Security Zone, keeping all unauthorized persons out of the Security Zone.

Client shall hold Hale Artificier harmless and indemnify Hale Artificier from any liability, including claims against Certificate(s) of Insurance or Bond, because of Client's breach of this paragraph.



**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**  
Fireworks Display Contract

**3.0 - COMPENSATION**

3.1 - Client agrees to compensate Hale Artificier the sum \$ 7,000.00 (Seven Thousand Dollars) for the said fireworks display(s). Unless otherwise stipulated in this contract, as an addendum, Payment is to be made in two parts, Fifty Percent (50%) of the total sum at the signing of this agreement and the remaining balance of contract within ten (10) days after the completion of the fireworks display. Interest will be charges for any late payment on the contract price at a rate of three and one-half percent (3.5%) per month until final debt has been paid. In the event an attorney is employed to enforce collection of any sums due under this contract, Client agrees to pay all costs and expensed of collections including all attorney's fees incurred by Hale Artificier.

3.2 - In the event additional sums are due Hale Artificier as agreed to herein, including, but not limited to reimbursement of expenses, payment is due within thirty (30) days after completion of fireworks display(s)

3.3 - All payments shall be made by draft or certified check payable to the order of Hale Artificier, unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents or employees of Hale Artificier without written authority.

3.4 - In the event that Client elects to cancel the fireworks display, Client must provide Hale Artificier written notice by registered mail of it's election to cancel not less than 30 days prior to date of fireworks display. Hale Artificier shall retain from the first sections of payment and Client agrees to pay Hale Artificier, a MINIMUM of \$500, or Fifteen percent (15%) of total contract price, whichever is greater, as liquidated damages.

3.5 - If, for ANY reason, other than as previously defined in this contract in sections 1.1 through 1.4, Client elects to cancel fireworks display at the "last minute" which will be defined as within 48 hours prior to the named display date and time, then Client is obligated to pay the full compensation price in sections 3.1, irregardless of the cancellation notice designated in section 3.4 above.

**4.0 - INDEMNIFICATION**

4.1 - Client shall indemnify Hale Artificier against any and all liability to any person or persons for, or by reason of, any condition which is the responsibility of the Client in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Client or any of its agents, servants, or employees.

4.2 - Hale Artificier agrees to indemnify Client against any and all liability to any person or persons for, or by reason of, any conditions which is the responsibility of Hale Artificier in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Hale Artificier or any of its agents, servants or employees.

4.3 - Hale Artificier agrees to provide attached documents presenting proof of Liability Insurance obtained for the exhibition in the amount complying with local regulations.

4.4 - For displays on properties owned by the State of North Carolina, Hale Artificier, Inc. does indemni=fy and hold harmless the State of North Carolina for the duration of any activities related to this fireworks program.

**5.0 - OTHER COVENANTS**

5.1 - Client agrees to indicate that Hale Artificier is the organization responsible for exhibiting the fireworks on the said date(s) in all advertisements, billings and public relations materials.

5.2 - Regardless of place of contracting, performance or otherwise, it is hereby stipulated that this agreement is to be construed and governed by the laws of the State of North Carolina.

5.3 - This agreement shall not be notified or rescinded except by written instrument signed by authorizes representative(s) of Client and Hale Artificier.

5.4 - This contract shall not be construed to create a partnership between the parties or persons mentioned herein.

**6.0 - SPECIAL CONDITIONS**

6.1 - All displays are to be permitted through the Office of the Local County Fire Marshal, unless as otherwise provided for in the General Statutes of the State of North Carolina.

6.2 - The exact location of the fireworks display shall be Grounds at Morehead High School

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR \_\_\_\_\_.

CLIENT \_\_\_\_\_

HALE ARTIFICIER 4/26/12

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

BY: [Signature]  
signature

\_\_\_\_\_  
printed name/title

JEFF HALE, PRESIDENT  
printed name/title

\_\_\_\_\_  
witness

\_\_\_\_\_  
witness







**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**

Kiwanis Club of Eden  
And the City of Eden  
Old Time July Fourth Fireworks

**Opening Barrage:**

20 - 3" Assorted Color Finale Shells w/Tails  
10 - 3" Finale Titanium Salute Shells w/Tails  
6 - 4" Assorted Color Finale Shells

**Main Program:**

140 - 3" Assorted Aerial Shells w/Tails  
78 - 4" Assorted Aerial Shells w/Tails  
60 - 5" Assorted Aerial Shells w/Tails  
36 - 6" Assorted Aerial Shells w/Tails

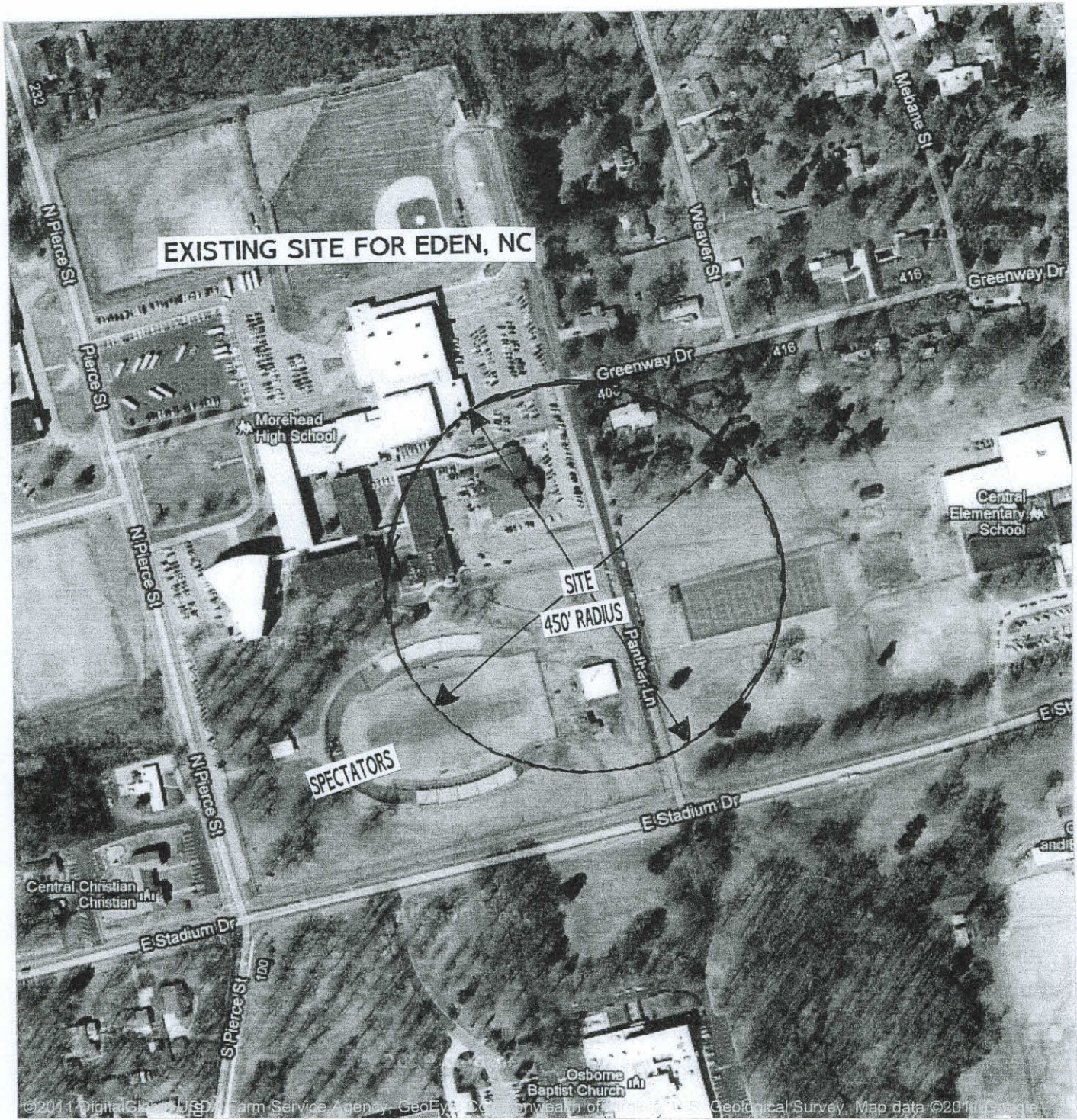
**Grand Finale:**

120 - 3" Assorted Color Finale Shells w/Tails  
30 - 3" Finale Titanium Salute Shells w/Tails  
18 - 4" Assorted Color Finale Shells  
10 - 5" Assorted Color Finale Shells  
6 - 6" Assorted Color Finale Shells

**Lexington, NC 336-249-6703**  
**336-249-6743 fax [pyronoid@lexcominc.net](mailto:pyronoid@lexcominc.net)**



To see all the details that are visible on the screen, use the "Print" link next to the map.







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 555) 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	Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-283-3352, Fax: 1-304-616-4401	LICENSE/ PERMIT NUMBER	1-NC-057-51-2J-00088
		EXPIRATION DATE	September 1, 2012

NAME: HALE ARTIFICER INC

Premises Address CHANGES? You must notify the FELC at least 10 days before the move.  
DAISY COURT  
LEXINGTON, NC 27292-

TYPE OF LICENSE OR PERMIT  
51-IMPORTER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)  
*Christopher R. Reeves*  
Christopher R. Reeves

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

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.  
HALE ARTIFICER INC  
545 NEW BOWERS RD  
LEXINGTON, NC 27292-

(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 555. The signature on each reproduction must be an ORIGINAL signature.

*Anthony Hale*

Outdoor Pyrotechnics  
Display

**OPERATORS  
LICENSE**

**M**

**2**

**A**

**0**

**Y**

**1**

**3**

**Frederick Sparks**

**License # 1110**



# HALE ARTIFICIER, INC.

## Safety Procedures for Fireworks Displays

**NFPA 1123 Codes are to be followed at all times.**

### **1. Firing Procedure:**

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Insure the site meets all distance requirements.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.
- F. All mortar racks are to be set up and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

**545 NEW BOWERS ROAD, LEXINGTON, NC 27292**

**WWW.HALEARTFIREWORKS.COM**

# HALE ARTIFICIER, INC.

## **2. Termination and Emergency Procedures**

- A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will IMMEDIATELY halt the display, until such a time that the condition can either be corrected, or deleted from the program.
1. The AHJ will also have the authority to halt the display, should any such condition arise.
  2. Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.
- B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.
1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
  2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.
- C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.
1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.
  2. A situation of this nature could cause the rest of the display to be postponed, or cancelled with the communication and cooperation of the AHJ.
  3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.
  4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.



# HALE ARTIFICIER, INC.

D. Ingress and Egress routes are to to be maintained at all times, and are to remain clear for emergency vehicles and personnel.

1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.
2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

### **3. Post Display**

A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.

1. The operator and assistants should allow at least 15 minutes for a “cool-down” period, once the display is completed.
  - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
  - b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

#### 2. Misfired Materials

- a. Identify any and all misfired materials.
- b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
- c. Carefully remove materials from the discharge area.
- d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
- e. Record misfires in the Operator’s display report.

#### 3. Dud Shells

- a. Identify any and all dud shells and their location.
- b. No unauthorized personnel are to be allowed in those areas.
- c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.

## HALE ARTIFICIER, INC.

- d. Carefully remove dud shells, place into a regulation carton and transport back to Hale Artificier, Inc.
  - e. Record duds in the Operator's display report.
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- B. The operator will assist the AHJ in conducting the post-display inspection, and sign off on any documentation the AHJ may require.
  - C. Once that inspection is completed, the operator may clear the on-duty Fire Department personnel.
  - D. The entire discharge area and fallout zones are to be inspected to insure that there are no duds, misfires, or any other materials left on the display site. If necessary, a site check is to be made early the following morning.
  - E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.



**City Council Agenda  
June 19, 2012**

**AGENDA LIST**

**PROCLAMATIONS:**

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

1. Planning Organization Appointments and Reappointments for Board and Commissions.

**NEW BUSINESS:**

1. Request to adopt an ordinance for the demolition of a structure at 1032 Sharpe Avenue under the City of Eden Human Habitation Ordinance.
2. Request for the City Council to ask the City Clerk to investigate the sufficiency of an annexation petition for property located at 331 Wilshire Drive.
3. Consideration of the Certificate of Sufficiency by the City Clerk and approval to hold a public hearing on the annexation petition of property located at 331 Wilshire Drive.

**CONSENT AGENDA:**

1. Request for a temporary sign from the Steppin' Out Shag Club for the Fourth Annual "Reunion at the Rock" on August 4, 2012.

**FYI**