

**Public Hearing
of the Town of Wilmington Town Board,
November 6, 2025 Community Center 6:00 PM**

To join virtual meeting please go to <https://meet.goto.com/townofwilmington>
OR join on your phone by dialing, 1-408-650-3123 Access code:377-399-733.

Attending Officers

Favor Smith - Supervisor

Tina Terry-Preston- Deputy Supervisor

Darin Forbes – Board Member

Tim Follos - Board Member absent

Laura Hooker – Board Member absent

Dawn Stevens – Town Clerk

There were five residents who signed in and none remotely. The hearing was called to order, and the Pledge of Allegiance was recited.

Public Hearing # 1 Local law 1 of 2025

“A local law to override the tax levy limit established in general municipal law § 3-c”

The Public Hearing notice was read Supervisor Smith.

The Supervisor asked the attendees for Comments and questions.

Michelle Preston had a question about the Budget. She was asked to wait till the budget hearing started as this session was for the local law.

Supervisor Smith asked if there were any questions on the Local Law. There were no questions.

The public hearing was adjourned at 6:04. The Supervisor called for a recess till 6:15 when the next hearing would start.

**Public Hearing # 2 Preliminary hearing on the 2026 Budget
and the salaries of elected officials.**

The Hearing was called to order at 6:15, and the Public Notice was read by the Supervisor.

The Supervisor asked for questions and discussions.

Michelle Preston asked a question on the use of bed tax monies. She stated that she agrees with using them for the sidewalks and concerts but stated she does not believe this will remain a solvent revenue in the future.

Darin Forbes agreed and stated that it should not be used for consistent projects.

Michelle Preston questioned the extra Park employees for the summer.

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It was explained that this was to help cover the weekends when the beach and parks were exceptionally busy.

Darin suggested that the employee raise be 5%, due to the fact that we don't know what the town will be able to do next year, and some of the surrounding towns are paying more than us already.

Favor suggested 5% for employees and 4% for elected officials.

Supervisor Smith reminded everyone the Regular monthly meeting of the board would be Wednesday November 12th because of Veterans day.

The meeting was adjourned at 6:31, moved by Darin Forbes seconded by Tina Preston.

Respectfully Submitted,

Dawn Stevens



This Agreement ("Agreement"), effective as of the date of the last signature herein ("Effective Date"), is made by and between the New York State Olympic Regional Development Authority ("Olympic Authority"), a public benefit corporation created by the laws of the State of New York, having its principal place of business located at 37 Church Street, Lake Placid, NY 12946, and the Town of Wilmington (the "Town"), a municipal corporation organized under the laws of the State of New York, with an address located at 7 Community Circle, P.O. Box 180, Wilmington, New York 12997.

WHEREAS, pursuant to Title 28 of the Public Authority Law, the Olympic Authority is charged with the care, control and management of the Whiteface Mountain Ski Center ("Ski Center"), located in the Town of Wilmington, State of New York; and

WHEREAS, the Wilmington Fire District ("Operator") is an all-volunteer not-for-profit municipal agency owned and operated by Wilmington; and

WHEREAS, Operator provides certified ground emergency ambulance services in accordance with 10 NYCRR § 800.21, et al. and Article 30 of New York Public Health Law in the Town of Wilmington and surrounding communities; and

WHEREAS, the Olympic Authority is entering into this Agreement for the protection of the health and safety of the residents and visitors to the Ski Center by contracting for the use of ground emergency ambulance services provided by the Town through Operator.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

A. TERM

This Agreement shall commence on the Effective Date and shall terminate on March 30, 2026 (the "Term"), unless terminated earlier pursuant to Section G(3) herein.

B. OPERATOR SERVICES

1. Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the Olympic Authority, by providing use of a ground emergency ambulance and an ambulance driver ("Services") and incurring expenses under this Agreement, Operator shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the Olympic Authority. As an independent contractor, Operator shall be solely responsible for determining the means and methods of performing the Services contracted for and shall have complete charge and responsibility for Operator's personnel engaged in the performance of said Services.

2. Unless otherwise agreed in writing between the parties, Operator shall have an ambulance on standby to provide Services on the following dates during the Term. Any changes or adjustments to the dates of Service will be provided in writing to Operator's contact for this Agreement at least 24 hours in advance:

- December 25, 26, 27, 28, 29, 30, 31
- January 1, 2, 3, 4, 10, 11, 17, 18, 24, 25, 31
- February 1, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28,
- March 1, 7, 8, 14, 15, 21, 22, 28, 29

Operator shall comply with all Town, County, State, and Federal laws, rules, regulations and standards governing the performance of Services. All volunteers and/or persons employed by the Town and/or Operator shall be competent in the performance of their duties, and hold and maintain applicable and valid

certificates/licenses/accreditations in their respective roles or profession. Operator shall be held accountable for its personnel/volunteer performance, licensing, and actions. Personnel operating the ambulance must be qualified ambulance drivers. Operator's ambulance drivers are not required to be certified Emergency Medical Technicians ("EMTs"). Operator must maintain documentation of compliance with these requirements.

4. The Olympic Authority shall staff ambulances with at least one (1) EMT in attendance with the patient at all times. For purposes of providing care during transit, the Olympic Authority's EMT staff will be acting in the sole capacity as members and personnel of the Town. This means that for the purposes of their duties during transit, the EMTs are considered employees or personnel of the Town and will be covered under the Town's workers' compensation insurance.

5. All Olympic Authority EMTs shall be competent in the performance of their duties under this Agreement, and hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The Olympic Authority's EMTs will provide documentation of compliance with these requirements to Operator upon request.

6. Operator shall provide one (1) ambulance vehicle to meet all Services to be performed under this Agreement.

7. Operator will be responsible for refueling the ambulance vehicle provided to the Olympic Authority.

8. Operator shall maintain detailed lists of equipment, materials and supplies and shall provide for the management and replacement of its equipment, materials and supplies.

9. The Olympic Authority shall be responsible for replacing its own equipment, materials and supplies used and consumed in providing Services under the terms of this Agreement.

10. The ambulance provided by Operator must meet all applicable Federal, State, and local requirements and it shall be the responsibility of Operator to assure that all ambulances are operated within Federal, State and local laws, rules, regulations and guidelines, including any Essex County local guidelines and/or requirements, as well as those set forth in 10 NYCRR 800.21 and Article 30 of New York Public Health Law.

11. Operator shall be solely responsible for performing all billing of patients and third-party payers for Services provided under this Agreement.

C. COMPENSATION

1. In consideration of the Services provided under the terms of this Agreement, the Olympic Authority shall pay the Town in the amount of One Hundred Dollars (\$100.00) per hour. The Town shall invoice the Olympic Authority on a monthly basis for all hours worked during the dates of Service as set forth in Section B(2) during the Term of the Agreement. Each invoice shall detail the dates, hours worked, and total amount due. Payment in full is due within Thirty (30) days from the date of the invoice issued by the Town. All payments will be made payable to the "Town of Wilmington."

2. In addition to monetary compensation, the Olympic Authority shall provide the Town with two (2) corporate ski passes to the Ski Center for the 2025/2026 winter season, each pass valued at Three Thousand Dollars (\$3,000.00). The passes shall be delivered to the Town within fourteen (14) days of the Effective Date of this Agreement.

D. INSURANCE

The Town shall procure and maintain in full force and effect during the term of this Agreement, insurance coverages and types as specified in Exhibit A hereto, issued to and covering damage for liability imposed on the Town and/or Operator by this Agreement or law arising out of any negligent act, error, or omission in the rendering of, or failure to render, professional services required by this Agreement. The Town shall comply with the Olympic

Authority's General Liability and Workers Compensation and Disability Insurance Requirements. The Town shall supply any certificates of insurance required by the Olympic Authority and adhere to any additional requirements concerning insurance outlined therein. The terms and provisions of Exhibit A are incorporated by reference as if fully restated herein.

E. STANDARD OF CARE

Operator shall exercise the same degree of care, skill, and diligence in the performance of its Services as is ordinarily possessed and exercised by members practicing in the same disciplines and performing services of the same or substantially similar nature as are required by this Agreement ("Standard of Care").

F. INDEMNIFICATION

To the fullest extent permitted by law, the Town shall hold harmless, defend and indemnify the Olympic Authority, the State of New York, and/or their respective officers, directors, employees, agents and servants when acting within the course and scope of their employment duties and only if the obligation arises out of or results from the performance of Services herein provided from all suits, claims, liabilities, fines, damages or like claims, including reasonable attorneys' fees, costs and disbursements allowed and fixed by law, for bodily injury or death sustained by any person or damage or destruction to property, including loss of use, arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the Town and/or Operator in performance of the Services provided hereunder. The Town's liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverages required to be maintained under the terms of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

2. The obligation of the Town to indemnify does not extend to those suits, claims, liabilities, fines, damages and types of action which arise out of the sole negligence of the Olympic Authority and its officers, directors, employees, agents and servants.

3. Subject to the availability of lawful appropriations and consistent with Section 8 of the Court of Claims Act, the Olympic Authority shall hold the Town harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Olympic Authority or its officers or employees when acting within the course and scope of their employment.

G. GENERAL PROVISIONS

1. **Agreement Approval:** Each party hereby represents and warrants that all necessary approvals and authority for this Agreement have been obtained and the Town represents that their undersigned representative has the authority to enter into this Agreement.

2. **Assignments:** This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without prior written consent of the other party.

3. **Terminations:** This Agreement shall terminate at the expiration of the term of the Agreement, except that either party may terminate the Agreement in the event the other party materially breaches the terms of this Agreement.

a. The party who desires to terminate this Agreement shall give written notice of the breach to the breaching party and shall specify a period of time, which shall not be less than ten (10) days if practicable under the circumstances, in which the breaching party must either remedy the breach or cease performance under the Agreement.

b. In the event that the breaching party elects to continue performance, it shall either cure the breach or provide a written statement of the steps to be taken in order to cure the breach within ten (10) days of receipt of the written notice pursuant to the preceding paragraph, or such longer period as may be specified in the written notice of the intent to terminate. If the cure or statement of intent to cure is satisfactory to the non-breaching party, it shall consent to a continuation of performance, and such consent shall not be unreasonably withheld.

c. Notices given pursuant to foregoing paragraphs, and any notice or writings required under this Agreement, shall be sent to each party at the address and contacts set forth below, or at such other address as may be specified in a notice given by such party to the other.

4. **Modifications:** No modifications or amendments of any of the terms and conditions of this Agreement shall be effective unless such modification or amendment is expressed in writing and executed by each party to the Agreement.

5. **Relationship of parties:** The parties are acting herein as independent contractors and/or independent employees. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the others in any respect.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action at law, or in equity, for the enforcement of this Agreement or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction in the State of New York.

7. **No Arbitration/Mediation:** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration or mediation (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

8. **Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Town hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Town's actual receipt of process or upon the Olympic Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Town must promptly notify the Olympic Authority, in writing, of each and every change of address to which service of process can be made. Service by the Olympic Authority to the last-known address shall be sufficient. The Town will have thirty (30) calendar days after service hereunder is complete within which to respond.

9. **Local, State and Federal Laws:** Notwithstanding anything to the contrary, the parties agree to observe and abide by all applicable laws, rules, regulations, ordinances and decrees, including, but not limited to those of the United States of America, the State of New York, the County of Essex, the Town of Wilmington, including all of their respective departments, bureaus and administrative agencies.

10. **Waivers:** The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

11. **No Third-Party Beneficiary:** This Agreement is entered into for the benefit solely of the Olympic Authority, the Town and Operator, and nothing contained herein is intended for the benefit of any other person or entity.

12. **Confidentiality:** The Town recognizes and understands that the Olympic Authority is subject to the provisions and requirements of Public Officers Law, Article 6 §§ 84-90, more commonly known as the Freedom of Information Law ("FOIL"). The Olympic Authority will take reasonable steps to protect from public disclosure any records which may be exempt from disclosure under Section 87 of the Public Officers Law provided that: (1) the Town proactively notifies the Olympic Authority in writing of the records it has provided to the Olympic Authority that the Town believes in good faith would cause harm to its competitive position if such records were to be released in responses to a FOIL request; (2) Within ten (10) business days following the Olympic Authority's receipt of any request for disclosure of such records under FOIL, the Olympic Authority shall notify the Town in writing of such request and shall provide the Town with the specific language of the FOIL request, and shall identify any records that the Olympic Authority believes are responsive to such request; (3) the Town shall timely inform the Olympic Authority in writing and in no event later than ten (10) business days after receipt of written notice from the Olympic Authority of the request, that said records should not be disclosed; (4) the basis for supporting the trade secret/competitive injury exemption of such records shall be sufficiently identified by the Town in accordance with applicable law.

13. **Headings:** The headings used herein are for ease of reference only and shall not define or limit the provisions hereunder.

14. **Pending/Future Actions or Litigation:** Each Party warrants that, to the best of each their knowledge, no action, arbitration, audit, hearing, investigation, litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving any applicable governmental body or arbitrator, including any bankruptcy, insolvency or dissolution proceeding, is currently pending against it that would prevent it from performing its obligations under this Agreement, and that to the best of the Parties' knowledge, no such proceedings, as described above, have been threatened against the parties, and that no event has occurred or circumstances exist that may give rise to, or serve as a basis for, the commencement of any such proceedings against it which would affect its performance under this Agreement.

15. **Force Majeure:** Should either the Town, Operator or the Olympic Authority be prevented from or delayed in performing any act required of it hereunder and such prevention or delay is caused by disruption due to unforeseen or unavoidable circumstances including but not limited to: unforeseen or unavoidable construction activities, strikes, labor disputes, Acts of God including but not limited to adverse or hazardous weather events or conditions, war, terrorism, government restrictions including but not limited to those resulting from a government-declared pandemic or epidemic, judicial orders, fire or other casualty, civil commotion, or causes beyond its reasonable control, or if performance hereunder would foreseeably involve either party in or subject it to the effects of a labor dispute and the party therefore withholds or delays performance, making it illegal or impossible to provide or use the Ski Center, it shall have no liability. In such instances, the Town's and Operator's obligations under this Agreement shall be cancelled and the Town and/or Operator shall have no other recourse against the Olympic Authority whatsoever except to obtain monies for services already rendered to the Olympic Authority in accordance with the terms specified herein.

16. **Entire Agreement:** This Agreement shall constitute the final, complete and exclusive written expressions of the intentions of the parties and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by any party or between or among the Parties. No party has made any representations, oral or written, modifying or contradicting the term of this Agreement. The parties agree that this Agreement, when executed, shall constitute a legal, valid and binding obligation, enforceable against each Party in accordance with its terms.

17. **Severability:** In the event that one or more of the provisions of this Agreement shall for any reason be declared unenforceable by a court of competent jurisdiction under applicable laws or regulations, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

18. **Contact Information:** -

a. **Town's contact person for the purpose of this Agreement is:**

Town Supervisor
Town of Wilmington
7 Community Center Circle
Wilmington, New York 12997
townsupervisor@townofwilmington.org

b. **Operator's contact person for the purpose of this Agreement is:**

Cliff Holzer, Jr.
Fire Chief
Wilmington Fire District
1197 Haselton Road
Wilmington, New York 12997

518-946-7187

c. **Olympic Authority's contact person for the purpose of this Agreement is:**

Aaron Kellett
General Manager
Whiteface Mountain
5021 NYS Rt 86
PO Box 1980
Wilmington, New York 12997
akellett@whiteface.com

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last written below.


Town Supervisor
Town of Wilmington

Ashley Walden, President & CEO
New York State Olympic Regional Development Authority (Olympic Authority)
Date



Exhibit A
Olympic Authority Insurance Requirements

It is the policy of the New York State Olympic Regional Development Authority (Olympic Authority) to require all users of Olympic Authority facilities and all Olympic Authority Vendors to obtain policies of insurance with valid certificates of insurance. Therefore, each party (User/Vendor) that enters into an agreement with the Olympic Authority is required to submit certificates of insurance with the following minimum required insurance limits.

Comprehensive Form General Liability:
Each Occurrence / BI & PD Combined Occurrence \$1,000,000
General Aggregate / BI & PD General Aggregate \$2,000,000

To include:

- A. Blanket Contractual Liability
- B. Volunteers as Insureds
- C. Property Insurance equal to Full Replacement Value of User/Vendor's property

Automobile Liability including Hired and Non-owned Liability:

BI & PD Combined each Accident \$1,000,000

Umbrella Liability:

Each Occurrence \$2,000,000
General Aggregate \$2,000,000

New York State Insurance:

Worker's Compensation valid in New York State Statutory
Employer's Liability \$1,000,000

Conditions:

1. Prior to the commencement of the agreement between the Olympic Authority and User/Vendor (Agreement), User/Vendor shall procure all insurance coverage as required by this Attachment. User/Vendor shall maintain such policies in full force and effect for the entire term of the Agreement.
2. All policies of insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.
3. For both workers' compensation and disability benefits insurance, at the time of the signing of the Agreement, User/Vendor shall provide either a CE-200 Attestation of Exemption (can be found by visiting http://www.web.nys.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp) or acceptable proof of compliant coverage as defined in this Attachment. Unless otherwise determined by the Workers' Compensation Board, the following are the only acceptable means of proof:

For workers' compensation:

- a. C-105.2 Certificate of Workers' Compensation Insurance,
- b. U-26.3 Certificate of Workers' Compensation Insurance, or
- c. SI-12 Certificate of Worker's Compensation Self-Insurance

For disability benefits:

- a. DB-120.1 Certificate of Disability Benefits Insurance, or
- b. DB-155 Certificate of Disability Benefits Self-Insurance

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage or disability benefits coverage.

4. User/Vendor acknowledges that, pursuant to Workers' Compensation Law Sections 37 and 220 (8), the Olympic Authority cannot enter into the Agreement without receiving proof of User/Vendor's compliance with or exemption from the coverage requirements of the Workers' Compensation Law.

5. After the initial submission of proof of coverage, User/Vendor shall be required to provide proof of the coverage required by this Attachment within ten (10) business days of request by the Olympic Authority. All required policies of liability insurance must be written such that the Olympic Authority is afforded at least thirty (30) days' notice prior to the effective date of any material change, cancellation or expiration of coverage.

6. **Waiver of Subrogation:** For insurance required pursuant to this Attachment, User/Vendor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the Olympic Authority and the State. With the exception of Umbrella Liability, a Waiver of Subrogation endorsement shall be provided in the certificate of insurance to be provided to the Olympic Authority upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

7. **The certificate holder must be identified on all certificates of insurance as "New York State Olympic Regional Development Authority, 37 Church Street, Lake Placid, NY 12946," who shall be designated as the loss payee.**

8. All certificates of insurance must be completely and accurately completed and shall reflect the date of issuance, name(s) of the insured(s), the carrier, the policy number(s), the coverage period, any deductible or self-insured retention amounts, and each occurrence limit.

9. All required commercial general liability, auto liability, liquor liability and umbrella liability policies of insurance must provide that the required coverage is primary and non-contributory to other insurance available to the Olympic Authority.

10. All certificates of insurance must be signed by an authorized representative of the insurance company. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

11. The Olympic Authority reserves the right to review any policy required pursuant to this Attachment. User/Vendor agrees to provide copies of any relevant required insurance policy in the event of litigation against or involving the Olympic Authority in connection with any act or omission undertaken by either the Olympic Authority or User/Vendor in relation to the Agreement, including, but not limited to, any discovery in connection with such litigation.

12. It shall be User/Vendor's responsibility to ensure that all of User/Vendor's contractors, subcontractors and/or consultants maintain in force during the term of the Agreement the types and amounts of coverage outlined in this Attachment. User/Vendor agrees to indemnify the Olympic Authority from any liability, exposure or damages which occur as a result of a failure to comply with the terms and provisions of this Attachment. User/Vendor shall hold the Olympic Authority harmless from any claims, suits, proceedings or other actions brought by or against any of User/Vendor's contractors, subcontractors and/or consultants for failure to comply with the terms and provisions of this Attachment. User/Vendor shall be solely responsible for User/Vendor's contractors, subcontractors and/or consultants who fail to comply with the requirements imposed by this Attachment.

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional Insured and such policy or policies shall be primary to any other insurance maintained by the New York State Olympic Regional Development Authority and others identified as Additional Insured.

Additional Insured shall be defined by venue as follows:

Whiteface Mountain Ski Center:

1. The State of New York
2. New York State Department of Environmental Conservation
3. Projects at the Veterans Memorial Highway will additionally require the following:
 - a. New York State Department of Transportation

Addresses:

The State of New York
The Capitol
Albany, NY 12210

New York State Olympic Regional
Development Authority
37 Church Street
Lake Placid, NY 12946

New York State Department of Environmental
Conservation
1115 NYS Route 86,
Ray Brook, NY 12977

Venue Addresses:

Bellevue Mountain
181 Galli Curi Road
Highmount, NY 12441

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Olympic Center
2634 Main Street
Lake Placid, NY 12946

Olympic Jumping Complex
5486 Cascade Road
Lake Placid, NY 12946

Mt. Van Hoevenberg
220 Bob Sled Run Lane
Lake Placid, NY 12946

Whiteface Mountain Ski Center
5021 Route 86
Whitington, NY 12997

Olympic Authority
Administrative Building
37 Church Street
Lake Placid, NY 12946

Lake Placid Olympic &
Paralympic Training Center
196 Old Military Road
Lake Placid, NY 12946

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 3RD day of November, 20 25 by and between Young Explosives Corporation of Rochester, NY, hereafter designated Young, and

Town of Wilmington

7 Community Circle
Wilmington, NY 12997
(2025 date to be determined)

hereafter designated the customer, providing for the sale of and an exhibition of fireworks to be located at Wilmington Recreation Park Wilmington, NY

on the date of Friday December 5, 20 25 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".
The Parties hereto mutually agree, one with the other, as follows:

1. **Exhibition of Fireworks Display**
Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference hereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.
2. **Spectator Control**
The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.
3. **Permits**
The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.
4. **Insurance**
 - a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
 - b) Young will provide Workers' Compensation and Disability for the fireworks technicians.
5. **Postponement or Cancellation**
 - a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with no extra charge. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable. Young may incur on behalf of the customer when applicable.
 - b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
 - c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be no charge. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
 - d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

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1 of 3

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. Terms of Payment

- a) The customer agrees to pay Young, or his agent, the total sum of Six Thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:
☒ Night of the Exhibition, or ☐ on 20 25.
- b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 1/2 % per month on any delinquent balance which is not paid until paid in full.

7. Counterpart Execution: Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. Amendments; New York Law

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. Miscellaneous

(a) Customer Contact Name(s) and Information

1. Name: Supervisor Favor Smith 2. Name: _____
Home/Work: 518-946-7174 / 518-946-7179 Home/Work: _____
Cell: 518-637-5188 Cell: _____
Email: townsupervisor@townofwilmington Email: _____
(b) Contact Night of Display _____
Name: Supervisor Favor Smith Name: Supervisor Favor Smith
Cell: 518-637-5188 P.O. #: _____
Time of Display: 7-8 after parade will call ☐ AM ☒ PM Email: townsupervisor@townofwilmington

(d) Insurance Information

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Wilmington

(93813224)

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(e) Customer Requests
List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.
Lots of red and green effects Christmas effects
Email COI, licenses for fireworks permission letter to Supervisor Favor Smith

(f) Permits
☒ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event
☐ Young to apply for the Permit(s) on Customer's behalf.
Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)
☐ ADD the above permit costs to the display price on the front of contract.
☐ INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 6,000.00 Dollars

The parties sign below:

Young Explosives Corp. Display Fireworks (800) 747-1781 (585) 394-1783 (585) 396-2663 Fax P.O. Box 18653 Rochester, NY 14618 www.youngexplosives.com E-Mail: fireworks@youngexplosives.com	Robert A Kesel Young Explosives Corp. Customer (Please Print Name)	Executive Sales Director Title Title
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