

**Village
Board**

Trustees

Rosa Carmona

Frank DeSimone

Agnieszka "Annie"

Jaworska

David Majeski

Martin O'Connell III

Henry Wesseler

Village Clerk

Ilsa Rivera-Trujillo

Village Manager

Evan K. Summers



**Village of Bensenville, Illinois
VILLAGE BOARD
RECREATION AND COMMUNITY BUILDING
COMMITTEE MEETING
AGENDA
6:30 PM March 21, 2017
Or Immediately Following the Infrastructure &
Environment Committee Meeting**

Call to Order

Roll Call

Public Comment (3 Minutes per person with a 30 minute meeting limitation)

Approval of Minutes:

February 21, 2017 Recreation and Community Building Committee Minutes

ACTION ITEMS

1. Consideration of a Resolution Approving an Agreement Between the Village of Bensenville and Mad Bomber Fireworks for the Firework Display on July 4th, 2017 in the Not-to-Exceed Amount of \$42,800.00
2. Consideration of a Resolution Authorizing the Execution of a Demand Response Master Service Agreement with Enerwise Global Technologies, Inc. D/B/ACPower

INFORMATIONAL ITEMS

Adjournment

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 21, 2017**DESCRIPTION:**February 21, 2017 Recreation and Community Building Committee Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:**

Description

Upload Date

Type

DRAFT_170221_REC**3/15/2017****Cover Memo**

Village of Bensenville
Village Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

**MINUTES OF THE RECREATION AND
COMMUNITY BUILDING COMMITTEE**
February 21, 2017

CALL TO ORDER: Chairman Wessler called the meeting to order at 6:27 p.m.

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman Wessler, Carmona, DeSimone, Jaworska, Majeski, O'Connell

Absent: None

Village Clerk, Ilsa Rivera-Trujillo, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, S. Viger, C. Williamsen

Public Comment: There was no public comment.

Approval of Minutes: The December 13, 2016 Recreation and Community Building Minutes were presented.

Motion: Chairman Wessler made a motion to approve the minutes as presented. Trustee Jaworska seconded the motion.

All were in favor. Motion carried.

Vermont Systems: Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing the Execution of a Purchase Order to Vermont Systems, Inc. in the Not-to-Exceed Amount of \$19,294.35 for Annual Maintenance and Hosting Fees for Management Software.

There were no questions from the Committee.

Motion: Chairman Wessler made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Majeski seconded the motion.

All were in favor. Motion carried.

Chicago Blues: Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club.

There were no questions from the Committee.

Motion: Chairman Wessler made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Majeski seconded the motion.

All were in favor. Motion carried.

Chicago Mission: Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Mission Hockey Club.

There were no questions from the Committee.

Motion: Chairman Wessler made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

Chicago Mission: Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club.

There were no questions from the Committee.

Motion: Chairman Wessler made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Majeski seconded the motion.

All were in favor. Motion carried.

Sled Hockey: Village Manager, Evan K. Summers, presented to the Committee a Resolution Establishing a Special Exemption Rate for Sled Hockey Players and Volunteer Sled Hockey Coaches at the Edge Ice Arenas.

There were no questions from the Committee.

Motion: Chairman Wessler made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee DeSimone seconded the motion.

All were in favor. Motion carried.

**Information
Items:**

There were no informational items.

ADJOURNMENT: Chairman Wessler made a motion to adjourn the meeting. Trustee DeSimone seconded the motion.

All were in favor. Motion carried.

Chairman Wessler adjourned the meeting at 6:51 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2017

TYPE:Resolution**SUBMITTED BY:**Bob Flood**DEPARTMENT:**Recreation**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Approving an Agreement Between the Village of Bensenville and Mad Bomber Fireworks for the Firework Display on July 4th, 2017 in the Not-to-Exceed Amount of \$42,800.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

REC

DATE:

March 21st, 2017

BACKGROUND:

The July 4th Pyrotechnics show was formally bid and two bids were received on December 7th, 2016. Addy Pyrotechnics, who has provided the Pyrotechnics Display for the past three years, was the winning bid. However, since that time, Addy Pyrotechnics had their license revoked by the State of Illinois. Mad Bomber Fireworks, the only other bidder, has consistently shown interest in the show, and they believe that they can provide a better show in 2017 than Addy has since 2014.

KEY ISSUES:

Mad Bomber has shown consistent interest in our show over the last 3 years, submitting bids each year and constantly following up after each board meeting for the results. In 2017, The Mad Bomber was the only company that came to see the two possible blast sites, they have stayed in constant contact, and have provided all relevant documents for a safe show. Addy Pyro continued to ask for more time to the extent that the Village did not feel it was the safest course of action, and eventually lost all of their licensing with the ATF, Illinois Dept of Natural Resources and the Illinois Fire Marshall.

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Mad Bomber would not be the provider of a Fireworks Display for the July 4th celebration.
- Discretion of the Committee.

RECOMMENDATION:

Staff recommends that the Village Board approves the Resolution.

BUDGET IMPACT:

The \$42,800 expense is \$4,200 less than the \$47,000.00 included in the 2017 annual budget for fireworks.

ACTION REQUIRED:

Adopt the Resolution approving an agreement between the Village of Bensenville and Mad Bomber Fireworks for \$42,800 for the fireworks display on the evening of July 4th, 2017 in Redmond Park.

ATTACHMENTS:

Description

Upload Date

Type

Mad Bomber Fireworks Proposal**3/15/2017****Backup Material**

Addy Pyro Proposal

3/15/2017

Backup Material

Mad Bomber 2017 Fireworks Resolution

3/15/2017

Resolution Letter

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 EAST HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL. ELGIN, IL 60124 Ph. (847) 464-1442 Fax 847 464-1388

Village of Bensenville

Re: Fourth of July Fireworks 2017-18-19

12 So. Center Street

Bensenville, IL 60106

Dear Fourth of July Commission,

Thank you for your interest in a thrilling and spectacular fireworks display produced by Mad Bomber Fireworks Productions. It would be our pleasure to provide the Community of Bensenville with the most amazing and impressive shows ever.

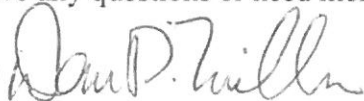
Mad Bomber Fireworks Productions is the premier supplier of premium Fireworks shows and one of the fastest growing display companies in the nation. We are a Full Service company providing a complete range of fireworks presentations from smaller High School Homecomings larger sized Pyro-Musicals (electronically fired fireworks coordinated with music). Please feel free to contact any of our customers listed in the accompanying reference material..

Our submitted proposal, features a sparkling selection of premium fireworks from around the world and across the nation. Your audience will stand up and take note of the our thrilling Grand Opening, spectacular Mid-show Barrage, and a super impressive Grand Finale Closing.

Mad Bomber Fireworks Productions is "fully licensed and insured". Our customers are protected by a complete line of Liability Insurance – Product Liability, Workmen's Comp., D.O.T. Transportation, and Display Liability. Our excellent safety record allows us to provide our clients with \$10,000,000.00 of All Aspect Display Liability Insurance Coverage.

The submitted proposal is a Complete Package that includes the very best in materials, professional presentation, and insurance with no hidden or extra costs. Please do not hesitate to call me if you have any questions or need more information.

Sincerely Yours,



Dan P. Miller, Senior Vice President
Mad Bomber Fireworks Productions

MAD BOMBER

FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 6th day of December, 2016 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

VILLAGE OF BENSENVILLE, 12 So. Center Street

Herein after referred to as Buyer, of Bensenville State, Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase Fireworks Displays in accordance with the program agreed upon. Buyer will pay Seller a sum of \$42,800.00 for each said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Displays on the evenings of the 4th Day of July, 2017, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. In the event of a cancellation due to inclement weather, the alternate display date of July 5, 2017 is agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420 feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: No. 1 Contract Extension. Additionally, Buyer and Seller agree, per Section V of the Bid specifications, that the Buyer reserves the right to renew subsequent years of the multi year extension on a yearly basis and will provide notice to the Seller no later than December 31 of the current year.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By _____

By _____
(Its duly authorized agent, who represents that he/she has full authority to
Bind the Buyer.)

Date _____

Date _____

**ATTACHMENT NO. 1
CONTRACT EXTENSION**

VILLAGE OF BENSENVILLE, ILLINOIS

9. Buyer further agrees to purchase fireworks shows in the years of 2018, and 2019 with a minimum price the same as this year's show. Exact dates to be mutually agreed upon by both Seller and Buyer at least sixty days in advance of show.
10. Seller agrees to provide the same fireworks show for the same price as this year's show for the duration of this contract extension.

MAD BOMBER FIREWORKS PRODUCTIONS

By Don P. Hall

Date 12/06/16

BUYER

By _____
(Is duly authorized agent, who represents that
he/she has full authority to bind the Buyer)

Date _____



MAD BOMBER

FIREWORKS PRODUCTIONS

VILLAGE OF FOX LAKE

AMY SERAFIN 587-3944
MARIO MARTINEZ 973-0033

CARY PARK DISTRICT

Erica Hedlund
847 639-6100

ST. CHARLES PARK DISTRICT

Jeff Greenwald
630 513-4335

VILLAGE OF GLEN ELLYN

James Bourke
630 858-7128

GURNEE DAYS, PARK DISTRICT

Linda Brogren
847 623-7788

VILLAGE OF STREAMWOOD

Chief Chris Clark
630 736-3650

LaGRANGE PARK DISTRICT

Dean Bissias
708 352-1762

CITY OF ROLLING MEADOWS BOLINGBROOK COUNTRY CLUB

VILLAGE OF DEERFIELD
VILLAGE OF WESTMONT
VILLAGE OF WOODRIDGE
CITY OF WOODSTOCK

VILLAGE OF ROSELLE

JEFFREY O'DELL 630 671-2808
MELISSA BRITO 630 671-2817

WILMETTE PARK DISTRICT

William Lambrecht
847 256-9639

YORKVILLE PARK DISTRICT

Tim Evans
630 553-4357

VILLAGE OF ORLAND HILLS

Glenn Bilina
708 349-7211

SOUTH ELGIN RIVER FESTIVAL

Tom Foster
847 207-8635

ROUND LAKE PARK DISTRICT

Scott McClaskey
847 740-1111

CITY OF HIGHLAND PARK

Hayley Gerard
847 926-1046

CITY OF WAUKEGAN
CITY OF MCHENRY/JAYCEE'S
VILLAGE OF LOMBARD
CITY OF ELGIN/GRAND VICTORIA
PARK RIDGE PARK DISTRICT
VILLAGE OF NORTHBROOK

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

VILLAGE OF BENSENVILLE

Annual Independence Day Celebration

Tuesday JULY 4th, 2017- Wed. 2018 - Thurs. 2019

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$42,800.00

INCLUDES THE FOLLOWING:

30 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Ten Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Musical Synchronization.

MAD BOMBER

FIREWORKS PRODUCTIONS

VILLAGE OF BENSENVILLE

Tuesday JULY 4th 2017

The GRAND OPENING of the Show...

THIS WILL PROMPTLY BEGIN THE START OF THE DISPLAY PRODUCTION

- 108 – Variegated Colorfull Floral Bouquet Flowers
- 108 – Thundering Flash Salute Bursts w/Silver Tails
- 36 – 3 inch Red/White & Blue Peonies w/Strobe Tails
- 24 – 3 inch Magnum Titanium Flash Bomb Salutes
- 8 – 4 inch Silver Coconut Palm Trees w/Tails
- 8 – 4 inch Purple Strobe to Green Peony shells
- 8 – 4 inch Glittering Red Spangle Pattern Shells
- 3 – 5 inch Brocade Crown Chrysanthemums
- 2 – 5 inch Crackling Red Dahlia Pattern Shells
- 2 – 5 inch Silver Shimmering Chrysanthemums
- 3 – 6 inch Red to Green Color Changing Peonies
- 3 – 6 inch Majestic Crown Chandelier shells

Let the show begin!

MAD BOMBER

FIREWORKS PRODUCTIONS

3 INCH SHELLS * main body

N.F.P.A. #1123 - 210 Feet

Salute w/tail
Red White & Blue Peony w/tail
Color & Thunder (multi break)
Red Peony
White Peony
Blue Peony
Silver Palm Tree w/tail
Red Ring
Green Ring
Crackling to Blue
Crackling to Green
Golden Kamuro
Red Chrysanthemum w/tail
White Chrysanthemum w/tail
Glitter Silver to Blue
Glitter Silver to Green
Brocade Diadem to Purple w/tail
Brocade Diadem to Blue w/tail
Silver Strobe
White Strobe
Blue Tiger Tail to Salute
Purple Tiger Tail to Salute
Purple Comet to Report
Silver Comet to Report
Red Tiger Tail to Spangle Flower
Green Tiger Tail to Spangle Flower
Gold Tiger Tail to Red Peony
Crackling Comet to Report
Orange Peony w/tail
Turquoise Peony w/tail
Dragon Eggs

Salute W/Titanium Splatter
Color to report (multi-break)
Serpent to report (multi-break)
Silver Peony
Green Peony
Yellow Peony
Golden Palm Tree w/tail
Blue Ring
Double Rings
Crackling to Red
Crackling to Yellow
Crackling Kamuro
Blue Chrysanthemum w/tail
Yellow Chrysanthemum w/tail
Glitter Silver to Red
Glitter Silver to Yellow
Brocade Diadem to Red w/tail
Brocade Diadem w/tail
Golden Strobe
Red Strobe
Red Tiger Tail to Salute
Green Tiger Tail to Salute
Green Comet to Report
Red Comet to Report
Blue Tiger Tail to Spangle Flower
Purple Tiger Tail to Spangle Flower
Silver Tiger Tail to Blue Peony
Red Tiger tail to Silver Peony
Aqua Peony w/tail
Purple Peony w/tail
Twilight Twinkler w/tail

TOTAL 3 INCH SHELLS
240 - 3"

MAD BOMBER

FIREWORKS PRODUCTIONS

4 INCH SHELLS * main body

Blackhead Salute (LOUD)
Color & Salute (heavy report)
Purple Peony w/Silver Pistil
White to Blue Peony w/tail
Red Ring w/Blue Pistil
Blue Glitter w/tail
Swimming Fish w/tail
Multi-Tier Floral Corsage w/tail
Golden Twinkler w/tail
Twilight Twinkler w/tail
Brocade Crown Kamuro w/tail
Red Chrysanthemum w/tail
Blue Peony w/Silver Pistil w/tail
Blue to Red Peony w/tail
Glittering Chrys. To Yellow to Red Peony
Katie-Dids at Night w/rising whistle
Double Rings w/tail
Monarch Butterflies w/tail
Purple Brocade w/tail
Green Peony /Silver Comet
Purple Peony w/report
Varigated Silver
Dahlia to Silver Strobe
Glittering Silver to Blue Chrysanthemum
Tangerine Brocade

N.F.P.A. #1123 - 280 Feet

Titanium Salute w/rising tail
Tourbillion to Heavy Salute (multi-break)
Green Peony w/Yellow Pistil
Red to Silver Peony w/tail
Double Rinds (green & red)
Tequila Sunset w/tail
Waterfall w/tail
Weeping Willow w/tail
Silver Coconut Tree w/Trunk
Green Brocade
Crackling Kamuro w/tail
Golden Chrysanthemum w/tail
White to Purple Peony w/tail
Glittering Chrys. to Green Peony
Glittering Chrys. To Purple to Green Peony
Crossed Rings w/tail
Glitter Delight w/tail
Green Coconut Tree w/Trunk
Red Coconut Tree w/trunk
Red Peony/Silver Comet
Blue Peony w/report
Red to Crackling
Dahlia w/Crackling Pistil
Emerald Willow
Brocade Crown w/tail

TOTAL 4 INCH SHELLS
324 - 4"

MAD BOMBER

FIREWORKS PRODUCTIONS

5 INCH SHELLS * main body

Blue to Red to Silver Peony
Purple to Crackling
Green Octopus
Silver Chrysanthemum w/Blue Pistil
Crossette Glitter w/silver tail
Red Gamboge to Green To Purple Chrsy.
Gold Spider w/Glittering Green & Silver Tail
Brocade Crown
Golden Palm Tree w/tail
White Chrysanthemum w/Red & Blue Pistil
Golden Kamuro w/Strobe Pistil w/tail
X'mas Dahlia w/tail
Purple to Silver Peony
Double Rings
Blue Brocade
Golden Twinkler
Double Hearts
Hour Glass w/Ring
Brocade Chrysanthemum w/pistil
Multi-Colored Peony
Silver Peony w/Red Pistil
Brocade Diadem w/Red Pistil
Kamuro w/Blue Tips
Spider Web to Gold Strobe
Artillery (5 timed reports)

TOTAL 5 INCH SHELLS
180 - 5"

N.F.P.A. #1123 - 350 Feet

Golden Wave to Blue Chrysanthemum
White Chrysanthemum w/Red Pistil
Flashing Stars
Silver Coconut w/tail
Silver Ring w/Purple Pistil
Thousand Color to Crackling
Half Red Half Blue Chrysanthemum w/Pistil
Strobing Willow
Blue Chrysanthemum w/Yellow Pistil
Triple Rings (red/white/blue)
Saturn w/Ring and rising tail
Spangle Chrysanthemum w/pistil
Green Peony w/Purple Pistil
Silver Bees
Yellow to Green Peony w/tail
Crossed Rings
Smiley Face
Star in Circle w/tail
Dragon Eggs
Crackling Kamuro
Silver Peony w/Blue Pistil
Brocade Diadem w/Blue Pistil
Kamuro w/Green Tips
Tiger tail to Blue
Mag Yellow w/Loud Report (multi-break)

MAD BOMBER

FIREWORKS PRODUCTIONS

6 INCH DISPLAY SHELLS

Red Peony
Blue Peony
Thousand Blooming Flowers
Silver Palm Tree w/tail
Red Chrysanthemum w/tail
White Chrysanthemum w/tail
Brocade Diadem to Purple w/tail
Brocade Diadem to Blue w/tail
Silver to Gold Glitter
Kamuro w/green tips w/tail
Blue Peony w/Crackling Pistil
Thrice Color Changing Peony
Saturn Planet w/Rings
Silver Kamuro Chrysanthemum
Green Peony w/Blue Pistil
Red to Green Chrysanthemum
Coconut Tree w/Golden Tail
Trice Color Changing Chrysanthemum
Dragon Eggs
Red to Blue to Silver Peony
Half Silver Half Re Peony
Golden Willow
Color Changing Peony
Willow Diadem to Silver Twinkler

N.F.P.A. #1123 - 420 Feet

Silver Peony
Green Peony
Crackling Kamuro
Golden Palm Tree w/tail
Blue Chrysanthemum w/tail
Yellow Chrysanthemum w/tail
Brocade Diadem to Red w/tail
Brocade Diadem w/tail
Brocade Crown Kamuro
Glittering Gold Chrysanthemum
Green Glitter Strobe
Thunder Flowers w/Tail
Green Peony w/Gold Pistil
Blue Peony w/Golden Pistil
Glittering Silver to Blue Chrysanthemum
Sunflower Chrysanthemum
Purple Peony w/Silver Palm Pistil
Red to Silver to Crackling Pistil
Brocade Crown Kamuro
Green Chrysanthemum w/Blue Pistil
Glittering Silver Peony
Brocade Silver to Crackling w/tail
Shell of Shells w/rising Peonys
Kamuro w/Multi-Blooming Flowers

TOTAL 6 inch Display Shells
108 - 6"

MAD BOMBER

FIREWORKS PRODUCTIONS

The GRAND FINALE !

216 – 2.5 inch Special Pattern Spinning Tourbillions

24 - 3 inch Red Ring Pattern Shells

24 - 3 inch White Ring Pattern Shells

24 - 3 inch Blue Ring Pattern Shells

120 – 3 inch Red White & Blue Strobe Shells

180 – 3 inch Multiple Color Change Peonies

180 – 3 inch Mixed Color Chrysanthemums

144 – 3 inch Special Effect Patterns

TOURBILLIONS, SERPENTS, WHISTLES, TIGER TAILS

60 – 3 inch Coconut Palms w/tails

120 – 3 inch Titanium Salutes w/tails

9 - 4 inch Red White & Blue Peony shells

9 - 4 inch Silver Coconut Palm Tree shells

9 – 4 inch Glittering Spider Web Pattern shells

9 – 4 inch Silver to Blue to Red Peony shells

4 – 5 inch Flickering Chrysanthemum shells

3 – 5 inch Crackling Gold to Red Kamuro shells

4 – 5 inch Red Gambouge to Blue Chrysanthemums

3 – 5 inch Golden Willow Diadem Brocade shells

3 – 6 inch Red to Green Color Changing Peony Shells

3 – 6 inch Deluxe Double Strobing Saturn Pattern Shells

3 – 6 inch Thrice Color Changing Dragon Eye Shells

3 – 6 inch Brilliant Green to Gold Chrysanthemums

The Audience will know the show is over!

**TABLE 3-1.3 MINIMUM RADIUS OF DISPLAY SITE
FOR OUTDOOR DISPLAY OF FIREWORKS.**

SHELL SIZE

3 INCH (76 mm)	210 ft. (43 m)
4 INCH (102 mm)	260 ft. (85 m)
5 INCH (127 mm)	350 ft. (107 m)
6 INCH (152 mm)	420 ft. (128 m)
7 INCH (178 mm)	490 ft. (149 m)
8 INCH (203 mm)	560 ft. (170 m)
10 INCH (254 mm)	700 ft. (214 m)
12 INCH (305 mm)	840 ft. (256 m)
OVER 12 INCH	

APPROVAL OF AUTHORITY
HAVING JURISDICTION.

3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST
TWICE THE DISTANCE SPECIFIED IN 3-1.3.

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT
SHALL BE WAIVED.

3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY,
EXPLOSIVE OR TOXIC HAZARD SHALL BE TWICE THAT REQUIRED BY TABLE 3-1.3.

NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE
NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLATILE
SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.

3-2 DISCHARGE SITE

3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT
THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 25 ft. (7.7 m) OF ANY OVERHEAD
OBJECT.

3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 ft. (23 m) FROM
SPECTATOR VIEWING AREAS AND PARKING AREAS.

EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHEELS
WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALUTES)
THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASED TO 125 ft. (38.5 m).

3-2.3 WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT
THE APPROXIMATE CENTER OF THE DISPLAY SITE.

3353T/NFPA 1123 F89-TC05-15-89/17

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 ATF - Chief, FELC
Correspondence To 244 Needy Road
Martinsburg, WV 25405-0431

4-IN 091 51-7L-00872

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2017

Name
PLANET PROD/MAD BOMB F/WKS/NIGHT MAG DISP/SH

Premises Address (Changes? Notify the FELC of any changes.)
3999 HUPP RD MIDWEST WA
KINGSBURY, IN 46345-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification

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

The licensee or permittee named above shall use a true and correct copy of this license or permit to assist in the transfer of explosives to verify the identity and the quantity of the explosives transferred. The licensee or permittee shall provide a true and correct copy of this license or permit to the recipient of the explosives. A faxed, scanned or e-mailed copy of this license or permit with a signature intended to be an original signature is acceptable. The signature of the licensee or permittee shall be a true and correct copy of a license or permit issued to the licensee or permittee named above for the business or operations specified above under "Type of License or Permit".

PLANET PROD/MAD BOMB F/WKS/NIGHT MAG
DISP/SH
KINGSBURY, IN 46345-

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

ATF Form 5400.10-5400.13 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-0431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: MIAND INC

Business Name: PLANET PROD/MAD BOMB F/WKS/NIGHT MAG
DISP/SH

License/Permit Number: 4-IN 091 51-7L-00872

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: November 1, 2017

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2016-2019**

Registrant: MIAND INC DBA PLANET PRODUCTIONS
Attn: KELLEY HATFIELD TURLEY
3999 HUPP ROAD, BUILDING R-3-1
LA PORTE, IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 063016 553 009YA Effective: 07/01/2016 Expires: 06/30/2019

HM Company ID: 038154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

MAD BOMBER

FIREWORKS PRODUCTIONS

CELL PHONE 219 313-8921

CREW CHIEF WITH OVER (30) YRS. EXP.
VERY FAMILIAR WITH SHOOT SITE...

Randall McCasland
Planet Productions
P.O. Box 418 3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345-0418



License #
IL06-OP-00029-00280

Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT

Randall McCasland
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

Planet Productions


Lawrence T. Metcalfe
STATE FIRE MARSHAL



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

Planet Productions
3999 Hupp Road P.O. Box 418
Kingsbury, IN 46345-0418

IL06-OP-00029

License #

Matt Perez

Matt Perez

STATE FIRE MARSHAL

05/15/2018

EXPIRATION DATE

OP

CLASSIFICATION

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2016

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
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue WA 98004

CONTACT NAME: Kristen Look
PHONE (A/C, No, Ext): 425-586-1016
FAX (A/C, No): 425-451-3716
E-MAIL ADDRESS:

INSURED
Mad Bomber Fireworks Productions
3999 E. Hupp Road, Building R-3-1
La Porte, IN 46350

MIANINC 01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: T.H.E. Insurance Company	12866
INSURER B: Travelers Property Casualty Co of A	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 805478016

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Show Agg GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	CPP010529900	2/4/2016	2/4/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPP010529900	2/4/2016	2/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	ELP001210400	2/4/2016	2/4/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	<input checked="" type="checkbox"/> 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	6JUB9F38368416	2/4/2016	2/4/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured on the General Liability policy per form number CG133F (07/95)

CERTIFICATE HOLDER

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

Blair Taylor

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MAD BOMBER

FIREWORKS PRODUCTIONS

11N485 HUNTER TRAIL, ELGIN, IL 60124 (847) 464-1442 Fax 847 464-1388

INTRODUCTION:

Mad Bomber Fireworks Productions was incorporated in 1990 as Fireworks Partners Inc. DBA: Mad Bomber Fireworks Productions. We provide displays for well over 500 customers each year. We have been serving the needs of community events, sporting events, and corporate events since our incorporation. Our team is comprised of very experienced and highly trained pyrotechnicians. Your crew will be headed by a crew chief that has more than 10 years experience and a team of trained technicians. Mad Bomber provides yearly company sponsored training each June to ensure that all members of our team meet our high safety standards. Your crew chief possesses a State of Illinois Department of Mines and Minerals Explosives License as well as a federal ATF, Explosives users license. Safety is the number one priority at Mad Bomber. We follow ALL: NFPA, DOT, OSHA and ATF regulations in order ensure the utmost in safety of the spectators as well as the crew.

Our mission is to provide you, our customer, with the latest cutting edge pyrotechnics. We can provide state of the art computer programmed pyro-musical displays or standard manual fired displays, all of this while maintaining a very high standard of safety and reliability. Our main goal is to leave your audience dazzled while exceeding your expectations.

We provide the best in choreographed displays. From an ALL electric fired display, to utilizing hand fired portions of the display with the perfect timing of electric firing to provide a seamless display. There will be no dead spots in a Mad Bomber display. The sky will be constantly filled with the latest available pyrotechnic product. Your Finale will be custom designed and electric fired to provide a spectacular ending to your display. This ensures that the finale leaves your audience with their mouths wide open!

INSURANCE:

Mad Bomber carries a full **TEN MILLION-DOLLAR** general liability policy. We were the first in the industry to carry this coverage amount. Our insurance is provided by one of the most respected providers in the industry. Additionally, we carry a full **TEN MILLION-DOLLAR** Department Of Transportation road liability policy. We at Mad Bomber feel that our insurance coverage is the best in the industry, and fully stand behind it.

FIRING EQUIPMENT:

Our firing equipment is specially selected and packed for each individual display. The firing equipment is fully modular including our racks, mortars and all the necessary mounting hardware. We use Convuluted Cardboard, HDPE and Fiberglass mortars with water/fire resistant plugs. Our steel mortars all feature heavy welded caps. All of our equipment meets or exceeds industry standards.

SPECIAL EFFECTS:

Besides our superior product selection, Mad Bomber also has the latest in special effects. We can provide multiple spread effect racks, with a standard of 3 shells fired at the same time in a spreading pattern. We also have available mine runs for a "wall of fire" effect, along with special fronts of effects. Mad Bomber can provide set piece items which include American Flags, Statue Of Liberty, Cartoon Characters, and other unique items. We can also custom make a set piece based on your design or logo for any special event.

MULTIPLE SHOTS

"You've come a long way Baby!"

Multi-shot barrage boxes, or 'cakes' come in a plethora of effects with mortar diameters ranging from one-quarter inch to four inches. Here are the five basic styles of multi-shot boxes:



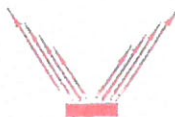
Wiper – fires a row of effects from left to right returning to the left to start the second row of tubes. Also called "Z" box or "Stepper".



Curtain – effects fire left and right outward from the center simultaneously.



Fan – Usually a 5 or 7 angled effect with all mortars in a single row firing at the same time, pausing, then firing continues on the next row.



Angle Wipe – comets or effects are fired at opposite angles creating a "V" shape.



Straight Up – all pyrotechnics are fired at a 90 degree angle. Most of the larger diameter cakes are of this design.

NEW COLORS AND EFFECTS

Innovative and brighter colors will again be at the forefront of our displays this season. Late last year we added these new colors to our inventory:

Amber, Aqua, Chartreuse, Cyan, Lemon, Magenta, Orange, Peach, Turquoise and Violet

We received great feedback from many of our customers on these unique colors.

Mad Bomber Fireworks will also be utilizing some magnesium colors such as:

Mag Green, Mag Lime, Mag Orange, Mag Red and Mag White

Magnesium stars are brighter than normal stars and have longer burn duration. When ordering any of these colors we always use contrasting and complimentary pistils or effects. White Chrysanthemum with Mag Lime Pistil and Silver Serpent with Magenta Stars are examples.

Some of our new special effects include:

Peach Flying Stars, Sky Mines, Silver Turbulence, Two Color Wolf and White Sunflower with Pink Strobing Pistil.

PYRO CHEMISTRY

Did you ever wonder about the myriad of colors produced in fireworks? To the benefit and enjoyment of spectators, the technology of fireworks is advancing and today there are thousands of color combinations available, using only about two dozen colors.

Using the following compounds creates the basic colors of fireworks:

RED	- Strontium
BLUE	- Copper
GREEN	- Barium
YELLOW	- Sodium
VIOLET	- Strontium and Copper
WHITE	- Aluminum or Titanium Metal

FACT – Blue is the most difficult color to produce in Pyrotechnics.



QUALITY CONTROL

Randy McCasland, Mad Bomber's Operations Manager, inspects production at the Kanto Fireworks Factory near Beihai, China last November. Randy toured six different manufacturing sites in China, conducting quality control inspections at many of our suppliers.

THE WOW EFFECT

Wow effects are short duration pyrotechnics that are designed to make an immediate impression on the spectators. Usually, these effects last from one to eight seconds. Some of our wow items for 2010 are:

- Hummer Mines
- 8 Shot Tourbillions and Purple
- 14 Shot Three Layer Mines with Thunders
- 100 Shot Whistling Hammer

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK



SAVINGS BANK

325 SOUTH RANDALL ROAD, ELGIN, IL 60123

016476

70-7291/2719

DATE 12/06/2016

PAY **\$2,140 DOLLARS AND 00 CENTS**

TO THE ORDER OF
VILLAGE OF BENSENVILLE

DOLLARS \$ 2,140.00



Security
watermark
on
back

Daniel P. Miller

DANIEL P. MILLER/MAD BOMBER FIREWORKS PRODUCTIONS
5% BID AMOUNT

AUTHORIZED SIGNATURE

MP

⑈016476⑈ ⑆271972912⑆ 54 285013 9⑈

VILLAGE OF BENSENVILLE

FOURTH OF JULY FIREWORKS DISPLAYS:

INVITATION TO BID

ISSUE DATE: November 17th, 2016

PROPOSALS DUE: December 10th, 2016



Responses may be mailed / hand-delivered in a sealed box or envelope with title and due date marked on the outside of the envelope

**Please submit to:
Attention: Bob Flood
Assistant Director of Recreation
Village of Bensenville IL
12 S Center St
Bensenville, IL 60106
bflood@bensenville.il.us**

1 LEGAL NOTICE

Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 9:30 am local time on Wednesday, December 7th, 2016 and then at said office publicly opened and read for following:

Fireworks for July 4th in 2017, 2018 and 2019

The Village of Bensenville is seeking separate bids for a 3 year agreement to provide a 30 minute fireworks display, to take place on Tuesday, July 4th, 2016, Wednesday, July 4th, 2017, and Thursday, July 4th, 2018.

Plans, specifications and bid forms may be obtained at the Recreation Department, 735 E. Jefferson, Bensenville IL 60106, or by emailing bflood@bensenville.il.us or by calling 630-594-1134.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the bid amount. Checks will be returned to the non-awarded bid companies at the conclusion of the bid review

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.)

Offers shall not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

All bids must be tendered in seal envelopes, and must be clearly marked on the opaque envelope:

Village of Bensenville 2017, 2018 and 2019 Fireworks - BID

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The bids shall be publicly opened at 9:30am on Wednesday, December 7th, 2016 at Bensenville Village Hall 12 S. Center Street.

Ilsa Rivera-Trujillo
Village Clerk

2 BID SPECIFICATIONS

GENERAL TERMS AND CONDITIONS

1. CONDITIONS - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid

deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

3. ADJUSTMENTS TO CONTRACT - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. MULTI-YEAR CONTRACT - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

5. DAMAGES TO PROPERTY

5.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

5.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

5.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins that the Assistant Director of Recreation or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any pre-existing damage before work begins.

6. TIME OF COMPLETION, PENALTY AND LIQUIDATED DAMAGES

6.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

6.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the

Village in the amount of Two hundred fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

6.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village within ten (10) business days of demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

7. MEETING BEFORE WORK BEGINS - It is mandatory that the Contractor meets with the Assistant Director of Recreation or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. SAFETY - While working within the Village of Bensenville rights-of-way, the contractor shall conform to OSHA and IDPH for work zone safety.

9. TAX EXEMPT STATUS – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

10. PRICING - All pricing for goods and services included in this bid shall be good through December 31, 2019.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

CONTRACTOR shall perform all work required to be performed, and shall provide and furnish all labor, materials, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for Fireworks Displays. The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

**Village of Bensenville
Invite to Bid
Fourth of July Fireworks Displays**

The Village of Bensenville is seeking 3-year contract proposals from firms for the provision of the Village's annual Fourth of July Fireworks displays for the calendar years listed below

Section I: Fireworks Displays Specifications

A. General Event information

DATES: Tuesday, July 4, 2017; Wednesday, July 4, 2018; and Thursday, July 4, 2019.

(inclement weather dates to be determined by mutual agreement of the Village of Bensenville and contractor, as necessary)

TIME: approximately 9:30 P.M.

LOCATION:

B. Specifications for Fireworks Displays

1. Durations and Timing of Displays. The contractor shall provide a 30 Minute, continuous aerial fireworks display at the designated location with no delays Between firing. Each display shall commence at 9:30pm, unless otherwise designated by the Village. In the event of inclement weather, the Village, in consultation with the contractor, shall have the final decision on whether the display will be postponed, halted or altered due to unsafe conditions that could endanger the safety of the spectators, operators and/or crew members provide by contractor. In the event the Village postpones the displays and provides a minimum of 48 hour written notice, no financial penalty shall be incurred to reschedule date.
2. Aerial Displays Only. Due to the nature of the discharge location, and to accommodate multiple viewing locations, all fireworks displays must be entirely aerial; ground displays are not to be provided. The size of aerial shells should be such that the display reaches an altitude that can be easily seen above the tree canopy and building obstructions, without exceeding a size limit of 6" shells
3. Music Synchronization. To entertain the large number of spectators at the launching site, the fireworks display shall be synchronized with music and determined by mutual agreement with the Village. The music will be played via loudspeaker at the viewing site.
4. Provision of Labor and Equipment by Contractor. The contractor shall furnish labor, Equipment, supplies, personnel and supervision to provide the fireworks displays.

The contractor shall provide a crew of experienced pyrotechnic operators to deliver, set up and execute entire displays and remove all equipment after displays are finished. The contractor shall not allow any employees to perform work who is intoxicated or under the influence of a controlled substance. For safety purposes, storage of onsite pyrotechnics shall not be placed within 50 feet of any Village building.

5. Cleanup of Shooting Area. The Contractor must clean up the shooting area after each firework display to the satisfaction of the Village. Specifically, and without limitations of the foregoing, the Contractor must remove and properly dispose of all unfired and/or unexploded material. A Contractor representative, along with representatives from the Village, will be required to visually inspect the shooting area at the conclusion of each firework display to determine that the Contractor has satisfactorily cleaned the area.
6. Compliance with National Standards. The Contractor shall conduct each firework display in accordance with national Fire Protection Association standards and guidelines for safety, in accordance with NFPA 1126, standards for the use of pyrotechnics before a proximate audience, 2016 edition.
7. Compliance with Laws. The Contractor shall be required to obtain, at the Contractor's expense, all permits, give all necessary notices, pay all license fees, and comply with all local, state and federal rules and regulations, ordinances and statutes that apply, including without limitation, the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS/227/1 *et seq.* ("Act"). The Contractor assumes complete and sole liability for all federal, state and local taxes that are applicable.

Section II: Qualifications

A. Pyrotechnic Operator's License

The contractor shall present to the Village evidence that all persons involved in the provision of fireworks display are properly licensed pursuant to the Act and any other applicable law.

B. Insurance

- The Contractor shall provide proper insurance protection for the benefit of spectators, which shall take effect upon arrival of contractor's personnel at the site of the displays, and is to remain in effect during and after the display, or until the residuals from the fireworks program are removed from the site. The limits and coverage shall include commercial general liability of \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$5,000 per person medical expenses, \$1,000,000 personal and advertising injury, \$100,000, rented premises damages, \$2,000,000 products-completed operations aggregate.
- Automobile liability combined single limit of \$1,000,000 each accident, Umbrella liability of \$4,000,000 each occurrence, and worker's compensation and employers' liability of \$100,000 each accident.

Section III: Content of Proposals

Each proposal submitted to the Village shall include, without limitation, the following information:

A. Description of the Firm

Describe your firm's structure, areas of expertise, time in business, number of employees and other information that would help characterize your firm.

B. Contents of Proposed Displays

1. Provide written and pictorial description, as appropriate, of the proposed fireworks displays to be provided to the Village.
2. Provide a shell inventory that indicates the number of proposed shell by size, type, show breakdown totals (grand opening, main body and grand finale) and overall total. Detail and indicate how many each size shell would be used for each firework display. Please include information that indicates proposed shell types by break patterns and color.
3. Explain how the proposed displays comply with the specifications set forth in this request for proposals to include aerial only displays and music synchronization.

C. Identification of Operators and Crew Members

Proposals must include a complete list of the on-site managers, display operators and crew members, with listings of licenses, other credentials and years of experience. Bids must also indicate compliance with the licensing obligation set forth in Section II-A of this Invite to Bid.

D. Proposed Fee

State the proposed fee for the provision of the fireworks displays. The village is exempt from all Federal and State tax: bids must quote prices which do not include such tax.

The Village may increase its investment for any fireworks display within a minimum of four months' written notice to the contractor. Fees should include bidder's best net price including delivery and discounts to meet the approval of the Village. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Village, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the Village, and all prices and notations shall be in ink or typewritten.

E. References

All bids must include a completed copy of the enclosed references sheet.

Section IV: Evaluation of Proposals and Selection Process

Village staff will evaluate all properly submitted bids, and will grade and rank all bids received with respect to the criteria set forth in this invite to bid, each proposer's references, past show

performances (when applicable), and the proposed fee. The Village will then select the top preferred bidder, with whom a contract, on a form to be provided by the Village, will be negotiated.

The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The Village reserves the right to make clarifications, corrections, or changes in this invite to bid at any time prior to the time proposals are opened. All bidders or prospective bidders who register with the Village will be informed of said clarifications, corrections, or changes. Prospective proposers are encouraged to register via e-mail to bflood@bensenville.il.us prior to the due date for proposals.

Submitted Bids are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting bids. Issuance of this bid does not obligate the Village to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or design for the preparation of their bid, or for procuring or contracting for the services to be furnished under this bid.

A proposer may withdraw its bid, either personally or by written request, at any time prior to the scheduled deadline for submittals. No bid shall be withdrawn for 60 days after the date set for opening. Bids shall be subjected to acceptance during this period.

The Village reserves the right to accept the bid that is, in its judgement, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted in the invite to bid process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their bids.

Section V: Termination of Agreement

The Village of Bensenville reserves the right to terminate the agreement at any time as a result of poor vendor performance. Cancellation will not release the vendor from legal remedies available to the Village. If the contract is an extended term agreement, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty days (60) prior to its effective date.

Section VI: Submittal Procedures

A. Question and Clarifications

All questions regarding this proposal should be directed in writing to Bob Flood, Assistant Director of recreation for the Village of Bensenville, at bflood@bensenville.il.us Questions will be accepted until December 5th, 2016.

B. Invite to Bid Submittals

Bids must be submitted in a sealed envelope or box and in hard copy format. Digital copies will not be accepted, and all bids should be addressed to:

Bob Flood
Assistant Director of Recreation
Village of Bensenville
735 E Jefferson St
Bensenville, IL 60106

ATTN: Fourth of July Fireworks Displays: 2017, 2018 and 2019

Bids must be received by U.S. mail, other carrier, or hand delivery no later than December 7th, 2016 at 9:00am. The bid opening will be held at 9:30am in the village board room, located on the 2nd floor of Bensenville Village Hall, 12 S Center St, Bensenville, IL 60106

Section VI: Anticipated Project Timeline*

- Bid released and posted on Village website: November 17th, 2016
- Due date for bid related Questions: Monday, December 5th, 2016
- Response provided to bid questions: Tuesday, December 6th, 2016
- **Invite to Bid Due Date: December 7th, 2016 9:00am**
- Selection of Firm: Wednesday, December 21st, 2016
- Approval of Professional Services Agreement: January 31st, 2017

* All deadlines are listed in Central Standard Time Zone

Village of Bensenville

12 S Center St.

Bensenville, IL 60106

P: (630)766-8200

Request for Proposals – References sheet

July 4, 2017-2019, Fireworks Display

Show Provider Business Name: MAD BOMBER FIREWORKS PRODUCTIONS
Contact Person: DAN MILLER
Mailing Address: 11N485 HUNTER TRAIL
City, State Zip: ELGIN, IL 60124
Telephone Number: () 847 464-1442
Fax Number: () 847 464-1388

REFERENCES

Organization: VILLAGE OF GLEN ELLYN
Contact person: JIM BOURKE MAYOR ALEX DEMOS
Mailing Address: 705 HILL AVE.
City, State Zip: GLEN ELLYN, IL 60137
Telephone Number: () 630 858-7128 630 469-8055
Fax Number: () 630 469-2050
Length of Association: 25 YEARS

Organization: WILMETTE PARK DISTRICT
Contact person: WILLIAM LAMBRECHT
Mailing Address: 3555 LAKE AVE.
City, State Zip: WILMETTE, IL 60091
Telephone Number: () 847 256-9639 CELL 847 980-4131
Fax Number: () 847 256-8912
Length of Association: 25 YEARS

Organization: VILLAGE OF ROSELLE
Contact person: JEFF O'DELL, VILLAGE MGR.
Mailing Address: 31 SO. PROSPECT STREET
City, State Zip: ROSELLE, IL 60172
Telephone Number: () 630 417-218 CELL
Fax Number: () 630 980-8558
Length of Association: 16 YEARS

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Village of Bensenville:

MAD BOMBER FIREWORKS PRODUCTIONS



Signature

Signature

SR. VICE PRESIDENT

Title

Title


12/06/16

Date

Date

VILLAGE OF BENSENVILLE

BID COMPLIANCE CERTIFICATION

I, , having been first duly sworn, depose and
(owner/authorized company representative)

state as follows:

MAD BOMBER FIREWORKS PRODUCTIONS ("Contractor"), having submitted a proposal for:
(Name of Company)

2017-2018-2019 FIREWORKS SHOWS to the Village of Bensenville, hereby

certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

DAN P. MILLER

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.

5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

6. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: Dan P. Trill
(Officer or Owner of Company stated above)

Title: Sr. Vice President

SUBSCRIBED AND SWORN to before me

this 6 day of December, 2016.

Kathi J. Mettelle
NOTARY PUBLIC





Hank Addy
815.592.2228
pyro@addypyrotechnics.com

To whom it may Concern,

We are Addy Pyrotechnics Inc., located in rural Joliet, IL. Our family has been working with pyrotechnics for years before we decided to become a legal pyrotechnic company in 2011 and start doing professional Firework Displays.

My two sons, many pyro technicians, and I, make up our company. Our family has tried many ventures over the years and pyrotechnics have been our most rewarding of all them. My wife helps by making batches of chocolate chip cookies and making food runs.

I can say we LOVE pyrotechnics, the thrill of spending hours choreographing the display show, working sometimes days in the heat to make thousands of spectators OOOH and AAAH over what we designed. It is such a thrill!! We take great pride in never have two shows the same!

At our shows there have been many mayors, village leaders, person responsible for planning firework displays. These individuals are experts at appreciating firework displays and have shared with us our shows are some of the best they have ever seen.

Bob Flood has been a blessing to work with and has great insight into what the Village of Bensenville community truly is looking for during the special July 4th holiday.

We have had the privilege of designing and shooting a couple shows for the Village of Bensenville, and would cherish continuing the honor!

Thank you for your considering our family pyrotechnics company, Addy Pyrotechnics, to make the Village of Bensenville OOOH and AAAAH!!

Hank Addy



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: **3IL01168**

11/12/2013

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

HENRY MICHAEL ADDY

11/29/1956 394586363

PARTNER
(815)592-2228

1905 CECILY DR ,
JOLIET, IL 60435

and is ONLY valid under the following Federal explosives license/permit:

3-IL-197-23-6M-01168

ADDY, HENRY & BRADLEY
ADDY PYROTECHNICS
1905 CECILY DRIVE
JOLIET, IL 60435

Dear HENRY ADDY:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

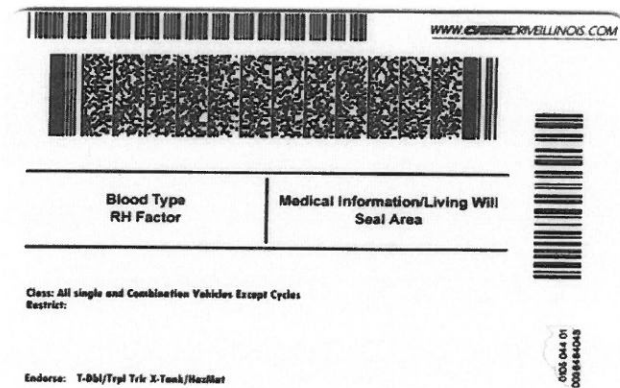
FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV



State of Illinois }
County of Will } SS.

No. 27940

Certificate of Ownership of Business

This certifies that

**ADDY PYROTECHNICS
1905 CECILY DRIVE
JOLIET, IL 60435**

has filed a Certificate of Ownership of Business in the office of the
Will County Clerk, Joliet, Illinois

Dated: November 30, 2012

Nancy Schuyler
Will County Clerk

This certificate does not indicate compliance with local zoning or state and federal tax laws. Post this certificate in place of business. 500/1-76

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

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

3-IL-197-23-6M-01168

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

December 1, 2016

Name

ADDY PYROTECHNICS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

1905 CECILY DRIVE
JOLIET, IL 60435-

Type of License or Permit

23-IMPORTER 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.)

ADDY, HENRY & BRADLEY
ADDY PYROTECHNICS
1905 CECILY DRIVE
JOLIET, IL 60435-

Licensee/Permittee/Responsible Person Signature

Position/Title

11-18-13

Printed Name

Date

Previous Edition is Obsolete

ADDY, HENRY & BRADLEY, 1905 CECILY DRIVE, JOLIET, IL 60435-0116, 11-18-13, 2016-23-IMPORTER OF EXPLOSIVES

ATF Form 5400.11-5-100-15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ADDY, HENRY & BRADLEY

Business Name: ADDY PYROTECHNICS

License/Permit Number: 3-IL-197-23-6M-01168

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: December 1, 2016

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: ADDY, HENRY & BRADLEY

Federal Explosives license/permit no.: 3-IL-197-23-6M-01168

NOTICE DATE: 08/15/2016

Expiration Date: December 1, 2016

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 23-IMPORTER OF EXPLOSIVES

- 1 **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 1905 CECILY DRIVE
JOLIET, IL 60435

Mailing Address:

ADDY, HENRY & BRADLEY
ADDY PYROTECHNICS
1905 CECILY DRIVE
JOLIET, IL 60435

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 2
Number of EMPLOYEE POSSESSOR(S): 9

LAST NAME, First Name, Middle Name Clearance Status

RESPONSIBLE PERSONS:

2

0001 ADDY, BRADLEY MICHAEL
0002 ADDY, HENRY MICHAEL

Cleared
Cleared

EMPLOYEE POSSESSORS:

9

0001 ADDY, MICHAEL HENRY
0002 BESICH, MICHAEL JOSEPH
0003 CANGELOSI, PETER III

Cleared
Cleared
Cleared

continued

LAST NAME, First Name, Middle Name Clearance Status

0004 DUERKES, MICHAEL JAMES
0005 GIFFORD, JAMES EDWARD
0006 KOUKOL, MICHAEL WILLIAM
0007 LEWIS, TIM TODD
0008 LOSTER, JOSEPH CHARLES
0009 NICKL, JOHN LOUIS

Cleared
Cleared
Cleared
Cleared
Cleared
Cleared



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Sponsor:

Village Of Bensenville

12 S Center Street

Bensenville, IL 60106

CONTRACT

This contract entered into this __7th__ day of _December_, 2016 engages the services of Addy Pyrotechnics (hereinafter referred to Addy Pyrotechnics ") to produce and perform a pyrotechnic display on behalf of Sponsor under the following terms:

1. The date(s) of the display shall be **9:30pm July 4th 2017-2018-2019**. In case of inclement weather, the display will be rescheduled for **THE FOLLOWING DAY.** In the event inclement weather forces the cancellation of the rescheduled display date, and the parties cannot agree to reschedule the display within 90 days of the rescheduled display date, the display shall be deemed cancelled. In the event of cancellation, Addy Pyrotechnics shall refund payment to Sponsor after deducting the sum of 30% for labor and restocking charges, unless the display is called-off prior to arrival of the crew and equipment. Addy Pyrotechnics shall have complete authority to cancel the display if, in the reasonable opinion of Addy Pyrotechnics, the health, safety, and wellbeing of the pyro technicians and/or spectators would be jeopardized by proceeding with the display including inclement weather or imminent threat thereof.

2. Addy Pyrotechnics, is proposing two separate Display Plans: Display Plan 1. July 4th display for \$44,750.00 x 3yrs = \$134,250.00. Display Plan 2. July 4th Display PLUS an additional smaller display, (valued at \$6,000.00) for \$47,000.00 x 3yrs = \$141,000.00.

Display Plan 1 and 2. Sponsor shall pay Addy Pyrotechnics an initial fee of 44.69% (\$20,000.00) upon signing this contract.

Display Plan 1. Sponsor shall pay Addy Pyrotechnics second payment on April 1, 2017, 2018, and 2019 which will be one quarter of the total cost 27.65% (\$12,375.00). The remaining one quarter of the



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Display shall be paid prior to the Display on July 4, 2017, 2018, and 2019. A late fee of 7.5% per month shall apply to any unpaid balance remaining beyond July 6th, 2017, 2018, and 2019 time period.

Display Plan 2. Sponsor shall pay Addy Pyrotechnics the second payment of total display on April 1, 2017, 2018, and 2019 in the amount of 28.72% (\$13,500.00). The remaining one quarter shall be paid prior to the Display on July 4, 2017, 2018, and 2019. A late fee of 7.5% per month shall apply to any unpaid balance remaining beyond July 6, 2017, 2018, and 2019.

Display Plan 2's smaller Display (\$6,000.00 value) date will be agreed upon with Bensenville.

3. Sponsor shall procure and furnish a suitable location for the fireworks display with adequate distances from audience, roof tops, flammable materials and other hazards in compliance with NFPA 1123 guidelines. Sponsor shall secure all police, fire, local and state permits, and shall arrange for all security bonds if required by law for the location of the display. The sponsor and Addy Pyrotechnics shall work together to furnish all necessary police, fire and other appropriate protection necessary for proper crowd control and protection, automobile parking, and supervision in clearing of debris after the display. Sponsor shall be solely responsible for keeping all unauthorized persons out of the display firing area and behind the safety zone lines.

4. The amount, size and description of the fireworks display is identified in the proposal. Addy Pyrotechnics reserves the right to make substitutions as to the amount, size and description of fireworks as is reasonably necessary to address health and safety concerns should they arise.

5. Addy Pyrotechnics shall provide qualified pyro technicians who shall deliver, set-up, execute, dismantle and cleanup the pyrotechnic display. The pyro technicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The search shall be reasonably dictated by such elements including, but not limited to terrain, ground cover, weather conditions and time of completion of display. Clean Up: Addy Pyrotechnics pyro technicians will provide reasonable cleanup for the site immediately following the display and the day after the last event. All equipment, firework packaging, and larger debris will be removed to the best of the crew's ability before leaving the display area. After our cleanup small bits of paper, cardboard and fuse will remain but should disappear with ordinary weather and/or lawn mowing. In concentrated areas of debris particles for example, Addy Pyrotechnics uses leaf rakes if the site allows, with our best effort to clean up the majority of the debris for the Sponsor.



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

6. Addy Pyrotechnics will conduct a thorough and reasonable search of the display area before departure, in an attempt to locate any damages or unexploded shells. Sponsor acknowledges that an early morning search of the area is of utmost importance, or as soon as reasonably possible following the display. This search is to locate anything abnormal including site damage or unexploded fireworks that might not have been spotted by Addy Pyrotechnics. In the event that Sponsor, in the days following the event, discovers any unexploded fireworks, Sponsor shall immediately contact Addy Pyrotechnics and Addy Pyrotechnics shall be responsible for removing said fireworks as soon as possible after receipt of such notice. Please notify Addy Pyrotechnics via cell phone **815-592-2228** or alternative **815-592-2772**.

7. Insurance: Unless otherwise agreed, Addy Pyrotechnics shall provide General Liability Insurance naming the Sponsor as an additional insured party. A certificate evidencing liability insurance shall be provided to Sponsor before the display. Sponsor shall notify Addy Pyrotechnics of any additional insured's prior to issuing the insurance certificate.

Addy Pyrotechnics is also covered with five million of MCS-90 Transportation insurance which is compliant with Dept. of Transportation regulations supplied by Addy Pyrotechnics or subcontractor.

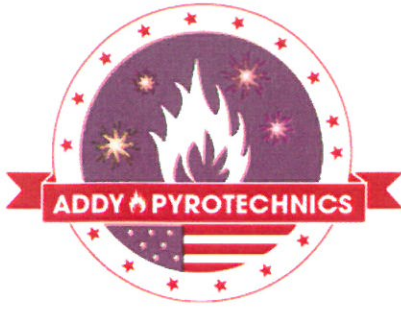
8. Addy Pyrotechnics agrees to comply with applicable National Fire Protection Association (NFPA) codes and standards in effect at the time of the display and to comply with all provisions of the Uniform Fire Code.

9. Addy Pyrotechnics shall take all steps reasonably anticipated to safeguard spectators and Sponsor's property. Should any losses occur which Sponsor believes are the result of an act of negligence by Addy Pyrotechnics, Sponsor shall immediately notify Addy Pyrotechnics of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and provide as much detail as possible regarding the extent of the loss.

10. In the event of fire, accident, flood, act of God or other causes beyond the control of Addy Pyrotechnics which prevents Addy Pyrotechnics from performing under this contract, other than inclement weather, both parties agree to terminate this contract and all performance requirements and damages resulting therefrom.

11. The Sponsor shall pay to Addy Pyrotechnics all cost and expenses, including reasonable attorney's fees, incurred by Addy Pyrotechnics with enforcing the terms of this Contract.

12. Sponsor agrees to indemnify and hold harmless Addy Pyrotechnics for any and all costs and liabilities which Addy Pyrotechnics may incur as a result, or arising out of products or services not



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

supplied by Addy Pyrotechnics or the actions of individuals other than the pyro technicians and employees of Addy Pyrotechnics.

13. This Contract shall be construed by laws of the state of Illinois. In the event that any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

14. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed

In writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract.

15. The party signing this document on behalf of Sponsor warrants and represents that (s)he is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

X _____

Sponsor

X _____

(Print name and title)

COMPANY NAME: Addy Pyrotechnics



Company Representative



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

**9:30 START OF THE FIREWORKS DISPLAY COMPLETE SHOW
INCLUDING GRAND FINALE 30 MIN DURATION, 27 MIN FOR THE BODY
3 MIN FOR THE GRAND FINALE**

Bensenville Effects Count Body of show

Executive summary Main Body Fireworks Display

3 inch aerial effects 288

4 inch aerial effects 576

5 inch aerial effects 394

6 inch aerial effects 234

Total count for the body of the Display is 1492



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Grand Finale Fireworks Display

3 Min Duration

Executive summary For the Grand Finale Fireworks Display

2.5 inch aerial effects 216

3 inch aerial effects 1931

4 inch aerial effects 324

5 inch aerial effects 49

6 inch aerial effects 38

Total count for the Grand Finale of the Display is 2558

Total count for entire Display is 4050

Total price of the Fireworks Display will be \$47,000.00



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Main Choreographed Body of show.

3" assorted aerial Effects

288 3" Effects and Aerial Shells

Red Peony, Yellow Peony, Green Peony, Blue Peony, Golden Peony, Silver Peony, Purple Peony, Red & Blue Peony, Red & Green Peony, Red To Yellow Peony, Red To Silver Peony, Golden To Silver Peony, White To Purple Peony, Silver To Purple Peony, Golden Wave To Silver, Golden Wave To Purple, Golden Wave To Blue, Colors Dahlia, Silver Wave To Red, Silver Wave To Green, Silver Wave To Blue, Silver Wave To Purple, Red & Silver Peony, Golden & Silver Peony, Green To Silver Peony, Silver To Golden Peony, Silver To Blue Peony, Red To Crackling, Yellow To Crackling, Blue To Crackling, Green To Crackling, Silver To Crackling, Yellow To White Peony, Blue To Red Peony, Green & Purple Peony, Color PeonyBlue Chrys. w/Blue Tail, Blue Peony w/Coconut Tree Pistil w/Red Tail, Blue Peony w/Red Pistil w/Red Tail, Blue to Crackling w/Green Tail, Brocade Crown w/Strobe Pistil w/Green Tail, Color Diadem w/Blue Tail, Color to Crackling w/Green Tail, Crackling Diadem w/Blue Tail, Diadem Chrys. to Green w/Green Tail, Diadem Chrys. to Red w/Green Tail, Diadem Chrys. to Strobing w/Green Tail, Dragon Eggs w/Green Tail, Glittering Blue w/Silver Tail, Golden Flashing w/Silver Tail, Golden Peony w/Crackling Pistil w/Red Tail, Golden Wave to Blue w/Silver Tail, Golden Wave to Color w/Silver Tail, Green Chrys. w/Red Tail, Green Flashing w/Blue Tail, Green Peony w/Coconut Tree Pistil w/Red Tail, Purple Chrys. w/Blue Tail, Purple Chrys. w/Red Flower Core w/Blue Tail, Red & Purple Glittering w/Silver Tail, Red Peony w/Coconut Tree Pistil w/Red Tail, Silver Wave to Green w/Silver Tail, Silver Wave to Red w/Silver Tail, Silver Wave to Yellow w/Silver Tail, Variegated Willow w/Silver Strobe w/Green Tail, White Chrys. w/Blue Tail, White Flashing w/Silver Tail, White Twinkling Chrys. w/Blue Tail, Yellow & Blue Chrys. w/Blue Tail, Yellow Chrys. w/Red Tail, Yellow Peony w/Coconut Tree Pistil w/Red Tail, Yellow Peony w/Purple Pistil w/Red Tail, Yellow to Crackling w/Green Tail White Strobe Peony w/Silver Tail, Green Strobe Peony w/Green Tail, Red Strobe Peony w/Red Tail, Lemon Strobe Peony w/Blue Tail, Super Brocade Crown w/Gold Tail, Flower Crown w/Gold Tail, Silver Crown w/Gold Tail Red To Golden Crackling Chrys. Flower, Green To Golden Crackling Chrys. Flower, Blue To Golden Crackling Chrys. Flower, Yellow To Golden Crackling Chrys. Flower, Purple To Golden Crackling Chrys. Flower, Silver Crackling Stars, Dragon Eggs, Red Ball, Green Ball, Blue Ball, Sea Blue Peony, Pink Peony, Red Peony W/Coconut Pistil, Green Peony W/Coconut Pistil, Blue Peony W/Coconut Pistil, Grass Green Peony, Orange Peony, Half Red & Green Peony, Half Purple & Green Peony, Brocade Red, Brocade Yellow, Brocade Crown, Diadem Chrys. W/Coconut Tree Core, Brocade Crown W/Strobe Pistil, Golden Willow, Diadem Chrys. To Blue, Willow To Silver Crown, Silver



Hank Addy

815.592.2228

pyro@addypyrotechnics.com

Main Choreographed Body of show. 4" assorted aerial shells

576 4" Effects and Aerial shells

Red Peony, Yellow Peony, Blue Peony, Green To Golden Flashing, Golden To Crackling, White Flashing W/Red Pistil, Red To Yellow Peony, Blue To Red Peony, Green To Yellow Peony, Golden Wave To Purple, Glittering Red To Crackling, Glittering Red To Green Flashing, Glittering W/Crackling Pistil, Dahlia Yellow, Brocade Golden, Diadem Chrys. W/Strobing Pistil, Golden Spider, Silver Spider RED TO CRACKLING, BLUE TO CRACKLING, SILVER TO CRACKLING, RED PEONY W/PALM CORE, BLUE PEONY W/PALM CORE, GREEN PEONY W/PALM CORE, RED TO PURPLE PEONY, BLUE CHRY, RED TO SILVER CHRY, Blue Chrys, Blue Peony w/Red Pistil, Blue to White Strobe, Brocade Crown w/Strobe Pistil, Color Diadem, Crackling Willow, Dahlia Yellow, Diadem Chrys. to Strobing, Diadem Chrys. w/Coconut Tree Core, Dragon Eggs, Glittering Color, Glittering Silver to Crackling, Glittering White w/Red Pistil, Golden Peony, w/Crackling Pistil, Golden to Crackling Crossette, Golden Wave to Green, Green Chrys, Green Chrys. w/Crackling Core, Green Peony w/Coconut Tree Pistil, Half Red & Blue w/Silver Pistil, Purple Chrys. w/Red Flower Core, Purple Peony w/Silver Pistil, Purple to Golden Crossette, Purple to Golden Peony, Red Chrys. w/Golden Palm Tree Core, Red Swimming Star, Silver Wave to Blue, Silver Wave to Green, Silver Wave to Purple, Variegated Willow w/Green Strobe, White Flashing, White Twinkling Chrys.



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Main Choreographed Body of show. 5" assorted aerial shells



179 5" Effects and Aerial Shells

Silver To Golden Peony, Red To Yellow To Blue Peony, Golden Wave To Red To Green, Golden Wave To Red To Blue, Red To Green Flashing Big Willow, Red Wave To Small Color Flower, Red Crossette, Golden Crossette, Golden Spider W/Green Strobe Pistil, Half Red & Green Peony, Red To Green Peony W/Silver Pistil, Silver Time Rain Coconut Tree, Blue To Red To Green Flashing, Green To Silver W/Red Pistil, Red To Time Rain Chrys, Blue To Time Rain Chrys, White Flashing Dahlia, Green Flashing Dahlia Red Peony W/Coconut Tree Pistil, Silver Peony W/Red Pistil, Red To Blue To Silver Peony, Half Silver & Red Peony, White Flashing Big Willow, Brocade Golden, Brocade Crown W/Strobe Pistil, Silver Time Rain Crossette, Golden Spider W/Green Strobe Pistil, Grass Green Peony, Golden Wave To Purple W/Golden Flashing Pistil, Orange Peony, Yellow Chrys. W/Green Pistil, Glitter Coconut Tree, Brocade Crown Horse Tail, Silver Crown Horse Tail, Color Bees W/Multi-Salute, Blue To White Flashing Big Willow



203 5" Effects and Aerial Shells

Blue Chrys. w/Thousand Flowers w/Red Tail, Blue Chrys. w/Yellow Pistil w/Green Tail, Dragon Eggs w/Coconut Tree Pistil w/Blue Tail, Green Peony w/Coconut Tree Pistil w/Blue Tail, Glittering Silver to Red w/Crackling Pistil w/Green Tail, Golden to Silver Chrys. w/Blue Pistil w/Silver Tail, Half Purple & Half White Peony w/Blue Tail, Golden Wave to Purple w/Silver Ring Pistil w/Red Tail, Green Chrys. w/Silver Crossette Core w/Silver Tail, Green to White Flashing Chrys. w/Silver Tail, Purple Chrys. w/Red Pistil w/Green Tail, Purple to White Flashing Chrys. w/Blue Tail, Red to Blue & Crackling Stars w/Red Tail



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Main Choreographed Body Of Show 6" assorted aerial shells



105 6" Effects and Aerial Shells

Red To Green To Yellow Peony W/Blue Pis, Golden Wave To Purple W/Silver Ring Pistil, Thousands Golden & Green Glitter, Brocade Crown W/Strobe Pistil, Silver Spider W/Strobe Pistil, Green Flashing Big Willow, Purple To Green To White Flashing, Blue To Red To Green Flashing, Silver Spike (Silver To Spin)Blue To Golden To Purple Peony, Red Peony W/Coconut Tree Pistil, Red To Yellow To Blue To Green Peony, Blue To Green Flashing Big Willow, Purple To Green To White Flashing, Golden Spider W/Green Strobe Pistil, White Flashing Big Willow, Chinese Rain Storm, Blue Dark Green PeonyRed To Blue & Crackling Stars, Green Diadem To Silver W/Red Pistil, Silver Crossette, Thousands Color Chry. w/Coconut Tree Pis, Multi Blooming Crackling w/Silver Coco.Tree Core, Golden To White Flashing Big Willow, Golden



105 6" Effects and Aerial Shells

Glittering Silver to Blue Chrys. w/Red Tail, Golden Wave to Green to Yellow w/Blue Tail, Golden Wave to Purple w/Silver Ring Pistil w/Silver Tail, Half Red & Silver. Chrys. w/Half Silver & Red Pistil w/Green Tail, Red Diadem to Green w/Purple Pistil w/Red Tail, Green Peony w/Coconut Tree Pistil w/Blue Tail, Red to White to Blue to Silver Peony w/Silver Pistil w/Silver Tail, Silver to Blue Chrys. w/Red Pistil w/Green Tail. Blue to White Strobe w/Red Tail, Golden Strobe Coconut Tree w/Blue Tail, Purple to Green to White Flashing w/Silver Tail, Purple to White Flashing Chrys. w/Green Tail, Red to White Flashing Chrys. w/Red Tail, Silver Strobe w/Blue Tail, White Flashing w/Crackling Pistil w/Silver Tail, White to Blue to Golden Flashing w/Green Tail, Yellow to White Flashing Chrys. w/Blue Tail.



Hank Addy
815.592.2228
pyro@addypyrotechics.com



Special Yung Feng (Top Quality) Shells For body of the show

5" Quantity 12

Crackling Nishiki Kamuro Niagara Falls w/Blue Pistil, Golden Silk Chrys. w/Tail-Gold, Golden Strobing Chrys. In Blue Circle w/Blue Pistil w/Tail-Blue, Golden Strobing Chrys. w/Multi-Color Meteor Stars Pistil, Green to Magenta to Crackling Ghost, Half Green & Half Purple Peony w/Nishiki Kamuro Circle w/Tail-Golden Strobing, Variegated Falling Leaves Bouquet Shells,

6" Quantity 24

1/4 Red, Green, Purple, Yellow Peony w/Crackling Pistil w/Tail-Purple, Aqua Magic Peony w/Smile Face, Blue to Red Strobing Peony w/Green Pistil w/Rising Small Flowers, Green Strobing Nishiki Kamuro w/Green Strobing Pistil w/Tail-Green, Nishiki Kamuro w/Blue Outer & Golden Strobing Inner Double Pistil w/Tail-Red, Nishiki Kamuro to Red Strobing Tip w/Green Strobing Pistil w/Tail-Strobing, Reddish Gamboge to Blue to Red Strobing Chrys. w/Golden Strobing Pistil w/Small



Hank Addy
815.592.2228
pyro@addypyrotechnics.com

Grand Finale

2,5" 216 Titanium Salutes and tails (Bright White Flash Very loud)

3" 1,931 Assorted Aerial Shells + tails + Titanium Salutes (Bright White Flash Very Loud)

4" 324 Assorted Aerial Shells + tails

5" 37 Assorted Aerial Shells +12 Special Yung Feng Shells (Superior Product) Total=49

6" 28 Assorted Aerial Shells+ 10 Special Yung Feng Shells (Superior Product) Total= of 38



VILLAGE OF BENSENVILLE

Village Board

President
Frank Soto

November 5th, 2014

Trustees

Morris Bartlett
Susan Janowiak
Robert Jarecki
Martin O'Connell, III
JoEllen Ridder
Henry Wesseler

Frank Soto
Bensenville Village President
12 S. Center St.
Bensenville, IL 60106

Village Clerk

Ilsa Rivera-Trujillo

Village Manager

Michael Cassidy

To Whom it may concern,

My name is Frank Soto and I am the Mayor of the Village of Bensenville, Illinois. The Village is located on the west side of O'Hare Airport and has a population of approximately 18,000 residents. In the past the Village has been very proud of our 4th of July Fireworks. Last year, the Village contracted with Addy Pyrotechnics for our fireworks show. Addy Pyrotechnics did a wonderful job. The community fully enjoyed the entire fireworks show.

Throughout our bidding process, we found that Addy Pyrotechnics was more than willing to provide all necessary details about their shows, from shell counts and permits to video of past performances. Everything we asked them for they were there to provide, and with a passion and dedication that only comes from a dedicated family business that shares a common goal of satisfied viewers. They were insistent upon every detail, and always put crowd safety before everything else.

Hank Addy and his sons showed tremendous ingenuity in not only the skyward details but also were able to use their creativity in fitting the production around a wealth of trees and natural obstacles. The bulk of our viewers were in a large park that has uneven ground, so some were viewing from 10-20 feet lower than others. The show was fantastic and the residents are telling their friends and family members that Bensenville has the best fireworks show in the area. Hank designed an extraordinary 30 minute show for our residents, set to coincide with patriotic music the village provided, and wrapped it up with a 3 minute finale that left our residents in awe. Barely a day goes by when someone does not come to village hall and ask if next year's show will be just as good.

So even though it pains me to share them with other towns, Addy Pyrotechnics has earned this recommendation. I would highly recommend Addy Pyrotechnics, you will not be disappointed.

Regards,

President Frank Soto
Village of Bensenville



Village of Addison

Rich VEENSTRA
Mayor

November 12th 2013

Mr. Hank Addy
Addy Pyrotechnics
1905 Cecily Drive
Joliet IL 60435

Dear Mr. Addy:

I want to take a moment to commend you for a magnificent fireworks show at the Onesti Entertainment Little Italy Fest on August 17th in the Village of Addison. The overall feedback from our community, and many surrounding communities, was extremely positive. The variety of fireworks used was quite impressive, and the residents and attendees enjoyed the amazing display.

Your display has certainly established you as a premier organization in the pyrotechnics industry.

Sincerely,
VILLAGE OF ADDISON

Rich Veenstra
Mayor

CITY OF BELLEVILLE, ILLINOIS



MARK W. ECKERT, Mayor
101 South Illinois Street
Belleville, IL 62220-2105
Phone: 618-233-6810

October 16, 2014

Mr. Hank Addy
Addy Pyrotechnics
1905 Cecily Drive
Joliet, Illinois 60435

Dear Mr. Addy,

I would like to take a moment to praise you for the tremendous pyrotechnic display put on at our July 5th Bicentennial Celebration in the City of Belleville. This was one of many events celebrating our 200th Birthday. It was a great compliment to the year.

You and your team put a high quality program on for the residents of Belleville and the surrounding communities. We have received numerous compliments on the show. The quality of the shells sent up into the air was tremendous. I would not hesitate to recommend Addy Pyrotechnics to anyone looking to put on a great fireworks show.

Again, thank you for a job well done! If you have any further questions or needs, please do not hesitate to ask.

Sincerely,

Mark W. Eckert
Mayor

MWE: ec

July 11th, 2013

Hello Mr. Addy.

I've been meaning to send you a thank you for the amazing fireworks show you put on for us on July 3rd. When we met six months ago I had a good feeling about you and your son from your professional attitude and knowledge of fireworks and everything involved in what it takes to create a great show.

It is now a week after our celebration and I still have members coming up to me to tell me how great the fireworks were this year. That has not happened the last 3 years when we used a different company. If anyone says "fireworks are just fireworks" then they haven't see what you do!

I myself have been unimpressed with previous shows, but they all kind of seemed the same. When our club owner, who travels around the world on a weekly basis, comes up to me with a smile and says "Now THAT was a fireworks show," I know it's not just me and some other "downstate farmers" who were impressed.

You made me and the club look like a class act and it couldn't have been at a better time (when our owner decides to attend last minute), so THANK YOU.

Any event would be lucky to have you as their pyrotechnics expert. We will certainly recommend you to anyone who asks.

Thank you again and please give my phone number or email to anyone who is considering using you for a show. I will be happy to tell them what an awesome job you did for us.

Sincerely,

Thomas Wilsey

Urbana Country Club

(217) 344-8670

Thomas@urbanacountryclub.com

To whom it may concern:

As an Alderman for the city of Lockport, every year one of our responsibilities was selecting the company that would provide our city's fireworks display.

This experience afforded me the opportunity to compare the performance of varying companies and to evaluate them on the basis of artistic quality, quantity, and length of display while comparing costs. Along with evaluating other cities fireworks display, I found myself paying closer attention to the displays of other communities, from small rural, to Chicago's fourth of July display.

Last summer 2012 I attended a display put on by Addy Racks/Addy Pyrotechnics for a show in Romeoville IL. I went with my daughter to hang out with some friends and found myself blown away by one of the best fireworks displays I have ever seen! The artistry, choreography, the awe, and wonder of the evening rivaled some of the best displays I have seen put on by the city of Chicago. The cost of the display ironically, was the same as what our city had paid for their Fourth of July Display in 2011!

Our city has since hired Addy Racks/Addy Pyrotechnics to do our display for the coming Forth of July 2013.

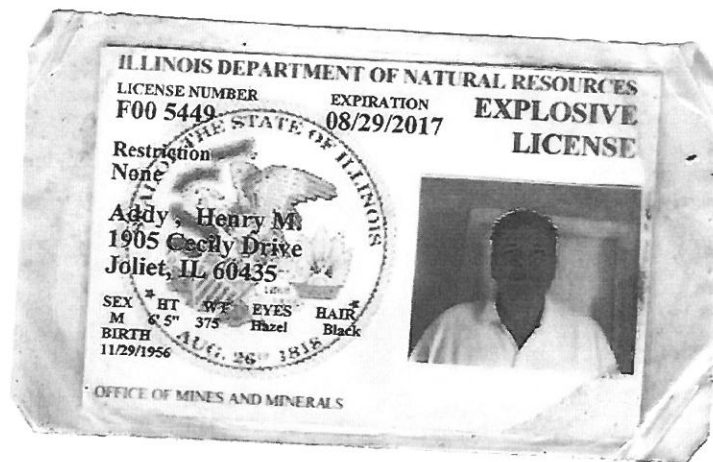
I would highly recommend them for your event.

Robert Morris 815-673-9400

A handwritten signature in black ink, appearing to read "Rob Morris", written in a cursive style.

If you set your printer "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default).





ILLINOIS DEPARTMENT OF NATURAL RESOURCES

LICENSE NUMBER

F00 5449

EXPIRATION

08/29/2017

EXPLOSIVE

LICENSE

Restriction

None

Addy, Henry M

1905 Cecily Drive

Joliet, IL 60435

SEX

M

HT

5' 8"

WT

375

EYES

Hazel

HAIR

Black

BIRTH

11/29/1956

OFFICE OF MINES AND MINERALS

This license allows the possession, use, purchase or transfer of explosive materials and shall be carried at all times. This license does not allow the storage of explosive materials. Loss or theft of explosive material or this license along with a change of address shall be reported to the Department at the address and phone number below.

Any license which is not renewed within 30 days following expiration will be canceled. Any request after that date to renew will be treated as a new application.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MINES AND MINERALS
MINE SAFETY & TRAINING DIVISION
One Natural Resources Way
Springfield, IL 62702-1271
(217)782-9976



Henry Oddy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/16

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 Ryder-Rosacker-McCue & Huston 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe	PHONE (A/C, No, Ext): (308) 382-2330	FAX (A/C, No): (308) 382-7109
	E-MAIL ADDRESS: info@ryderinsurance.com		
INSURED Addy Logistics Inc; Addy & McGrath Fireworks 1905 Cecily Dr Joliet IL 60435	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Company		
	INSURER B: National Liability & Fire Insurance		
	INSURER C: Scottsdale Insurance Company		
	INSURER D: Lloyds of London		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPS2261840	06/16/2016	06/16/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			73TRS060220	01/28/2016	01/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CXS0002522	06/16/2016	06/16/2017	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED	RETENTION \$					Extends over Auto & GL \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Motor Truck Cargo			B0799MC032550J	01/27/2016	01/27/2017	\$140,000 any one vessel or conveyance

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer Breakdown is included in Motor Truck Cargo

CERTIFICATE HOLDER**CANCELLATION**Illinois Commerce Commission
527 East Capitol Avenue

Springfield, IL 62701

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



<KW>

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Henry Addy
ADDY PYROTECHNICS INC
1905 CECILY DR
JOLIET, IL 60435-8505

	Illinois Office of the State Fire Marshal Division of Fire Prevention
	THIS IS TO CERTIFY THAT Henry Addy <u>Pyrotechnic Operator License</u>
	Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by
	ADDY PYROTECHNICS INC
	License # IL12-O-00073-01045 Expires: 06/28/2018
	d/b/a:  Matt Perez STATE FIRE MARSHAL

Bradley Addy
ADDY PYROTECHNICS INC
1905 CECILY DR
JOLIET, IL 60435-8505

	Illinois Office of the State Fire Marshal Division of Fire Prevention
	THIS IS TO CERTIFY THAT Bradley Addy <u>Pyrotechnic Operator License</u>
	Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by
	ADDY PYROTECHNICS INC
	License # IL12-O-00073-01046 Expires: 06/28/2018
	d/b/a:  Matt Perez STATE FIRE MARSHAL

VILLAGE OF BENSENVILLE

FOURTH OF JULY FIREWORKS DISPLAYS:

INVITATION TO BID

ISSUE DATE: November 17th, 2016

PROPOSALS DUE: December 10th, 2016



Responses may be mailed / hand-delivered in a sealed box or envelope with title and due date marked on the outside of the envelope

**Please submit to:
Attention: Bob Flood
Assistant Director of Recreation
Village of Bensenville IL
12 S Center St
Bensenville, IL 60106
bflood@bensenville.il.us**

1 LEGAL NOTICE

Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 9:30 am local time on Wednesday, December 7th, 2016 and then at said office publicly opened and read for following:

Fireworks for July 4th in 2017, 2018 and 2019

The Village of Bensenville is seeking separate bids for a 3 year agreement to provide a 30 minute fireworks display, to take place on Tuesday, July 4th, 2016, Wednesday, July 4th, 2017, and Thursday, July 4th, 2018.

Plans, specifications and bid forms may be obtained at the Recreation Department, 735 E. Jefferson, Bensenville IL 60106, or by emailing bflood@bensenville.il.us or by calling 630-594-1134.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the bid amount. Checks will be returned to the non-awarded bid companies at the conclusion of the bid review

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.)

Offers shall not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

All bids must be tendered in seal envelopes, and must be clearly marked on the opaque envelope:

Village of Bensenville 2017, 2018 and 2019 Fireworks - BID

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The bids shall be publicly opened at 9:30am on Wednesday, December 7th, 2016 at Bensenville Village Hall 12 S. Center Street.

Ilsa Rivera-Trujillo
Village Clerk

2 BID SPECIFICATIONS

GENERAL TERMS AND CONDITIONS

1. CONDITIONS - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid

deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

3. ADJUSTMENTS TO CONTRACT - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. MULTI-YEAR CONTRACT - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

5. DAMAGES TO PROPERTY

5.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

5.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

5.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins that the Assistant Director of Recreation or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any pre-existing damage before work begins.

6. TIME OF COMPLETION, PENALTY AND LIQUIDATED DAMAGES

6.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

6.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the Village in the amount of Two hundred fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

6.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village within ten (10) business days of demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

7. MEETING BEFORE WORK BEGINS - It is mandatory that the Contractor meets with the Assistant Director of Recreation or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. SAFETY - While working within the Village of Bensenville rights-of-way, the contractor shall conform to OSHA and IDPH for work zone safety.

9. TAX EXEMPT STATUS – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

10. PRICING - All pricing for goods and services included in this bid shall be good through December 31, 2019.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

CONTRACTOR shall perform all work required to be performed, and shall provide and furnish all labor, materials, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for Fireworks Displays. The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

**Village of Bensenville
Invite to Bid
Fourth of July Fireworks Displays**

The Village of Bensenville is seeking 3-year contract proposals from firms for the provision of the Village's annual Fourth of July Fireworks displays for the calendar years listed below

Section I: Fireworks Displays Specifications

A. General Event information

DATES: Tuesday, July 4, 2017; Wednesday, July 4, 2018; and Thursday, July 4, 2019.

(inclement weather dates to be determined by mutual agreement of the Village of Bensenville and contractor, as necessary)

TIME: approximately 9:30 P.M.

LOCATION:

B. Specifications for Fireworks Displays

1. Durations and Timing of Displays. The contractor shall provide a 30 Minute, continuous aerial fireworks display at the designated location with no delays Between firing. Each display shall commence at 9:30pm, unless otherwise designated by the Village. In the event of inclement weather, the Village, in consultation with the contractor, shall have the final decision on whether the display will be postponed, halted or altered due to unsafe conditions that could endanger the safety of the spectators, operators and/or crew members provide by contractor. In the event the Village postpones the displays and provides a minimum of 48 hour written notice, no financial penalty shall be incurred to reschedule date.
2. Aerial Displays Only. Due to the nature of the discharge location, and to accommodate multiple viewing locations, all fireworks displays must be entirely aerial; ground displays are not to be provided. The size of aerial shells should be such that the display reaches an altitude that can be easily seen above the tree canopy and building obstructions, without exceeding a size limit of 6" shells
3. Music Synchronization. To entertain the large number of spectators at the launching site, the fireworks display shall be synchronized with music and determined by mutual agreement with the Village. The music will be played via loudspeaker at the viewing site.

4. Provision of Labor and Equipment by Contractor. The contractor shall furnish labor, Equipment, supplies, personnel and supervision to provide the fireworks displays. The contractor shall provide a crew of experienced pyrotechnic operators to deliver, set up and execute entire displays and remove all equipment after displays are finished. The contractor shall not allow any employees to perform work who is intoxicated or under the influence of a controlled substance. For safety purposes, storage of onsite pyrotechnics shall not be placed within 50 feet of any Village building.
5. Cleanup of Shooting Area. The Contractor must clean up the shooting area after each firework display to the satisfaction of the Village. Specifically, and without limitations of the foregoing, the Contractor must remove and properly dispose of all unfired and/or unexploded material. A Contractor representative, along with representatives from the Village, will be required to visually inspect the shooting area at the conclusion of each firework display to determine that the Contractor has satisfactorily cleaned the area.
6. Compliance with National Standards. The Contractor shall conduct each firework display in accordance with national Fire Protection Association standards and guidelines for safety, in accordance with NFPA 1126, standards for the use of pyrotechnics before a proximate audience, 2016 edition.
7. Compliance with Laws. The Contractor shall be required to obtain, at the Contractor's expense, all permits, give all necessary notices, pay all license fees, and comply with all local, state and federal rules and regulations, ordinances and statutes that apply, including without limitation, the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS/227/1 *et seq.* ("Act"). The Contractor assumes complete and sole liability for all federal, state and local taxes that are applicable.

Section II: Qualifications

A. Pyrotechnic Operator's License

The contractor shall present to the Village evidence that all persons involved in the provision of fireworks display are properly licensed pursuant to the Act and any other applicable law.

B. Insurance

- The Contractor shall provide proper insurance protection for the benefit of spectators, which shall take effect upon arrival of contractor's personnel at the site of the displays, and is to remain in effect during and after the display, or until the residuals from the fireworks program are removed from the site. The limits and coverage shall include commercial general liability of \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$5,000 per person medical expenses, \$1,000,000 personal and advertising injury, \$100,000, rented premises damages, \$2,000,000 products-completed operations aggregate.

- Automobile liability combined single limit of \$1,000,000 each accident, Umbrella liability of \$4,000,000 each occurrence, and worker's compensation and employers' liability of \$100,000 each accident.

Section III: Content of Proposals

Each proposal submitted to the Village shall include, without limitation, the following information:

A. Description of the Firm

Describe your firm's structure, areas of expertise, time in business, number of employees and other information that would help characterize your firm.

B. Contents of Proposed Displays

1. Provide written and pictorial description, as appropriate, of the proposed fireworks displays to be provided to the Village.
2. Provide a shell inventory that indicates the number of proposed shell by size, type, show breakdown totals (grand opening, main body and grand finale) and overall total. Detail and indicate how many each size shell would be used for each firework display. Please include information that indicates proposed shell types by break patterns and color.
3. Explain how the proposed displays comply with the specifications set forth in this request for proposals to include aerial only displays and music synchronization.

C. Identification of Operators and Crew Members

Proposals must include a complete list of the on-site managers, display operators and crew members, with listings of licenses, other credentials and years of experience. Bids must also indicate compliance with the licensing obligation set forth in Section II-A of this Invite to Bid.

D. Proposed Fee

State the proposed fee for the provision of the fireworks displays. The village is exempt from all Federal and State tax: bids must quote prices which do not include such tax.

The Village may increase its investment for any fireworks display within a minimum of four months' written notice to the contractor. Fees should include bidder's best net price including delivery and discounts to meet the approval of the Village. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Village, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the Village, and all prices and notations shall be in ink or typewritten.

E. References

All bids must include a completed copy of the enclosed references sheet.

Section IV: Evaluation of Proposals and Selection Process

Village staff will evaluate all properly submitted bids, and will grade and rank all bids received with respect to the criteria set forth in this invite to bid, each proposer's references, past show performances (when applicable), and the proposed fee. The Village will then select the top preferred bidder, with whom a contract, on a form to be provided by the Village, will be negotiated.

The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The Village reserves the right to make clarifications, corrections, or changes in this invite to bid at any time prior to the time proposals are opened. All bidders or prospective bidders who register with the Village will be informed of said clarifications, corrections, or changes. Prospective proposers are encouraged to register via e-mail to bflood@bensenville.il.us prior to the due date for proposals.

Submitted Bids are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting bids. Issuance of this bid does not obligate the Village to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or design for the preparation of their bid, or for procuring or contracting for the services to be furnished under this bid.

A proposer may withdraw its bid, either personally or by written request, at any time prior to the scheduled deadline for submittals. No bid shall be withdrawn for 60 days after the date set for opening. Bids shall be subjected to acceptance during this period.

The Village reserves the right to accept the bid that is, in its judgement, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted in the invite to bid process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their bids.

Section V: Termination of Agreement

The Village of Bensenville reserves the right to terminate the agreement at any time as a result of poor vendor performance. Cancellation will not release the vendor from legal remedies available to the Village. If the contract is an extended term agreement, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty days (60) prior to its effective date.

Section VI: Submittal Procedures

A. Question and Clarifications

All questions regarding this proposal should be directed in writing to Bob Flood, Assistant Director of recreation for the Village of Bensenville, at bflood@bensenville.il.us Questions will be accepted until December 5th, 2016.

B. Invite to Bid Submittals

Bids must be submitted in a sealed envelope or box and in hard copy format. Digital copies will not be accepted, and all bids should be addressed to:

Bob Flood
Assistant Director of Recreation
Village of Bensenville
735 E Jefferson St
Bensenville, IL 60106

ATTN: Fourth of July Fireworks Displays: 2017, 2018 and 2019

Bids must be received by U.S. mail, other carrier, or hand delivery no later than December 7th, 2016 at 9:00am. The bid opening will be held at 9:30am in the village board room, located on the 2nd floor of Bensenville Village Hall, 12 S Center St, Bensenville, IL 60106

Section VI: Anticipated Project Timeline*

- Bid released and posted on Village website: November 17th, 2016
- Due date for bid related Questions: Monday, December 5th, 2016
- Response provided to bid questions: Tuesday, December 6th, 2016
- **Invite to Bid Due Date: December 7th, 2016 9:00am**
- Selection of Firm: Wednesday, December 21st, 2016
- Approval of Professional Services Agreement: January 31st, 2017

* All deadlines are listed in Central Standard Time Zone

Village of Bensenville

12 S Center St.
Bensenville, IL 60106
P: (630)766-8200

Request for Proposals – References sheet

July 4, 2017-2019, Fireworks Display

Show Provider Business Name: Addy Pyrotechnics Inc.

Contact Person: Hank Addy

Mailing Address: 1905 Cecily Drive

Telephone Number: (815) 592-8889

Fax Number: (815) 436-2103

REFERENCES

Organization: Village of Bensenville

Contact person : Frank Soto/Bob Flood

Mailing Address: 12 S Center St.

City, State Zip: Bensenville, IL 60106

Telephone Number: (630) 766-8200

Fax Number: (815) 436-2103

Length of Association: 3 years

Organization: Village of Addison

Contact person: Rich Veenstra

Mailing Address: 1 Friendship Plaza

City, State Zip: Addison, IL 6010

Telephone Number: (630) 543-4100

Fax Number: (630) 543-5593

Length of Association: 3 ½ years

Organization: Village of North Aurora

Contact Person: Mark Giffino /Cindy Torroco

Mailing Address: 25 East State Street

City, State Zip: North Aurora, IL 60542

Telephone Number: (630) 918-9460/(630)897-8228

Fax Number: (630) 897-8258

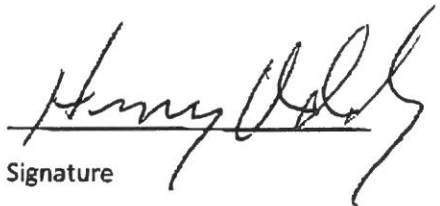
Length of Association: 2 1/2 years

Fax Number: () _____
Length of Association: _____

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Village of Bensenville:


Signature

Signature

Owner
Title

Title

12-6-16
Date

6

Date

VILLAGE OF BENSENVILLE
BID COMPLIANCE CERTIFICATION

I, Henry Addy, having been first duly sworn, depose and
(owner/authorized company representative)

state as follows:

Addy Pyrotechnics ("Contractor"), having submitted a proposal for:
(Name of Company)

Fireworks Display to the Village of Bensenville, hereby

certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).

2. Is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

Henry Addy
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.

5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

6. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: Henry Adley
(Officer or Owner of Company stated above)

Title: Owner

SUBSCRIBED AND SWORN to before me

this 06 day of December, 2016.

William R. Rice
NOTARY PUBLIC William R. Rice
(043512)



Rice Notary Service
820 N. Morrison Blvd.
Hammond, LA 70401
ID No: 043512
Commission Expires at Death

RESOLUTION NO.
A RESOLUTION APPROVING A PURCHASE ORDER FOR A
JULY 4TH FIREWORKS DISPLAY WITH MAD BOMBER
FIREWORKS PRODUCTIONS

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates parcels of land commonly known as Redmond Recreational Complex and operates special events throughout the year; and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license a fireworks celebration and use of Redmond Park and The Edge II on Jefferson St for the purposes of displaying and executing the 4th of July Celebration known as “Liberty Fest,”; and

WHEREAS, an organization known as Mad Bomber Fireworks Productions, seeks the bid with the VILLAGE for execution of the 4th of July fireworks display and use of the designated area pursuant to the terms and conditions as expressed in contract contained within; and

WHEREAS, Mad Bomber has expressed a desire to provide the Independence Day fireworks display in accordance with the terms and conditions as expressed in the agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, Temporary Chairperson and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Mad Bomber

Fireworks Productions

NOW, THEREFORE, BE IT RESOLVED by the Temporary Chairperson and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized to execute a purchase order and agreement in the not to exceed amount of \$42,800.00 with Mad Bomber Fireworks Productions to provide a 30 minute fireworks display for Liberty Fest on the 4th of July, 2017, with options for 2018 and 2019.

Payment is to be made upon the completion of the show, or no later than 30 days afterward.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Temporary Chairperson and Board of Trustees of the Village of Bensenville, Illinois this 28th day of March, 2017.

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:

Resolution

SUBMITTED BY:

Todd Finner

DEPARTMENT:

REC

DATE:

March 21, 2017

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Demand Response Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

REC

DATE:

March 21, 2017

BACKGROUND:

Demand Response is an energy curtailment program in which participation will result in significant revenue contributions to the Village. If the Village enters into this agreement, we are agreeing to reduce the energy consumption at the two ice arenas by an aggregate amount of 600 kW for a test period of one hour per year. Current PLC's (Peak Load Contribution) are 270 kW at John Street and 547 kW at Jefferson Street. Without purchasing expensive metering equipment, it is estimated that a shutdown of the arena compressors, pool pumps and a/c units would be sufficient and that operations could continue without disruption. There is an outside chance that the ice arenas would have to curtail their energy consumption based on a "real" event. It has been ten years since the last time a "real" event actually occurred in the Chicago area. A "real" event occurs when the demand of power in the area exceeds the supply, otherwise known as overloading the grid. Historically, and in other areas, this occurs between 2 pm and 6 pm on weekdays during July or August.

Participation Year and Program Selection	Estimate kW	Capacity Rate \$/kW	Estimated Toal PJM Capacity Payments	Customer Share %	Estimate Annual Customer Payment
2017-18 Summer Extended	600	43.8	\$26,280	70%	\$18,396
2018-19 Base Capacity	600	73.08	\$43,848	70%	\$30,692
2019-20 Base Capacity	600	68.54	\$41,124	70%	\$28,785
Estimated Meter Costs					\$0
Energy Payments					\$9,324
Total Revenue Projection					\$87,197

KEY ISSUES:

- One key issue that staff had with the curtailment program was that an extended "real" event could in fact melt the ice. This would obviously disrupt the existing facility usage agreements and could cost thousands of dollars in lost revenue and payroll costs to rebuild each ice sheet. However, the agreement gives the Village the option to reduce its curtailment amount in order to prevent this from happening. The financial impact would be a proportional decrease in the revenues awarded to the Village.
- Staff also discussed the unlikely possibility that if a "real" emergency event occurred with such a magnitude that

overloaded the grid for extended periods than it is very likely that the decision would be made to shut down power to recreational facilities such as the Edge so that power could be provided to necessary infrastructure and facilities, regardless of any enrollment in an energy curtailment program.

- Addison Ice Arena is also involved in an Energy Curtailment Program.

ALTERNATIVES:

- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution authorizing the execution of a Demand Response Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower.

BUDGET IMPACT:

Revenues generated from participation in this program were not included in the 2017 annual budget.

ACTION REQUIRED:

Adopt the Resolution authorizing the execution of a Demand Response Master Service agreement with Enerwise Global Technologies, Inc. D/B/A CPower.

ATTACHMENTS:

Description	Upload Date	Type
Q & A's	3/15/2017	Backup Material
Proposal	3/15/2017	Backup Material
Agreement	3/16/2017	Exhibit
Resolution	3/15/2017	Resolution Letter

From: Todd Finner [<mailto:TFiner@bensenville.il.us>]

Sent: Tuesday, March 7, 2017 12:15 PM

To: Rocco Venuto (CPower) <Rocco.Venuto@CPowerEnergyManagement.com>

Cc: Evan Summers <ESummers@bensenville.il.us>; Jay Dalicandro <jay@westbrookstrategic.com>

Subject: Demand Response - Contract Questions

Hi Rocco,

After reading the proposed agreement I do have a few questions that I can hope you can answer to clear things up for me.

Section 2. Term and Termination

Provider will be entitled to collect or withhold from customer any penalties assessed to it by any RTO/ISO or utilities in the event of a Termination for Cause. [How much could the penalties be and could you provide an example of "Termination for Cause"?](#)

Todd, I believe an example of this would be the falsification of utility data, and the penalty would be assessed by PJM. I do not know of any examples of this for any CPower customer.

Section 3. Customer Payments

Provider shall not be responsible for any errors made by the applicable program administrator in calculating payments to be made under this agreement. [If CPower is not responsible for errors made in calculating payments, then specifically, who is?](#)

In this context I believe the program administrator would be PJM. If they do not pay the full amount earned, we do not have earned funds to pay the customer. While I do not know of examples of PJM having such a miscalculation, I do know of some examples in which the utility had erroneous data (e.g. due to a broken utility meter), and CPower was able to get the full money owed from PJM due to the circumstances.

Section 4. Allocations of Responsibility, Indemnification & Limitations of Liability.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is unable to provide its committed curtailment amount. Such will not excuse Customer's non-performance or relieve Customer from any liability hereunder for the enrolled period in which Customer fails to perform. Customer is responsible for any failure to provide the full curtailment amount, including without limitation any penalties and/or costs incurred to replace any shortfall in curtailment quality. [What is the full curtailment amount in each facility? How much could we expect to see in penalties/costs incurred if we fail to provide the full curtailment amount? I need to better understand the liability, penalties and/or costs incurred to replace any shortfall in the curtailment quantity.](#)

We are currently proposing a total commitment of 600 kW by all of the rinks together. We could reduce that commitment further to be conservative if you prefer.

As for the penalties, for 2017 during a test event there is a 20% underperformance penalty. So, if the rinks were enrolled at 600 kW and performed at 500 kW, there would be a 100 kW underperformance. The 20% underperformance penalty would be $100 \text{ kW} * 20\% = 20 \text{ kW}$. So instead of getting paid at 500 kW, the payment would be $500 - 20 = 480 \text{ kW}$.

If the site were to totally not perform in 2017, there would be no earnings, but no out of pocket penalty. In 2018 the penalty structure changes...in some ways it is more favorable, but there is a (highly remote) chance of an out of pocket penalty if there was complete non-performance over many hours of real events.

Section 14. Equipment; Metering.

If needed and upon agreement, Provider will work with the local utility to assist Customer with the installation of interval metering, including utility provided Demand or KYZ Pulse contacts to connect to Provider's Data Acquisition (DA) solution. Customer is responsible for any costs and fees invoiced directly from their utility. [How do I know if we need interval metering, Demand or KYZ Pulse contacts to connect to Data Acquisition \(DA\) solution.](#) If needed, do you have an approximate idea of the costs and fees that Bensenville could expect to see from our utility.

Your site does should not need any metering.

Section 15. Total Metering Solution

Should DA solution(s) be required for participation in load curtailment program(s) or Customer chooses to have a DA solution installed, Customer agrees to pay a monthly service fee per device throughout the term of this agreement that will be deducted from Customer's Demand Response earnings in accordance with payment terms as outlined in the applicable Addenda. [I do not believe we need a DA solution but if so, what is the monthly service fee per device that throughout the term of this agreement that will be deducted from our Demand Response earnings?](#)

We expect to use the available interval meter data from your utility meter, and there would be no metering costs.

PJM Addenda Question

Addendum 3. Administration.

- Interval Data Requirements. [I want to make sure that I understand this correctly. To participate in Demand Response, are we required to pay for the purchase and installation of Interval Metering? If we do not purchase Interval Metering then is it true that we will face non-payment?](#)

No, in your case we should be able to use the ComEd meter data.

- Total Metering Solution. Should DA Solution(s) be required for participation in load curtailment program(s) or Customer chooses to have a DA solution installed, in addition to the Total Meter Solution terms set forth in the MSA, fees will be deducted from Customer's DR earnings as a \$250/month fee for the first 24 months of the DA solution Lifecycle for any new DA solution installed at the Customer's site during the Term of this agreement. [Can you verify that the costs listed below are the costs that will be incurred by the Village of Bensenville:](#)

Year 1: \$250/month * 12 months * 2 locations = \$6,000.00

Year 2: \$250/month * 12 months * 2 locations = \$6,000.00

Year 3: \$50/month * 12 months * 2 locations = \$1,200.00

Year 4: \$50/month * 12 months * 2 locations = \$1,200.00

Without metering installed there will be no charge for metering.

Thank you,

Todd Finner

Director of Recreation and Special Events
Village of Bensenville

735 E. Jefferson Street
Bensenville, IL 60106



**PJM Demand Response Proposal
for the**

Bensenville Ice Arenas

Prepared for CBBEL
by Rocco Venuto, PE, CEM at CPower

January 26th, 2017



January 26, 2017

Thank you for the opportunity for CPower to supply Demand Response (DR) services to the Bensenville Ice Arenas. As a recreational adult hockey player and youth hockey coach, I have spent many hours at your rinks and am looking forward to providing these facilities with a significant stream of additional income.

Demand Response or "DR" provides qualified U.S. companies and organizations with the ability to earn substantial additional revenue by agreeing to reduce their electric power consumption when the grid is in short supply. In doing so, DR participants fulfill community and "green" initiatives as they help to ensure the reliability and sustainability of our electrical grid system, while providing a means for it to be run more cleanly and efficiently. DR is a win for the participants, their communities and the nation's electric grid!

The program in the ComEd area is particularly favorable to participants. It pays well, and rates are rising by almost a factor of 3 ½ over the next two years (based on comparing 2018-19 rates to 2016-17 rates). Also, it has not been called for a real mandatory event in the past 10 years. Customers are paid well to commit to perform if there is a real grid emergency. If there is no real event (to that point in the season), participants must demonstrate their performance during a 1-hour test event to earn their annual capacity payment.

At CPower we consider this endeavor to be a true partnership. Our earnings are a function of our customers' success, so our customers can be confident that we will do our best to ensure they succeed. Please consider me available to you for any questions you may have on Demand Response, CPower and any of the contents of this proposal.

Sincerely,

Rocco Venuto, PE, CEM, MBA
CPower Account Executive - MidWest
847-707-9568
Rocco.Venuto@CPowerEnergyManagement.com



Contents

CPower – Overview	4
Demand Response in PJM.....	5
CPower's Service	6
CPower Metering with the CPower App.....	7
CPower DR Value Estimate.....	8-9



CPower - Overview

Energy Expertise at Work for You

CPower is one of the largest energy management companies focused on demand response services in North America with the more than 2,250 MW under management, and more than 1,700 C&I customers at 7,700 sites nationwide. We are the combination of many of the leading Demand Response providers – the strengths of all these companies lives within CPower.

Our sole focus is helping customers implement customized demand-side management programs. We have earned a strong reputation for personalized and attentive customer care, performance and loyalty.

CPower differentiates itself from our competitors by making Demand Response (DR) our primary offering. Our competitors offer DR as a secondary product and use DR as a customer entry point for other services. Our primary business is to partner with our customers to optimize DR participation and earnings. In doing so **we are driven to help our customers maximize their successful engagement in a full range of DR programs.**

Demand Response

Demand Response helps your business earn money by making strategic energy decisions.

Demand Response comprises programs through which end-users agree to reduce their energy consumption during periods of high wholesale energy prices or grid instability.

Customers in PJM can access new revenue streams by leveraging our expertise and technology to manage their controllable loads.

Participating in DR can be easy: When a curtailment event is called, customers can either curtail their consumption of electricity or displace it with permitted onsite generation. Taking these steps helps bring relief to the grid and may help avoid blackouts or brownouts in your area.

Multiple Demand Response Options: There are many different Demand Response programs available in the market today. Choosing the program that best fits your business, operations and energy management strategy can be challenging. Your CPower team can show you all the options while revealing how each choice works for your specific business needs. In the end, you'll maximize your Demand Response benefits and reduce your overall energy spend, while helping to ensure grid reliability.



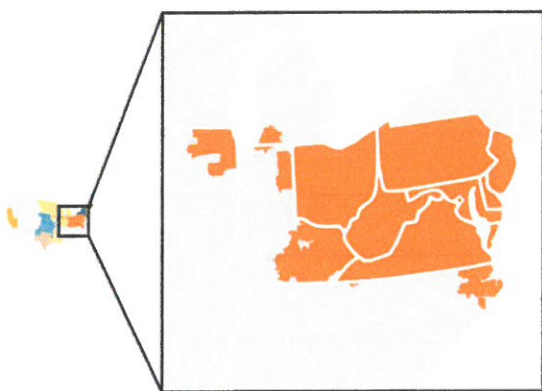
Demand Response in PJM

About

PJM is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia. Operating a competitive wholesale electricity market since 1997, PJM Interconnection has employed a dynamic collaborative process with its members that has expanded the number of markets in the region. Acting neutrally and independently, PJM establishes systems and rules to ensure that the markets operate fairly and efficiently. You can find more information on their website: www.pjm.com.

Markets Served

CPower serves all of PJM Interconnection LLC (PJM). PJM oversees the largest competitive wholesale electricity market in the world, and acts as a neutral third-party to ensure grid reliability throughout its geographical jurisdiction.



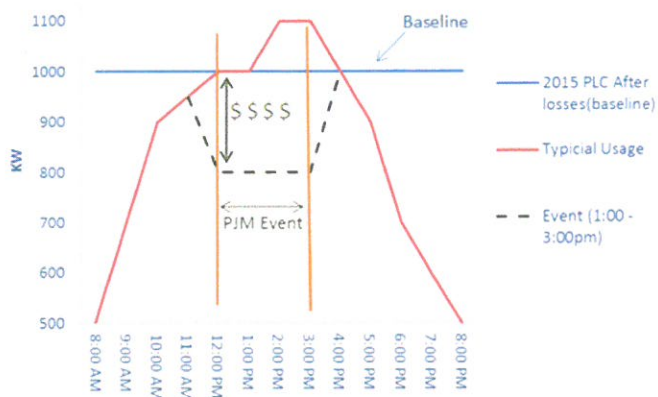
Demand Response Options for PJM

CPower's Demand Response offerings are managed through an aggregated portfolio of PJM's distinctive Demand Response programs:

Emergency Capacity Demand Response (DR) Program

PJM's Demand Response (DR) Program is an emergency program offered through the Independent System Operator (ISO) to help preserve the grid. Capacity programs such as DR let businesses earn financial incentives when they reduce their energy usage during high power demand periods. In addition to payments, customers can realize avoided cost benefits during actual events; since energy is often at its most expensive during peak demand times, DR can significantly impact overall energy spend.

Event Usage Comparison





CPower's Service

CPower Steps

While our competitors define themselves as energy metering, software and supply providers, CPower's business is Demand Response. As such, it is critical that we ensure our customers are successful – our profitability relies on your DR success.

Behind the scenes CPower makes DR work for our customers by taking these and other steps...

- Purchasing of DR MWs via Auction
- Customer Generator Compliance Determination
- Site Curtailment Estimation
- Site Enrollment
- Grid Monitoring
- Event Notification
- DR Data Collection and Management
- Post-Event Data Reconciliation
- Collection of Performance Payment from Grid Operator
- Direct Payment to Customers

Engineering & Curtailment Planning

Once you sign up with CPower, our Load Response team works with you step-by-step to develop a curtailment plan that suits your unique needs and leverages your onsite resources. Our team uses historical consumption data, input from your personnel, site survey information, and possibly a live test of your resources to effectively assess your committed curtailment.

Permitted On-Site Generation

EPA rules on the use of on-site generation for participation in DR changed dramatically in 2016. CPower was able to apply its expertise of these rules to verify that compliant generators were truly compliant, and identify when generators were not compliant so that customers were not exposed to risk. Most importantly CPower advised customers on how to bring their non-compliant generators into compliance.



CPower Metering with the CPower App

Control the Balance of Power with the CPower App

The CPower App provides customers access to power consumption data. Customers can monitor their consumption in near real-time to manage performance. Additionally, the CPower App provides the user with tools to make more informed decisions about your energy use. Most importantly, the CPower App helps you manage your Load Response participation at multiple facilities across markets from a single platform.

The CPower App features:

- 1) **Manage your building load better**
 - a) View and analyze consumption in 1-min intervals
 - b) View current grid load and historical, current, and forecast weather information
 - c) Manage single or multiple facilities
- 2) **Access a real-time feed of market pricing**
 - a) View current day-ahead prices
 - b) View current real-time prices
 - c) Download and analyze historical pricing data for better purchasing decisions.
 - d) Alarming and Notification of when an event is dispatched
- 3) **Control your market participation and connect your existing energy management or automation system**
 - a) Place and edit bids in ISO programs
 - b) Schedule and control your curtailment measures in advance through desktop and mobile interfaces
 - c) Enhance your Load Response Participation through automation
 - d) Integrate with your existing automation/energy management system



The Customer Decides

Often CPower is able to obtain the utility data from the utility, and if so, **the customer is not required to have the CPower metering installed.** Some customers who have other electrical metering on site or who run their curtailment without metering do not want the metering. **This allows the customer to keep all of their earned revenue without any deduction for metering charges.**



3 yr. term 6/1 - 5/31

CPower Demand Response Value Estimate

This revenue estimate is for the following addresses and utility account numbers:

- 735 E. Jefferson St. - ComEd # 1863026010
- 545 John St. - ComEd #7982573005

The Peak Load Contributions (PLCs) for these accounts for 2017 are 547.3 kW and 270.5 kW respectively, totaling 817.8 kW. If the sites were able to shut down the ice cooling equipment during and real or test events, we estimate a resulting 600 kW reduction from their total PLC. The below revenue estimate assumes a 600 kW enrollment with full performance during events.

The PJM Emergency Capacity program has two potential payment streams: Capacity Payments for the peak kW reduction delivered to the grid, and Energy Payments for the sustained kWh reduction during each hour of real events. The estimates below include both with assumptions of four real event hours per year to calculate the Energy Payment, and full performance each year at each site.

Participation Year and Program Selection	Estimate kW	Capacity Rate \$/kW	Estimated Total PJM Capacity Payments	Customer Share %*	Estimate Annual Customer Payment
2017-2018 Summer Extended	600	\$ 43.80	\$ 26,280	70%	\$ 18,396
2018-2019 Base Capacity	600	\$ 73.08	\$ 43,846	70%	\$ 30,692
2019-2020 Base Capacity	600	\$ 68.54	\$ 41,122	70%	\$ 28,785
Estimate Meter Costs ¹					\$ -
Energy Payments ²					\$ 9,324
Total Revenue Projection ³					\$ 87,197

Q. * How many event tests will typically run for each summer? A. One event for one hour for the summer.

what area ice rinks currently participate?

Tier 4 generator for non-emergency use.



Notes

- 1 If no value is displayed, Enerwise Global Technologies, Inc. d/b/a CPower assumes adequate metering has been installed in the facility(ies) and no additional ongoing costs will be incurred. Otherwise please speak with your Sales Representative to discuss available metering options.
- 2 Based on 1 event for 4 hours per participation year at your share of the applicable Emergency Energy Rate determined by your notification lead time. Energy Payments will be paid out within 60 days of the quarter in which the event occurs.
- 3 Pricing is valid for 2 weeks from date created

Estimates and examples of financial benefits of participation in the program contained in this proposal are based upon certain assumptions related to customer performance and market conditions. The actual financial benefits realized by customer in such a program will depend upon many factors, including market conditions while customer participates in the program and customer's effectiveness in implementing curtailment strategies, and may vary from estimates included in this proposal. Customer is solely responsible for conforming its operations to the curtailment strategies and complying with the rules of the program. The applicable program requirements are more specifically outlined in the applicable program rules and the agreement customer will be required to enter into with Enerwise Global Technologies, Inc. d/b/a CPower, which will govern any transaction between us and may not be contradicted by this presentation in its entirety. Errors and omissions excepted



*Energy is forever in motion.
At CPower, we never stop moving in our pursuit
to help your organization master its energy spend.*

Rocco Venuto
847-707-9568
Rocco.Venuto@CPowerEnergyManagement.com
cpowerenergymanagement.com



ENERWISE GLOBAL TECHNOLOGIES, INC. D/B/A CPOWER

DEMAND RESPONSE MASTER SERVICE AGREEMENT

This Demand Response Master Service Agreement ("Agreement"), by and between **Bensenville Ice Arenas** ("Customer") and Enerwise Global Technologies, Inc. d/b/a CPower ("Provider" or "CPower"), collectively referred to as ("Parties"), is effective as of last signature date set forth below, for demand response services.

Section 1 – General

Provider, as an authorized Curtailment Service Provider to various Regional Transmission Organizations (RTO) and Independent System Operators (ISO), with relationships with various regional utilities to provide demand response services is hereby designated to represent the Customer as its demand response services provider to register, represent and manage participation in demand response programs for the facilities listed on the accompanying Addenda for the term of this Agreement. Customer may include additional facilities under the terms of this Agreement at any time by executing an Addendum for those facilities. Terms used and not otherwise defined shall have the meaning given them in the respective RTO/ISO or utility's governing tariff, program rules, and/or covenants.

Section 2 – Term & Termination

The term of this Agreement shall commence on the last signature date set forth below ("Effective Date") and continue in effect until terminated in accordance with Sections 2, 9 or 15 herein. Termination or expiration of any or all Addenda will not terminate this Agreement. The Provider may terminate the Agreement immediately upon Customer's Material Breach of any obligation of this Agreement ("Termination for Cause"). For purposes of this Agreement, "Material Breach" means, with respect to a given breach, that which a reasonable person in the position of the non-breaching party would wish to terminate this Agreement because of that breach. Provider will be entitled to collect or withhold from Customer any penalties assessed to it by any RTO/ISO or Utilities in the event of a Termination for Cause.

Section 3 – Customer Payments

Payments from demand response programs result from Customer's active program participation as well as satisfactory compliance with all related program rules. Customer's payment schedule may vary per program structure. Provider shall pay Customer as defined in relevant Addenda of this Agreement. Provider shall not be responsible for any errors made by the applicable program administrator in calculating payments to be made under this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. To the extent feasible, Provider will notify Customer in a timely manner of any such changes.

Section 4 – Allocations of Responsibility, Indemnification & Limitations of Liability

Customer shall provide a Letter of Authorization or appropriate RTO/ISO or utility approval form to their energy supplier and utility, as applicable, authorizing them to provide information required to register the Customer in the applicable programs and other relevant electric utility data to Provider (including billing and other relevant utility data).

Registration with Customer's RTO or ISO requires utility data and account numbers. Customer shall provide Provider with copies of utility bills as requested for registration. Customer will inform Provider in the event of any change in utility information within forty-five (45) days of the effective date of the change.

If distributed generation or back-up generator(s) are used for demand response program participation, it is the responsibility of the Customer to adhere to all local, state and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications and maintenance requirements of their generator(s). Customer must provide information relating to their generator(s) outlined on the Generator Information form. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or termination for cause of the Agreement by Provider. Further, and notwithstanding anything in this agreement to the contrary, the Customer will save and hold harmless Provider from any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators.

Customer understands and agrees that the program administrator or Provider may call a test at any time. Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Such notification will not excuse Customer's non-performance hereunder or relieve Customer from any liability hereunder for the enrolled period in which Customer fails to perform. Customer is responsible for any failure to provide the full curtailment amount, including without limitation any penalties and/or costs incurred to replace any shortfall in curtailment quantity. Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation. Provider also has the right, but not the obligation, to satisfy any underperformance by Customer, Provider's decision to do so, however, shall not excuse Customer's non-performance hereunder or relieve Customer from any liability hereunder.

The parties hereto agree to indemnify each other from any and all third-party liabilities, claims, expenses, losses or damages, including legal

Contract ID: OPP - 0000018589

Account Representative: Rocco Venuto

Printed: 1/27/2017

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fees, which may arise in connection with its performance of this Agreement to the extent caused by the negligent act or omission of the indemnifying party. Neither party shall be liable for any special, indirect or consequential damages arising in any manner from its performance under this Agreement. The total liability of either party hereunder for direct damages, other than with respect to the duty of a party to indemnify for third-party claims described above, will be limited to the contract price paid to Provider under this agreement, during the year in which any such damages are incurred.

Section 5 – Modifications and Waiver

This Agreement shall not be modified in any manner unless in writing and signed by both Parties. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in a non-electronic writing signed by an authorized representative of the waiving party.

Section 6 – Confidentiality

The Parties may provide (the "Disclosing Party") Proprietary Information to the other (the "Recipient") in conducting program facilitation or management during the term of this Agreement. The Parties agree to treat such information as confidential and proprietary and to protect the disclosure of such Proprietary information to any third-party. The Recipient will use such care with Disclosing Party's Proprietary Information as it uses to protect its own confidential information, but in no case with less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether provided it is marked "CONFIDENTIAL" or with a similar designation. For clarification, Provider Proprietary Information includes, but is not limited to, any reports generated, any pricing information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient's own development process; (b) is or becomes available to the public through no fault of Recipient; or (c) is independently developed by such Recipient without reference to or use of a Disclosing Party's Confidential Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to its Affiliates or providing information to a RTO, ISO or utility where such information is required for registration or facilitation of the program. Further, Customer agrees that Provider and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer building data and related data for any reason, as long as any external use of the data is reported on an anonymous basis that does not personally identify Customer or any individual.

Section 7 – Notices

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addressee via messenger, courier delivery service or electronic mail and addressed to CPower as follows, to Customer signatory as set forth herein or to such other address as a party may give notice of:

Name:	Enerwise Global Technologies, Inc. d/b/a CPower
ATTN:	Legal Department
Address:	111 Market Place, Suite 201
City, State, Zip:	Baltimore, Maryland 21202
Email:	Legal@CPowerEnergyManagement.com

Section 8 – Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision will be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it will be severed and the remainder of this Agreement will remain in full force and effect. Customer's participation in demand response programs is subject to successful program registration/nomination by Provider and acceptance by the applicable RTO/ISO or utility. Failure to complete a successful registration/nomination, regardless of reason, will disqualify customer from participating for that performance season but does not terminate this Agreement, or allow Customer to attempt to register through another Curtailment Service Provider for the duration of this Agreement.

Section 9 – Enrollment

Customer participation shall be in compliance with RTO/ISO or utility rules for the program(s). Provider has sole discretion to suspend Customer's participation or withdraw active registration/nomination if customer is not compliant with market rules in effect. Provider also reserves the right to cancel enrollment if Customer fails to reduce load or adds more load to the grid during Events. Provider shall make a reasonable effort to notify the Customer of any cancellations in writing. If enrollment is cancelled, the Customer will forfeit any unpaid amounts. Either Party shall be entitled to terminate this Agreement upon fifteen (15) days written notice if Customer or Provider's ability to fulfill its obligations under this Agreement is negatively impacted by a program rule, regulatory or legal change.

Section 10 – Rights and Remedies Cumulative

All rights and remedies under this Agreement are cumulative and not exclusive and any reference to, and/or the exercise of, a particular right or remedy will not exclude or constitute a waiver of any other right or remedy available under this Agreement, at law or in equity.

Section 11 – Assignment

Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent of which consent shall not be unreasonably withheld. As a condition precedent to any Provider consent of assignment, the Customer must provide no less than thirty (30) day notification of the date of assignment and contact personnel of the assignee responsible for the program; additionally, the assignee must be qualified by Provider in its sole discretion for participation in the program. Any assignment or attempted assignment of this Agreement or any of the obligations or rights under this Agreement are null and void where this consent has not been expressly provided in writing. The foregoing notwithstanding, Provider may transfer and assign this Agreement without the Customer's consent to any person or entity that is an affiliate of Provider or that acquires substantially all of the stock or assets of Provider.

Section 12 – Independent Contractors

The parties are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Neither party has any authority to assume or create obligations or liability of any kind on behalf of the other.

Section 13 – Governing Law; Venue; Attorneys' Fees

This Agreement will be governed by the laws of the State of Maryland, excluding conflict of laws provisions. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the local federal courts unless no federal subject matter jurisdiction exists, in which case each party consents to exclusive jurisdiction and venue in the State Courts of the State of Maryland. Both parties waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to such courts. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorney fees.

Section 14 – Equipment; Metering

Customer understands that interval meter data is a requirement in load curtailment programs. The interval meter data can be collected either from an electric utility interval meter or a shadow meter approved for use by the load curtailment program. If needed and upon agreement, Provider will work with the local utility to assist Customer with the installation of interval metering, including utility provided Demand or KYZ Pulse contacts to connect to Provider's Data Acquisition ("DA") solution. Customer is responsible for any costs and fees invoiced directly from their utility. Installation of interval metering must be completed before Customer's acceptance into the program. Provider cannot be held responsible for, or assume the risk for, any problems attributable to the content, accuracy, completeness and consistency of all interval meter data, materials, and information supplied by Customer or its utility. In the event Customer does not have the necessary equipment and/or software installed to Provider's satisfaction, Customer shall commission the installation and testing of same.

Section 15 –Total Meter Solution

Should DA solution(s) be required for participation in load curtailment program(s) or Customer chooses to have a DA solution installed, Customer agrees to pay a monthly service fee per device throughout the term of this agreement that will be deducted from Customer's DR earnings in accordance with payment terms as outlined in the applicable Addenda. Total Meter Solution includes the provisioning, installation and maintenance of each DA solution over a period of seven (7) years ("Lifecycle") from DA solution commissioning date as long as Customer is under an active Agreement with Provider. Provider will make commercially reasonable efforts to replace DA solution with new devices at the end of DA solution Lifecycle or as deemed necessary by Customer and/or Provider. Any exceptions to Total Meter Service and/or Total Meter Solution fee will be addressed in a separate written agreement between Customer and Provider.

Section 16 – Force Majeure

A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than one-hundred twenty (120) days, either party may terminate the Agreement.

Section 17 – Entire Agreement

This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto through mutual agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter.

The Parties hereby approve and accept these terms.

CPOWER

By:
Name:
Title:
Date:
Address: 111 Market Place, Suite 201
Baltimore, MD 21202
Phone: 800-300-1059
Email: ContractBooking@CpowerEnergyManagement.com

Bensenville Ice Arenas

By: _____
Name:
Title:
Date: _____
Address: 545 John St. Bensenville, IL 60106
Phone:
Email:

PJM ADDENDUM FOR EMERGENCY CAPACITY DEMAND RESPONSE

This PJM Addendum for Emergency Capacity Demand Response Program ("Addendum") is effective as of the last signature date set forth below ("Effective Date") by and between Enerwise Global Technologies, Inc. d/b/a CPower ("CPower" or "Provider") and **Bensenville Ice Arenas** ("Customer").

This Addendum is attached hereto, and made a part hereof, the Demand Response Master Service Agreement (the "MSA") between Customer and Provider. This Addendum is issued pursuant to and is governed by, the terms and conditions of the MSA. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

The "**Reliability Pricing Model Clearing Price**" is the capacity rate of the PJM program option specified in the enrollment notification for the applicable Program Period determined via PJM's Reliability Pricing Model.

The "**Capacity Payment**" is calculated as each Customer accounts credited load reduction in response to events or tests, which will not exceed the committed Curtailment Value, multiplied by the applicable "Reliability Pricing Model Clearing Price", multiplied by the number of days in the Program Period.

The "**Curtailment Value**" for each of the Customer's utility accounts is the estimated load curtailment amount during an event or test and is calculated as either the account's utility assigned "Peak Load Contribution" divided by its capacity loss factor minus its Firm Service Level or the Non-Summer Customer Base Line minus the metered load.

The "**Energy Payment**" is calculated for each curtailment notification as the product of (A) PJM's emergency energy price times (B) the kilowatt hours actually curtailed.

The "**Firm Service Level**" is the meter read level the Customer's account load must be at or below in order to be compliant.

The "**Non-Summer Customer Base Line**" is the estimated load the Customer's account would have been at in the absence of an event or test. It is the standard 3 Day Type with SAA baseline methodology referenced and explained in PJM's Manual 11 section 10.4.2 as well as section 3.3A.2 of the PJM Tariff unless a more accurate alternative Non-Summer Customer Base Line is used with the approval of Customer and PJM.

The "**Peak Load Contribution**" is an annual utility calculation for every electric account that averages the five (5) highest weather normalized PJM system coincident load hours that occurred on different days over the period of June 1 through September 30 of the prior year.

The "**Program Period**" is the period from June 1st through May 31st.

The "**Program Quarters**" are June – August, September – November, December – February, March – May.

2. Program – Emergency Capacity DR. Provider agrees to facilitate and manage Customer's participation in the Emergency Capacity Demand Response Program (the "Program") managed by PJM Interconnection LLC ("Program Administrator") in accordance with PJM's Open Access Transmission Tariff, as amended from time to time, subject to Customer meeting all applicable Program requirements and fulfilling its obligations as set forth herein and under applicable laws (as amended, modified or supplemented from time to time, the "Program Rules"). Certain relevant Program Rules are set forth in PJM's manuals, especially manuals 11, 13 and 18, and can be found at <http://www.pjm.com/documents/manuals.aspx>. Customer hereby represents and warrants that it and its accounts can and will comply with the Program Rules and will remain eligible to participate in the Program.

3. Administration.

- **Enrollment Notifications.** Prior to the start of the next applicable "Program Period", as defined herein, Provider will use commercially reasonable efforts, to email Customer an enrollment notification that will include the specific Program option and the dispatch notification lead time applicable to Customer's electric utility accounts. This notice will also include the proposed committed "Firm Service Level," as defined herein, and if applicable, amount to reduce below a "Non-Summer Customer Base Line", as defined herein, for each of Customer's utility accounts. Change requests to the Firm Service Level or amount to reduce below the Non-Summer Customer Base Line must be submitted via written request by Customer within 3 business days after receipt of the enrollment notification. Enrollment in the Program is contingent upon a successful registration with Program Administrator and Provider's **ability to secure sufficient capacity supply obligation for the applicable Program Period.**
- **Dispatch Notification.** When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email and contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. Customer understands that events and tests are mandatory, unless otherwise noted in the dispatch notification, and Provider expects that upon receipt of such notification, Customer will curtail their committed Curtailment Value based on the notification instructions in accordance with the Program Rules.

- **Interval Data Requirements.** Interval metering of Customer's electricity usage is a requirement for participation in the Program. Customer is responsible for providing the data to Provider. The data can be collected either from an electric utility interval meter or a Program approved shadow meter. Failure to provide the data within the time frame requested by the Provider may cause a delay or non-payment.

If the required interval level data is not available in the manner required by the Program Rules, then Provider will install data acquisition ("DA") solutions. Title to such metering equipment will pass to Customer upon installation, excluding any utility-owned equipment.

- **Total Meter Solution.** Should DA solution(s) be required for participation in load curtailment program(s) or Customer chooses to have a DA solution installed, in addition to the Total Meter Solution terms set forth in the MSA, fees will be deducted from Customer's DR earnings as a \$250/month fee for the first 24 months of DA solution Lifecycle for any new DA solution installed at the Customer's site during the Term of this agreement. After the first 24 months has elapsed, Customer agrees to a recurring \$50/month fee per DA solution for the remainder of the Term. Customer agrees to a recurring \$50/month fee for any DA solution previously installed by Provider for duration of the Term. After the Initial Term of this agreement, Total Meter Solution fees are subject to change and any such changes will be communicated to customer in writing at least thirty (30) days in advance of the next expected Customer payment.
- **Contact List.** Customer must provide Provider with the name, email and phone numbers to be used by Provider for notification purposes upon execution of this Addendum. It is Customer's responsibility to keep this information current (i.e. dispatch, notification, accounting, etc.). Customer shall immediately notify Provider of any change to such information.
- **Customer's Utility Accounts.** Within two (2) weeks of execution of this Addendum, Customer will provide Provider the electric utility account numbers and required data for the utility accounts to be enrolled in the Program. Provider will review the data and provide Customer with the Account Confirmation Schedule which will confirm the Customer's utility accounts that will be enrolled in the Program. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider's timeframe may prevent Provider from enrolling Customer's utility accounts in the Program.
- **Changes in Curtailment Values.** As per the MSA, Customer will notify Provider as soon as possible at customerservice@cpowercorp.com in the event that Customer becomes aware that it is unable to provide its committed Curtailment Value.

4. Term and Requirements. Customer commits to the Program for the first enrolled Program Period ("Initial Term"), as identified in the Account Confirmation Schedule. Following the Initial Term, for each utility account listed in the Account Confirmation Schedule, the term will extend annually for a period of one (1) year unless written notification by either party is provided ninety (90) days prior to the next Program Period.

For each Program Period, Customer's commitment is to reduce or maintain electricity consumption at or below a "Firm Service Level", and if applicable, below the "Non-Summer Customer Base Line". **The associated "Curtailment Value" for achieving such Firm Service Level or reduction measurement below the Non-Summer Customer Base Line is the maximum payment kw for the Program Period; the calculations for which are defined herein.** Customer may be subject to mandatory events and tests, as defined in Program Rules, in the on-peak and off-peak periods, in order to be deemed compliant with their commitment. Customer's payments will be adjusted for failure to provide the committed Curtailment Value for events or tests in the on-peak and off-peak periods.

5. Payments. For participating in the Program, Customer may receive from Provider both a "Capacity Payment" and an "Energy Payment", as defined herein. In addition to the payment terms set forth in the MSA, the following shall be applicable with respect to payments to Customer under this Addendum:

Provider will pay to Customer 70.00% of the Capacity Payment and Energy Payment based on Customer's performance in response to event and test notifications.

Customer will receive payment sixty (60) days following the end of each Program Quarter after Provider's receipt of payment from Program Administrator.

CPOWER

By:
Name:
Title:
Date:
Address: 111 Market Place, Suite 201
Baltimore, MD 21202
Telephone: 1-800-300-1059
Facsimile:
Email Address: ContractBooking@cpowercorp.com

Bensenville Ice Arenas

By: _____
Name: _____
Title: _____
Date: _____
Address: 545 John St. Bensenville, IL 60106

Telephone:
Facsimile:
Email Address:

CPOWER ACCOUNT CONFIRMATION SCHEDULE
CUSTOMER: Bensenville Ice Arenas

UDC	UDC Account Number	Store #	Service Address	Start Date	End Date	Customer Share %	Program	Est Curtailment Value Summer (kW)
COMED	1863026010	Jefferson St	735 E. Jefferson St. Bensenville, IL 60106	06/01/2017	05/31/2020	70.0	Emergency Capacity	200.0
COMED	7982573005	Edge John St	545 John St. Bensenville, IL 60106	06/01/2017	05/31/2020	70.0	Emergency Capacity	400.0

Notes:

1. Estimated Curtailment Value may be adjusted depending on operational capacity or market availability
2. Accounts with an estimated Curtailment Value equal to 0 will be enrolled as Voluntary

RESOLUTION NO. _____

A RESOLUTION APPROVING A DEMAND RESPONSE MASTER SERVICE AGREEMENT WITH ENERWISE GLOBAL TECHNOLOGIES, INC. D/B/A CPOWER

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to enter into agreements for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as Enerwise Global Technologies, Inc. D/B/A CPower has expressed a desire to enter into a Demand Response Master Service Agreement (hereinafter the “AGREEMENT”) with the Village in accordance with the terms and conditions as expressed in that subsequent “AGREEMENT” attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Enerwise Global Technologies, Inc. D/B/A CPower.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 28th day of March 2017.

APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____