



October 2, 2025

TO: Cortney Hanson - City Clerk
Melissa Morris – Deputy City Clerk

FROM: Andrew Copeland – Fire Marshal

RE: Approval Letter for fireworks display on November 21, 2025.

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

The loading and discharging of fireworks reviewed for compliance with the following laws and codes:

- **2015 International Fire Code** (City adopted Fire Prevention Code)
- **P.A. 328 of 1931** as Amended, State of Michigan Fireworks Law
 - **NFPA 1123**, Code for Fireworks Display

RECOMMENDED for APPROVAL, with the Following Conditions:

- 1) The vendor for the display is Ace Pyro LLC., contact is Andrew Leonard.
- 2) Absolutely no smoking or use of open flames in the safety zone.
- 3) All unauthorized personnel and the general public will be kept away during the fireworks being loaded and fired off. **There is a radius of 210' for the fallout zone. See Map Attached.**
- 4) The storage method and location of the fireworks prior to the show shall be provided and shall be in compliance with NFPA 1123, at no time shall the storage of fireworks be left unattended.
- 5) The installation of the motor tubes and racks or other launch devices shall be inspected prior to the loading of any pyrotechnics device by a fire department representative.
- 6) The firing method of the pyrotechnics devices shall be electronic means **ONLY**.

This fireworks show is proposed to have 3.0" shell as the largest shell to be shot off. This review and approval is based on this information and the submittal by Ace Pyro LLC. **At no time shall a shell larger than 3.0" be used in this show.**



Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as "ACE"), a Michigan based-company with its principal place of business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

Name of Sponsoring Organization: City of Novi – Light the Lights

(Herein referred to as "Sponsor")

Sponsor Contact Name: Jeanette Handy

Mailing Address of Sponsor: 45175 Ten Mile Rd. Novi, MI 48375

Email Address of Sponsor: jhandy@cityofnovi.org

Sponsor Phone: (248) 347-0416

Billing Contact Name: _____

(If different from above)

Billing Address: _____

(If different from above)

Billing Email Address: _____

(If different from above)

Billing Phone: _____

(If different from above)

ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties.

1. Display(s)

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due
<u>November 21, 2025</u>	<u>TBD</u>	<u>\$5,000</u>	<u>\$2,500</u>	<u>August 21, 2025</u>

2. Contract Period

This contract will be for one fireworks display.

3. Budget

If a budget larger than that listed under section 1 is available, additional fireworks will be added to increase the size and dramatic impact of the display.

4. Payment(s)

A deposits of 50% is due 120 days prior to the display date. If the contract is entered into fewer than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 days prior to the display date. The display shall not be fired until payment in full is made, or other payment arrangements



confirmed.

5. Licenses & Insurance

ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of \$10,000,000 naming the Sponsor as additional insured.

6. Inclement Weather

ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsor shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

7. Cancellation

The following fees schedule will apply should the Sponsor elect to cancel a display included in this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

8. Safety & Workflow

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor shall conduct a final inspection of the display fallout area the morning following the display. Following the display, ACE shall be solely responsible for policing of the display setup area and for the removal of unexploded fireworks and the cleanup of material debris, the removal of any equipment from the display setup area, and the refilling of holes created by ACE or on behalf of ACE within the display setup area.

9. Security

The Sponsor and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by, a member of the fireworks setup crew. During the display, the Sponsor agrees to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

10. Marketing

ACE may use public displays for promotional use, including but not limited to video recording inviting current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from the Sponsor before making such invitations. In return for marketing privileges ACE may donate



products and services to enhance the display.

11. Force Majeure

ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

12. Hold Harmless

ACE agrees to indemnify and hold harmless the Sponsor, its agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is the subject of this agreement. The Sponsor agrees to give ACE prompt notice of any claims or demands and to cooperate with ACE, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsor agrees to indemnify and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is subject of this agreement, which are caused by the Sponsor and/or its agents, servants or employees negligence or failure to adhere to its responsibilities under this agreement.

13. No Partnership/Joint Venture

This agreement shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE. If for any reason a fully-executed contract and deposit is not received by ACE as of 14 days prior to the scheduled display date, this is contract will be deemed null and void.



Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Jeanette Handy
Name

Creative Services Coordinator
Title

248.347.0416
Work Phone

586.925.0810
Cell Phone

jhandy@cityofnovi.org
Email Address

Contract accepted on behalf of **Sponsor:**

[Signature]
Signature

Jeanette Handy
Please Print Name

Creative Services Coordinator
Please Print Title

8/18/25
Date

Contract accepted on behalf of **ACE:**

Christy McAllister
Signature

Christy McAllister
Please Print Name

Display Manager
Please Print Title

8/19/25
Date

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	4-MI-161-20-6D-12625
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	April 1, 2026
Name ACE PYRO LLC			

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

**13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

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

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

**ACE PYRO LLC
13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete ACE PYRO LLC-13001 E AUSTIN RD-48158-4-MI-161-20-6D-12625-April 1, 2026-20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 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: **ACE PYRO LLC**

Business Name:

License/Permit Number: **4-MI-161-20-6D-12625**

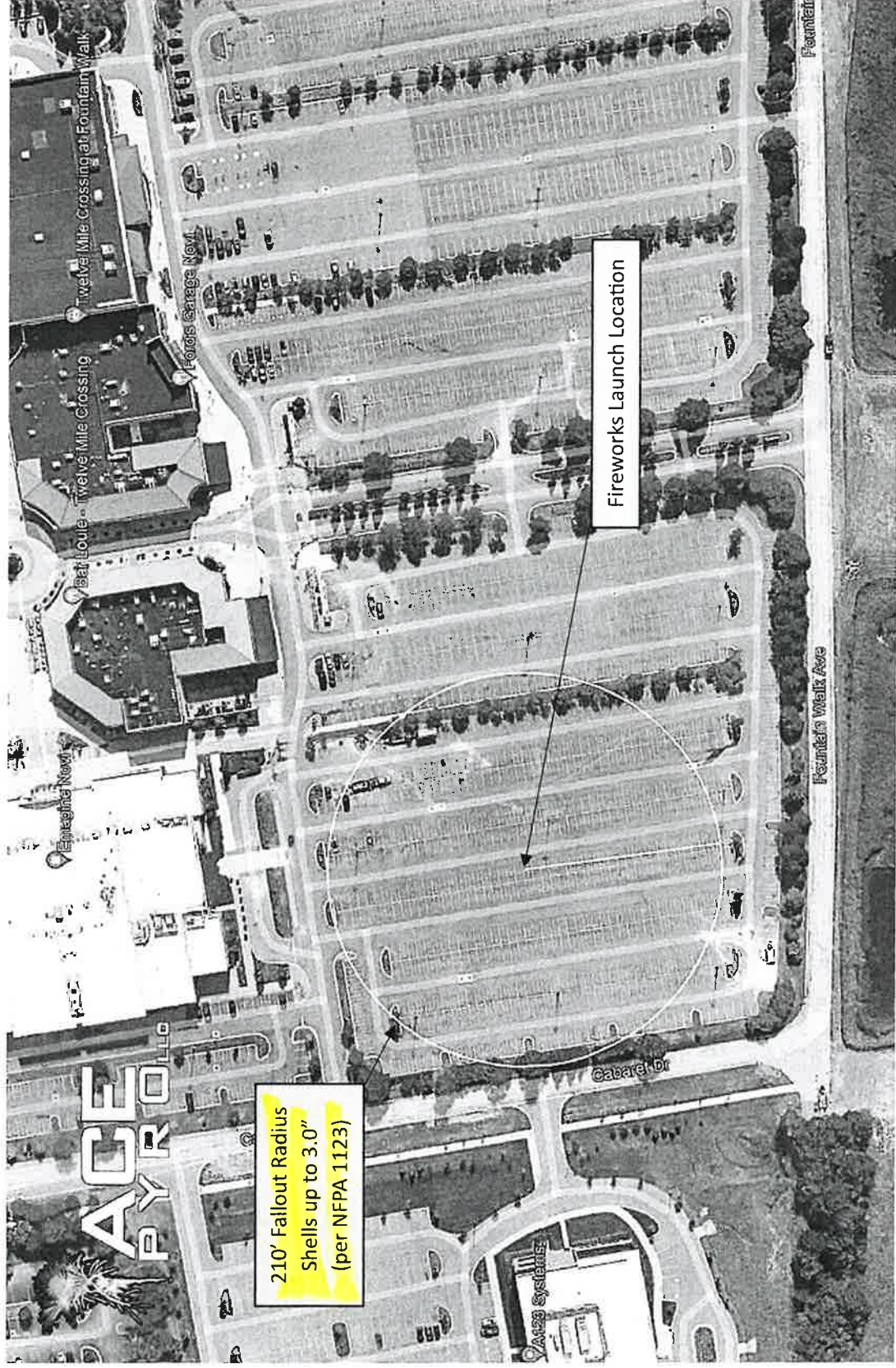
License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2026**

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

2025 Light up the Lights

Fireworks Site Map



**FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY**

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

DATE PERMIT(S) EXPIRE:

☐ Agricultural or Wildlife Fireworks

Articles Pyrotechnic

☒ Display Fireworks☒ Public Display☐ Private Display

Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

☒ YES ☐ NO

13001 E Austin Rd, Manchester, MI

TELEPHONE NUMBER

ORDER YES ☒ NO ☐

MI, IL, IN, WI, NY

☐ YES ☐ NO☐ YES ☐ NO

Approx 7PM

None, fireworks will be brought from company storage

Acrisure

3737 Park East Dr. STE 204 Beachwood, OH. 44122

KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)

Approx 200

3" Shells

Approx 200

2.5" Shells

Andrew Leonard

9/30/25

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the Michigan Fireworks Safety Act, PA 256 of 2011, MCL 28.466, Section 16.
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.