

Town of Stoneham Capital Committee Notes

January 22, 2020 4:00 PM Town Hall, Conference Room

Attendees: Tom Barry, Heidi Bilbo, Ryan Brown, David Castellarin, Kara Johnston, John Macero, Cory Mashburn, Al Rego, Dennis Sheehan, Jaime Wallace, April Lanni

1. Approve Meeting Minutes of 01/07/2020
 - a. Jaime Wallace made motion to approve minutes, David Castellarin seconded. John Macero abstained.
 - b. Vote: 8-0-1 Approved Minutes

2. FIRE DEPARTMENT
 - a. **Request:** Portable Radios- \$40,000
 - i. \$40K would support a FEMA Grant request of \$280,000. Would hear back about the grant summer 2020.
 - ii. \$30K from last year will help the Department start buying radios now. Need to get radios for new recruits.
 - iii. \$6,000-\$8,000 per radio + additional costs for charging stations, etc.
 - b. **Request:** Fire Engine - \$730,000
 - i. This would put the fire department on a cycle with 5 years between pump trucks.
 - ii. Costs increase 4% per year
 - iii. Lifespan depends on road conditions, mileage, etc.
 - iv. Current 2011 Pump Truck would become the spare
 - v. 108 days in 2019 when a truck was in the shop
 - vi. Takes 280 days for a truck to be delivered after order is placed
 - vii. See **Attachment 1**.
 - c. **Request:** Fire Department Kitchen/Bathroom
 - i. VOC approved Fire Department Kitchen/bathroom. Town will need to pay for materials (\$30K-\$40K)
 - ii. See **Attachment 2**.

3. ARENA
 - a. **Request:** Little Roof and Ventilation- \$250,000
 - i. Currently leaking. Need to put tarps over new compressors during rain events.
 - ii. Samples taken, no asbestos anticipated.
 - iii. Quote received from Recco
 - iv. Tremco quote to repair the roof was \$190,000
 - b. **Request:** Ice Resurfacer - \$200,000
 - i. Motor died this year and lost three days of ice time. Cost of motor was \$10,000.
 - ii. Need to stick with electric resurfacer. Building does not have proper ventilation for gas or diesel.
 - iii. No current spare.
 - iv. Takes 1 year for delivery once ordered.
 - v. Life of resurfacer is 10-12 years.
 - vi. Batteries cost \$8,000 and typically have a four-year lifespan.
 - c. Solar panels have been installed and are awaiting final inspection. Town is waiting on \$25,000 rebate from Eversource and has received a \$10,000 rebate from National Grid.

- d. A generator for compressors may come in a future capital request.
 - e. Rental space/pro shop in future capital request would require a new skate sharpening machine and rental skates.
 - f. Last ice resurfacers was purchased in FY 2011. See **Attachments 3 and 4**.
4. RECREATION
- a. FY2022 Request - Playground - \$176,000.00
 - i. Playground improvements would be at Arsenault. Current playground is not ADA compliant and has a number of safety hazards. Located at the end of Greenway.
 - ii. See **Attachment 5**.
 - b. Clara Steele Playground Project will likely break ground in Fall 2020.
 - c. Public can attend Open Space Meetings and provide input on designs.
5. Capital Committee requested staff obtain a quote from a roofing company for Arena Little Roof.
6. Dave Castellarin will update the committee on project spending requirements at next meeting.
7. Motion to adjourn at 5:30 PM by John Macero. Seconded by Jaime Wallace. Unanimous.
8. Next meeting: 2/4/2020 at 4 PM

ATTACHMENT 1

ATTACHMENT 1 - FIRE - FW Quote (Seagrave Copy of Engine 2)

From: Grafton, Matt
Sent: Tuesday, January 21, 2020 12:05 PM
To: Rego, Al
Subject: FW: Quote (Seagrave Copy of Engine 2)

Al,

Please see the below quote to purchase a pumper.

Thanks,

Matthew G. Grafton
Chief of Department/EMD
Stoneham Fire Department
mgrafton@stoneham-ma.gov
PH: (781)-507-2537
Fax: (781)-438-7066

From: wcstremper@comcast.net [mailto:wcstremper@comcast.net]
Sent: Tuesday, November 26, 2019 4:05 PM
To: Grafton, Matt <mgrafton@stoneham-ma.gov>
Subject: RE: Quote (Seagrave Copy of Engine 2)

Chief,

1. I have been working on your quote for a copy of Engine 2 (#78H76).
2. It is looking like you are in the \$705,000 range for a purchase today.
3. For a purchase in June 2020, I would add at least 4%.
4. Supplier pricing has been somewhat volatile (Tariffs, etc.). It is hard to predict the future.
5. I will have specifications for you early next week.

Please, feel free to contact me at any time. Happy Thanksgiving!!

Thank you,
William C. Stremper
Sales Representative
FleetMasters Sales & Service, LLC

Office: 860-292-8553
Fax: 860-627-6023
Cell: 860-670-9005

“The Safest Name in Fire Apparatus”

Visit our web sites: www.seagrave.com & www.fleetmastersinc.com

ATTACHMENT 1 - FIRE - FW Quote (Seagrave Copy of Engine 2)

Confidentiality Notice

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ATTACHMENT 2

ATTACHMENT 2 - FIRE - FW Northeast Metro Tech Work

From: Grafton, Matt
Sent: Tuesday, January 21, 2020 11:59 AM
To: Rego, Al
Subject: FW: Northeast Metro Tech Work

Matthew G. Grafton
Chief of Department/EMD
Stoneham Fire Department
mgrafton@stoneham-ma.gov
PH: (781)-507-2537
Fax: (781)-438-7066

From: Fabrizio, David [mailto:dfabrizio@northeastmetrotech.com]
Sent: Tuesday, January 21, 2020 10:36 AM
To: Grafton, Matt <mgrafton@stoneham-ma.gov>
Subject: Northeast Metro Tech Work

Chief,
We have been approved by our school committee to do the work in your building. I believe to this point you have been visited by HVAC, Plumbing, Electrical, Drafting and Design. All that is left is Carpentry. I will push them to get by this week to look at the project. Talk to you soon
Dave

--

David P. Fabrizio, BA, MA, CAGS
Vocational Dean
Early Childhood Education, Design and Visual, Health Assisting, HVAC, Plumbing and Outside
Projects
781-246-0810 ext 1638

The Secretary of State has determined that all e-mails are a public record and may not be kept confidential.

ATTACHMENT 3

May 4, 2010

To whom it may concern:

I, John J. Hanright, duly elected and qualified Clerk of the Town of Stoneham, Massachusetts hereby certify that the following vote was passed at the Annual Town Meeting held at Town Hall on May 3, 2010 as follows:

Article 17. To see if the Town would vote to: (i) appropriate a sum of money from the Capital Stabilization Account, and (ii) transfer from funding from Article 12 of the October 2008 Special Town Meeting, and for borrowing, to fund capital projects, or do anything in relation thereto.

Capital Committee

Article 17. Voted that the Town vote to appropriate a sum of One Million Four Hundred Fifty-Seven Thousand Five Hundred Dollars (\$1,457,500) for the following capital expenditures:

i) Digital Portable Radios	\$82,500
ii) Street Sweeper	\$165,000
iii) Replace Town Hall Roof	\$25,000
iv) Fire Pump Truck	\$600,000
v) Zamboni	\$110,000
vi) Technology	\$80,000
vii) South School Air Conditioner	\$75,000
viii) School Oil Tanks	\$320,000

Said sum totaling One Million Four Hundred Fifty-Seven Thousand Five Hundred Dollars (\$1,457,500) to come from borrowing pursuant to Chapter 44 of the Massachusetts General Laws and any other applicable laws.

**2/3 Vote Required
Passes Unanimous**

Sincerely,

John J. Hanright
Town Clerk

Stoneham Board of Selectmen – Minutes of Meeting of January 25, 2011

Chairman R. Paul Rotondi called the meeting to order at 7:45 p.m. Also present were Selectmen John F. DePinto, Richard S. Gregorio, Robert W. Sweeney, Frank Vallarelli, Town Administrator David Ragucci, and Town Counsel William H. Solomon.

Pledge of Allegiance

Approve Minutes

Selectman DePinto moved approval of the 1/4/11 minutes, seconded by Selectman Vallarelli. **Motion was unanimously voted.** Selectman DePinto moved approval of the 10/21/10 minutes, seconded by Selectman Vallarelli. **Motion was unanimously voted.**

Zamboni/Declare as Surplus Property and Allow Town Administrator to Dispose of It

Selectman DePinto moved to declare the old Zamboni surplus and allow the Town Administrator to auction it off through www.govdeals.com. Motion was seconded by Selectman Gregorio and **unanimously voted.**

Proposed Article for ByLaw Amendment/Selectman Gregorio

Selectman Gregorio asked the Town Administrator and Town Counsel to draft an article going back to where the Town Administrator Act was originally. He said he would like to go back and have it all under the Town Administrator, as when he first joined the Finance Board back in the 90's, excluding the Town Accountant, Town Counsel, Town Administrator, and the Schools. Selectman Sweeney asked if they had spoken to any of the other boards. Selectman Gregorio said that was why he wanted to bring it up now.

Budget

Town Administrator Ragucci presented a budget with a trash fee to the Board. Mr. Ragucci reviewed the budget. He said it allows them to restore the Library at the same hours and he is recommending \$22,932,535 for the Schools with the Trash Fee as opposed to \$22,230,000 without the Trash Fee. He said this budget also includes pay raises of 1 ½% that the Town negotiated in FY11 and FY12. He said the Town side will see no layoffs with this budget. Mr. Ragucci said liability and property insurance is going up 18 to 20%. The Board gave Mr. Ragucci permission to get bids for liability and property insurance. Selectman Gregorio said he would like to work with the Town Administrator and Ron Florino when they work on the analysis for the Trash fee. Chairman Rotondi said the \$36,000 increase in Unclassified is really a misnomer. He said he would like to see what made that increase. He said \$123,000 was for the 1 ½% increases. Mr. Ragucci said they are not using any one-time revenues to balance the budget and they are anticipating level revenues to come in on Local Receipts. Mr. Ragucci said the Snow and Ice deficit is at \$186,000. Motion was made and seconded to

Meeting recessed at 7:40 p.m.
Meeting reconvened at 7:53 p.m.

Miscellaneous Correspondence

Selectman Sweeney said Town Administrator Ragucci got a request for a carnival to be set up at the Arena. He said it would definitely impact Stoneham Oaks. Chairman Rotondi noted that half of 93 will be closed down that weekend. Selectman Sweeney suggested some other spot. Selectman DePinto asked Mr. Ragucci if he could discuss that with the carnival people.

Chairman Rotondi said the Middle School Building Committee selected the Middle School site.

Town Administrator Reports

Mr. Ragucci said he offered the condo associations a reduced rate of \$150 for trash pickup. He said no large condo association is taking them up on the offer. Selectman Sweeney said he would support abatements for seniors. Mr. Ragucci said Sen. Clark met with them regarding the Fast 14 project and was very helpful and will champion Stoneham's cause. Mr. Ragucci said the Historical Commission has been in contact with him regarding the North and East Schools. He asked if there would be any objection to forming a committee to see what area residents would like to see happen and develop an RFP to dispose of the properties. He asked they allow him to form the committee. Selectman DePinto volunteered. Selectman Vallarelli said first the School Committee has to release the buildings. Chairman Rotondi said they can do the groundwork but before establishing a committee they should talk to the Superintendent. He said he wants their okay. Mr. Ragucci said there is going to be a stakeholders meeting about adaptive reuse of the buildings. Selectman DePinto said to have Selectman Vallarelli sit on the committee as a Selectman and he will be as a resident. Selectman Sweeney said he has no objection but still thinks they should go to the School Committee. Chairman Rotondi agreed. Chairman Rotondi told Marcia Wengen they can do the stakeholders meeting but before they delve into an RFP the Board wants the School's okay. Ms. Wengen said if they got an RFP out by 7/1 it could be ready for October Town Meeting. Chairman Rotondi said that Selectman Sweeney is correct that they get an RFP and do zoning at the same time. Chairman Rotondi said the consensus of the Board is if the Schools say okay then they will set up a committee. Mr. Ragucci said there is a request from the Chief to hire three firefighters. Chairman Rotondi said one of the requirements for GASB45 is they can change medical benefits for new hires when they retire. Mr. Ragucci said there will be layoffs from other communities in June. He recommended hiring these three. Mr. Ragucci said the Zamboni was sold for \$15,101. Selectman Sweeney said Bob Grover gave them an idea on how much to paint the crosswalks. He said if they get unexpected money maybe they could start on it. Mr. Ragucci said that would cover the crosswalks and it would be a capital cost. Selectman Sweeney said he spoke with Katherine Clark about Ravine Road. He said they will try to set up a meeting. He said they were going to have it at 10 or 11 a.m., but he suggested rush hours. Town Counsel Solomon said he has gone over the draft traffic proposal with Melrose. He said they will provide their marked-up version tomorrow. He will return it to them by next Tuesday. He said he will send out an email that sets out the suggestion by the Ravine Road resident. He said that, with the Board's permission, he will send the email to Melrose.

Executive Session

Selectman DePinto moved to go into executive session for purposes of discussing Stockwell Trust and contract negotiations and not return as the Board of Selectmen, seconded by Selectman Sweeney. A roll call vote was taken.

Voting in favor:

Selectman Sweeney
Selectman Vallarelli
Selectman DePinto
Chairman Rotondi

Motion was unanimously voted (4-0).

Meeting adjourned at 8:27 p.m.

Respectfully submitted,

Muriel Doherty

ATTACHMENT 4

DESCRIPTION	YEAR	PER	JOURNAL	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
ARENA ZAMBONI	2,011	8	56	02/10/2011	113,780.02	FRANK J. ZAMBONI & CO., INC.	Purchase of Zamboni

ATTACHMENT 5

General Notes:

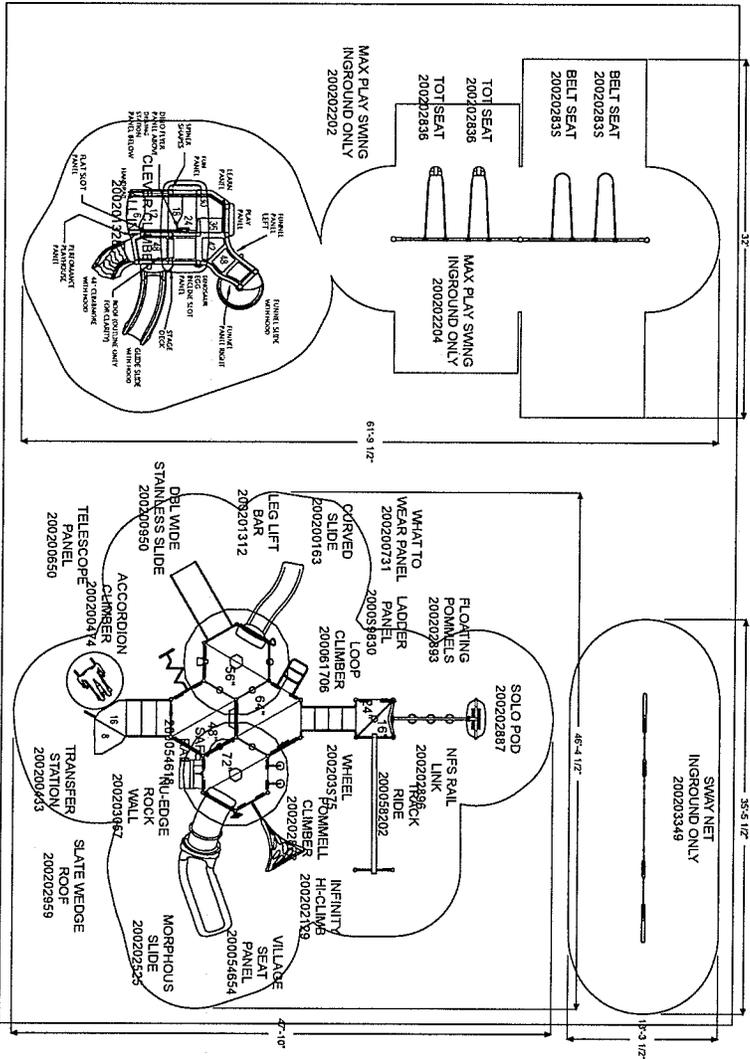
Age Group

2-5yrs 5-12 yrs 2-12yrs 3+ yrs

- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your local health department for more information on ADA requirements.
- For play to be enjoyable, the ADA applies to you.
- Accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the ADA requirements, it may be possible to modify the design to meet the requirements. The appropriate number of ground level events, the actual playground may be in compliance when considering the above.
- All deck heights are measured from top of ground cover.
- Fall absorbing ground cover is required under and around all play equipment.
- Swing sets must be located in a fall zone around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. rocks, rocks, border).
- All post heights are identified by text showing the post height. A 56 represents a 56 inch post.
- All equipment may be appropriate for all children.

Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use
- CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEDMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
0



Child Capacity

Project: Stonham Ma
 Arsenalt Playground
 LTCP's rep: Jason Corbett
 PlayPower LT
 (617) 605-1980
 Protective Area: 85'-6" x 63'-0"
 Drawn by: Jason Corbett
 Date: 7/2/2019
 DWG Name: E0010_43648481439
 LTCP's - Farmington
 878 East Highway 60
 Montett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

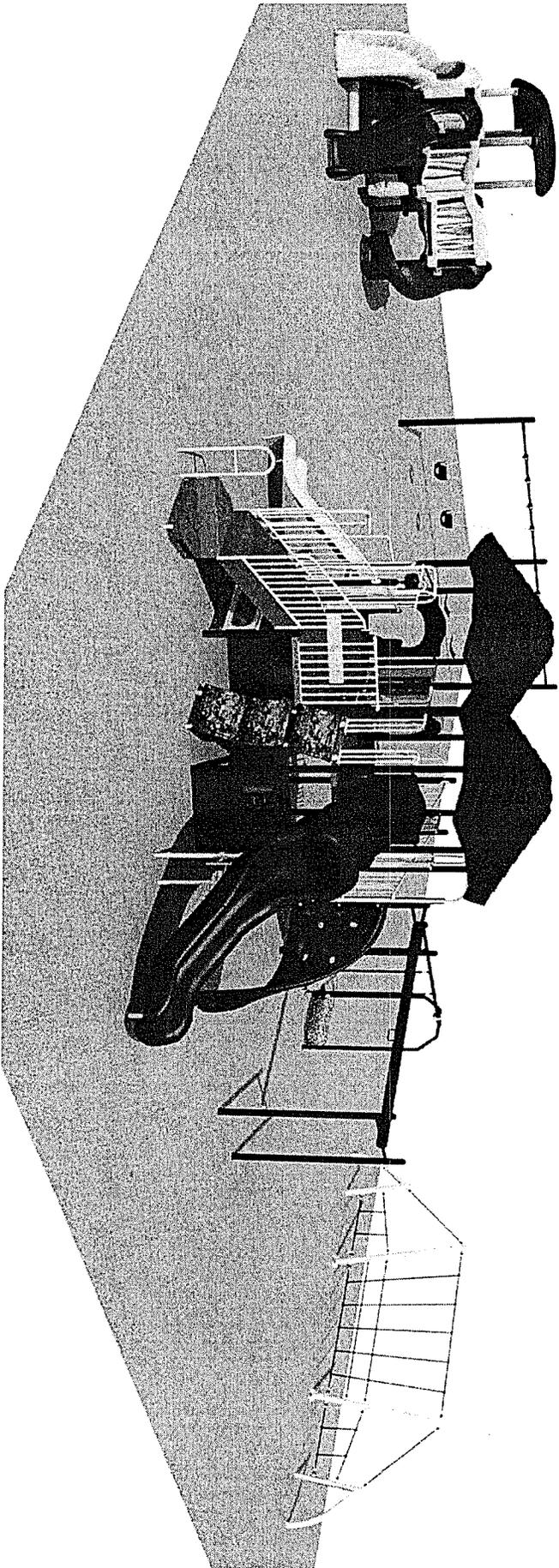


Play Structures

Jason Corbett

617-605-1980

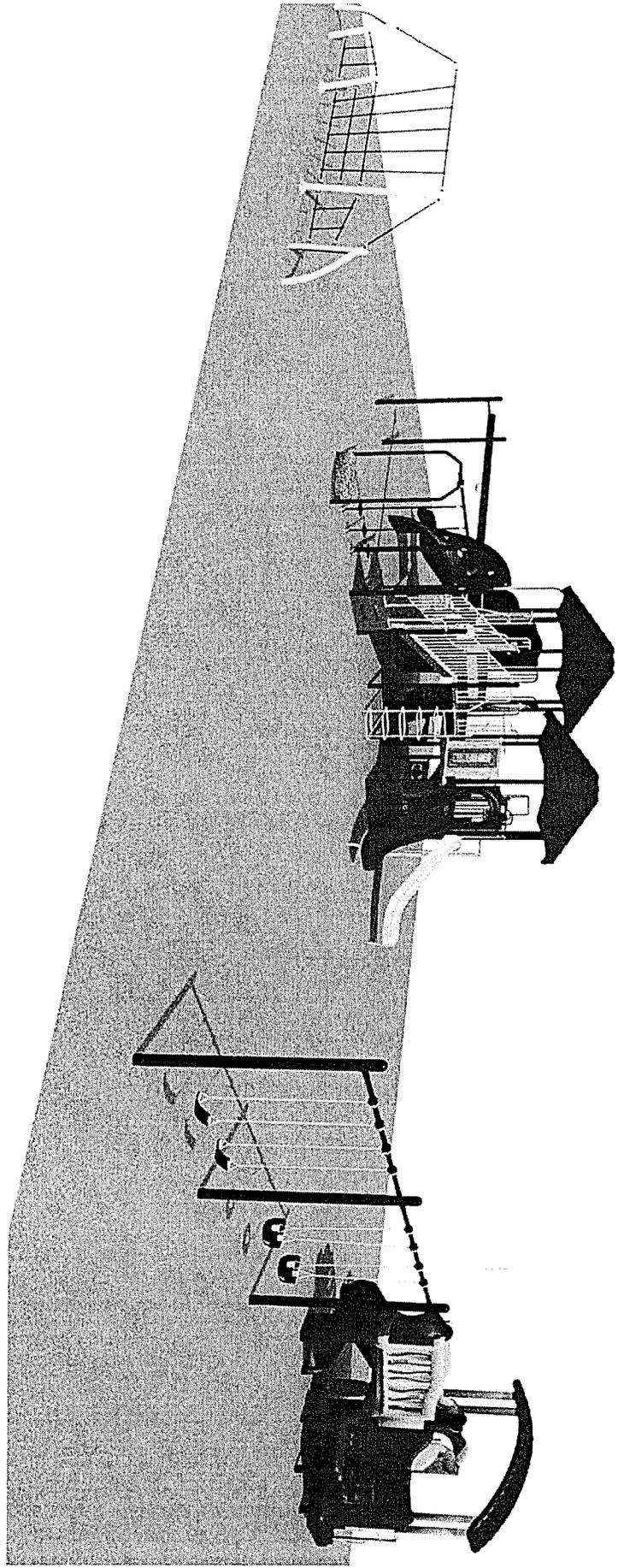
Jason.Corbett@Playpower.com





Play Structures

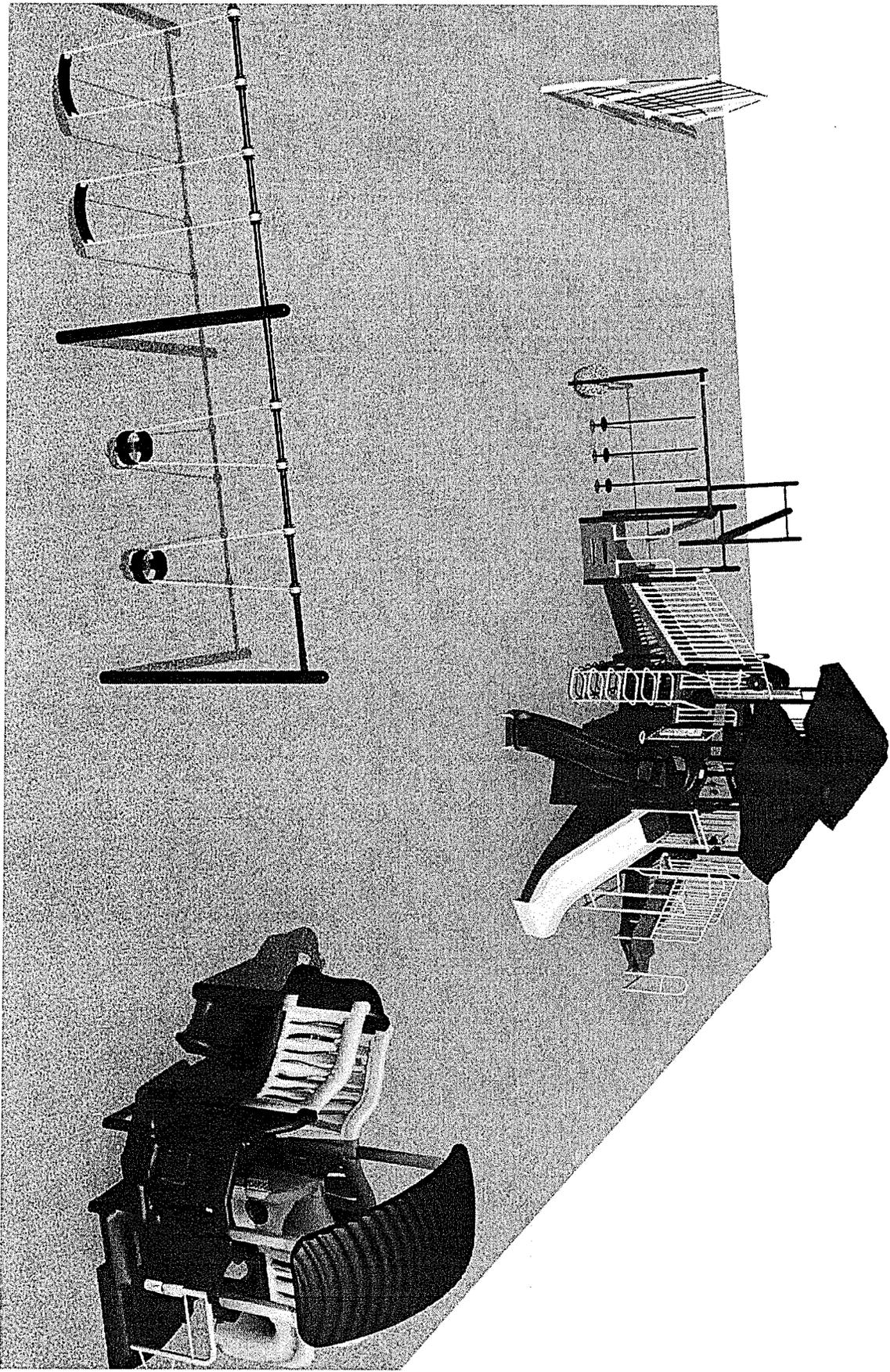
Jason Corbett
617-605-1980
Jason.Corbett@Playpower.com





Play Structures

Jason Corbett
617-605-1980
Jason.Corbett@Playpower.com





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: E0010190184
Project: E0010_43648481439_01

Bill To:

Stephen J. Angelo Jr.
Town of Stoneham, Massachusetts
35 Central Street
Stoneham, MA 02180
781-279-2609 (phone)
Sangelo@stoneham-ma.gov

Project Name & Location:

Prepared by: Jason Corbett

New England Direct Territory
Manager- PPLT
Peabody, MA 01960
(617) 605-1980 (phone)
Jason.Corbett@PlayPower.com

Ship To Address:

Stephen J. Angelo Jr.
Town of Stoneham, Massachusetts
35 Central Street
Stoneham, MA 02180
781-279-2609 (phone)
Sangelo@stoneham-ma.gov

End User:

Quote Number: E0010190184
Quote Date: 7/2/2019
Valid For: 30 Days From Quote Date

PlayArea_2

Product line: PlayBuilders
Age group: 5-12

Global defaults

Aluminum Steering Wheel
Belt Swing Seat Color
Clever Climb Mounting
Clever Climb Color
Infinity 1 Plastic Clr
MaxPlay TM Swing Clr
NFS Ground Cover
NFS Post Color
NRG Plastic Clr
PB Ground Cover
PB Overhead Color
PB Panel/Crawl Tunnel Color
PB Roof/Table Color
PB Slide Color
PB Village Panel Color
PB Vinyl Clr
Plastic Steering Wheel
Play Builder Accent Color
Play Builder Post Color
Rail Accent Color
Sway Net Color
Tot Swing Seat Color

RED

Buried

FOREST GREEN

BLACK

Buried

FOREST GREEN

GRAYSTONE

Buried

FOREST GREEN

FOREST GREEN

FOREST GREEN

BROWN

Gray

RED

BEIGE

DARK BROWN

FOREST GREEN

YELLOW

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005350	PB HALF SQUARE DECK	2	75.00	2.00	581.00	1,162.00
200054611	PB PANEL ARCH BUBBLE	1	22.00	3.00	754.00	754.00
200054616	PB LONG SAFETY RAIL W/TAB MT.	1	40.00	2.00	334.00	334.00
200054618	PB SAFETY RAIL LONG W/O MT	1	40.00	2.00	333.00	333.00
200054654	PB PANEL VILLAGE SEAT	2	46.00	14.00	432.00	864.00
200058202	PB TRACK RIDE 12"	2	46.00	14.00	432.00	864.00
200059830	LADDER PANEL BELOW DECK 610 F/PB W/HAND STEP INTER 405MM/16" W/HAND LOOPS PB	1	56.00	1.00	446.00	446.00
200061706	CLIMBER LOOP PB 64"/1625	1	86.00	49.00	1,073.00	1,073.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	5.00	0.36	0.00	0.00
200200196	PB 142MM SGL. WAVE SLIDE	1	128.00	52.00	1,090.00	1,090.00
200200202	PB DK/DK PLATE 8"/203MM (FACES)	3	14.00	0.40	116.00	348.00
200200221	PB DK/DK ASSY 24"/610MM W/PARACHUTES	1	19.00	0.50	152.00	152.00
200200433	TRANSFER STATION 1220 MM PB_W/SAFE.RLS.	1	40.00	1.00	333.00	333.00
200200474	PB ACCORDION CLIMBER 1220MM(48") GROUND KIT MAINTENANCE PB W/O LIST PRICE	1	368.00	33.00	2,890.00	2,890.00
200200531	PB TELESCOPE PANEL DKMT	1	10.00	1.00	0.00	0.00
200200661	PB STEPS DK/DK-LRG HOLE1016mm W/RAILS	1	230.00	21.00	1,961.00	1,961.00
200200681	PB GEAR REACH PANEL	1	55.00	2.00	934.00	934.00
200200731	PB WHAT TO WEAR PNL	1	40.00	4.00	1,435.00	1,435.00
200200950	PB SS DOUBLE SLIDE 56"/1422MM (2007)	1	130.00	37.00	4,140.00	4,140.00
200200973	PB PANEL CRAWL FLAT TOP PTMT	1	16.00	0.00	464.00	464.00
200201312	PB LEG LIFT BAR	1	3.00	0.10	197.00	197.00
200201328	CLEVER CLIMBER "ALL IN(ALL OUT)"BOX1,2,3	1	1,500.00	300.00	5,763.00	5,763.00
200202129	PB INFNTY HI-CLMB 72"(1830 MM)	1	235.00	130.00	2,225.00	2,225.00
200202202	MAXPLAY 8' STANDARD BEAM	1	220.00	11.00	1,165.00	1,165.00
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM	1	140.00	9.00	1,046.00	1,046.00
200202525	PB MORPHOUS SLIDE 1830MM(72") LEFT	1	220.00	110.00	4,971.00	4,971.00
200202611	PB POST W/CAP 2285MM (90")	1	33.00	2.00	128.00	128.00
200202614	PB POST W/CAP 2895MM (114")	1	42.00	2.00	163.00	163.00
200202616	PB POST W/CAP 3300MM (130")	6	47.00	2.00	175.00	1,050.00
200202618	PB POST W/CAP 3710MM (146")	2	53.00	2.00	196.00	392.00
200202622	PB POST W/CAP 4520MM (178")	5	65.00	3.00	232.00	1,160.00
200202623	PB POST W/CAP 4725MM (186")	6	68.00	3.00	239.00	1,434.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2	18.00	0.50	110.00	220.00
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	2	21.00	1.00	192.00	384.00
200202872	PB CLIMBER POMMEL 1830MM/72"	1	134.00	0.00	1,925.00	1,925.00
200202887	NRG FREESTYLE SOLO POD	1	55.00	40.00	919.00	919.00
200202893	NRG FREESTYLE FLOATING POMMEL	1	62.00	6.00	1,558.00	1,558.00
200202896	NRG FREESTYLE RAIL TO PB	1	10.00	1.00	323.00	323.00
200202959	PB SLATE WEDGE ROOF (6 SECTION)	2	270.00	90.00	2,936.00	5,872.00
200203057	PB NU-EDGE ROCK CHALLENGE WALL 72"	4	220.00	12.00	2,391.00	9,564.00
200203349	SWAY NET FS	1	155.00	12.00	2,488.00	2,488.00
200203575	ASSY RAIL MT.ALUM.STEER.WHL.	1	425.00	30.00	5,756.00	5,756.00
200203578	ASSY F/PB POST MT.PLAS.STEER.WHL.	1	2.00	0.50	214.00	214.00

Risksign_Included

Product line: Park Service
Age group:

Global defaults
RISK MGMT SIGN CLR

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	2	277.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	3	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	3	0.00	0.00	3.25	9.75

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
600000009	Install All Prep by other. Owner to supply access to water and dumpster during time of install. Spoils to remain onsite.	1	0.00	0.00	22,000.0	22,000.00

Totals:

999999999	Poured in Place Supply and install 6000 sf PIP	1	0.00	0.00	90,000.0	90,000.00
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Equipment Weight: 9,457.00 lbs
 Equipment Volume: 1,207.74 ft³
 Equipment List: \$72,556.75
 Discount Amount: -\$10,000.00
 Products Subtotal: \$62,556.75
 Products by Other: \$112,000.00
 Installation: \$0.00
 Estimated Sales Tax*: \$0.00
 Freight: \$0.00 Code: Needed
Grand Total: \$174,556.75

Make Purchase Orders Out To:
 PlayPower LT Farmington, Inc.
 Remit Purchase Orders To:
 PlayPower LT Farmington, Inc.
 Attention: Sales Administration
 878 E US Hwy 60
 Monett, Missouri, USA 65708
 1-800-325-8828

Make Checks Payable To:
 PlayPower LT Farmington, Inc.
 Remit Checks To:
 PlayPower LT Farmington
 PO Box 734155
 Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received.
 † Denotes drop ship item.
 Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
 Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
 If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoorops@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
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THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.
3. Limitation of Warranty/Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.