



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0047220122

Project: R0047\_44769483801\_02

**Prepared For:**

Tom Mensi  
 Town of Monterey  
 Greene Park  
 435 Main St  
 Monterey, MA 01245  
 860-729-4619 (phone)  
 tjmensi@gmail.com

**Project Name & Location:**

**Prepared by:**

SITE SPECIFICS, LLC  
 PO Box 325  
 Rochester, MA 02770  
 (508) 763-0207 (phone)  
 (508) 763-0208 (fax)  
 cindy@sitespecifics.net

**Ship To Address:**

Tom Mensi  
 Town of Monterey  
 Greene Park  
 435 Main St  
 Monterey, MA 01245  
 860-729-4619 (phone)  
 tjmensi@gmail.com

**End User:**

Tom Mensi  
 Town of Monterey  
 Greene Park  
 435 Main St  
 Monterey, MA 01245  
 860-729-4619 (phone)  
 tjmensi@gmail.com

Quote Number: R0047220122  
 Quote Date: 8/1/2022  
 Valid For: 30 Days From Quote Date

**PlayArea\_1\_1**

Product line: Freestanding  
 Age group: 5-12

**Global defaults**

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
11141	6' X 6' MIRA-THERM SAND BOX	1	200.00	1,680.00	1,680.00
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,342.00	1,342.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	30.00	1,093.00	1,093.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	137.00	274.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	202.00	202.00
3064	CYCLO CONE PLUS CLIMBER	1	486.00	19,920.00	19,920.00
4551	DOME CLIMBER W/ORBS FS	1	700.00	8,102.00	8,102.00
714192	8' TRI-DK W/SLOPED CLIMB WALLS & CLIMB POLE	1	800.00	10,821.00	10,821.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	2.00	0.00	0.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,296.00	2,296.00

MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1	179.00	1,378.00	1,378.00
MR0936	3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)	1	154.00	1,292.00	1,292.00

## PlayArea\_2

Product line: Freestanding  
Age group: 2-5

### Global defaults

#### Components

Part Number	Description	Qty	Weight	Unit Price	Total
8027630	PIROUETTE, RED	1	210.00	853.00	853.00
9451	SADDLE SEAT, ANGLED POST	1	65.00	836.00	836.00
MR0880	MC COMMUNITY HELPERS	1	1,702.00	18,268.00	18,268.00

## RiskSign\_Included

Product line: Freestanding  
Age group:

### Global defaults

Post - FS

#### Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

## PlayArea\_Q1

Product line: Freestanding  
Age group: 2-12

#### Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	48	35.00	91.00	4,368.00
4406R	ACCESS:RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,062.00	1,062.00

**Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
926458	LABEL, GENERATION SWG, 2YR-12YR, MR	1	0.00	1.00	1.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

**Parts By Other**

Part Number	Description	Qty	Weight	Unit Price	Total
EWF Installed	IPEMA Certified Engineered Wood Fiber Furnished and Installed	192	0.00	45.00	8,640.00

**Totals:**

Equipment Weight:	6,924.00 lbs
Equipment List:	\$73,788.00
FAC 104 20% Discount Amount:	-\$14,757.60
Equipment Price:	\$59,030.40
Freight:	\$3,600.82
Installation:	\$27,000.00
Surfacing:	\$8,640.00
<b>Grand Total:</b>	<b>\$98,271.23</b>

**Notes:**

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle 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 "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle 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 Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0047220122      Quote Date: 8/1/2022      Equipment: \$73,788.00      Grand Total: \$98,271.23

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



**From:** Scott McFarland [<mailto:BerkshireSoilWater@gmail.com>]

**Sent:** Wednesday, June 22, 2022 1:09 PM

**To:** Melissa Noe <[admin@montereyma.gov](mailto:admin@montereyma.gov)>

**Cc:** Jim Wilusz <[jameswilusz74@gmail.com](mailto:jameswilusz74@gmail.com)>

**Subject:** Town Hall Title 5 Septic Inspection Report

Hi Melissa and Jim W,

Title 5 report attached. Please forward to Jim Hunt also, as I could not locate an email for him, and thank him for all the digging help in locating the system.

Items of Note: I completed the report as a Conditional Pass. The primary issue is that we could not get the pump chamber alarm to work. I'm not sure if its the float or the alarm unit itself; both seemed suspect. the Pump works fine.

Other repairs necessary, as discussed with Jim Hunt the day of inspection:

- Replace about 20' of settled/bellied sewer line into the south end of the septic tank (see sketch, page 16). It was holding quite a bit of liquid and solids.
- Replace SAS vent pipe; use new pipe and glue in place. (heads up, theres a birds nest with chicks inside the 90's on the current pipe.)

Other recommended maintenance items (but not necessarily required to Pass) include:

- Pump the septic tank while it is open. Confirmed size is 1500-gallon two-compartment
- Add 6" more of risers to the tank inlet and outlet. This will bring them right to grade, and both sides of the tank can then be easily accessed for pumping.
- Add a filter to the effluent tee; the tee/baffle are in excellent condition

Relative to playground upgrades, information on the D-box and SAS trench locations are on the sketch, page 16, with distance ties. The trenches and D-box concrete were in excellent condition. The top of the D-box is 2.5' below grade, and tops of trenches are about 3' below grade. I marked D-box and trench locations with orange flags in the field (but they may not have lasted long out there depending on playground activity). I believe any work done within 2' of current grade shouldn't impact the septic. Any playground work planned deeper than 2' below grade will need to be worked around the septic SAS component locations.

Any questions, let me know. Thanks.

--

**Scott McFarland**

*d/b/a Berkshire Soil & Water*

*Septic Inspections & Percolation Testing*

*Cell: 413-250-9843*

Border Timbers

# Single Mii

Model: 440-12

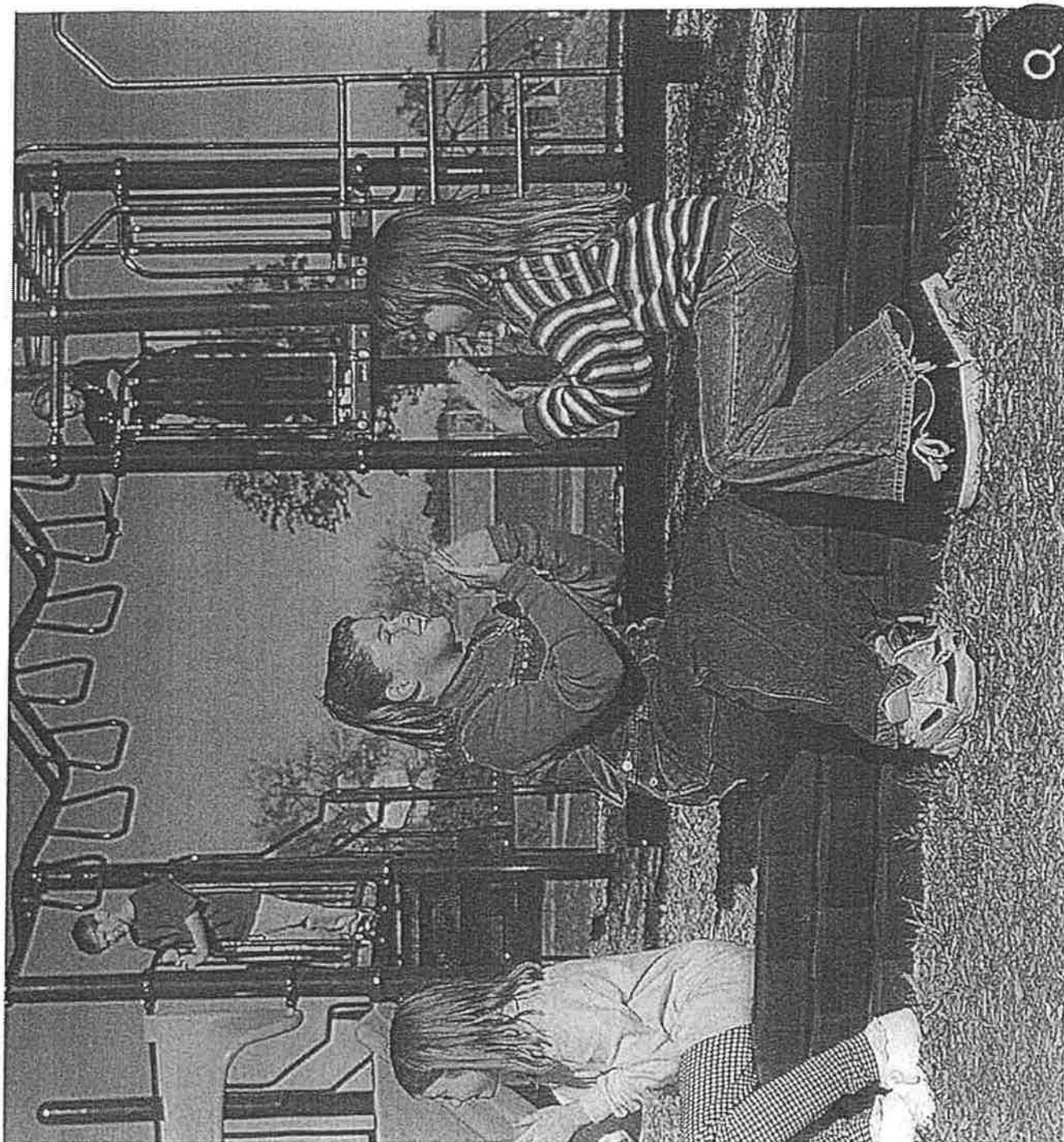
Contact Us for Pri-



Share

**Weight: 35 lb**

**Complies With: A**



Border Timbers

# Timber Ac

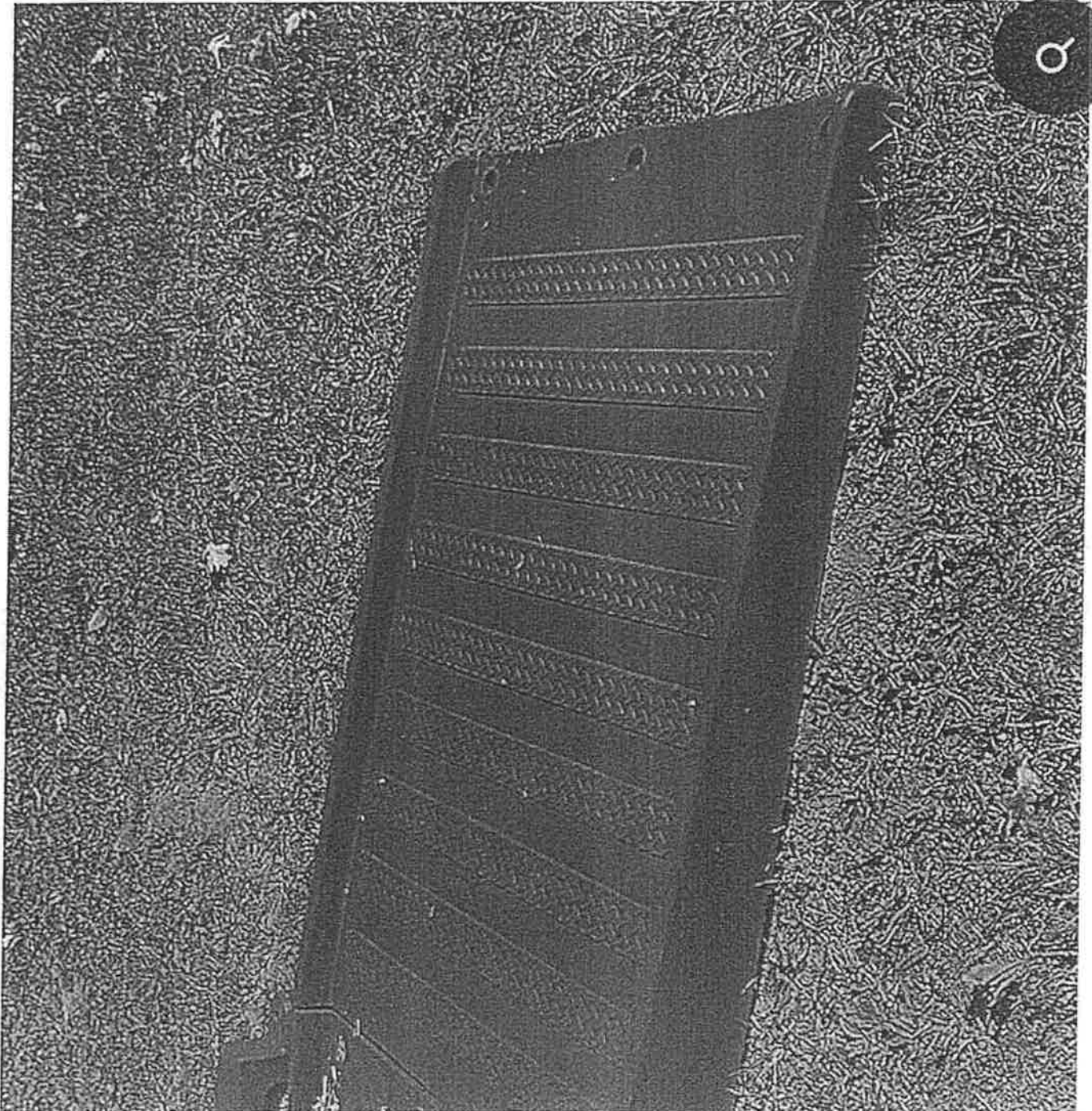
Model: 440-6

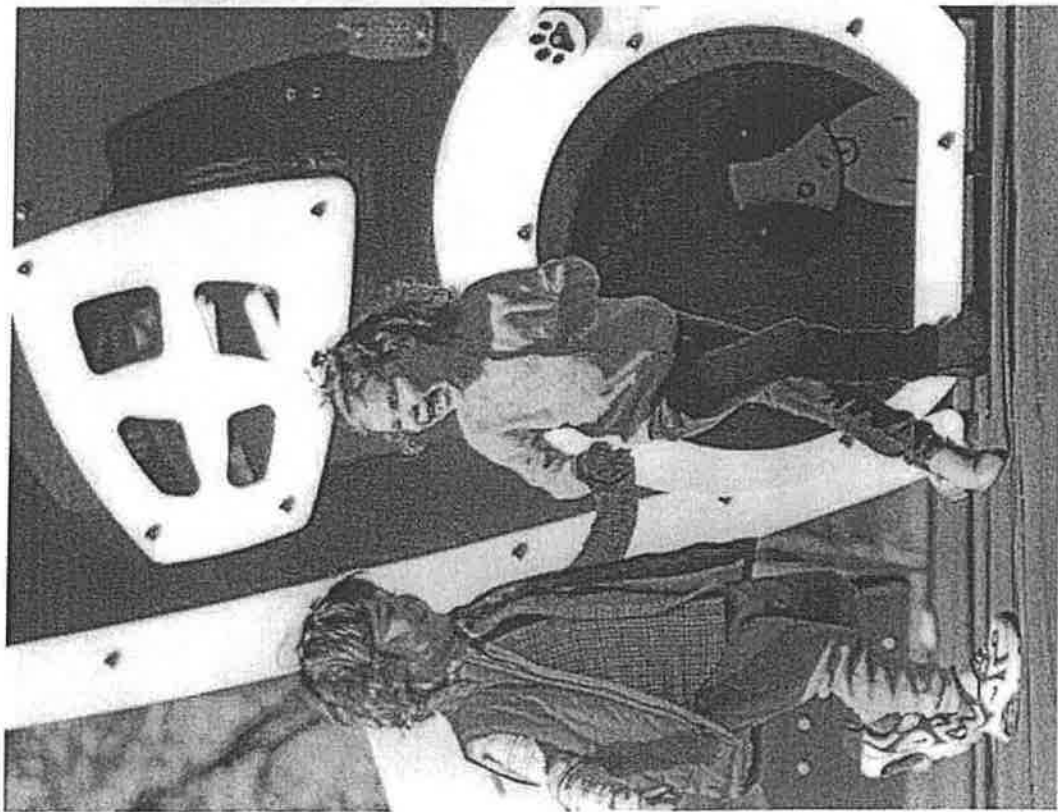
Contact Us for Pri



**Weight:** 260 lb

**Complies With:** A





Picture of Community Helpers Unit showing the dog at the end of the crawl tunnel. The dog has ears that can be manipulated.

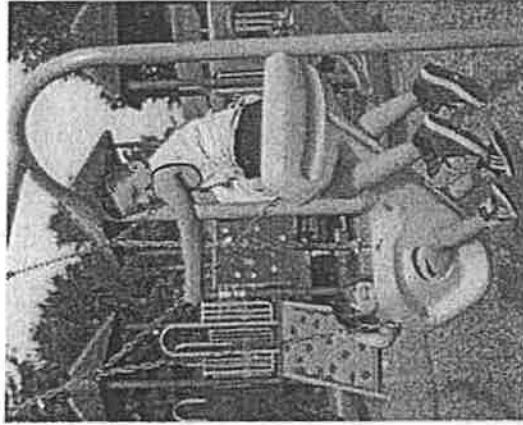






**Pirouette Standing Spinner**

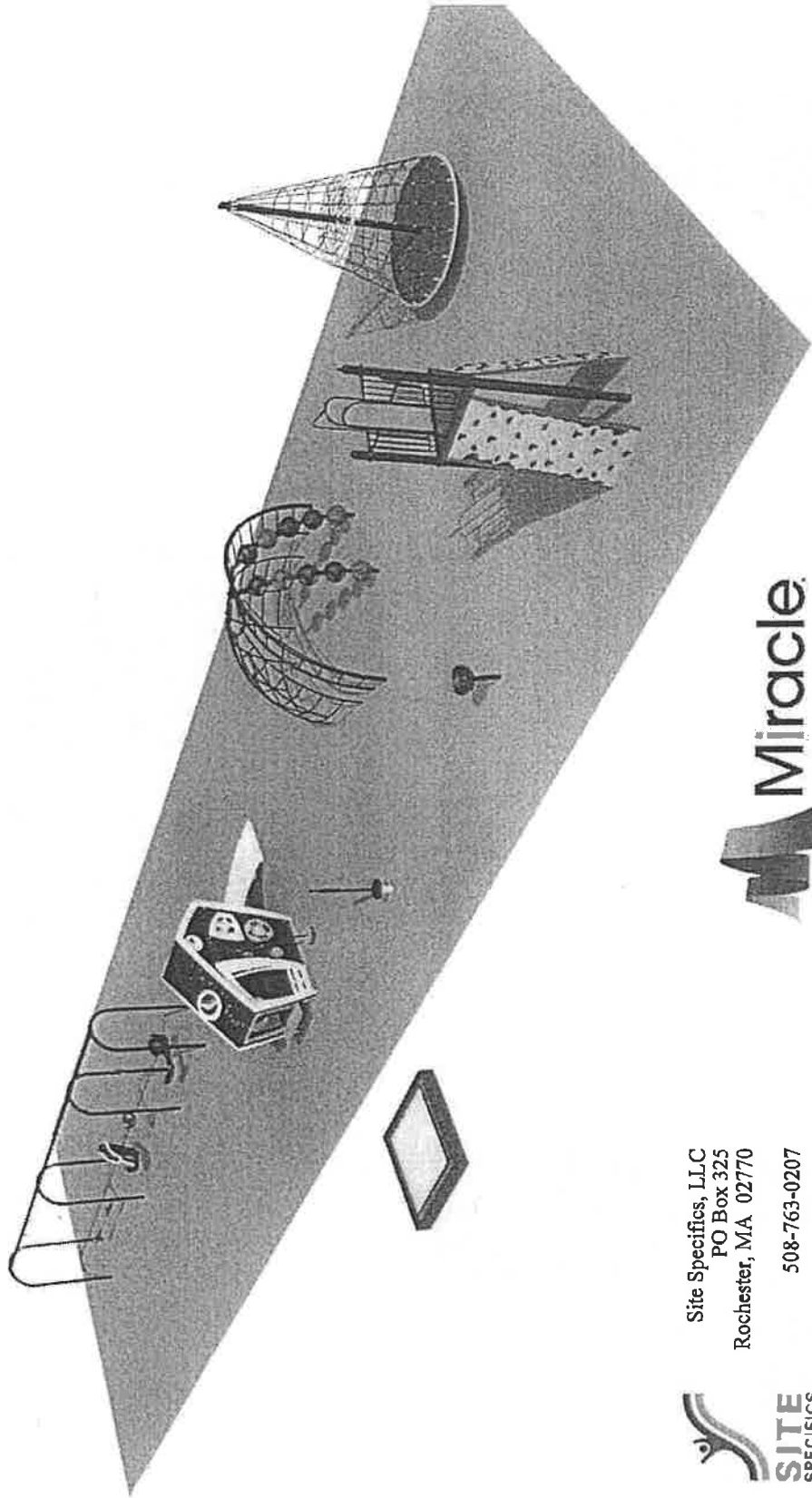
**Generation Swing Seat**



**Saddle Seat w/ Angled Post**

# Greene Park

*View from Parking Lot*

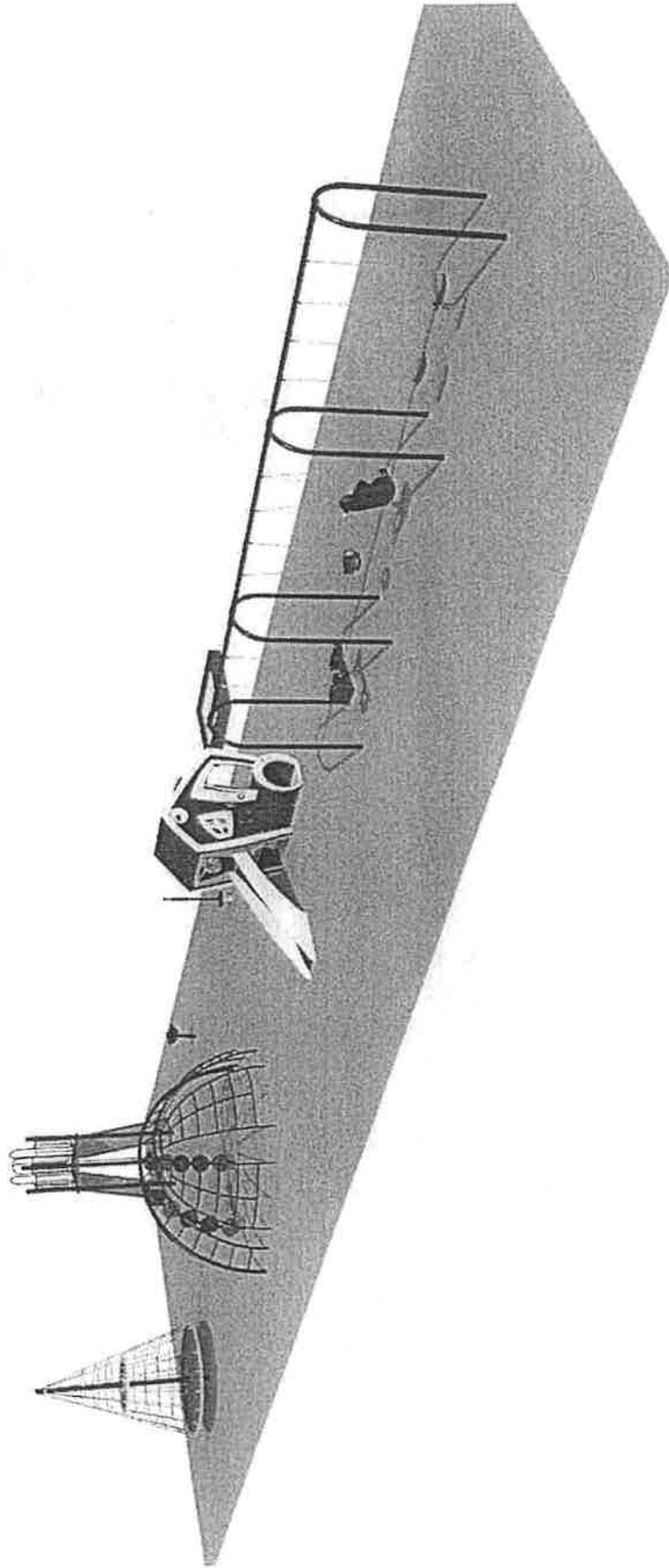


Site Specifics, LLC  
PO Box 325  
Rochester, MA 02770

508-763-0207  
July 28, 2022



*ISOMETRIC VIEW 2*

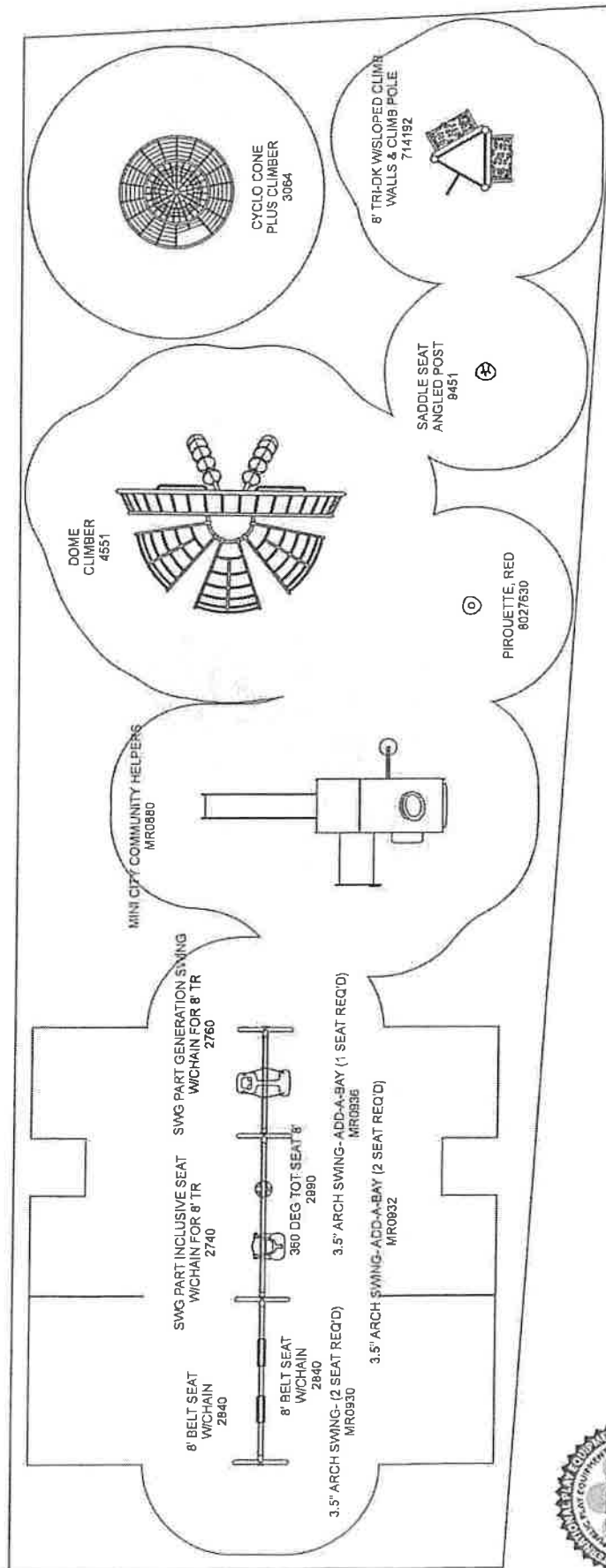


# Greene Park Monterey, MA

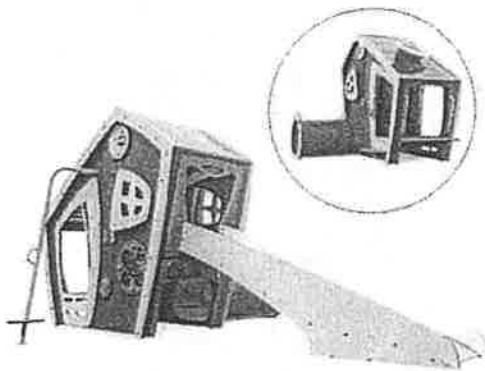
FOR KIDS AGE	2-5	AGE GROUP: 2-5	ELEVATED PLAY ACTIVITIES - TOTAL: 2	RECD 1
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 2	RECD 1
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	RECD 0
			GROUND LEVEL ACTIVITY TYPE: 3	RECD 1
			GROUND LEVEL ACTIVITY QUANTITY: 5	RECD 1
FOR KIDS AGE	2-12	AGE GROUP: 2-12	ELEVATED PLAY ACTIVITIES - TOTAL: 0	RECD 0
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	RECD 0
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	RECD 0
			GROUND LEVEL ACTIVITY TYPE: 0	RECD 0
			GROUND LEVEL ACTIVITY QUANTITY: 0	RECD 0

FOR KIDS AGE	5-12	AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES - TOTAL: 0	RECD 0
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	RECD 0
			ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 4	RECD 0
			GROUND LEVEL ACTIVITY TYPE: 8	RECD 0
			GROUND LEVEL ACTIVITY QUANTITY: 8	RECD 0

Child Capacity: 76



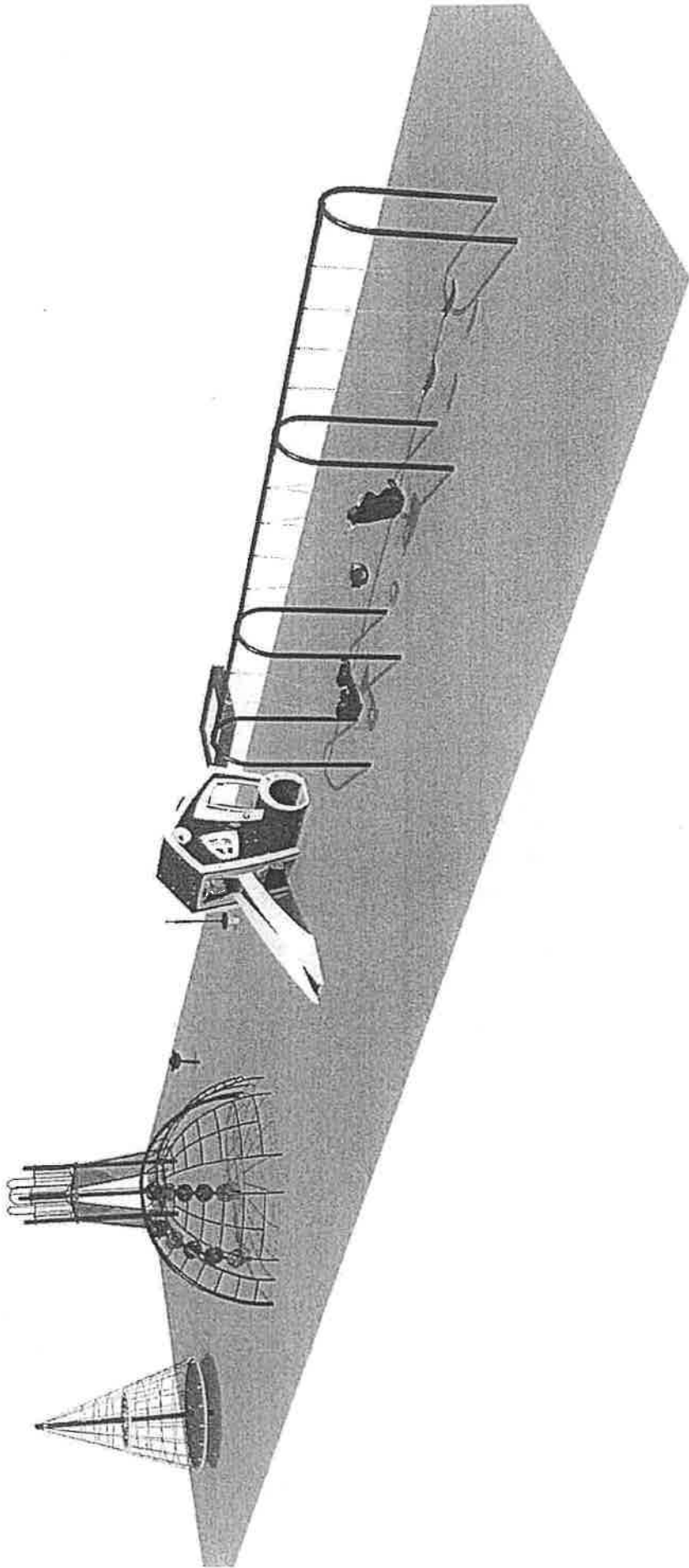
Site Specifics, L.L.C.	R0047_44769483801	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
PHONE NO: (508) 763-0207	✓	By promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.	
FAX NO: (508) 763-0208	✓		
GROUND SPACE: 95'-0" x 29'-0"	✓		
PROTECTIVE AREA: 105'-5" x 40'-0"			
DRAWN BY: Cindy Mank	DATE: 7/29/2022		
	COMPLIES TO ASTM/CPSC		
	COMPLIES TO ADA		

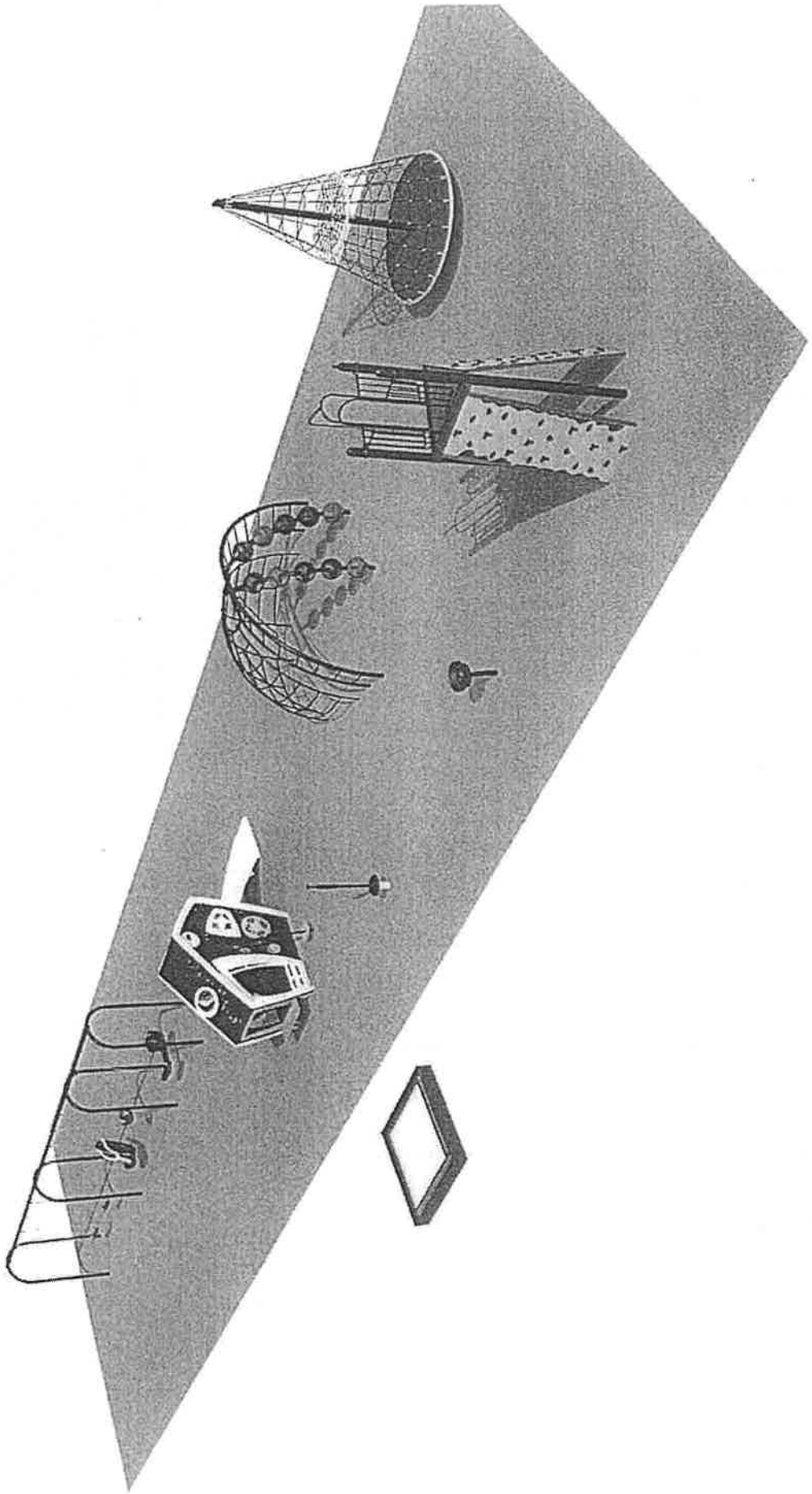


**Community Helpers with Tunnel**

This play product provides a fun and friendly headquarters where kids can pretend they're helping to serve and protect their community. Available with or without tunnel.

\*Patent pending





**Fasteners**

- Inspect for loose fasteners. Tightening torque specifications are:  
Bolts and Nuts: Snug tighten and tighten an additional one-half turn.
- Inspect for missing, worn or broken fasteners. If any missing, worn or broken fasteners are found, refer to the installation instructions for proper replacement fastener. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

**Plastic Parts**

- Inspect all plastic surfaces for sharp points, cracks or jagged edges. If any damage is detected and is determined to be unsafe, barricade equipment to prevent use until repair is completed. Minor burrs or sharp edges may be removed by using a sharp utility knife or block plane to remove sharp burr.

**Castings**

- Inspect the aluminum castings to insure they are properly secured to the component.
- Visually inspect the castings for cracks or breakage. If any damage is detected, barricade the equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

**Welds**

- Inspect all welded joints. If any broken welds are detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

**Finish**

- Inspect metal parts for finish damage.  
To repair painted surfaces, sand damaged area with sandpaper and wipe clean. Mask area and paint with primer and allow to dry. Paint primed area with color-matching paint and allow to dry. Recoat area with color-matching paint if required. Drying time is approximately 8 hours between coats.

**Footings**

- Inspect component to be solid in footing and secure. If any damage is detected, barricade equipment to prevent use until repair is completed.

**Labels**

- Inspect all applied labels to ensure labels are secure, not faded or damaged. Contact your local representative if replacement labels are needed.

**Replacement Parts**

- Refer to your installation instructions to obtain replacement part number.
- Contact your sales representative or Customer Service for a replacement part.

**Rope**

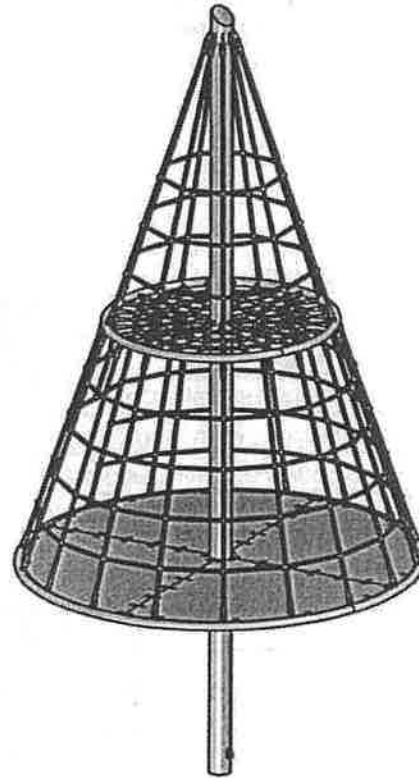
- Inspect rope for fraying, wear or loose connectors

**Equipment Maintenance**

Model XX0914 - Cone Spinner Double-Decker

Model 306-4 - Cyclo Cone Plus Climber

Model 200203549 - ZoomTwist Duplex

**Surfacing**

- Raking loose-fill surfacing material back into dug out and displaced areas is necessary at frequent intervals to maintain the impact absorption qualities.
- Loose-fill materials must be replenished when the surface level drops below the minimum level to maintain proper depth in accordance with your equipment's critical fall height.
- Eliminate areas of standing water by improving site drainage.
- Contact manufacturer of unitary surfacing material for specific instructions and product to use for cleaning spots and stains.
- Contact manufacturer of unitary surfacing material if rips, tears or missing material is noticed. Follow the manufacturer instructions regarding the appropriate actions necessary for the repair.



# Inspection Form

- Be sure that you are using a copy of this Inspection Form and not your original.
- Use the Inspection Codes listed below and record condition of equipment at time of examination on the Inspection Checklist.
- Document any item from the Inspection Checklist that will require maintenance along with any corrective action on the Maintenance Schedule.
- Be sure to include appropriate dates and signatures on each section to properly document maintenance procedure.

Inspection Codes	
P = Pass	F = Fail
NA = Not Applicable	

## INSPECTION CHECKLIST

	Frequency	Inspection Code	Date	Date Repairs Completed
Inspect plastic parts for damage.	Medium			
Inspect rope for damage.	Medium			
Inspect metal parts for structural and finish damage.	Medium			
Inspect for loose, missing, worn, or broken fasteners.	High			
Inspect footing to insure support is secure and footing is not damaged.	Low			
Inspect surfacing to insure proper depth and distribution.	High			

Inspector: Name (Please Print) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

## MAINTENANCE SCHEDULE

Item in Question	Description of Problem	Corrective Action	Date

Repairer: Name (Please Print) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_



# Quotation

**Company Address**

PO Box 718, Medway MA 02053-0718  
 TEL 508-359-4200 / FAX 508-533-6342  
 www.obrienandsons.com

**Date** 2/14/2023

**Quotation Expires** 3/16/2023

**Salesperson** Colin Boutin  
**Admin Asst** Breana Anderson

**Customer Name** Melissa Noe, Town of Monterey  
**Tel / Email** 413-528-1443 ext.111 / admin@montereyma.gov

**Version #** 2

<b>Job Name</b>	<b>Town of Monterey Playground, 435 Main St, Monterey MA 01245</b>
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Salesperson	Email	Pay Terms	Estimated Lead Time
Colin Boutin	colin_boutin@obrienandsons.com	Net 30	24 + weeks

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<b>Landscape Structures, Inc.:</b>			
		Play Equipment Per Design MEO23157			
1	lot	Equipment Price	\$ 47,881.00	No	\$ 47,881.00
1	lot	MHEC MC15-B14 State Contract Discount	\$ (2,872.86)	No	\$ (2,872.86)
1	lot	Freight	\$ 7,890.00	No	\$ 7,890.00
		<b>Total Landscape Structures, Inc. = \$52,898.14</b>			
		<b>Installation / Site Work:</b>			
		Excavate 12" depth (dispose at local transfer station)			
		Install new play feature design MEO23157			
		Install MEO supplied EWF			
1	lot	Total Installation Price	\$ 35,425.00	No	\$ 35,425.00
		<b>NOTE: Demo of current equipment provided by DPW and is <u>NOT</u> included in above pricing</b>			

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<b>Engineered Wood Fiber (EWF):</b>			
205	cu/yds	EWF surfacing			
1	lot	Materials Price	\$ 6,560.00	No	\$ 6,560.00
1	lot	MHEC MC15-B14 State Contract Discount	\$ (328.00)	No	\$ (328.00)
		<b>Total EWF = \$6,232.00</b>			

Subtotal	\$ 94,555.14
Tax Rate	
Sales Tax	\$
<b>TOTAL</b>	<b>\$ 94,555.14</b>

If you have any questions concerning this quotation, please contact your salesperson listed above.

1/1/2023.

*Please Read the Attached TERMS & CONDITIONS*



## STANDARD TERMS & CONDITIONS

**\* Due to ongoing steel and other material surcharges as well as increased demand, quotations are only valid for 30 days \***

- **LEAD TIMES:** Estimated lead times vary after receipt of order and architectural approval if required. Lead times may fluctuate due to the availability of raw materials at the time of order.
- The Purchaser is responsible for quantity, color, and product confirmation. Prices are based on quantities listed. Any change to quantities will impact prices quoted. Standard manufacturer's design, colors, specifications, and construction apply unless otherwise noted.
- Prices do **NOT** include shipping charges, sales tax, resilient surfacing, assembly or installation unless otherwise noted on quotation.
- Delivered prices do **NOT** include off-loading, lift-gate or inside delivery. Additional charges will apply. (Lift gate service is a truck that has a lift gate on the back to bring the skids to the ground. Once on the ground it is the receivers responsibility to move it from there.)
- M.E. O'Brien & Sons is **NOT** responsible for **plan take-offs**. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Quote is based on information at time of bid/request. Any changes, updates, addenda, etc. may require quote to be revised.
- **If installation is included**, M.E. O'Brien & Sons is **NOT** responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional costs will apply.
- When O'Brien & Sons is supplying materials only, retainage does not apply.
- Enrollment in a software program tracker (such as Mwrap, CCIP or LCP) is **NOT** included. If these are required, please advise the cost and the price will be added to the contract.
- Excludes any and all GC requirements not specifically spelled out in this quote.
- **Returns** must be made within 30 calendar days of receipt of order. Customer is responsible for a re-stocking fee of 20-50% (varies by manufacturer), plus shipping charges (to and from) for all returned materials. Custom products or custom colored products are **NOT** returnable. Shade Systems products are **NOT** returnable. Surfacing materials are **NOT** returnable.
- **Deliveries:** When delivered, inspect entire shipment carefully, make note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).



# Purchase Contract

Job Name: Town of Monterey Playground, 435 Main St, Monterey MA 01245

Quotation Date: 2/14/2023 Version # 2

**Bill to:**

**Ship to:**

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

PO# \_\_\_\_\_

Purchase Amount \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

24-Hr Contact Name \_\_\_\_\_

24-Hr Contact Tel # \_\_\_\_\_

24-Hr Contact Email \_\_\_\_\_

Date Wanted \_\_\_\_\_

Job Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Is job tax exempt (Y/N)? \_\_\_\_\_ Tax Exempt # \_\_\_\_\_  
 (Tax exempt certificate required)

### Customer Acceptance

The attached standard terms and conditions (the "Standard Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer"), and M.E. O'Brien & Sons, Inc. ("O'Brien & Sons"). The Customer's acceptance and understanding of these Standard Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract. **Order cannot be processed without a completed and signed copy of this Purchase Contract.**

\_\_\_\_\_  
Signature (customer or authorized representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*THANK YOU FOR YOUR BUSINESS!*



# Quotation

**Company Address**  
 PO Box 718, Medway MA 02053-0718  
 TEL 508-359-4200 / FAX 508-533-6342  
 www.obrienandsons.com

**Date** 2/14/2023

**Quotation Expires** 3/16/2023

**Salesperson** Colin Boutin  
**Admin Asst** Breana Anderson

**Customer Name** Melissa Noe, Town of Monterey  
**Tel / Email** 413-528-1443 ext.111 / admin@montereyma.gov

**Version #** 1

<b>Job Name</b>	<b>Town of Monterey Playground, 435 Main St, Monterey MA 01245</b>
-----------------	--

Salesperson	Email	Pay Terms	Estimated Lead Time
Colin Boutin	colin_boutin@obrienandsons.com	Net 30	24 + weeks

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<b>Landscape Structures, Inc.:</b>			
		Play Equipment Per Design MEO23157			
1	lot	Equipment Price	\$ 47,881.00	No	\$ 47,881.00
1	lot	MHEC MC15-B14 State Contract Discount	\$ (2,872.86)	No	\$ (2,872.86)
1	lot	Freight	\$ 7,890.00	No	\$ 7,890.00
		<b>Total Landscape Structures, Inc. = \$52,898.14</b>			
		<b>Installation / Site Work:</b>			
		Demo current equipment (dispose at local transfer station)			
		Excavate 12" depth (dispose at local transfer station)			
		Install new play feature design MEO23157			
		Install MEO supplied EWF			
1	lot	Total Installation Price	\$ 38,925.00	No	\$ 38,925.00

Quantity	Unit	Vendor, Model Number & Description	Unit Price	Taxable?	Amount
		<b>Engineered Wood Fiber (EWF):</b>			
205	cu/yds	EWF surfacing			
1	lot	Materials Price	\$ 6,560.00	No	\$ 6,560.00
1	lot	MHEC MC15-B14 State Contract Discount	\$ (328.00)	No	\$ (328.00)
		<b>Total EWF = \$6,232.00</b>			

Subtotal	\$ 98,055.14
Tax Rate	
Sales Tax	\$ -
<b>TOTAL</b>	<b>\$ 98,055.14</b>

If you have any questions concerning this quotation, please contact your salesperson listed above.

1/1/2023

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**\* Due to ongoing steel and other material surcharges as well as increased demand, quotations are only valid for 30 days \***

- **LEAD TIMES:** Estimated lead times vary after receipt of order and architectural approval if required. Lead times may fluctuate due to the availability of raw materials at the time of order.
- The Purchaser is responsible for quantity, color, and product confirmation. Prices are based on quantities listed. Any change to quantities will impact prices quoted. Standard manufacturer's design, colors, specifications, and construction apply unless otherwise noted.
- Prices do **NOT** include shipping charges, sales tax, resilient surfacing, assembly or installation unless otherwise noted on quotation.
- Delivered prices do **NOT** include off-loading, lift-gate or inside delivery. Additional charges will apply. (Lift gate service is a truck that has a lift gate on the back to bring the skids to the ground. Once on the ground it is the receivers responsibility to move it from there.)
- M.E. O'Brien & Sons is **NOT** responsible for **plan take-offs**. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Quote is based on information at time of bid/request. Any changes, updates, addenda, etc. may require quote to be revised.
- **If installation is included**, M.E. O'Brien & Sons is **NOT** responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional costs will apply.
- When O'Brien & Sons is supplying materials only, retainage does not apply.
- Enrollment in a software program tracker (such as Mwrap, CCIP or LCP) is **NOT** included. If these are required, please advise the cost and the price will be added to the contract.
- Excludes any and all GC requirements not specifically spelled out in this quote.
- **Returns** must be made within 30 calendar days of receipt of order. Customer is responsible for a re-stocking fee of 20-50% (varies by manufacturer), plus shipping charges (to and from) for all returned materials. Custom products or custom colored products are **NOT** returnable. Shade Systems products are **NOT** returnable. Surfacing materials are **NOT** returnable.
- **Deliveries:** When delivered, inspect entire shipment carefully, make note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).





# Purchase Contract

Job Name: **Town of Monterey Playground, 435 Main St, Monterey MA 01245**

Quotation Date: **2/14/2023** Version # **1**

**Bill to:**

**Ship to:**

Company \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Phone \_\_\_\_\_

24-Hr Contact Name \_\_\_\_\_

Email \_\_\_\_\_

24-Hr Contact Tel # \_\_\_\_\_

PO# \_\_\_\_\_

24-Hr Contact Email \_\_\_\_\_

Purchase Amount \_\_\_\_\_

Date Wanted \_\_\_\_\_

Job Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Is job tax exempt (Y/N)? \_\_\_\_\_

Tax Exempt # \_\_\_\_\_

(Tax exempt certificate required)

### Customer Acceptance

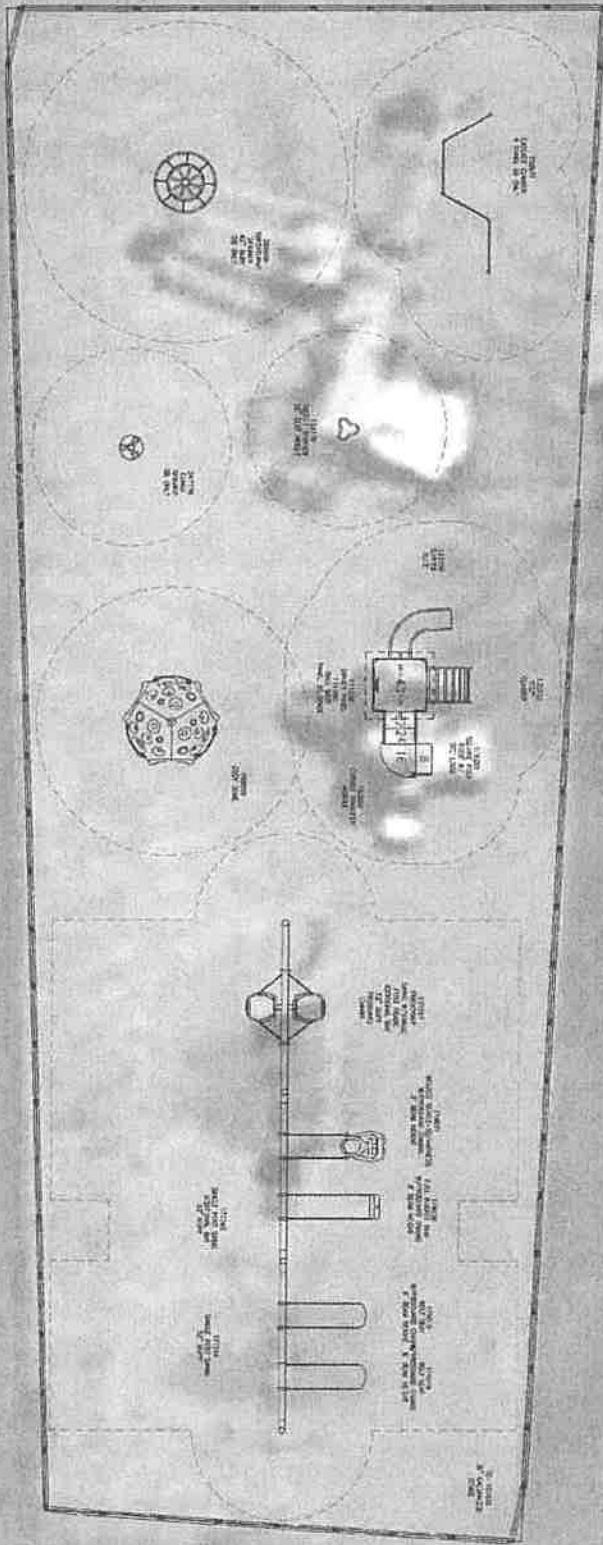
The attached standard terms and conditions (the "Standard Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer"), and M.E. O'Brien & Sons, Inc. ("O'Brien & Sons"). The Customer's acceptance and understanding of these Standard Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract. **Order cannot be processed without a completed and signed copy of this Purchase Contract.**

\_\_\_\_\_  
Signature (customer or authorized representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*THANK YOU FOR YOUR BUSINESS!*



## Town Administrator

---

**From:** Jon Jalbert <jjalbert@ultiplayus.com>  
**Sent:** Wednesday, March 8, 2023 12:57 PM  
**To:** Town Administrator  
**Subject:** RE: Follow Up- Monterey, MA  
**Attachments:** EST-000607.pdf; EST-000606 (1).pdf; 22823-JJ.pdf

Melissa,

See attached design and quotes for your review. Please let me know if you have any further questions. If you would like to move forward, let me know so I can send you an Order Confirmation document for you to sign.

Est. 607 is without demo and disposal of existing.

Jon

**Jon Jalbert, CPSI**  
Sales Representative  
UltiPlay Parks & Playgrounds

T: 866.575.PLAY  
M: 508.688.7007  
F: 508.634.6949  
W: [ultiplayus.com](http://ultiplayus.com)



Office Address: 43 Main Street, Blackstone, MA 01504  
Mailing Address: P.O. Box 374, Uxbridge, MA 01569



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**From:** Town Administrator <admin@montereyma.gov>  
**Sent:** Tuesday, February 28, 2023 11:03 AM  
**To:** Jon Jalbert <jjalbert@ultiplayus.com>  
**Subject:** RE: Follow Up- Monterey, MA

Yes I will text you the playground pics right now as they are on my phone.

Not sure on #2

#3 depends on the cost, if it is at or below \$85k then asap but if it is more then it will need additional funds approved at the annual town meeting in May and could not start till July 1.

Melissa



**Quote**  
# EST-000607

**UltiPlay**  
43 Main St  
Blackstone Massachusetts 01504  
<https://www.ultiplayus.com/>

**Bill To**  
**Town of Monterey**  
435 Main Street  
Monterey, Massachusetts 01245

Date : Mar 08, 2023  
Quote Expires : Apr 08, 2023  
Sales Rep : Jon Jalbert  
Rep Email : [jjalbert@ultiplayus.com](mailto:jjalbert@ultiplayus.com)  
Rep Phone # : 508-688-7007

**Ship To**  
Town of Monterey  
435 Main Street  
Monterey, Massachusetts 01245

#	Item & Description	Qty	Rate	Discount	Amount
1	New Equipment in design 22823-JJ	1	62,751.00	2,241.00	60,510.00
2	Professional Installation - Equipment	1	15,500.00	0.00	15,500.00
3	EWf surfacing in CY (2 trucks of 90 cy/)	180	29.00	0.00	5,220.00
<b>Subtotal</b>					<b>81,230.00</b>
Shipping					3,800.00
Adjustment					(-) 30.00
<b>Total</b>					<b>\$85,000.00</b>

Thank you for the opportunity to assist with your recreation project.

**Terms & Conditions**

Due to supply chain challenges, our manufacturers are facing longer lead times than usual. Most of our manufacturing partners are shipping 3-6 months out. Quote is valid for 30 days and requires our authorization thereafter. Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site if other arrangements have not been agreed.

Prices in the above Quote are valid under the noted expiration date. If you choose to pay with a credit card, processing fees will be added to the total. Tax will be added to the final invoice unless a tax-exempt certificate is provided. For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a minimum 1/3rd deposit is required, unless expressly waived by UltiPlay (Orders

from governmental entities are excluded from the deposit requirement).

Orders become final forty-eight (48) hours from receipt of Order Agreement. Orders may NOT be canceled or returned under any circumstances. Items which may be canceled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within ten (10) days. Authorization for the return must be obtained in writing from UltiPlay. Orders for products, other than those from Playworld, may NOT be canceled or returned.

If we can assist in any way, please reach out to your Sales Representative noted at the top of this document.

Authorized Signature \_\_\_\_\_  
Signature, Title and Date



**Quote**  
# EST-000606

**UltiPlay**  
43 Main St  
Blackstone Massachusetts 01504  
<https://www.ultiplayus.com/>

**Bill To**  
**Town of Monterey**  
435 Main Street  
Monterey, Massachusetts 01245

Date : Mar 08, 2023  
Quote Expires : Apr 08, 2023  
Sales Rep : Jon Jalbert  
Rep Email : [jjalbert@ultiplayus.com](mailto:jjalbert@ultiplayus.com)  
Rep Phone # : 508-688-7007

**Ship To**  
Town of Monterey  
435 Main Street  
Monterey, Massachusetts 01245

#	Item & Description	Qty	Rate	Discount	Amount
1	Demo and Disposal of Existing Structures	1	7,500.00	0.00	7,500.00
2	New Equipment in design 22823-JJ	1	62,751.00	2,241.00	60,510.00
3	Professional Installation - Equipment	1	15,500.00	0.00	15,500.00
4	EWf surfacing in CY (2 trucks of 90 cy/)	180	29.00	0.00	5,220.00
<b>Subtotal</b>					<b>88,730.00</b>
<b>Shipping</b>					<b>3,800.00</b>
<b>Total</b>					<b>\$92,530.00</b>

Thank you for the opportunity to assist with your recreation project.

**Terms & Conditions**

Due to supply chain challenges, our manufacturers are facing longer lead times than usual. Most of our manufacturing partners are shipping 3-6 months out. Quote is valid for 30 days and requires our authorization thereafter. Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site if other arrangements have not been agreed.

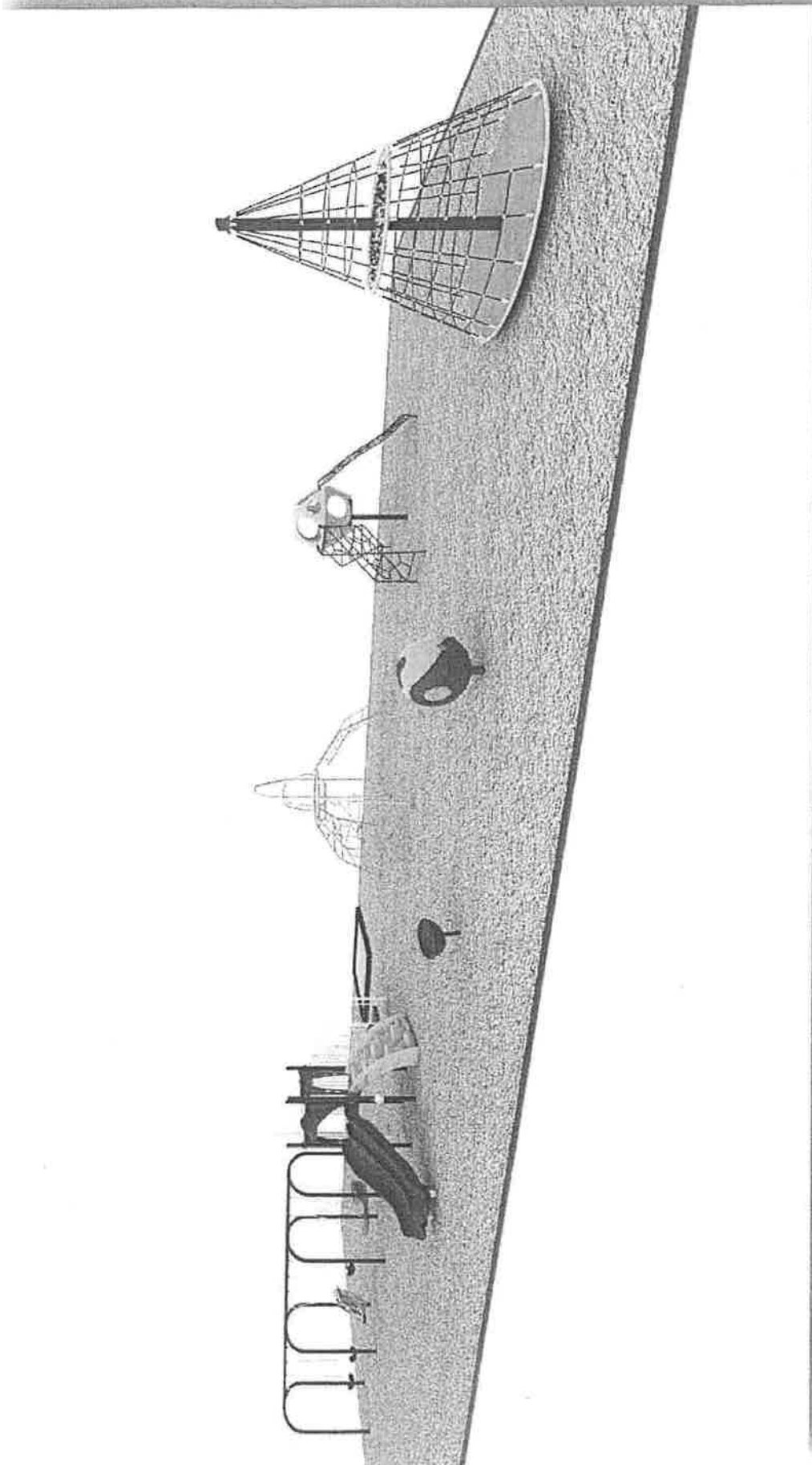
Prices in the above Quote are valid under the noted expiration date. If you choose to pay with a credit card, processing fees will be added to the total. Tax will be added to the final invoice unless a tax-exempt certificate is provided. For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a minimum 1/3rd deposit is required, unless expressly waived by UltiPlay (Orders

from governmental entities are excluded from the deposit requirement).

Orders become final forty-eight (48) hours from receipt of Order Agreement. Orders may NOT be canceled or returned under any circumstances. Items which may be canceled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned Items must be in original packaging, in new condition, and returned within ten (10) days. Authorization for the return must be obtained in writing from UltiPlay. Orders for products, other than those from Playworld, may NOT be canceled or returned.

If we can assist in any way, please reach out to your Sales Representative noted at the top of this document.

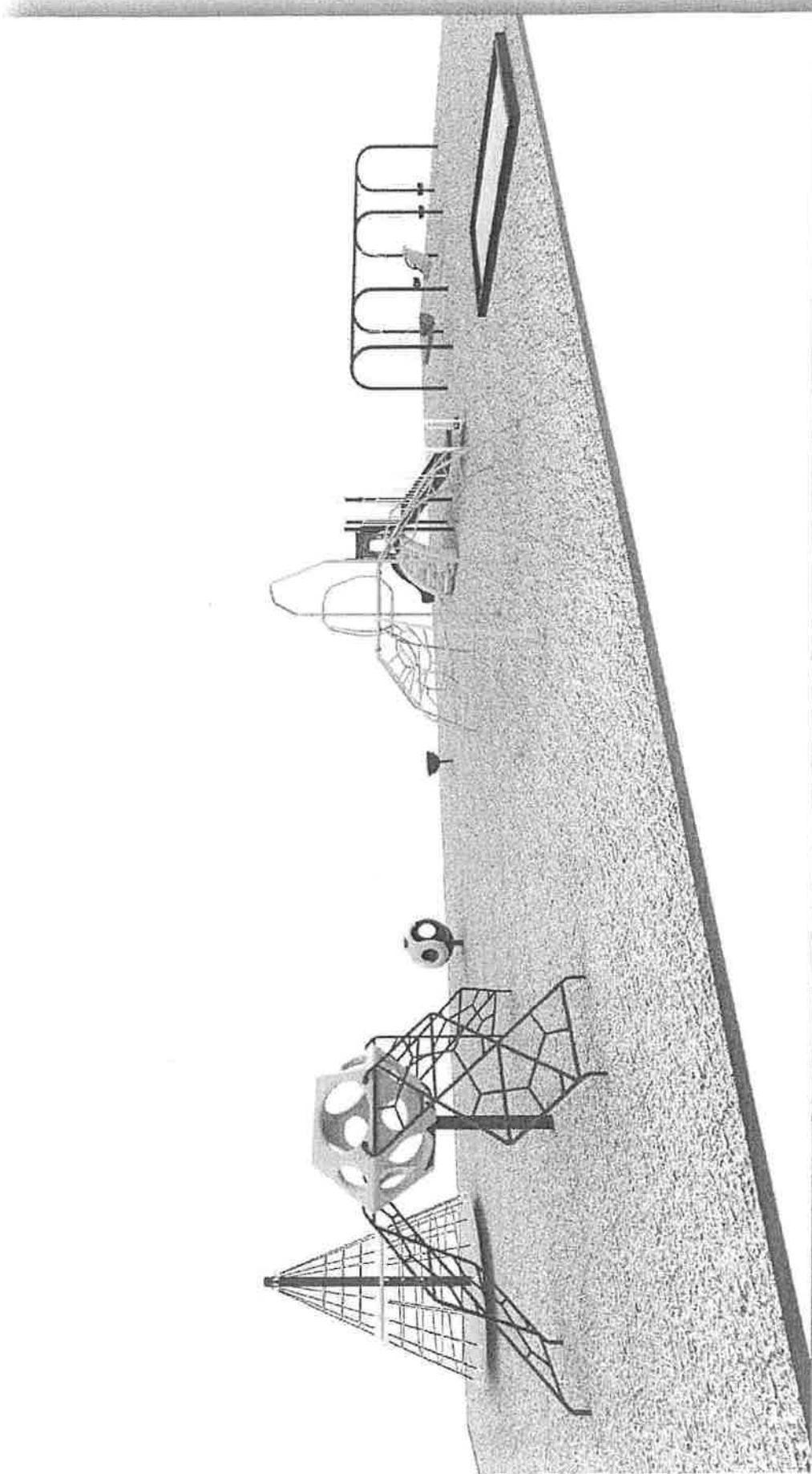
Authorized Signature \_\_\_\_\_  
Signature, Title and Date



# Monterey Town Hall Playground

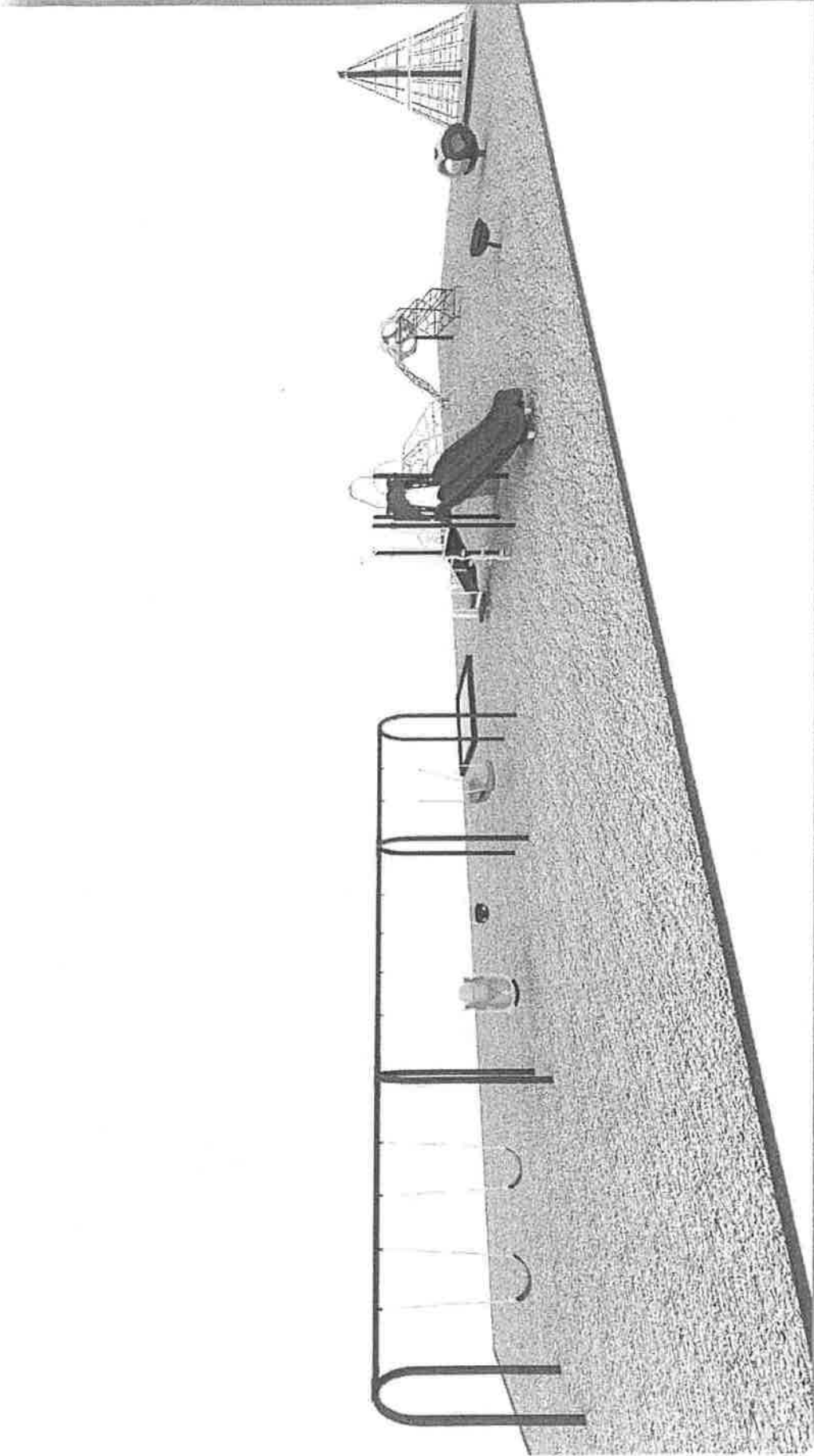
ultiplay  
parks & recreation





Monterey Town Hall Playground

ultiplay  
perki & playgrounds  
ofc



multiplay  
park & playgrounds

# Monterey Town Hall Playground

# MONTEREY TOWN HALL PLAYGROUND

**PLAYWORLD**

**ultiplay**  
PARTS & PERFORMANCE  
866.575.FUN  
www.ultiplay.com

EQUIPMENT SIZE:

USE ZONE:  
108' x 40'

AREA:  
4,320 SqFt

PERIMETER:  
296 Ft.

FALL HEIGHT:  
8 Ft.

USER CAPACITY:  
62+

AGE GROUP:  
2-5, 2-12, 5-12



✓ ASTM F1487-21  
✓ CPSC #325

PROJECT NO:  
22823-JJ

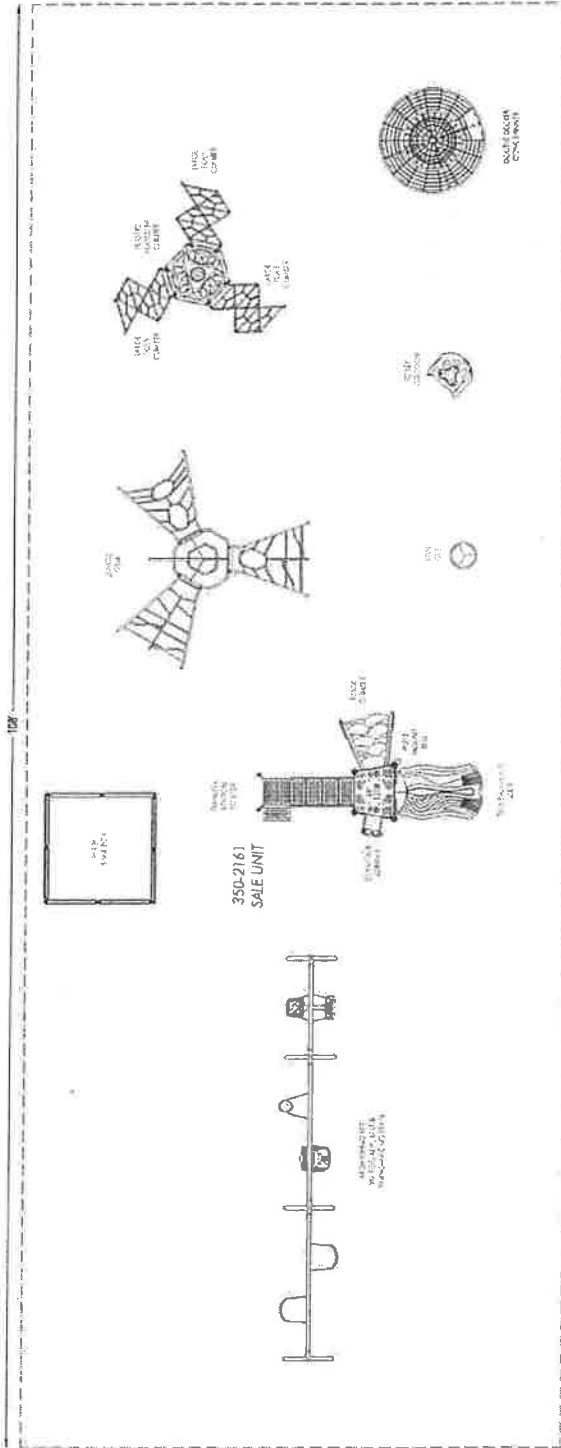
SCALE:  
SEE BAR SCALES

DRAWN BY:  
DANA GRUBBS

Paper Size

**B**

DATE:  
03-MAR-2023



\*PLAYGROUND SUPERVISION REQUIRED

# Monterey Town Hall Playground

Design Number: 22823-JJ - Bill Of Material

Ref. No.	Part No.	Description	Quantity
<b>Posts</b>			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
<b>Decks &amp; Kick Plates</b>			
2	ZZCH0636	DOUBLE SLIDE COATED DECK ASSEMBLY	1
<b>ADA Items</b>			
3	ZZCH2027	TRANSFER STATION W/BARRIERS (48in DECK)	1
4	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
<b>Slides</b>			
5	ZZCH2727	TWIST AND SHOUT (48in DECK)	1
<b>Climbers</b>			
6	ZZCH7439	ROCK CLIMBER (48in DECK)	1
7	ZZCH8110	BEANSTALK CLIMBER (48in DECK)	1
8	ZZUN8731	PLASTIC ELEVATED PLAYCUBE	1
9	ZZUN8762	POLY CLIMBER- LARGE	3
<b>Audible Activities</b>			
10	ZZCH4556	7in BELL (POST MOUNT)	1



# Monterey Town Hall Playground

Post/Installation: Steel-Footed

Design Number: 22823-JJ - Pricing Schedule  
 2023 Pricing - Valid For: 30 Days From Quote Date

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
<b>Modular Playscape:</b>							
<b>Posts</b>							
1	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	43.51	275.00	174.04	1,100.00
<b>Decks &amp; Kick Plates</b>							
2	ZZCH0636	1	DOUBLE SLIDE COATED DECK ASSEMBLY	63.86	1,269.00	63.86	1,269.00
<b>ADA Items</b>							
3	ZZCH2027	1	TRANSFER STATION W/BARRIERS (48in DECK)	254.26	3,445.00	254.26	3,445.00
4	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	35.83	479.00	35.83	479.00
<b>Slides</b>							
5	ZZCH2727	1	TWIST AND SHOUT (48in DECK)	183.86	2,475.00	183.86	2,475.00
<b>Climbers</b>							
6	ZZCH7439	1	ROCK CLIMBER (48in DECK)	136.38	2,165.00	136.38	2,165.00
7	ZZCH8110	1	BEANSTALK CLIMBER (48in DECK)	77.27	2,035.00	77.27	2,035.00
8	ZZUN8731	1	PLASTIC ELEVATED PLAYCUBE	178.8	3,975.00	178.80	3,975.00
9	ZZUN8762	3	POLY CLIMBER- LARGE	61	1,299.00	183.00	3,897.00
<b>Audible Activities</b>							
10	ZZCH4556	1	7in BELL (POST MOUNT)	4.61	249.00	4.61	249.00
					<b>Total:</b>	<b>1,291.91</b>	<b>21,089.00</b>

**Independent Items:**

1	ZZXX0065	1	SPIN CUP	57.21	1,045.00	57.21	1,045.00
2	ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	8.8	155.00	17.60	310.00
3	ZZXX0265	1	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	11.31	269.00	11.31	269.00
4	ZZXX0430	1	JUMBLE GYM	354	6,889.00	354.00	6,889.00
5	ZZXX0483	1	COZY COCOON - SPINNING	132	3,795.00	132.00	3,795.00
6	ZZXX0635	1	SWING ALONG SEAT TO 8ft TOP RAIL	31.84	1,137.00	31.84	1,137.00
7	ZZXX0892	1	ACCESSIBLE SWING SEAT- 8ft TOP RAIL	51.9	1,393.00	51.90	1,393.00
8	ZZXX0914	1	CONE SPINNER DOUBLE DECKER	521.1	21,009.00	521.10	21,009.00
9	ZZXX0930	1	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	314.5	2,411.00	314.50	2,411.00
10	ZZXX0932	1	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	197.7	1,447.00	197.70	1,447.00
11	ZZXX0936	1	3.5in OD STEEL ARCH SWING SINGLE UNIT- ADD-A-BAY	169.7	1,357.00	169.70	1,357.00
12	ZZXX9430	8	4ft BORDER TIMBERS w/STAKE	10.31	75.00	82.48	600.00
					<b>Total:</b>	<b>1,941.34</b>	<b>41,662.00</b>



# Monterey Town Hall Playground

Post/Installation: Steel-Footed

Design Number: 22823-JJ - Pricing Schedule  
2023 Pricing - Valid For: 30 Days From Quote Date

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
						<b>Grand Total:</b>	<b>3,233.25 62,751.00</b>

**Please Note:**

1. When placing an order for this project, the drawing number is representative of the Playmakers, Challengers or Explorers playstructure only. Items listed under 'Independent Items' must be listed on your purchase order separately to be included.



# Monterey Town Hall Playground

Design Number: 22823-JJ - Compliance and Technical Data  
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZXX0065	1	SPIN CUP	Certified	57.21		301	1	2.00	0.12	1
2	ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	17.60		108	2	0.50	0.00	2
3	ZZXX0265	1	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	11.31		90	1	0.25	0.00	1
4	ZZXX0430	1	JUMBLE GYM	Certified	354.00		863	12	9.00	1.04	1
5	ZZXX0483	1	COZY COCCON - SPINNING	Certified	132.00		834	3	1.50	0.13	1
6	ZZXX0635	1	SWING ALONG SEAT TO 8ft TOP RAIL	Certified	31.84		341	2	0.50	0.00	1
7	ZZXX0892	1	ACCESSIBLE SWING SEAT- 8ft TOP RAIL	Certified	51.90		639	1	0.50	0.00	1
8	ZZXX0914	1	CONE SPINNER DOUBLE DECKER	Certified	521.10		11,874	14	10.00	2.63	1
9	ZZXX0930	1	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	Certified	314.50		91	0	3.00	0.52	0
10	ZZXX0932	1	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	Certified	197.70		84	0	2.00	0.26	0
11	ZZXX0936	1	3.5in OD STEEL ARCH SWING SINGLE UNIT- ADD-A-BAY	Certified	169.70		50	0	4.00	0.24	0
12	ZZXX9430	8	4ft BORDER TIMBERS w/STAKE	N/A	82.48		159	0	2.00	0.00	0
13	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04		234	0	4.00	0.50	0
14	ZZCH0636	1	DOUBLE SLIDE COATED DECK ASSEMBLY	Certified	63.86		185	3	1.00	0.00	0
15	ZZCH2027	1	TRANSFER STATION W/BARRIERS (48in DECK)	Certified	254.26		492	3	2.50	0.09	0
16	ZZJUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83		72	1	1.00	0.04	0
17	ZZCH2727	1	TWIST AND SHOUT (48in DECK)	Certified	183.86		656	4	3.00	0.06	1
18	ZZCH7439	1	ROCK CLIMBER (48in DECK)	Certified	136.38		555	3	2.00	0.03	1
19	ZZCH8110	1	BEANSTALK CLIMBER (48in DECK)	Certified	77.27		323	2	1.50	0.03	1
20	ZZJUN8731	1	PLASTIC ELEVATED PLAYCUBE	Certified	178.80		348	3	1.50	0.12	1
21	ZZJUN8762	3	POLY CLIMBER- LARGE	Certified	183.00		39	6	6.00	0.18	3
22	ZZCH4556	1	7in BELL (POST MOUNT)	Certified	4.61		41	1	0.25	0.00	1



# Monterey Town Hall Playground

Design Number: 22823-JJ - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
<b>Totals:</b>					3,233.25	589	952	18,379	62	58.00	5.99	17
					1,454.96 Kg	265 Kg	428 Kg	18 Metric Tons			4.55 m3	





# Monterey Town Hall Playground

Design Number: 22823-JJ - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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**ASTM F1487**

The lay-out for this custom playscape, design number 22823-JJ, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

**2010 ADA Standards for Accessible Design**

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

**Installation Times**

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

**Carbon Footprint**

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

**Pre-Consumer Recycle Content**

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

**Post-Consumer Recycle Content**

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.  
 \*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



9/12

**Town Administrator**

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**From:** Steve Snyder <[REDACTED]@garfieldfarm.org>  
**Sent:** Friday, March 3, 2023 1:57 PM  
**To:** Town Administrator  
**Subject:** Fwd: Letter to the SB

Hello Melissa,

The following is the request to the select board that originated in our February meeting. I had been waiting to send pending the attachment of the last DASH report from New England Aquatics as well as a letter of support from the lake scientist. I believe the SB received the report from last fall's DASH and that Hillary's letter of support is on its way to you.

Steve

Dear select board and finance committee ,  
The LGWG met Feb 2 at 7pm.

\We unanimously recommended that the town place on the Warrant at the town meeting for \$50,000 for DASH work on Garfield.

If we do not maintain the same level of work, the areas of milfoil will expand and become dense again and we will loose the momentum and value of the past investments.

Thank you four your support.

Steve Snyder for the LGWG

March 2, 2023

**REPUBLICAN CAUCUS CALL**

Citizens of Monterey, Massachusetts WHO ARE QUALIFIED VOTERS AND MEMBERS OF THE REPUBLICAN PARTY, are hereby requested to meet in caucus at the Monterey Library, 452 Main Road, Monterey MA at 1:30PM on Saturday March 11<sup>th</sup>, 2023, to nominate candidates for the various town offices to be voted for at the annual town election on May 9, 2023. The caucus will be held and is called under the provisions of Chapter 53 of the Massachusetts General Laws and will be called to order by the Chair of the REPUBLICAN TOWN COMMITTEE.

A handwritten signature in black ink, appearing to read 'Mark J. J. Makuc', written over a faint rectangular stamp.

Mark J. J. Makuc

Chair

16

**To: Justin Makuc**  
**From: Andrew Bettinelli**  
**Cc: Donna Brewer**  
**RE: Examples of Noise Bylaws**  
**Date: March 6, 2023**

You have expressed interest in seeing some other municipality's noise bylaws that approach regulation under an "unreasonable noise" vs. a decibel level standard. Attached are bylaws currently in place in four communities: Hanover, Hamilton, Plymouth, and Shutesbury. Please let Donna and me know if you'd like to incorporate any of these approaches to your draft.

**Hanover:**

Article 1. Purposes

This Bylaw is adopted to ensure the residents of the Town of Hanover an environment free of excessive sound that may jeopardize or degrade their quality of life. This Bylaw shall be applied to control all noise originating within the geographical limits of the Town of Hanover.

Article 2. Definitions

All terminology used in this By-law, but not defined below, shall be used with the meanings ascribed to such terms in the applicable standards of the American National Standards Institute ("ANSI") or its successor bodies.

2.1. Construction:

Any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition for, or of, public or private rights-of-way, structures, utilities, or similar property.

2.2. Demolition:

Any dismantling, intentional destruction of, or removal of, structures, utilities, public or private rights-of-way surfaces or similar property.

2.3. Emergency Work:

Any work performed for the purpose of preventing or alleviating the physical harm to persons or property, which requires immediate action.

2.4. Enforcement Official:

Any Town official having authority to enforce this By-law as provided in Section 3.C.

#### 2.5. Legal Holiday:

Any day designated as a legal holiday under Federal or Massachusetts State Law.

#### 2.6. Noise Disturbance:

Any sound which may

- (a) disturb or annoy reasonable persons of normal sensitivities;
- (b) cause, or tend to cause, an adverse effect on the public health and welfare;
- (c) endangers or injures persons; or (d) endangers or injures real or personal property.

#### 2.7. Person:

Any individual, association, partnership, joint venture, corporation or other form of legal entity.

#### 2.8. Plain Audible Sound:

Sound as to which the information content is unambiguously communicated to the listener including, without limitation, understandable speech, comprehension of whether a voice is raised or normal, repetitive bass sounds, or comprehension of musical rhythms, without the aid of any listening device.

#### 2.9. Power Tool:

Any device powered mechanically, by electricity, by gasoline, by diesel or any other fuel, which is intended to be used, or is actually used, for functions including, without limitation, cutting, nailing, stapling, sawing, vacuuming or drilling.

#### 2.10 Public Right-of-Way:

Any highway, boulevard, street, avenue, lane, sidewalk, or similar place, which is owned or controlled by a government agency.

#### 2.11 Public Property:

Any real property, including structures thereon, which are owned or controlled by a government entity.

#### 2.12 Residential District:

Any area designated as a Residential District in the Town of Hanover Zoning By-law.

2.13 Weekday:

Any day from Monday through Friday that is not a Legal Holiday.

Article 3. Permitting and Enforcement of Ordinance

3.1. For the purpose of this By-law a Noise Permit shall be obtained with the Town of Hanover's Building Office for all purposes which have not been specified in Section 6: Specific Activities or listed in Section 7: Exemptions and Permits.

3.2. For the purpose of this By-law the Building Commissioner of the Town of Hanover is hereby charged with the granting of all Noise Permits, there shall be no permit fee for said permit application. Noise Permit applications shall be acted upon within fourteen (14) business days of permit filing with the Building Department. If the Building Commissioner determines that the noise permit application comply with all applicable provisions of this By-law; or if not acted upon within fourteen (14) business days shall be deemed approved.

3.3. Enforcement Officials. This By-law shall be enforced by the Chief of Police, the Building Commissioner and/or Local Building Official. Designees of the Chief of Police shall include any Hanover Police Officer.

3.4. Penalties for Violation. Violations of this By-law shall be punishable by fine in accordance with the following schedule:

<b>Offense</b>	<b>Fine</b>
First	\$ 75
Second	\$150
Third and Subsequent	\$300

Violations resulting from sound emanating from a particular parcel of property will be assessed against the person controlling said property at the time of the violation, regardless of said person's legal status as owner, lessor, tenant-at-will, and licensee or otherwise. Nothing contained in this By-law shall prohibit an Enforcement Officer from giving a warning in lieu of a fine if, in the Official's discretion, a warning is appropriate under the circumstances.

3.5. Fines. In assessing fines for violations of this By-law, the Enforcement Official shall follow the procedure set forth in M.G.L. c. 40, § 21D.

Article 4. Duties and Responsibilities of Town Boards and Officials

4.1. Town programs and activities. All Town Departments, Boards and Officials shall carry out their programs and activities in a manner reasonably consistent with this Bylaw.

4.2. Project review and approval. All Town Departments, Boards and Officials having responsibility for the review and approval of new projects or activities', or changes to existing projects that result, or may result, in the production of sound shall, to the extent reasonably feasible under the circumstances, require compliance with the provisions of this By-law as a condition of approval. This By-law is not intended to require any Town Department, Board or Official to apply a more restrictive standard for the approval of any project or activity, or change to any existing projects, than has been applied prior to the By-law's adoption.

4.3. Projects and developments that have received permitting and approval by all Town Departments, Boards and Officials shall be held to noise provision of said permit.

#### Article 5. Non-Accessory Signs

5.1. No person shall make, continue, or cause to be made or continued, any noise disturbance. Unamplified, non-commercial public speaking and public assembly activities conducted at conversational voice levels on any public property or public right-of-way shall be exempt from the operation of this section if such sound is not plainly audible beyond 100 feet or does not infringe the legitimate rights of others.

5.2. The facts required to establish a noise disturbance shall be identical to those required to establish a disturbance of peace under common law (and punishable under M.G.L. c. 272 § 53). Violations of this By-law need only be proven by a preponderance of the evidence.

#### Article 6. Specific Activities

The following activities are permitted as set forth below:

6.1. Construction, Demolition and Commercial Landscaping Activity are allowed to operate or permit the operation of any tools or equipment used in construction, demolition or commercial landscaping work in a Residential District between the hours of 7:00 a.m. and 7:00 p.m. on Weekdays (Monday thru Friday) or between the hours of 8:00 a.m. and 7:00 p.m. on any other day.

6.2. Domestic Power Tools. Persons shall operate, or permit the operation of, any power tool or any garden tool, leaf blower, chain saw or similar device powered mechanically, by electricity, gasoline, diesel or other fuel, outdoors in a Residential District between the hours of 7:00 a.m. and 9:00 p.m.

6.3. Dumpsters and Trash Receptacles. Persons/Businesses shall empty dumpsters or similar trash receptacles between the hours of 6:00 a.m. and 8:00 p.m. on Weekdays (Monday-Friday) or between the hours of 7:00 a.m. and 8:00 p.m. on any other day.

## Article 7. Exemptions and Permits

The following uses and activities shall be exempt from the provisions of this By-law:

- 7.1. Any law enforcement motor vehicle in the performance of law enforcement duties.
- 7.2. Any law enforcement, public safety training facility to include the Hanover Police Firing Range.
- 7.3. Any fire apparatus, ambulance, rescue, public works or emergency response vehicle creating sound in the performance of public safety responsibilities.
- 7.4. Any vehicle in the performance of emergency work.
- 7.5. Public address systems used at public events in a manner approved by any Town Board, Department or Official having authority over said use.
- 7.6. Safety signals, warning devices, emergency pressure relief valves and similar devices during and in relation to public emergencies.
- 7.7. Parades, music festivals, public gatherings, and events for which the permit granting authority has granted a noise permit.
- 7.8. Bells, chimes or carillons, or amplified, recorded, or other electronic substitution while being used in conjunction with religious services or to denote time intervals.
- 7.9. Snow removal from public or private parking lots, roads, driveways, sidewalks and other surfaces traveled by vehicles or pedestrians.
- 7.10. Activities of temporary duration during a time of emergency conducted by a public utility company to repair or maintain public utility infrastructure.
- 7.11. Construction activity under a valid noise permit issued by the Building Commissioner under section 7 or 15 of Chapter 136 of the Massachusetts General Laws, or by any Town Board or Department having regulatory authority over construction activity.
- 7.12. Any vehicle utilizing an amplified communications system operated by a highway maintenance, water department, or public utilities worker acting in the performance of his or her responsibilities.
- 7.13. Any noise originating from a preexisting municipal structure prior to the adoption of this Bylaw which serves and protects the general health safety and welfare of a Hanover residence.



7.14. This Bylaw shall not prevent the use of any mechanical device or equipment used to mitigate emergency conditions or an event by any persons, homeowners, business owner, or Town department.

7.15. Any activity to the extent the regulation thereof has been preempted by State or Federal Laws or Regulations.

#### Article 8. Appeal

Appeal of any citation for a violation of this By-law shall be made to the District Court or other Court of competent jurisdiction in accordance with the provisions of M.G.L. c. 40, § 21D.

#### Article 9. Severability

If any of the provisions of this By-law are held to be invalid by any Court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### **Hamilton:**

#### SECTION 13. Noise By-Law

A. Definitions. As used by this by-law, the following terms shall have the meanings indicated:

“Noise”- a sound that is plainly audible at a distance of 150 feet from its source and which disturbs the reasonable quiet, comfort, repose, or health of others.

“Plainly Audible” - Any sound from a source regulated by this by-law that can be detected above routine or normal ambient background sound by unaided human hearing.

“Sound Amplification System” - Any fixed or portable system to operate or amplify sound, including, but not limited to, phonograph, radio, television, stereo, record player, tape player, cassette player, compact disk player, digital music player, "boom box," or loud speaker.

B. It shall be unlawful for any person or persons to cause or allow any Noise that emanates from any building, boat, structure, vehicle, premises, or any Sound Amplification System, which is plainly audible at a distance of 150 feet from its source. The fact that the Noise is plainly audible at a distance of 150 feet from the building, structure, vehicle, boat, premises or Sound Amplification System in which or from which it originates shall constitute prima facie evidence of a violation of this by-law.

C. Sounding horns excessively. It shall be unlawful to sound or use automobile, truck or other motor vehicle horns or similar signaling devices upon the public streets, parking lots, or thoroughfares of the Town in excess of those signals necessary for the preservation of safety.

D. For the purposes of this by-law, Noise shall include loading or unloading activities, use of power tools and equipment, use of lawn or landscaping equipment, loud outcries, and other loud or boisterous sounds which are not specifically exempted by subsection F and which occur outside of 7:00 a.m. and 9:00 p.m.

E. Penalties for violation. Whoever violates this by-law shall be subject to enforcement action by non-criminal disposition as provided in M.G.L. c. 40, Sec. 21D and Chapter XIII of the Town By-laws. The first violation of this by-law may be punished by a verbal warning or a fine of one hundred dollars (\$100.00). The second violation of this by-law within 12 months after the first violation shall be punished by a fine of two hundred dollars (\$200.00). Further violations within 12 months after the last violation shall be punished by a fine of three hundred dollars (\$300.00). Each such act, which either continues or is repeated more than one-half (1/2) hour after issuance of a verbal warning or fine for violation of this by-law, shall be a separate offense and shall be prosecuted as a separate offense.

This By-law shall be enforced by the Hamilton Police Department. Any person aggrieved by the imposition of a fine under this by-law may, within twenty (20) days of the imposition of the fine, request a hearing before the Town Manager, who may set aside the fine.

(1) If the person or persons responsible for violation(s) of this by-law cannot be determined, then the person in lawful custody and/or control of the premises where the violation(s) occurred, including but not limited to the owner, lessee, manager, or occupant of the property, may be held responsible for the violation(s).

F. Exemptions. The following uses and activities shall be exempt from this by-law:

(1) Any Public Safety motor vehicle using any communication or signaling device necessary in the performance of its operator's duties.

(2) Any highway maintenance, water department, or public utilities activities and/or vehicles, while engaged in necessary emergency business.

(3) Announcing systems at sanctioned sporting or other authorized public events between the hours of 7:00 a.m. and 9:00 p.m.

(4) Noises of safety signals, warning devices and emergency pressure relief valves.

(5) Noises resulting from activities of a temporary duration permitted by law and/or for which a license or permit has been granted by the Town.

(6) Parades, music festivals, public gatherings, and events for which the Selectmen have issued a permit.

(7) Bells, chimes, carillons, or other call to prayer, or amplified, recorded, or other electronic substitution while being used for religious purposes, in conjunction with religious services, between 7:00 a.m. and 9:00 p.m.

(8) Snow removal/road sanding from private parking lots, drives, roadways, and other vehicle- or pedestrian-traveled surfaces.

(9) Noises for which the Board of Selectmen has granted a special permit pursuant to section G, below.

(10) Noise resulting from activities of any agricultural operation between the hours of 7:00 a.m. and 9:00 p.m.

(11) Noise generated by animals.

(12) Noise resulting from the operation of boats for recreation. G. Application for permit for relief.

(1) Application for a permit for relief from this by-law on the basis of undue hardship may be made to the Board of Selectmen.

(2) Any permit granted by the Selectmen shall set forth all conditions pertaining to the specified noise and a reasonable time limit for its abatement.

(3) The holders of licenses to provide alcoholic beverages and/or entertainment shall comply with any noise allowances and/or restrictions imposed upon such licenses, and in the case of a conflict between individual license allowances or restrictions and this by-law, the terms of the license shall apply, and a violation of any such allowances or restrictions shall also constitute a violation of this by-law.

H. Severability clause. If any part of this by-law is deemed to be contrary to state or federal law, that part can be severed without affecting any other part of this by-law.

### Plymouth:

#### Chapter 120 NOISE

§ 120-1. Persons occupying or having charge of premises. § 120-2. Persons present at location where noise originates.

[HISTORY: Adopted by the Annual Town Meeting of the Town of Plymouth 4-11-1988 by Art. 20. Amendments noted where applicable.]

§ 120-1. Persons occupying or having charge of premises. [Amended 6-28-1993 STM by Art. 6; Amended 4-10-2001 by ATM Article 31]

1. It shall be unlawful for any person or persons occupying or having charge of any building, structure, vehicle or premises or any part thereof in the town to cause or suffer or allow any unnecessary, loud, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians, or in the use of any device to amplify the aforesaid, or the making of loud outcries, exclamations or other loud or boisterous noise or loud and boisterous singing by any person or group of persons, or in the use of any device to amplify the aforesaid noise, where the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle or premises in which or from which it is produced.
2. The fact that the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle or premises from which it originates shall constitute prima facie evidence of a violation of this section.
3. Any person violating this section shall be punished by a fine of \$50 for each offense.

§ 120-2. Persons present at location where noise originates. [Amended 4-3-1993 STM by Art. 15]

A. It shall be unlawful for any person or persons being present in or about any building, dwelling, premises, shelter, boat or conveyance, or any part thereof, to cause or suffer or countenance any loud, unnecessary, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians or the making of loud outcries, exclamations or other loud or boisterous noise or loud and boisterous singing by any person or group of persons, or in the use of any device to amplify the aforesaid noise, where the aforesaid noise is plainly audible at a distance of 150 feet from the building, dwelling, premises, shelter, boat or conveyance in which or from which it is produced.

2. The fact that the noise is plainly audible at a distance of 150 feet from the premises from which it originates shall constitute prima facie evidence of a violation of this section.
3. Any person shall be deemed in violation of this section who shall make, or aid or cause or suffer or countenance or assist in the making of, the aforesaid and described improper noises, disturbance or breach of the peace, and the presence of any person or persons in or about the building, dwelling, premises, shelter, boat or conveyance or any part thereof during a violation of this section shall constitute prima facie evidence that he or she is a countenancer to such violation.

C. Any person violating this section shall be punished by a fine of \$50 for each offense.

Shutesbury:

PROHIBITION OF EXCESSIVE NOISE:

No person(s) shall create, assist in creating, continue or allow to continue any excessive, unnecessary or unusually loud noise which either annoys, disturbs, injures, or endangers the reasonable quiet, comfort, repose or health or safety of others within the Town of Shutesbury.

EXEMPTIONS

The following shall not be deemed violations of this bylaw:

Noise generated while engaged in necessary business by any police, fire, or Town equipment or vehicles.

Noise generated by any construction, maintenance or repair vehicles or equipment between the hours of 7 AM and 9 PM.

PENALTIES:

Any person(s) violating this bylaw shall be punished by a fine of \$25.00 for each second and subsequent offense. The first such offense shall be addressed as a warning by the enforcing person(s). Any act which either continues or is repeated more than thirty minutes after a warning or violation notice is issued shall be a separate offense, and each subsequent thirty minute period of an ongoing disturbance shall constitute subsequent offenses. If the person(s) responsible for the offense cannot be determined, then the person in lawful custody or control of the premises, including but not limited to the owner, lessee or occupant of the property on which the activity is located, shall be deemed responsible for the violation.

ENFORCING PERSONS: ANY POLICE OFFICER OR CONSTABLE WITH JURISDICTION,  
SELECT BOARD, DOG OFFICER