

& MEETING NOTICE June 2, 2025

***Indicates item added after the 48 hour posting

bold underlined time = invited guest or advertised hearing

(all other times are approximate)

Location: Town Hall, 2nd floor meeting room, 325 Main Road, Gill

5:30 PM <u>Call to Order</u> (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

Old Business

o Review of Minutes: 3/24/25, 4/7/25, 4/22/25, 5/5/25, 5/20/25

New Business

- Purchase Order Devine Overhead Doors, \$1,600 to replace failed door opener for Fire Dept bay door for brush truck
- Purchase Order L&L Fence Company, \$4,755 to replace 104 feet of new 6-foot cedar fencing between Public Safety Complex and northerly neighbor
- Purchase Order Fire Equipment Inc, \$2,440 to replace 27 outdated heat detectors at Public Safety Complex
- Review Indicative Pricing from Colonial Power Group for next contract period of Gill's Municipal Electricity Aggregation Program. Provide comments as desired. Selectboard voted at 5/22/25 budget meeting to authorize the Town Administrator (Claire Chang as alternate) to award contract when Executable Pricing is received on June 11th
- Other business as may arise after the agenda has been posted.
 - Appoint Miles Chattman as a Firefighter (previously a junior firefighter) through 6/30/25
- Public Service Announcements, if any
- Warrants
 FY25 #24 Vendors (\$577,740.82) & Payroll (\$33,333.52) reviewed/signed on 5/20/25
 FY25 #25 review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 6/9	7:00 PM	Annual Town Meeting, Part 2	Town Hall
Mon 6/16	5:30 PM	Selectboard meeting	Town Hall
Mon 6/30	5:30 PM	Selectboard meeting	Town Hall

Ray Purington/Gill Selectboard

From: Bill Kimball <bkff22@gmail.com>
Sent: Wednesday, May 28, 2025 12:12 PM

To:Town of Gill MassAttachments:DODGillFD.jpg

Good afternoon Ray,

Recurring theme, the brush bay door opener has failed and no longer works. Kyle tried to see if there was anything we could fix internally and there was not. Devine doors had much better pricing than the Easthampton company we used last for the same opener installed. I attached their quote. Please let me know how to proceed.

Thanks, Bill

--

William R. Kimball Chief Gill Fire Department 196A Main Road Gill, MA 01354

 (413) 949-7022
 Cell

 (413) 863-8955
 Station

 (413) 863-0126
 Fax

 (413) 625-8200
 Dispatch

 www.gillmass.org
 Website



Devine Overhead Doors

Estimate

413-586-3161 106 West Street

Date	Estimate #		
5/28/2025	7138		

Name / Address	
Gill Fire Department 196 Main Road A Gill, MA 01354	

		_	Project
Description	Qty	Rate	Total
HD trolley motor, 10' rail, wall station, remotes, installed	1	1,600.00	1,600.00
Any questions please call Denise at 413-586-3161 or Gerry.		Subtotal Sales Tax (0.0%)	\$1,600.00 \$0.00
		Sales Tax (0.0%) Total	3898



Proposal

L&L FENCE COMPANY, INC.

www.LandLFence.net

Office & Showroom: 45 State Rd. Whately, MA. 01373 Email: dan@landlfence.net Fax/Phone: (413) 665-4981 Mailing Address L & L Fence Company, INC. P.O. BOX 498

) 1T	DI	D /
Proposal To	Phone	Date
treet	Job Name	
licet	Job Ivallie	
City, State and Zip Code	Job Location	
We hereby submit specifications and estimates for:		
*PLEASE READ CAREFULLY. THIS CONTRACT IS BASEL		
AREREQUESTED, PLEASE CO	NTACT OUR OFF	ICE.
AREREQUESTED, PLEASE CO		
_ ,		ove specifications, for the sum of:
Propose hereby to furnish material and labor – complete in		
PAYMENT MADE AS FOLLOWS:	accordance with abo	ove specifications, for the sum of:
Propose hereby to furnish material and labor – complete in PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT	accordance with abo	ove specifications, for the sum of:
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT	accordance with abo	ove specifications, for the sum of:
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION:	accordance with abo	ove specifications, for the sum of:
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF	accordance with abo	ove specifications, for the sum of:dollars (
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL	COPY: Authorized	ove specifications, for the sum of:
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL COWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE	accordance with about	ove specifications, for the sum of:dollars (
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Il work will be performed in accordance with standard practices. Property lines must be marked by	COPY: Authorized Signature	ve specifications, for the sum of:dollars (Dan LaValley
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL COWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Ill work will be performed in accordance with standard practices. Property lines must be marked by urchaser and seller assumes no responsibility for location of property lines. All agreements between	COPY: Authorized Signature	ove specifications, for the sum of:dollars (
Propose hereby to furnish material and labor — complete in PAYMENT MADE AS FOLLOWS: PEPOSIT TO BE RETURNED WITH SIGNED CONTRACT PALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE ONDITIONS & TERMS: I work will be performed in accordance with standard practices. Property lines must be marked by rehaser and seller assumes no responsibility for location of property lines. All agreements between rechaser and estimator must be in writing before and approved by sellers main office before work mmences. Failure to pay, as agreed, will void all guaranties and or warranties, and further, seller shall	COPY: Authorized Signature	ve specifications, for the sum of:dollars (
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE ONDITIONS & TERMS: I work will be performed in accordance with standard practices. Property lines must be marked by rehaser and selier assumes no responsibility for location of property lines. All agreements between rehaser and estimator must be in writing before and approved by sellers main office before work mmences. Failure to pay, as agreed, will void all guaranties and or warranties, and further, seller shall we the right to dismantle and remove off purchaser's property, without notice, all fencing installed by true of this order. Purchaser shall pay seller in full unless otherwise provided in writing. 1 ½% shall be	Authorized Signature Note: This proposa	ve specifications, for the sum of:dollars (
AYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT CALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE ONDITIONS & TERMS: I work will be performed in accordance with standard practices. Property lines must be marked by rehaser and seller assumes no responsibility for location of property lines. All agreements between rehaser and estimator must be in writing before and approved by sellers main office before work mmences. Failure to pay, as agreed, will void all quaranties and or warranties, and further, seller shall we the right to dismantle and remove off purchaser's property, without notice, all fencing installed by the of this order. Purchaser shall pay seller in full unless otherwise provided in writing. 1 ½% shall be arged on delinquent accounts. Should fencing be removed for lack of payment then all prior payments	Authorized Signature Note: This proposa by us if not accepte	ve specifications, for the sum of:dollars (
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL COWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Il work will be performed in accordance with standard practices. Property lines must be marked by a rehaser and selimator must be in writing before and approved by sellers main office before work of the property of the property without notice, all fencing installed by true of this order. Purchaser shall pay seller in full unless otherwise provided in writing. 1 ½% shall be larged on delinquent accounts. Should fencing be removed for lack of payment then all prior payments add by customer shall be forfeit and be applied as liquidating damages. Purchaser is aware and agrees at underlying rock, concrete, shale, hardpan, hidden pipe, electrical writing, or other substance that will	Authorized Signature Note: This proposa by us if not accepte	Dan LaValley I may be withdrawn d withindays
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Il work will be performed in accordance with standard practices. Property lines must be marked by unchaser and seller assumes no responsibility for location of property lines. All agreements between ruchaser and estimator must be in writing before and approved by sellers main office before work wimmences. Failure to pay, as agreed, will void all guaranties and or warranties, and further, seller shall we the right to dismantle and remove off purchaser's property, without notice, all fencing installed by rute of this order. Purchaser shall pay seller in full unless otherwise provided in writing. 1 ½% shall be larged on delinquent accounts. Should fencing be removed for lack of payment then all prior payments ade by customer shall be forfeit and be applied as liquidating damages. Purchaser is aware and agrees at underlying rock, concrete, shale, hardpan, hidden pipe, electrical wiring, or other substance that will quire jack-hammering, blasting, drilling, or if any other unique condition is unknown to the seller	Authorized Signature Note: This proposa by us if not accepte Signature	Dan LaValley I may be withdrawn d withindays
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL COWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Il work will be performed in accordance with standard practices. Property lines must be marked by urchaser and selimator must be in writing before and approved by sellers main office before work ommences. Failure to pay, as agreed, will void all guaranties and or warranties, and further, seller shall we the right to dismantle and remove off purchaser's property, without notice, all fencing installed by true of this order. Purchaser shall pay seller in full unless otherwise provided in writing. 1 ½% shall be targed on delinquent accounts. Should fencing be removed for lack of payment then all prior payments ade by customer shall be forfeit and be applied as liquidating damages. Purchaser is aware and agrees at underlying rock, concrete, shale, hardpan, hidden pipe, electrical wring, or other substance that will quire jack-hammering, blasting, drilling, or if any other unique condition is unknown to the seller volving extra labor or costs, will result in additional charges apart from this agreement. Seller shall once rescission by purchaser under such State or Federal laws pertaining to such action if taken by	Authorized Signature Note: This proposa by us if not accepte	Dan LaValley I may be withdrawn d withindays
PAYMENT MADE AS FOLLOWS: DEPOSIT TO BE RETURNED WITH SIGNED CONTRACT BALANCE DUE DAY OF JOB COMPLETION: CUSTOMER RESPONSIBLE FOR BUILDING PERMITS IF REQUIRED, ALSO TO INFORM L&L FENCE OF ANY SPECIAL OWN RESTRICTION BEFORE INSTALLATION OF ANY FENCE CONDITIONS & TERMS: Il work will be performed in accordance with standard practices. Property lines must be marked by urchaser and seller assumes no responsibility for location of property lines. All agreements between urchaser and seller assumes no responsibility for location of property lines, all agreements between urchaser and seller assumes no responsibility for location of property lines, all agreements between urchaser and seller assumes no responsibility for location of property lines, all agreements between urchaser and seller assumes no responsibility for location of property lines, all agreements between urchaser and seller assumes no responsibility for location of property lines, all agreements between urchaser and seller assumes and remove off purchaser's property, without notice, all fencing installed by rtue of this order. Purchaser shall pay seller in full unless otherwise provided in writing. I ½% shall be larged on delinquent accounts. Should fencing be removed for lack of payment then all prior payments ale by customer shall be forfeit and be applied as liquidating damages. Purchaser is aware and agrees at underlying rock, concrete, shale, hardpan, hidden pipe, electrical wiring, or other substance that will quire jack-hammering, blasting, drilling, or if any other unique condition is unknown to the seller volving extra labor or costs, will result in additional charges apart from this agreement. Seller shall	Authorized Signature Note: This proposa by us if not accepte Signature	Dan LaValley I may be withdrawn d withindays

Please sign and return one copy with deposit requested. Thank you!

NO CUSTOM ORDERS WILL BE PROCESSED WITHOUT DEPOSIT!

Forms of payment accepted: cash / check / credit card







Proposal



Proposal Information

Quote Name: Gill Public Safety Building - FEI to Replace Proposal Date:

multiple Fire Alarm Devices

Quote Number: 00115962 Expiration Date: 06/28/2025

Proposal Submitted To

Account Name: Gill Public Safety Building

Contact Name: Ray Purington

Email: administrator@gillmass.org

Phone: (413) 863-9347 Ship To: 196 Main Road Gill, MA 01354 Prepared By: Dean Baudanza

dbaudanza@feinewengland.com

(781) 827-5152

05/29/2025

Description

FEI to replace (1) System Sensor 194degree ROR heat detector, (19) System Sensor 194degree Fixed Temp heat detectors, (5) System Sensor 135degree Fixed Temp heat detectors, (2) System Sensor 135degree ROR heat detectors at the Gill Public Safety Building.

Exclusions

- Fire Detail Fees
- Permits Unless Noted in Proposal
- Additional Requests Made by AHJ/FD Above and Beyond Proposal Scope
- Cutting, Patching and Painting
- All Work Performed During Normal Business Hrs Monday-Friday,7am-4pm unless Otherwise Noted

Product	Line Description				
Materials - Detection & Alarms	(1) System Sensor 194degree ROR heat detector				
Materials - Detection & Alarms	(19) System Sensor 194degree Fixed Temp heat detect				
Materials - Detection & Alarms	(5) System Sensor 135degree Fixed Temp heat detect				
Materials - Detection & Alarms	(2) System Sensor 135degree ROR heat detect				
Labor- Detection & Alarms	Fire Alarm Technic				
Labor- Detection & Alarms	Fire Alarm Technicia				
Truck Charge Zone 3	Truck Cha				
Totals					
	Subtotal \$2,439.24 Tax				



IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this

Agreement shall be paid for by Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY,

WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 60 days from the date of the Proposal.

Signature:	
Name:	Date:
Title:	Purchase Order (if applicable)

TERMS AND CONDITIONS - 10/2020

PRICE: The pricing set forth in this Agreement is based on the services to be performed as set forth in the Scope of Work, If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Fire Equipment Inc (FEI). may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Fire Equipment Inc. are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Fire Equipment Inc. shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to suchchanges.

DEPOSIT: Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Fire Equipment Inc. providing any labor or materials on the project. Fire Equipment Inc. will not commence work until receipt of the deposit

PAYMENTS: Amounts are due within 30 days upon receipt of the invoice by the Customer. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Fire Equipment Inc. shall invoice Customer for payments up to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Fire Equipment Inc. reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set for the reminishing project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by FEI. Fire Equipment Inc. reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Fire Equipment Inc., without prejudice to any other right to remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Seller's reasonable collection costs, including legal fees and expenses.

CUSTOMER RESPONSIBILITY: Customer acknowledges that Fire Equipment Inc. has no knowledge of existing hidden pipes, wires, or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise FEI of such hidden objects, failing which FEI shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation and/or repair of the System, even if due to the active or passive, sole, joint or several except to the extent of the negligence of FEI and/or its agents, servants, employees, suppliers or subcontractors. Customer is solely responsible for making the workspace available for the installation to occur.

LIMITATIONS OF LIABILITY: Limitations of Remedy. It is understood and agreed by the Customer that FEI is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to FEI hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against FEI arising by way of subrogation. FEI makes no guaranty or implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by FEI will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of FEI to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Fire Equipment Inc. shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Fire Equipment Inc. be found liable for any loss, damage or injury arising from a failure of the equipment or service vas designed to detect or avert. Should Fire Equipment Inc. be found liable for any loss, damage or injury arising from a failure of the equipment or service was designed to detect or avert. Should Fire Equipment Inc. be found liable for any loss, damage or injury arising from a failure of the equipment or service was designed to detect or avert. Should Fire Equipment Inc. be found liable for any loss, damage or injury arising from any admittent of the aparents all cable to the site where the incident occurred. Such sum shall be l

GENERAL PROVISIONS: All work to be performed during normal working hours of normal working days (7:00 a.m. – 4:00 p.m., Monday through Friday, excluding FEI holidays), as defined by FEI, unless additional times are specifically described in this Agreement. FEI will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify FEI of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, FEI determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined FEI shall be releved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY FEI TO CUSTOMER. FEI SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE FEI IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

INDEMNITY: Customer agrees to indemnify, hold harmless and defend FEI against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies FEI of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or FEI relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. FEI reserves the right to select counsel to represent it in any suchaction.

LIMITED WARRANTY: FEI warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s), provided however, that FEI's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which FEI determines is defective, at FEI's sole option and subject to the availability of service personnel and parts, as determined by FEI. FEI warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. FEI does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. FEI warrants that any FEI software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. FEI's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, FEI warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, FEI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during FEl's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at FEl's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of FEI. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. FEI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity.

FEI agrees to furnish at no charge to Customer, a replacement part for any portion of said system which proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. No charge will be assessed for labor to repair or replace said part for the first ninety days from original installation date, after which time a standard service call charge will be assessed. It is expressly understood and agreed that in entering into this agreement and in installing the equipment and in granting the service herein described, the Contractor makes no warranties which extend beyond the description contained in this agreement. THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR USE.

FEI assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.

This Agreement may be assigned by the Customer provided the written consent of Contractor is first obtained, which consent shall not be unreasonably withheld and shall be conditioned upon the assignee's agreement, in form satisfactory to Contractor to make the payments herein provided and to perform and comply with all the other terms, covenants, and conditions hereof on Customer's part to be performed and complied with. This instrument is not binding upon Contractor until signed by one of its authorized representatives. There are no agreements, understandings, or representations changing, modifying, or otherwise affecting any of the terms of this Agreement. This Agreement cannot be changed, modified or discharged orally.



About FEI

Fire Equipment Inc. is a full service life safety company. Since 1928, we have led the way in the fire protection industry providing inspections, installations, design and repairs. We provide our services to a wide range of industries throughout the New England area. We invest heavily in infrastructure, technology and education to provide our customers with the best and most cost effective solutions in the industry. FEI is a third generation family-owned and operated company. As such, FEI understands that open communication with both clients and employees is paramount. Clients and employees alike are considered to be part of the FEI family. Our employees take extreme pride in carrying out the company's mission: to provide total life safety solutions protecting lives, valuable assets, and property.

FEI Offers a Broad Range of Fire Protection & Life Safety Services



Our mission is to provide total life safety solutions protecting lives, valuable assets and property.







FRANKLIN COUNTY COMMUNITIES [NGRID & WMECo] ALL-REQUIREMENTS RETAIL POWER SUPPLY PRICING MATRIX COMBINED RATE COMPARISON

PROJECTED

200000000000000000000000000000000000000								PROJECTED	
				Nach Color	<u>PRICING</u>			BASIC S	ERVICE
			[Requir	ed Sweeps]					
	DASI Cost Rec	covery Fee =>					0.00600	8/1/25-1/31/26	8/1/25-1/31/26
START TERM	END TERM	TERM LENGTH	(default)	(optional)				NGRID/WCMA	WMECo/WCMA
Meets MA Re	quirement [69	% for 2026; st	eps up each yea	ar]				0.15400	0.1349
1/1/2026	10/31/2026	10					0.12296		
1/1/2026	10/31/2027	22					0.12546		
1/1/2026	10/31/2028	34					0.12535		
MA Requirem	ent + 31% Natio	onal Wind RE	Cs [69% + 31%	Voluntary RECs =	: 100% for 2026]				
1/1/2026	10/31/2026	10					0.12443		
1/1/2026	10/31/2027	22					0.12693		
1/1/2026	10/31/2028	34					0.12682		
MA Requirem	ent + 5% MA Cl	ass I RECs [3	0% + 5% Volunt	ary RECs = 35% fo	or 20261				
1/1/2026	10/31/2026	10			NAME OF TAXABLE PARTY.		0.12496		
1/1/2026	10/31/2027	22					0.12746		
1/1/2026	10/31/2028	34					0.12735		
MA Requirem	ent + 10% MA (Class I RECs	30% + 10% Volu	intary RECs = 40%	6 for 20261				
1/1/2026	10/31/2026	10					0.12696		
1/1/2026	10/31/2027	22	123				0.12946		
1/1/2026	10/31/2028	34					0.12935		
MA Reauirem	ent + 25% MA (Class I RECs	30% + 25% Volu	intary RECs = 55%	6 for 20261				
1/1/2026	10/31/2026	10					0.13296		
1/1/2026	10/31/2027	22					0.13546		
1/1/2026	10/31/2028	34					0.13535		
MA Requirem	ent + 31% MA (Class I RECs	30% + 31% Volu	intary RECs = 61%	6 for 2026; also = 100	0% in TOTAL1			
1/1/2026	10/31/2026	10	Name of the last o				0.13536		
1/1/2026	10/31/2027	22					0.13336		
1/1/2026	10/31/2028	34					0.13775		
MA Requirem	ent + 50% MA (Class I RFCs	30% + 50% Volu	intary RECs = 80%	6 for 20261				
1/1/2026	10/31/2026	10	22,0 . 20,0 0010		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		0.14296		
1/1/2026	10/31/2027	22					0.14296		
1/1/2026	10/31/2028	34					0.14546		
				LONAIMASO	LE CONTRACTOR		0.14333		
			mum Standard] +	[MA Class I Volunto	ary RECs] = 100%	HACK BANK FROM			
1/1/2026 1/1/2026	10/31/2026	10					0.15046		
1/1/2026	10/31/2027 10/31/2028	22 34					0.15296 0.15285		
1/1/2026									

FRANKLIN COUNTY COMMUNITIES [NGRID & WMECo] ALL-REQUIREMENTS RETAIL POWER SUPPLY PRICING MATRIX COMBINED RATE COMPARISON

						PROJECTED	
			IRequire	PRICING d Sweeps]		BASIC SI	ERVICE
START TERM	END TERM	TERM LENGTH	(default)	(optional)	SECRETARION SERVICES	8/1/25-1/31/26 NGRID/WCMA	8/1/25-1/31/26 WMECo/WCMA
		9% for 2026; step				0,15400	0.1349
1/1/2026	10/31/2026	10			0.12896		
1/1/2026	10/31/2027	22			0.13146		
1/1/2026	10/31/2028	34			0.13135		
MA Requirem	ent + 31% Nat	tional Wind RECs	[69% + 31% \	/oluntary RECs = 100% for 2020	61		
1/1/2026	10/31/2026	10			0.13043		
1/1/2026	10/31/2027	22			0.13293		
1/1/2026	10/31/2028	34			0.13282		
MA Requirem	ent + 5% MA (Class I RECs [309	% + 5% Volunte	ary RECs = 35% for 2026]	Marie Carlos Car		
1/1/2026	10/31/2026	10		Electric de la companya de la compa	0.13096		
1/1/2026	10/31/2027	22			0.13346		
1/1/2026	10/31/2028	34			0.13335		
MA Requirem	ent + 10% MA	Class I RECs [30	0% + 10% Volu	ntary RECs = 40% for 2026]			
1/1/2026	10/31/2026	10		2400	0.13296		
1/1/2026	10/31/2027	22			0.13546		
1/1/2026	10/31/2028	34			0.13535		
MA Requirem	ent + 25% MA	Class I RECs [30	0% + 25% Volu	ntary RECs = 55% for 2026]			
1/1/2026	10/31/2026	10			0.13896		
1/1/2026	10/31/2027	22			0.14146		
1/1/2026	10/31/2028	34			0.14135		
MA Requirem	ent + 31% MA	Class I RECs [30	0% + 31% Volu	ntary RECs = 61% for 2026; also	= 100% in TOTAL]		
1/1/2026	10/31/2026	10			0.14136		
1/1/2026	10/31/2027	22			0.14386		
1/1/2026	10/31/2028	34			0.14375		
MA Requirem	ent + 50% MA	Class I RECs [30	0% + 50% Volu	ntary RECs = 80% for 2026]			
1/1/2026	10/31/2026	10			0.14896		
1/1/2026	10/31/2027	22			0.15146		
1/1/2026	10/31/2028	34			0.15135		
100% MA CLA	SS I RECs [RP	S MA Class I Minim	um Standard] +	[MA Class I Voluntary RECs] = 100%	L Piachic MALKE		
1/1/2026	10/31/2026	10			0.15646		
1/1/2026	10/31/2027	22			0.15896		
1/1/2026	10/31/2028	34			0.15885		