Town Meeting
Supporting Documentation
Saturday, June 13, 2020
Article 7
Wage and Personnel By-Law; Amendments and Compensation Schedules

SUMMARY OF RECOMMENDED
WAGE & PERSONNEL BYLAW CHANGES

The Wage & Personnel Board, in consideration of the financial concerns of the Board of Selectmen, Town Administrator and Finance Committee, have unanimously voted to recommend the temporary suspension of step rate increases for FY 2021 and not to recommend a COLA adjustment for FY 2021 for employees subject to the Wage & Personnel Bylaw. If approved, this results in a total savings for FY 2021 of $103,270. ($66,177 step rate increases; $37,093 COLA).

Raise the wages of seven (7) positions to reflect the current State Minimum Wage of $12.75. These positions currently earn $12.00 per hour. If approved, this results in a total cost of less than $1,000 for FY 2021.

Add or change several positions to Schedule A and the corresponding changes to Schedules C-1 and C-3 of the Wage & Personnel Bylaw.

Add the designation of Exempt to certain positions as determined by the Human Resources Manager using federal guidelines.

Establish a maximum tuition reimbursement amount of $2,000 per eligible employee per FY and changing the eligible grade to receive this reimbursement from “C” to “B”.

Change the issue date of step rate increases, under certain circumstances, to July 1st for all employees not currently receiving their increase on that date.

Establish a remuneration of $3,000 per eligible employee per FY, and the qualifications required to receive said remuneration.

Other recommendations include removal of a reference to step increases where it no longer exists, changing filing requirements when requesting action by the Wage & Personnel Board, and renumbering of certain sections of the Wage & Personnel Bylaw.
Article 8
FY 2021 Capital Equipment/Project Funding

Project 4
Purchase of 2 Ford SUV Patrol Cars
CUSTOMER NAME

Contact Name: Chief Maurice Splaine. Date: Sept.20,2019
Company/Dept.: Town of Kingston, Mass. / Kingston Police Department Valid Until: 60 Days
Street Address: 244 Main St. Customer #:
City, State, Zip: Kingston, MA. 02364 Contract: P.C.C. #19-20-21
Phone: 781 585 0525 / 781 831 2621 Sales Rep: David Breen
E-Mail: mspaine@kdpmass.org

<table>
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<th>CONTRACT LINE REFERENCE</th>
<th>LINE DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>QTY.</th>
<th>EXTENDED PRICE</th>
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<td>2020 Ford Utility Police Interceptor AWD</td>
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<td>500A</td>
<td>500 A Package</td>
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<td>UM</td>
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<td>96</td>
<td>Interior : Ebony Black</td>
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<td>99W</td>
<td>3.3 Liter Hybrid Engine</td>
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<td>44B</td>
<td>10 Speed Automatic Transmission</td>
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<td>43D</td>
<td>Dark Car Feature - Courtesy Lamp Disable</td>
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<td>52P</td>
<td>Hidden Door Lock Plungers with Rear Door Inop</td>
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<td>76R</td>
<td>Reverse Sensing Sys</td>
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<td>549</td>
<td>Heated Rearview Mirrors ( Non Blis )</td>
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<td>87R</td>
<td>Rear view Mirror with Cam Display</td>
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<td>18D</td>
<td>Global Unlock</td>
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<td>65L</td>
<td>Full Wheel Covers</td>
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<td>Rear Console Plate</td>
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<td>Vehicle Total</td>
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Equipment

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<td>1023</td>
<td>911 - Power Distribution System</td>
<td>$750.00</td>
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<td>Paint</td>
<td>/ Kingston Paint Scheme 2 Front Doors White</td>
<td>$425.00</td>
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<td>Graphics</td>
<td>Reflective Door Jam Kit / Yellow</td>
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<td>1948</td>
<td>Front And Rear Vent Shades</td>
<td>$95.00</td>
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<td>1949</td>
<td>Tint 2 Front Door Glass 35%</td>
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<td>FK</td>
<td>Fleet Key / 1284X</td>
<td>$220.00</td>
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<td>1951</td>
<td>Remote Car Starter</td>
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<td>Weather Tech Front Floor Liners</td>
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<td>5</td>
<td>Whelen Liberty II Dual Color Light Bar</td>
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<td>Whelen Head Light Flashers</td>
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<td>Whelen 400 Series LED on Push Bumper</td>
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<td>Whelen Single Avenger on Front Center Dash / White</td>
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<td>Whelen Super LED IONs in Rear Quarter Glass , B</td>
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<td>Whelen Super LED Duo IONs in Upper Rear Gate Glass / B/R - B/A</td>
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<td>Whelen Super LED Duo on Side of Push Bumper</td>
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<td>Whelen Super LED Duo IONs in Lower Lift Gate B/R - B/A</td>
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<td>Whelen M2 / Blue , Clear Lens / Each Side of Plate</td>
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<td>Whelen LIN-V2 Mirror Beam Mirror Bracket / LSVBKT34</td>
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<td>Setina 7 Vs Single Cell Transport with Rear Cage</td>
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<td>Setina Rear Window Bars</td>
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<td>Aux Triple Outlet In Center Console</td>
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<td>Lind Power Supply for Panasonic Computer / PA1581921</td>
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<td>Stream Light Stinger DS Flash Light with Charger</td>
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<td>5 Lb. Fire Extinguisher</td>
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<td>2 Magnetic Mic Clips</td>
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<td>Transfer 2 Way Radio</td>
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**TERMS AND CONDITIONS**

Kingston MA PD · 2020 Marked Utility Gas · PCC - Budget · 9-19-19 · Page 2 of 3
Article 8
FY 2021 Capital Equipment/Project Funding

Project 5
Purchase of 2 85cy Ejection Trailers for Transfer Station
SPECTOR MANUFACTURING INC.
P.O. BOX 158
SAINT CLAIR, PA 15970
570-429-2510

CUSTOMER: CITY OF KINGSTON, MA
CONTACT: PAUL BASLER
QUANTITY: ONE (1)
CITY OF KINGSTON, MA
CLOSED TOP EJECTOR
DATE : 9/5/2019
QUOTE #: 919153

QUANTITY: 80
CUBIC YARDS:

BODY TYPE: STEEL
LENGTH: 41' X 96" WIDE

SIDES: 96" X 10 GA. LAST 59-1/2" 3/16"

TOP RAIL: 4" X 3" X 3/16" STRUCTURAL TUBE

SIDE POSTS: 6" X 10 GA. ON 24" CENTERS

REAR POST: 4" X 3" X 3/8" STRUCTURAL TUBE

BOX BRACING: ONE ROW EACH SIDE / TRIPLED LAST 8 POSTS

CLEANER PL.: OUTSIDE

GRABBERS: AS REQUIRED

ROOF: 10 GA. LAST 59-1/2" X 3/16"

ROOF POSTS: 6" X 10 GAUGE ON 24" CENTERS

ROOF BOXES: ONE ROW CENTER, TRIPLE ROW LAST 8 POSTS

FLOOR: 3/16" 50,000# MIN. YIELD/LAST 12' X 3/16" AR 450

CROSSMEMBER: 4" JR I-BEAM 12" O.C.

FLOOR GUIDE: ONE PIECE 3/16" BOTTOM RAIL/FLOOR CHANNEL

BLADE: 3/16" W/1/4" AR-400 WELD ON SLIDES

CYLINDER: 96-412 W/MID CYLINDER SUPPORT

TAILGATE: SINGLE DOOR W/TARP OVER OPENING 77" X 72"

BULKHEAD: NA

LADDERS: YES, FRONT D.S.

CHASSIS: 10" X 17# I-BEAM REAR TO LANDING GEAR

AXLES: TP 5' ROUND, 5/8" WALL, 25,000# CAPACITY

BRAKES: 16-1/2" X 7" AIR W/ AUTO SLACK ADJUSTERS

45/2M ABS BRAKE SYSTEM

WHEELS: 10 HOLE, HUB PILOTED, OUTBOARD DRUMS

RIMS: 9 - 8.25" X 22.5" TUBELESS STEEL DISC

TIRES: 9 - YOKOHAMA RYO23 11R22.5 16 PLY

SUSPENSION: REYCO 210 52,000# CAPACITY

King Pin: 36" ON A 3/8" PIN PLATE

FIFTH WHEEL HT.: 49" STANDARD

LANDING GEAR: HOLLAND MARK V

TIRE CARRIER: YES W/SPARE TIRE & RIM

LIGHTS: LED MOUNTED IN TAILGATE IF POSSIBLE

LIGHT PLUG: 7-WAY

FLAPS: I.C.C.

BUMPER: I.C.C./PUSHER W/ TWO TOW HOOKS

OIL TANK: YES

OIL FILTER: YES

CONTROL VALVE: SINGLE SPOOL

HYD. FITTINGS: (1) 5100-S5-16B PRESSURE (1) 5100-S5-20B SUCTION

HYD. HOSES: (1) 1" X 108" (1) 1-1/4" X 108"

PAINT: WHITE PPG 60-91-105

OPTIONS:

3 - FIRE PORTS IN THE ROOF

SELLER: 

BUYER: 
Article 8
FY 2021 Capital Equipment/Project Funding

Project 6
Purchase of 2 Recycling Cans for Transfer Station
Sell To:
Contact Name: Paul Basler
Bill To Name: Town of Kingston Ma
Bill To: 32 Evergreen St
Kingston, MA 02364
USA
Email: pbasler@kingstonmass.org
Phone: (781) 585-0510
Mobile: (617) 688-4090

Ship To Name: Town of Kingston Ma
Ship To: 8 Cranberry Rd
Kingston, MA 02364
USA

Quote Information
Salesperson: Bill Morin
Salesperson Email: bmorin@wastequip.com
Salesperson Phone: (603) 498-4401
Created Date: 9/4/2019
Expiration Date: 9/17/2019
Quote Number: WQ-10128528
Please Reference Quote Number on all Purchase Orders

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<th>Product Description</th>
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<th>Sales Price</th>
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<td>163065NE</td>
<td>30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3&quot; structural channels on 18&quot; centers and 8&quot;x 2&quot;x 3/16&quot; Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24&quot; centers and 3&quot; x 4&quot; x 11 gauge Top Rails, Door: CAM Latch, Primed and Painted any Standard Color</td>
<td>Part number 9-235346F complete with roof and doors below included-built for recycling container application</td>
<td>2.00</td>
<td>$4,805.00</td>
<td>$9,610.00</td>
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<td>ROC402</td>
<td>Recycle Roof - Barn Roof</td>
<td>Special loading doors 28&quot; x 28&quot; opening with 28&quot; H x 30&quot; W doors, door to be bottom hinged and flip out from container steel with interior steel wings on hinges 24&quot; L X 12&quot; H on inside of door securable</td>
<td>2.00</td>
<td>$1,755.00</td>
<td>$3,510.00</td>
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<td>ROC408</td>
<td>Recycle Option - Special Requirement</td>
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<td>8.00</td>
<td>$425.00</td>
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Payment Terms: Net 30 Days if credit has been established
Shipping Terms: FOB Origin

Subtotal: $16,520.00
Shipping: $855.00
Tax: $0.00
Grand Total: $17,405.00

Special Instructions
- Color to be Dark Green
- Ship to Kingston MA on truckload up to two containers per load $885 per load freight
- Note four doors to be located on driverside of container
Article 8
FY 2021 Capital Equipment/Project Funding

Project 7
Purchase of a Replacement of Town Wide Server
PowerEdge R730 Rack Server

Price includes 42% off through Dell Small Business.

Questions? Our Small Business Technology Advisors can help. Click to Chat

No interest if paid in full within 90 days on all PowerEdge servers

American Power Conversion
AP7541 Zero U Basic...
more

Bundle Total: $17,123.06
Item
Quantity
Price
PowerEdge R730 Rack Server

PowerEdge R730 Rack Server

Hide full specs
PowerEdge R730
PowerEdge R730 Server
Trusted Platform Module (TPM)
No Trusted Platform Module
Chassis Configuration
Chassis with up to 16, 2.5" Hard Drives, MLK
Shipping
PowerEdge R730 Shipping
Processor
Intel® Xeon® E5-2620 v4 2.1GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C/16T (85W)
Max Mem 2133MHz
Additional Processor
Intel® Xeon® E5-2620 v4 2.1GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C/16T (85W)
Max Mem 2133MHz
Processor Thermal Configuration
2 CPU Standard
Memory DIMM Type and Speed
2666MT/s RDIMMs
Memory Configuration Type
Performance Optimized
Memory Capacity
(4) 16GB RDIMM, 2666MT/s, Dual Rank
RAID Configuration
RAID 10 for H330/H730/H730P (4-16 HDDs or SSDs in pairs)
RAID Controller
PERC H730 RAID Controller, 1GB NV Cache
Hard Drives
(12) 1.2TB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive
Additional Network Cards
Intel Ethernet I350 Quad Port 1GbE BASE-T Adapter, PCIe Full Height
Embedded Systems Management
Dell EMC OpenManage Integration for ServiceNow for iDRAC8
Internal SD Module
Internal Dual SD Module with 2x 64GB SD Cards
Internal Optical Drive
DVD+-/RW, SATA, Internal
Rack Rails
ReadyRails™ Sliding Rails With Cable Management Arm
Bezel
Dell EMC QSYNC Bezel for PE R730
Power Management BIOS Settings
Power Saving Dell Active Power Controller
Power Cords
(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America
Power Supply
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W
System Documentation
Electronic System Documentation and OpenManage DVD Kit
Operating System
Windows Server® 2016 Datacenter, 16CORE, FL, No MED, UnLTD VMs, NO CALs
OS Media Kits
Windows Server® 2016, Datacenter, 16CORE, Media Kit
Client Access Licenses
(2) 50-pack of Windows Server 2019/2016 Device CALs (Standard or Datacenter)
Enabled Virtualization
Hyper-V role enabled with pre-installed STD or DC Ed OS on incl Virtual HDD
Advanced System Configurations
UEFI BIOS Boot Mode with GPT Partition
Order Information
US No Canada Ship Charge
Network Daughter Card
Intel i350 Quad Port 1GbE BASE-T, rNDC
PCIe Riser
Risers with up to 1 FH, x8 PCIe Slots + 2 FH, x16 PCIe Slots
Service
3 Year ProSupport and NBD On-site Service
Deployment Services
No Installation
Remote Consulting Services
Declined Remote Consulting Service
Edit quantity in Cart

$29,226.00

Price includes 42% off through Dell Small Business. Details

- $12,434.93

Questions? Our Small Business Technology Advisors can help. Click to Chat Details

No interest if paid in full within 90 days on all PowerEdge servers^ Details

American Power Conversion AP7541 Zero U Basic...

more

$331.99
Bundle Total:
$17,123.06
Article 8
FY 2021 Capital Equipment/Project Funding

Project 8
Purchase of Replacement Computers & Software at Library
Complete your Solution

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>APC Smart-UPS 2200VA LCD RM 2U 120V with SmartConnect</td>
<td>$1,276.00</td>
<td>2</td>
<td>$2,552.00</td>
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<tr>
<td>APC Smart-UPS 2200VA LCD RM 2U 120V with SmartConnect</td>
<td>$1,225.00</td>
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</table>

UPS Network Management Card 2 with Environmental Monitoring

Add To Cart

APC Smart-UPS X 120V External Battery Pack Rack/Tower

Add To Cart

*Expected where noted, all prices are Estimated Resale Price (ERP). Without Tax/VAT. Pricing in other locations and sites may vary. 
<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>OptiPlex 3070 MFF MLK: OptiPlex 3070 Micro BTX 210-ASBI; Intel Core i3-9100T (4 Cores/8MB/4T/3.1GHz to 3.7GHz/35W); supports Windows 10/Linux 338-BRTD; Win 10 Pro 64 English, French, Spanish 619-AHKN; No AutoPilot 340-CKSZ; Microsoft(R) Office 30 Days Trial 658-BCSB; 8GB 1X8GB DDR4 2666MHz Non-ECC 370-ADZL; M.2 128GB PCIe NVMe Class 35 Solid State Drive 400-BEUQ; Thermal Pad 412-AALV; M2X3.5 Screw for SSD/DDPE 773-BBBB; No Out-of-Band Systems Management 631-ACDC; No Additional Hard Drive 401-AANH; No Wireless Driver 340-AFMQ; No PCIe add-in card 492-BBFF; Black Dell KB216 Wired Multi-Media Keyboard English 580-ADJC; Black Dell MS116 Wired Mouse 275-BBBW; No Cable Cover 325-BCZQ; No Additional Cable Requested 379-BBCY; Not selected in this configuration 817-BBBF; No Integrated Stand option 575-BBBI; SupportAssist 525-BBCL; Dell(TM) Digital Delivery Cirrus Client 640-BBLW; Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-EXMR; Waves Maxx Audio 658-BBRB - Dell Developed Recovery Environment 658-BCUV; Software for OptiPlex Systems 658-BEGX; No Media 620-AOAH; ENERGY STAR Qualified 387-BBLW; Dell Developed Recovery Environment 658-BCUV; No Wireless LAN Card 555-BBFO; OptiPlex 3070 Micro 329-BEJU; Fixed Hardware Configuration 998-DOFS; US Power Cord 450-AAAZ; Safety/Environment and Regulatory Guide (English/French Multi-language) 340-AGIK; Dell Watchdog Timer 379-BDLB; Quick Setup Guide 3070 Micro 340-CMOF; No Option Included 340-ACQQ; US Order 332-1286</td>
<td>$541.33</td>
<td>$8,119.95</td>
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</tbody>
</table>
Retail POO 389-BDOH
TPM Enabled 329-BBJL
Ship Material for OptiPlex Micro Form Factor 340-CDWS
Shipping Label for DAO 388-BBUU
No Additional Video Ports 492-BCKH
CMS Software not included 632-BBBJ
Mexico Regulatory LBL for Micro Chassis 66W 389-DQQB

No CompuTrace 461-AABF
Intel Core i3 Processor Label 340-CLVQ
McAfee Small Business Security 30 Day Free Trial 650-0028
65 Watt AC Adapter 450-ADTR

Desktop BTS/BTP Shipment 800-BBIP
No Optane 400-BFPO
Dell Limited Hardware Warranty Plus Service 803-8583
Onsite Service After Remote Diagnosis 3 Years 803-8590

15 Dell E2216h - LED monitor - 22 $107.32 $1,609.80
Dell 22 Monitor - E2216H 210-AGMV
Dell Limited Hardware Warranty 814-9340 - Advanced Exchange Service, 3 Years 814-9341

15 Micro AIO Stand MFS18 CUS KIT $79.99 $1,199.85

SubTotal $10,929.60
Ground $0.00

Total $10,929.60

Quote expires Dec 13th, 2019
### bizhub 3622

#### MAIN UNIT

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>MSRP</th>
<th>Sourcewell Discount</th>
<th>Sourcewell Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAFN011</td>
<td>bizhub 3622 - 38 PPM Copier/Printer/Scanner/Fax - Includes PS, PCL, and XPS Controller, Wireless Network Interface, Automatic Duplex Unit, 50-sheet Automatic Document Feeder, 650 Sheets Paper Capacity, 1 GB Standard Memory, Standard USB 2.0 (supports local printing), 2.5K Starter Toner Cartridge, 60K Imaging Unit.</td>
<td>$749.00</td>
<td>53%</td>
<td>$381.49</td>
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#### SERVICE

- Click price "All in" b/w

#### INSTALL DELIVERY AND NETWORK SERVICE

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<tr>
<td>760525511</td>
<td>Printer Delivery Charge - Level 0</td>
<td>$30.00</td>
<td>0%</td>
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<tr>
<td>760001091</td>
<td>Basic Network Service - BNSO1</td>
<td>$124.00</td>
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<tr>
<td>4790065001</td>
<td>2-Year Warranty Extension bizhub 3320</td>
<td>$109.00</td>
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#### PAPER SUPPLY OPTIONS

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<th>Sourcewell Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AANAY1</td>
<td>PP-P15 250 sheet tray</td>
<td>$165.70</td>
<td>30%</td>
<td>$115.59</td>
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<tr>
<td>AANOW1</td>
<td>PP-P16 550 sheet tray</td>
<td>$255.70</td>
<td>30%</td>
<td>$178.99</td>
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<tr>
<td>9667002761</td>
<td>FD-P02 Copy Desk</td>
<td>$299.00</td>
<td>30%</td>
<td>$209.30</td>
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#### MISC OPTIONS

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</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>ESP Compact Power Filter 120V/15A</td>
<td>$42.00</td>
<td>20%</td>
<td>$33.60</td>
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<tr>
<td>760013463</td>
<td>CS-1 Convenience Stapler</td>
<td>$317.00</td>
<td>27%</td>
<td>$230.30</td>
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<tr>
<td>PTL5A</td>
<td>Paper Tray Lock</td>
<td>$58.00</td>
<td>30%</td>
<td>$40.60</td>
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#### CONSUMABLES

<table>
<thead>
<tr>
<th>Item</th>
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<th>MSRP</th>
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<th>Sourcewell Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14YK</td>
<td>Staple fcr Finisher (1 pc (5000 Needles) x 3 (lining on inner PP tray)</td>
<td>$72.00</td>
<td>30%</td>
<td>$50.40</td>
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<tr>
<td>AAE00Y0</td>
<td>IUP25 UNR for bizhub 4422-3622 (Yield: 60K)</td>
<td>$60.00</td>
<td>10%</td>
<td>$54.00</td>
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<tr>
<td>AAE3030</td>
<td>TNPE0 UNR for bizhub 3622 (Yield: 15K)</td>
<td>$285.00</td>
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<td>$256.50</td>
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<tr>
<td>AAE3011</td>
<td>TNPE2 UNR for bizhub 3622 (Yield: 15K)</td>
<td>$328.50</td>
<td>10%</td>
<td>$296.10</td>
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<tr>
<td>AAE00Y1</td>
<td>IUP26 Std fcr bizhub 4422-3622 (Yield: 60K)</td>
<td>$75.00</td>
<td>10%</td>
<td>$67.50</td>
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</table>

* W/ 1 year service warranty.  

→ **# 415.09**
Article 8
FY 2021 Capital Equipment/Project Funding

Project 9
Removal of Pole and Light System at Lootz Field
Removal and Replace Lights at Basketball Court
Memorandum

To: Thomas J. Calter III, Town Administrator/Chief Procurement Officer
   & Joshua Warren, Chairperson, Board of Selectman

From: Susan Woodworth, Director of Recreation

CC: Recreation Commission; Gloria Mitchell, Assistant to Town Administrator
    and Board of Selectmen/Associate Public Purchasing Officer

Date: 1/12/2020

Re: Light Poles on Lootz Field and Basketball Court Safety Concerns

The Recreation Department is requesting an Article be added to the Warrant for the spring, 2020 Annual Town Meeting for the removal of lights and light poles at the Lootz Field and the Basketball Court at the Reed Community House property, as they have been deemed a safety concern.

Last year, a portion of one of the light fixtures on top of a pole at the Lootz field fell. I contacted an Electrical vendor that we work with regarding replacing the light. He indicated that prior to replacing the fixture he recommended that we have a company evaluate the condition of the poles as they have been up a long time (over 21 years), and there could be a concern of decay and some of the poles in strong wind seem to sway at the top greatly.

A construction company was contacted and after evaluation they strongly suggest that the poles be replaced due to the fact that the poles are not currently in the
ground the correct depth and are in decaying condition. They also looked at the poles at the Reed Basketball Court and indicated the same. The cost to remove and replace the poles and the light system was estimated to be over $102,000.

In light of the current economic climate the Recreation Commission discussed removing the poles and all of the electrical fixtures, wires, etc. and not replacing them at the Lootz field, and replacing them only at the basketball court. This decision was made due to the fact that there are now lights at some of the baseball/softball fields at the Opachinski Complex.

This was not included in the Capital Plan for FY21 as not all of the information had been received prior to deadlines. Therefore, the request at this time for safety concerns is to remove all the poles and proper disposal of the poles, as they are considered hazard materials, light fixtures, and associated wiring at the Lootz Field and Basketball Court, and to replace the poles and light fixtures at the Basketball Court.

Projected Project Cost: $30,760

- Removal and disposal of all light fixtures, associated wiring, electric service panel, and installation of new lights and associated wiring at the Basketball Court
  - $13,160
- Removal and disposal of 9 wood poles at Lootz Field
  - $9,100
- Removal and disposal of existing poles and installation of 2 new 35’ class 4 southern pine penta treated wood poles at Basketball Court
  - $8,500

Please let me know if you have any questions, or would like to meet with me to discuss in more detail.

Thank you,

Susan Woodworth, Director of Recreation
Memorandum

To: Bradford Randall, Chairman, Capital Planning Committee
From: Susan Woodworth, Director of Recreation
CC: Recreation Commission; Thomas J. Calter III, Town Administrator & Joshua Warren, Chairperson, Board of Selectman

Date: 4/17/2020
Re: Light Poles on Lootz Field and Basketball Court Funding Request

Thank you for yours and the Capital Planning Committee’s time last evening; Thursday, April 16th.

This is a written request, per my presentation, to adjust the funding request amount from $30,760 to $35,374.

This additional requested amount is based upon including a 15% construction contingency amount, as the original proposals were provided in late November, 2019, and construction costs more than likely will increase prior to a potential start timeframe for the project for the fall of 2020.

Again, thank you for your time and please let me know if you, or the Capital Planning Committee members have any additional questions. I look forward to hearing from you regarding the vote/recommendation from the Capital Planning Committee.
Article 8
FY 2021 Capital Equipment/Project Funding

Project 10
Interior Building, Entrance/Walkway, etc. at Library
Here are the Library capital requests for FY21. The list is slightly revised from what I sent Elaine on October 11th because in the process of reviewing with Brad and getting quotes, we think some items are too expensive to do now, if the building is going to have a more major renovation within the next five years.

**Library Facilities capital request 6 Green Street  $33,196**

The building is 25 years old, as are the carpets and most of the finishes and furniture. While we are waiting for the Town to be ready for a larger-scale renovation and reconfiguration of the Library, these more minor updates will significantly improve the usability and appearance of the building.

- Small expansion of IT closet in Director’s office -- quote $3,820.
- Paint interior -- quote $11,970
- Children’s room -- create playroom in current activities room by installing large window -- $4,000 for glass installation, painting, moving electrical outlet. (Quote for window $1,950.)
  - The playroom would need some furnishings and equipment. We will request funding for these from the Kingston Public Library Foundation and are also applying for a federal grant. The grant does not pay for structural work.
- Children’s room. Install emergency exit. $5,608 plus exit signs and painting. $7,000.
- Courtyard -- add 2 48” umbrella tables and 8 chairs to the courtyard -- quote $2606.
- Signage -- replace signage to reflect updated locations of collections and services -- estimate $3,000. Can't get exact quote until moves and signage needs are finalized.
- Install window in emergency door at Summer Street for better connection to Adams Center -- quote $560.00 plus contingency for painting = $800

**IT request**

**ATM FY21  $14,211**

- replace UPS -- quote $2,450. The current UPS is at end-of-life.
- replace 15 staff computers in FY21 – $10,930. These machines are more than five years old and are failing. They are being kept in service by frequent replacement of parts and reformatting. It takes a lot of the IT Manager's time to maintain them.
- replace 2 desktop printers -- quote $831. 2 desktop printers are at end-of-life.

- replace 2 copier/printers, one for office use, one coin-operated for public use. Both the staff and public copier/printers are at end-of-life. Marie got quotes from Konica/Minolta to replace the staff and public copiers. She tells me that this belongs in my budget as a lease, rather than as a capital purchase. **The annual cost to lease both machines is $3,192.**
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty / Hours Required</th>
<th>Cost / Hourly Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Project Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enlarge existing IT room by 18&quot; in Depth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove existing double doors and door frame and save for reuse / Remove wall where previous doors were install / Use metal studs and frame a new wall increasing room depth 18&quot; / Frame door opening with wood studs to accept existing door frame mounting / Install drywall and apply 3 coats of joint compound and sand smooth / Reinstall door frame and doors / Install rubber baseboard molding blending with the rest of the baseboard / Prime and paint new drywall areas and interior of IT room.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Materials</td>
<td>1</td>
<td>250.00</td>
<td>250.00</td>
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<tr>
<td>Framing Materials / Metal Studs / Wood Studs</td>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
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<tr>
<td>1/2&quot; Drywall</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
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<tr>
<td>Drywall Supplies / Screws / Tape / Joint Compound</td>
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<td>50.00</td>
<td>50.00</td>
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<tr>
<td>Rubber Baseboard</td>
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<td>75.00</td>
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<tr>
<td>Misc Materials / Supplies</td>
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<td>150.00</td>
<td>150.00</td>
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<tr>
<td>Primer / Paint / Painting Supplies</td>
<td>1</td>
<td>65.00</td>
<td>3,120.00</td>
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<tr>
<td>Labor</td>
<td>48</td>
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<tr>
<td>Greg / Lead Carpenter</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$3,120.00</td>
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</tbody>
</table>
Estimate

55 Treetop Way
Plymouth MA 02360

Estimate for:

Town of Kingston/Facilities Dept
Chris Woods
26 Evergreen Street
Kingston, MA. 02364

Job Scope

Work at; Kingston Public Library, 6 Green Street

Interior main area, running from the main reception desk area all the way through to the back area (no separate rooms or halls with the be one long wall running through the art hallway, stopping at the far end)

NOTE: we shall be painting inside all of the bookshelves, the staff will be removing the books in advance for us and we show communicate to them the day before where we will need cleared off the following day to avoid any confusion.

-We shall check all walls and fill in sand any minor imperfections as well as the hard plaster ceilings *(dropped ceilings are okay as is of course) we shall treat any water stain with oil blocking primer.
-We shall apply two coats SW paint, flat finish, to not only all of the plaster ceilings in this area, but also to the upper walls that are also done in the same color as an accent.
-We shall apply two coats SW eggshell finish paint to all of the walls in the above area, including cutting in around all of the bookshelves with the books have been removed.

* The above scope includes all labor, materials, and insurance to complete as outlined. Work areas shall be kept neat and clean throughout the project, and we shall leave any extra paint upon our completion for your future needs.

* NOTE: if you do this project between Jan 1st and Feb 28th, that is our slower portion of the year. I'm going to take an additional 5% off the total cost or a $630 savings

Total

$11,970.00

All work and materials are guaranteed as specified; work will be performed in accordance with above specifications, with payment schedule as specified below. Any alteration from above specifications involving extra costs will be executed on written or verbal orders and become an extra charge to customer, payable upon completion – Nonpayment of bill 7 days after completion voids warranty and after 14 days will be charged 1.5% interest per month. Customer will be liable for any additional legal fees incurred to collect unpaid balance Payments: (no money at time of wash) 1/3 on start, 1/3 halfway, and final 1/3 due upon completion. (jobs longer than 10 days may require additional payments as needed. Less than 3 days will be one, maybe two payments. We are flexible, but payment upon completion please, regardless).

Submitted by / Workers Comp. by Hanover Insurance / General Liability by Hanover Insurance

Above prices, specifications, and conditions are satisfactory, and accepted – you are authorized to do work and payments will be made as outlined above. I have read and understand fully the one-year warranty on the reverse of this form.

Accepted By ________________________________ Date ________________

We Emphasize Quality Preparation... Since 1986.

www.onestoppainting.com 800-440-1552 508-888-3500 fax 508-888-0074
<table>
<thead>
<tr>
<th>Model #</th>
<th>Description</th>
<th>Qty</th>
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<td>H-7237</td>
<td>Outdoor Café Stacking Chair</td>
<td>8</td>
<td>$135.00/EA</td>
<td>$1,080.00</td>
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<tr>
<td>H-7915</td>
<td>Outdoor Café Table - 48' Round</td>
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<td>$320.00/EA</td>
<td>$640.00</td>
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<tr>
<td>H-2297</td>
<td>Umbrella Base</td>
<td>2</td>
<td>$150.00/EA</td>
<td>$300.00</td>
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<td>H-2296BLU</td>
<td>Umbrella - 102&quot;, Blue</td>
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<td>$210.00/EA</td>
<td>$420.00</td>
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**SUBTOTAL =** $2,440.00

**Shipping** = **$165.84**

**Total** = **$2,605.84**
OUTDOOR CAFÉ SEATING

Sturdy, attractive seating for cafés, bistros and office patios.

- Steel mesh prevents standing water and makes cleanup easy.
- Table accommodates 1 1/2" diameter umbrella.
- Unusually comfy. Extra wide and roomy.
- Low-maintenance, black powder-coat finish.

### OUTDOOR CAFÉ SEATING

<table>
<thead>
<tr>
<th>MODEL NO.</th>
<th>DESCRIPTION</th>
<th>SIZE W x L x H</th>
<th>WT. (LR)</th>
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<tr>
<td>H-77235*</td>
<td>36&quot; Square Table</td>
<td>36 x 36 x 29&quot;</td>
<td>26</td>
<td>$270</td>
<td>1 ADD</td>
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<tr>
<td>H-77236*</td>
<td>36&quot; Round Table</td>
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<td>24</td>
<td>$260</td>
<td>1 ADD</td>
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<tr>
<td>H-7915*</td>
<td>48&quot; Round Table</td>
<td>48 x 48 x 29&quot;</td>
<td>31</td>
<td>$320</td>
<td>1 ADD</td>
</tr>
<tr>
<td>H-7227</td>
<td>Stacking Chair</td>
<td>23 x 25 x 35&quot;</td>
<td>12</td>
<td>$140</td>
<td>1 ADD</td>
</tr>
</tbody>
</table>

* SHIPS UNASSEMBLED VIA UPS

320 x 2 = 640
135 x 8 = 1080
1720

Shipping
# UMBRELLA AND BASE

Take on the sunniest days with these big wide umbrellas.

- Opens to 8.5 feet wide.
- Fits tables with 1.5" center hole.
- Durable spun polyester fabric resists fading and mildew. Washable.
- Umbrella Base - Heavyweight base stabilizes umbrella.
  Steel stand has thermoplastic finish. Holds umbrellas up to 2" in diameter.
- Use with Uline Metal Picnic Tables.

## UMBRELLA

<table>
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<tr>
<th>MODEL NO.</th>
<th>DESCRIPTION</th>
<th>WT. (LBS.)</th>
<th>PRICE EACH</th>
<th>ADD TO CART</th>
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<tr>
<td>H-2296</td>
<td>Umbrella</td>
<td>11</td>
<td>$210</td>
<td>$200</td>
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Specify Color

Drop Ships in 1 Day from NC via UPS

## UMBRELLA BASE

<table>
<thead>
<tr>
<th>MODEL NO.</th>
<th>DIAMETER</th>
<th>WT. (LBS.)</th>
<th>PRICE EACH</th>
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<td>H-2927</td>
<td>23&quot;</td>
<td>22</td>
<td>$150</td>
<td>$144</td>
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Drop Ships in 1 Day from NC via UPS

\[
\begin{align*}
210 \times 2 & = 420 \\
150 \times 2 & = 300 \\
& \quad = 730
\end{align*}
\]

Shipping


11/13/2019
### Quotation

**PLIMOTH GLASS**

**ALUMINUM & VINYL PRODUCTS**

175 Court Street  
Plymouth, Ma. 02360  
Phone 508.746.0119  Fax 508.746.5501

**Quotation For:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Town of Kingston</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Chris Woods</td>
</tr>
<tr>
<td>Address</td>
<td>26 Evergreen St.</td>
</tr>
<tr>
<td>City, State ZIP</td>
<td>Kingston,MA</td>
</tr>
<tr>
<td>Phone</td>
<td>781-689-8042</td>
</tr>
</tbody>
</table>

**Comments or Special Instructions:**

- Tempered glass door insert vision panel to be installed into a steel door.
- Remove door and cut opening and install insert 22" x 36"

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>$556.00</td>
</tr>
</tbody>
</table>

Supplier for new door with vision panel already installed

Kamco Supply Corp.  
304 Bodwell St.  
Avon, MA 02322  
508-584-3276

**Date:** 11/14/2019  
**Quote Valid Till:** 12/14/2019

**Total:** $556.00

THANK YOU FOR YOUR BUSINESS!
# Quotation

**PLIMOTH GLASS**

**ALUMINUM & VINYL PRODUCTS**

175 Court Street  
Plymouth, Ma. 02360  
Phone 508.746.0119  Fax 508.746.5501

**Quotation For:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Town of Kingston</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Chris Woods</td>
</tr>
<tr>
<td>Address</td>
<td>26 Evergreen St.</td>
</tr>
<tr>
<td>City, State ZIP</td>
<td>Kingston, MA</td>
</tr>
<tr>
<td>Phone</td>
<td>781-689-8042</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
</tbody>
</table>

**Job Name**  
Kinston Library

<table>
<thead>
<tr>
<th>Job Name</th>
<th>Address</th>
<th>City, State ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6 Green Street</td>
<td>Kingston, MA</td>
</tr>
</tbody>
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**Quote Valid Till**  
12/7/2019

**Comments or Special Instructions:**

**QUANTITY**  
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| 1        | **Children play room:**  
          | Bonze Commercial 42" Door and side lite to be installed with  
          | Push Panic Exit Device with out key lock cylinder or pull handle.  
          | 1" Tempered Low-E insulating units  
          | Remove existing commercial 2 lite box frame and dispose of  
          | view from outside  
          | 1        | Lite of 1/4" clear laminated glass to be installed in opening provided by the town of Kingston.  
          | 48" x 96" |

$5,068.00

$607.00

**TOTAL**  
$5,675.00

THANK YOU FOR YOUR BUSINESS!
PLIMOTH GLASS
ALUMINUM & VINYL PRODUCTS
175 Court Street
Plymouth, Ma. 02360
Phone 508.746.0119  Fax 508.746.5501

Quotation For:
Company: Town Of Kinston
Name: Brad Norman
Address: 26 Evergreen St.
City, State ZIP: Kingston, MA
Phone: 781-831-6010
Fax:

Job Name: Kingston Library
Address: 6 Green St.
City, State ZIP: Kingston, MA
Phone:
Fax:

Comments or Special Instructions:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cut opening in wall in kids room and frame out the opening with preprimed</td>
<td>$1,950.00</td>
</tr>
<tr>
<td></td>
<td>pine trim and install 1/4&quot; clear laminated safety glass with preprimed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>wood moldings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 - 96&quot; x 36&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOTE: when wall is opened and any electrical wires are in the way</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the town of Kingston will have an electrician move them</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Diagram is not to scale:</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $1,950.00

THANK YOU FOR YOUR BUSINESS!
Article 17
Amendment to Zoning By-Laws; Section 6.6 – Outdoor Advertising

Description: This article will amend the Zoning By-Law regarding signs erected in the Commercial/Industrial Park District within 500 feet of Route 3 which are expressly authorized by the Town and the State pursuant to 700 CMR 3.00.

ROUTE 3
Map 75, Lot 11
22.45 ACRES - located near the Wastewater Treatment Plant
Billboard

ROUTE 44
Map 95, Lot 3
11.34 acres
FINANCIAL OFFER

Please copy as many times as necessary. Each Site for which you submit a bid must have its own Page 1 of Bid Form A.

The undersigned hereby offers to enter into a Lease with the TOWN for the right to erect, operate, and maintain advertising structures, subject to the provisions contained in the “Request for Proposals for Lease of ONE Parcel of Town-Owned Land for Outdoor Advertising located on Map 75, Lot 11 at 8 Cranberry Road, Kingston, MA” dated January 23, 2019 (the “RFP”) in exchange for the following compensation to the TOWN.

NAME: Outfront Media LLC

ADDRESS: 179 Lincoln Street, 1st Floor

CITY: Boston STATE: MA ZIP 02111

Bidder’s First Year Annual Lease Payment (Basis of Award):

IN WORDS: One Hundred Fifty Two Thousand Dollars

IN NUMBERS: $152,000.00

8 Cranberry Road / Route 3
Map 75, Lot 11

In submitting this Financial Offer or Offers for the Outdoor Advertising Rights, the undersigned hereby acknowledges that he/she has received and read a copy of the TOWN’s “RFP” and any and all addendums noted above, has acquainted himself/herself with all matters therein referred to, and agrees to all terms and conditions thereof. Page 12 of the RFP identifies that the annual lease payments shall increase 2.5% per year during the lease term.
Request for Proposals
LEASE OF TWO PARCELS OF TOWN-OWNED LAND FOR OUTDOOR ADVERTISING – January 23, 2019

BID FORM A

BID FORM A Page 1(a) of 3

FINANCIAL OFFER

Please copy as many times as necessary. Each Site for which you submit a bid must have its own Page 1 of Bid Form A.

The undersigned hereby offers to enter into a Lease with the TOWN for the right to erect, operate, and maintain advertising structures, subject to the provisions contained in the “Request for Proposals for Lease of ONE Parcel of Town-Owned Land for Outdoor Advertising located on Map 95, Lot 3 at Route 44, Kingston, MA” dated January 23, 2019 (the “RFP”) in exchange for the following compensation to the TOWN.

NAME: Outfront Media LLC

ADDRESS: 179 Lincoln Street, 1st Floor

CITY: Boston STATE: MA ZIP 02111

Bidder’s First Year Annual Lease Payment (Basis of Award):

IN WORDS: Twenty Eight Thousand Five Hundred Dollars

IN NUMBERS: $ 28,500.00

70 Monks Hill Road / Route 44 Map 95, Lot 3

In submitting this Financial Offer or Offers for the Outdoor Advertising Rights, the undersigned hereby acknowledges that he/she has received and read a copy of the TOWN’s “RFP” and any and all addendums noted above, has acquainted himself/herself with all matters therein referred to, and agrees to all terms and conditions thereof. Page 12 of the RFP identifies that the annual lease payments shall increase 2.5% per year during the lease term.

BID FORM A Page 2 of 3

The undersigned or the entity that the undersigned represents acknowledges that once selected as the Successful Bidder, the Successful Bidder shall provide surety in the form of a performance bond or letter of credit in an amount equal to fifty percent (50%) of the proposed first year lease payment and that the TOWN may draw down such letter of credit or go against such surety if the Successful Bidder fails to pay any amounts owed to the TOWN in a timely manner, including but not limited to any fee or reimbursement, whether or not any lease is executed.
Description: This article will make Marion Drive and Gallen Road public ways.

Marion Drive and Gallen Road were private streets that were taken by the MBTA for the construction of the MBTA station.

April 11, 2017

Town Planner, Thomas Bott, addressed the Board of Selectmen on behalf of the Planning Board. He requested that the BOS lay out the roads. Mr. Bott reviewed the conditions attached to the Planning Board’s recommendation and vote to approve the acceptance of the roads. Mr. Bott received a quote of $91,000 to micro-surface, crack-seal and restripe the roads. Mr. Basler, Streets Department Head, supported the recommendation. The BOS voted unanimously, 5-0, to accept the roads, subject to MBTA bringing the roads up to the standard set by the Planning Board and subject to an affirmative Town Meeting vote.

December 2019

The project plans for the wastewater expansion and water distribution projects anticipate the need for construction easements across Marion Dr. and Gallen Rd. The MBTA informed the Town that the charge for each easement would be approximately $250,000.

March 20, 2020

Knowing that the MBTA would not pay the estimated $900,000 to upgrade and improve Marion Dr. or Gallen Rd., but would be willing to bring the roads up to the standard set by the Planning Board, the Town Administrator negotiated a $250,000 payment from the MBTA as a condition of the Town accepting Marion Dr. and Gallen Rd.

March 25, 2020

The MBTA agreed to make a $250,000 payment, along with the transfer of ownership of Gallen Rd. and Marion Dr. to the Town of Kingston, subject to the support of Kingston Town Meeting.

May 14, 2020

The MBTA representative wrote to the Kingston Town Administrator to inform him that their engineers concluded that, “There is much useful life remaining in each roadway”. His letter further estimated that each easement value ranged between $241,571.00 to $287,548.00. If Town Meeting approved the taking of the roads, no easement fee would be charged, and the Town would receive a $250,000 payment from the MBTA.

June 2020

Kingston Town Counsel and Counsel for the MBTA have created a DRAFT Inter-Governmental Agreement which summarizes the negotiated agreement between the Town and MBTA with respect to the taking of Marion Dr. and Gallen Rd. The draft agreement is attached.
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
THE TOWN OF KINGSTON

PREAMBLE

This Agreement (hereinafter “Agreement”) is made and entered into this ______ day of ____________________, 20__, by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at 10 Park Plaza, Boston, Massachusetts (the “MBTA”), and the Town of Kingston, a municipal corporation, with a usual place of business at 26 Evergreen Street, Kingston, Massachusetts 02364 (“Town” or “Kingston”).

RECITALS

WHEREAS, the MBTA is the present owner of certain portions of Gallen Road and Marion Drive in Kingston, Massachusetts, as more particularly described on plans entitled “Roadway Acceptance Plan Gallen Road Kingston, MA” and “Roadway Plan Marion Drive Kingston, MA”, prepared by Feldman Land Surveyors and dated September 21, 2016 (the “Roads”); and

WHEREAS, the Town previously requested permanent easements from the MBTA to install sewer and water lines and other supporting infrastructure in the Roads (“Easements”) to support the expansion of the Town Wastewater Treatment Plant (“Project”) located at 8 Cranberry Road;

WHEREAS, the parties agree that the indicative value of the Easements based on comparative sales would be approximately $250,000 each; and

WHEREAS, acknowledging the parties’ historic joint efforts to transfer ownership of the Roads from the MBTA to the Town, MBTA desires to convey the Roads to Kingston in fee simple and provide necessary funds for certain repairs thereto; and

WHEREAS subsequently the Town developed an interest in obtaining the Roads and accepting the same as Public Ways, provided that provisions could be made to offset costs for the repair thereof; and

WHEREAS the parties desire to enter into an intergovernmental agreement, pursuant to G.L. c. 40, §4A, for the purposes of transferring the Roads, as aforesaid; and
NOW, THEREFORE, the Parties, in consideration of the mutual benefits to be derived by this Agreement, and pursuant to the authority contained in M.G.L. c. 40, § 4A, do hereby mutually agree as follows.

1. Kingston will place, on its 2020 Annual Town Meeting warrant, an article to accept a deed for the Roads from the MBTA (the “Article”). The Kingston Select Board and Planning Board will advocate for the favorable passage of the Article.

2. If the Article passes, the deed for the Roads, in a form agreed to by the Kingston Town Counsel and MBTA, will be delivered by the MBTA to Kingston within thirty (30) days from the adjournment of the 2020 Kingston Annual Town Meeting, unless extended in writing by both parties. To the extent that there are any appurtenant drainage or other easements to the Roads, the MBTA shall convey the same via such deed.

3. Construction of the Town of Kingston’s Project will not commence until transfer of the Roads has occurred. If the transfer is delayed for any reason by agreement of the parties, the Town of Kingston expressly agrees that they will not seek additional funds to accept the Roads.

4. With the delivery of the deed, the MBTA shall pay, to the Town, the sum of $250,000, said funds to be used by the Town solely for the repair, improvement and maintenance of the Roads.

5. The Town will be responsible for recording the deed and plans and associated costs.

6. If the Article does not pass at the 2020 Kingston Annual Town Meeting, this Agreement shall be deemed null and void, without further recourse by any party hereto.

7. The parties will cooperate in all respects to achieve the transfer of the Roads, as aforesaid.

8. Kingston and the MBTA acknowledge and agree that the Roads are being transferred in an “AS IS”, “WHERE IS” condition, without representation warranty, condition or covenant, express, implied or statutory, of any kind whatsoever, including without limitation, representation, warranty, condition or covenant as to legal title, access, condition, suitability for any use or purposes, compliance of the Roads with federal, state, or local requirements.

9. Kingston acknowledges that there may be parties that possess certain rights and title to pass and repass on the Roads and agrees to accept title to the Roads, subject to such rights.

10. Notices to either party may be sent by any written form, including email, and shall be sent to the following
The MBTA:

The MBTA Real Estate Department
Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 5720
Boston, Massachusetts 02116
Attn: Deputy Chief Real Estate Officer
Email: _______________

and

The MBTA Capital Delivery Department
10 Park Plaza, Suite 5170
Boston, Massachusetts 02116
Attn: Assistant General Manager
Email: _______________

TOWN:

Town of Kingston
26 Evergreen Street
Kingston, Massachusetts 02364
Attn: Town Administrator
Email: TCalter@kingstonmass.org

11. This Agreement is a Massachusetts contract and may only be enforced in a Massachusetts Court of competent jurisdiction. In the event of any breach of the terms hereof, specific performance and equitable remedies shall be the only recourse for either party.

12. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

13. This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.
14. This Agreement may be executed in multiple counterparts. Facsimile, scanned or electronic signatures shall be sufficient to bind the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates indicated below.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

TOWN OF KINGSTON

Name: Richard Henderson
Title: Chief Real Estate Officer
Duly Authorized

Name: 
Title: 
Duly Authorized

Date: 
Date: 
This easement provides access across Town owned land to the proposed Commerce Center Project, in Kingston. The language in this article “prohibiting any residential use on that property” prevents any residential development on the privately owned 100 acres. The easement area would be used for the construction of a roadway that would provide access to the 100 acres that the developer control directly behind the easement parcel.
The developers of Colony Place worked with the Town of Kingston to create a Commerce Center overlay district on 100 acres of land behind Colony Place and abutting Route 44.
Zoning
• A “Mixed Commerce” overlay district was drafted with the Town in 2016 and was voted in at Town Meeting in 2017.
• The zoning provides for a wide range of commercial uses including office, industrial, manufacturing, research, hotel,
  restaurant, banks, showrooms, wholesale, and warehouse.
• The zoning specifically precludes residential and retail.

Conceptual plans of the proposed development highlighted a range of commercial and industrial buildings that could make the Commerce Center Kingston’s largest provider of jobs and taxes.

➢ Traffic goes through Colony Place to Commerce Way / Route 44
➢ No school impact
➢ Potential for over 750 jobs
➢ Potential for over a million dollars per year in real estate taxes

The article would enable the Town to enter into an access agreement across a 1.3 acre parcel owned by the Town of Kingston.
That access agreement would allow for the extension of the Colony Place road system for the development of a Commerce Center.