



CITY OF SOMERVILLE, MASSACHUSETTS
LAW DEPARTMENT

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND 1ST CLASS MAIL,

September 24, 2019

Stamm Manufacturing
4850 Orange Avenue
Fort Pierce, FL 34947

Pat Baird
Claims Representative
The Hartford Financial Service Group, Inc.
PO Box 14263
Lexington, KY 40512-4264

**Re: Somerville Department of Public Works Ford Super Duty F550
VIN# 1FDU5HY1HED35804
Date of Loss: April 13, 2018
Demand Pursuant to Mass. General Laws, Chapter 93A, Section 9
Hartford Financial Claim #GL0017866041**

Dear Sir/Madam:

I represent the City of Somerville and I am writing to you under the provisions of Massachusetts General Laws, Chapter 93A, to request relief as outlined in that statute:

On or about April 13, 2018, the City of Somerville's Ford Super Duty F550 was destroyed by fire occurring at the Department of Public Works, One Franey Road, Somerville, MA. Based upon our investigation, it has been determined that the cause of the fire was the improper installation and assembly of the hose on the aerial truck and improper installation of the hydraulic line in a manner that caused it to deteriorate from repeated thermal cycles and ultimate failure occurred.

Specifically, we believe that the following acts or practices are unlawful pursuant to Chapter 93A:

1. Failure to disclose to the City of Somerville that there was improper installation of the hose and hydraulic line;
2. Negligent representation that there was a proper installation of the hose and hydraulic line and that the vehicle was fully operational;



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NOTICE TO STAMM MANUFACTURING
Ford Super Duty F550
VIN# 1FDU5HY1HED35804
Date of Loss: April 13, 2018
Hartford Financial Claim #GL0017866041
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3. Failure to comply with existing statutes and regulations meant for the protection of the public's health, safety or welfare;
4. Breach of express and implied warranty of merchantability.

The City of Somerville suffered loss of property in the amount of \$141,157 for replacement value of the truck and 11 months of rental at \$1,700/per month, totaling \$18,700. The total damages are \$159,857.

This letter serves as the City of Somerville's request for \$159,857.00.

Under the provisions of Section 9 Chapter 93A, the City is providing you with the opportunity to make a written offer of settlement of this claim within 30 days. If you fail to make a good faith offer of settlement in response to this request, and the City institutes legal action, a court may find in the City's favor and award it double or triple damages, attorney's fees and costs.

I can be reached by telephone at (617) 625-6600, ext. 4409, by mail at City Hall, Law Department, 93 Highland Avenue, Somerville, MA 02143 or by email at dshapiro@somervillema.gov.

Sincerely,

David P. Shapiro
Assistant City Solicitor

cc: Steven MacEachern, Interim DPW Commissioner
Charles Breen, Somerville Fire Chief
Dennis Lyons, SD Lyons Co., Inc.
Mark Majewski, Envista Forensics
Sean Plummer, Envista Forensics