



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp  
received & posted:

48-hr notice effective  
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and **posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009)**. Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Select Board</u>
Date & Time of Meeting:	<u>Monday, April 24, 2023 @ 6:00 PM</u>
Location of Meeting:	<u>Lakeville Police Station 323 Bedford Street, Lakeville, MA</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

Cancelled/Postponed to: \_\_\_\_\_ (circle one)

Clerk/Board Member Cancelling/Postponing: \_\_\_\_\_

## A G E N D A

1. Select Board Announcements
2. Town Administrator Announcements
3. 6:15 PM Meet with Finance Committee and Town Moderator for Warrant Review for the May 8, 2023 Special and Annual Town Meetings
4. Meet with Finance Committee to discuss applications and possible vote(s) on joint appointment(s) to fill vacancy(ies) on the Finance Committee
5. Discuss and possible vote on appointments for the remaining positions regarding reorganization of the Select Board
6. Discuss process for Town Administrator contract renewal
7. American Rescue Plan Act update and possible vote to approve the purchase of a new ambulance and the Park Commission's new fields project
8. Discuss and possible vote to apply to the Community Preservation Committee for design and permit funding for the Old Bridge Street/Nemasket River access project
9. Discuss request from MassHousing for comments in regards to proposed development known as Rocky Woods off of Freetown Street
10. Revisit Scope of Work for the Senior Center addition Feasibility Study
11. Discuss Scope of Work for the Classification and Compensation Study
12. Discuss possible changes to the Social Media Policy
13. Revisit and possible vote on designation of donation from SunMulti Sport Events for Patriot Triathlon
14. Revisit and possible vote to approve Part Time Assistant Animal Inspector Job Description
15. Discuss and possible vote to reappoint David Frates as Animal Control Officer and Darcy Lee; Lisa Podielsky, Kathy Seeley and Ronnie Frates as Assistant Animal Control Officers
16. Discuss and possible vote to reappoint Wilford Corey as Veteran's Agent and Graves Officer
17. Discuss and possible vote to appoint Lakeville's representative on the Old Colony Elder Services Board

18. Discuss and possible vote to appoint Gayle Dragicevich and Patricia Mustaaros as Alternate Members on the Council on Aging Board of Directors
19. Discuss and possible vote to appoint Delegate and Alternate Delegate to the Joint Transportation Planning Group
20. Discuss and possible vote to renew Earth Removal Permit for T.L. Edwards at 435 Bedford Street
21. Discuss and possible approval of Select Board Meeting Minutes of March 27, 2023 and April 10, 2023
22. New Business
23. Old Business
24. Correspondence
25. Possible Executive Session pursuant to the provisions of M.G.L. c.30A, §21(a) (3) to discuss strategy with respect to collective bargaining, specifically with PBA Local 185 if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chairman so declares and pursuant to the provisions of M.G.L. c.30A, §21(a) (6) to consider the purchase, exchange, lease or value of real estate, if the Chairman declares that an open meeting may have a detrimental effect on the negotiating position of the public body; and pursuant to M.G.L. c.30A, §21(a) (7) to comply with the Open Meeting Law, M.G.L. c.30A, §22(f): approval of Executive Session Minutes for March 27, 2023 and not to return to Open Session.

**Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Select Board arise after the posting of this agenda, they may be addressed at this meeting.**

**AGENDA ITEM # 1**  
**APRIL 24, 2023**

**SELECT BOARD ANNOUNCEMENTS**

The Special and Annual Town Meetings will be held on May 8, 2023 starting at 6:30 PM at Apponequet High School. The warrants are available to be viewed on the Town's website at [www.lakevillema.org](http://www.lakevillema.org) under News. Other documents relating to Town Meeting (FY24 budget and the codification of the bylaws) are also available under the News tab for review.

If you are interested in serving on a Town Committee, the Cable Advisory Committee and Open Space Committee currently have vacancies and are looking for people interested in serving. If interested, submit a letter of interest to the Select Board's Office by mail or by email to [tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org).

The Lakeville Arts Council will be hosting the Spring Craft FLING event on April 29, 2023 from 12 PM to 8 PM at the Loon Pond Lodge at Ted Williams Camp.

There will be crafters and artisans with one-of-a-kind handmade items for purchase to give as a Mother's Day or Father's Day gift, for a special someone with a spring birthday or perhaps for yourself. There will also be 4 Adult workshops, as well as a cash bar and a food offering (for a fee by Loon Pond Lodge) So check our website for additional information as we get closer to the date: [LakevilleArtsCouncilMA.org](http://LakevilleArtsCouncilMA.org).

**AGENDA ITEM #2  
APRIL 24, 2023**

**TOWN ADMINISTRATOR ANNOUNCEMENTS**

**AGENDA ITEM #3  
APRIL 24, 2023**

**MEET WITH FINANCE COMMITTEE AND TOWN MODERATOR FOR  
WARRANT REVIEW FOR THE MAY 8, 2023 SPECIAL AND ANNUAL  
TOWN MEETINGS**

Attached are the warrants for the Special and Annual Town Meetings.

Also attached is the blank checklist to fill in who will be reading the articles.

## May 8 Town Meeting Motions Summary

Article	Topic	Proposer	Motion	Recommendations	
				Fin Cmte	Plng Bd
<b><u>Special Town Meeting</u></b>					
1	Unpaid Bills	Select Board			
2	Capital Transfers	Select Board			
3	Park Transfer	Park Commission			
<b><u>Annual Town Meeting</u></b>					
1	Annual Budget & Salaries	Select Board			
2	Park Budget	Comm Pres Cmte			
3	Landfill/Transfer Station Budget	Select Board			
4	Capital Budget	Select Board			
5	Stabilization Fund	Select Board			
6	OPEB Trust Fund	Select Board			
7	CPA Reserves	Comm Pres Cmte			
8	Old Colony Feasibility Study	Old Colony RSD			
9	Septic Management Program	Board of Health			
10	Tax Collector Demand Fee	Treasurer/Collector			
11	Town Moderator Term	Town Clerk			
12	General Bylaw Recodification	Town Clerk			
13	Zoning Bylaw Recodification	Town Clerk			
14	Petition - Recall of Elected Officials	Petition			
15	Zoning Bylaw - Business Uses	Petition			N

COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Special Town Meeting

Monday, May 8, 2023

To any of the Constables of the TOWN OF LAKEVILLE,

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

**APPONEQUET REGIONAL HIGH SCHOOL AUDITORIUM  
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, May 8, 2023, at 6:30 PM, then and there to act on the following articles:

**ARTICLE 1:** To see if the Town will vote to transfer the sum of \$832.88 from Free Cash, \$53,817.00 from FY2023 Freetown-Lakeville Regional Schools operating assessment budget, \$71.24 from Park Enterprise Retained Earnings, and \$1,886.12 from Landfill Retained Earnings for the following unpaid bills from prior fiscal years; or take any other action in relation thereto.

Unpaid Bill No.	Department	Vendor	Amount	Purpose
1	Human Resources	Tristan Medical	150.00	Pre-employment Physical Exam
2	Town Buildings	M.D. Communications	647.95	Phone System service
3	Education	Bristol County Agricultural	53,817.00	Debt Assessment new facility (per pupil)
4	DPW/Highway	Crystal Rock	34.93	Water Cooler Rental
5	Parks	WIN Waste Innovations	71.24	Solid Waste Disposal services
6	Solid Waste	Waste Zero	1,886.12	Bags & Tags
	<b>Total</b>		<b>\$56,607.24</b>	

Proposed by the Select Board

**ARTICLE 2:** To see if the Town will vote to transfer from the unused balances of the capital projects identified below the sum of \$45,000.00 for the capital projects stated below and anything incidental or related thereto, including but not limited to the purchase and installation of furniture, equipment and supplies; or take any other action in relation thereto.

*Unused Capital Projects balances (to close/transfer):*

<b>Department</b>	<b>Project/Purpose</b>	<b>Town Meeting</b>	<b>Amount</b>
Select Board	Copier/Plotter	STM 06/2019, Art 3	\$1,933.47
Technology	Permitting Software	ATM 06/2017, Art 1	10,000.00
Police	Cruisers replacement	ATM 06/2019, Art 5	1,885.65
Police	Cruisers replacement	ATM 06/2020, Art 4	2,535.20
Fire	Inflatable Boat	ATM 05/2021, Art 4	645.68
Public Works	Used Street Sweeper	ATM 06/2020, Art 4	25,000.00
Public Works	Skid Steer w/Equipment	ATM 05/2021, Art 4	3,000.00
		<b>TOTAL</b> (close/transfer)	<b>\$45,000.00</b>

*And Transfer the Unused Funds to the Following FY2023 Capital Projects:*

<b>Line</b>	<b>Department</b>	<b>Item</b>	<b>Amount</b>
<b>1</b>	<b>Fire</b>	Thermal Imaging/FF Tracking	\$25,000.00
<b>2</b>	<b>Fire</b>	Pump Operations Equipment	20,000.00
		<b>TOTAL</b>	<b>\$45,000.00</b>

Proposed by the Select Board

**ARTICLE 3:** To see if the Town will vote to transfer \$28,000.00 from Annual Town Meeting 05/10/2021 Article 4 “Repair/Paint Tennis Courts” project to Parks Repairs & Equipment; or take any other action in relation thereto.


Proposed by the Parks Commission

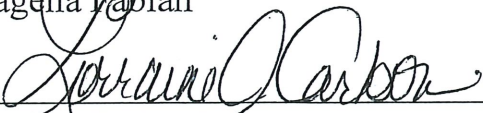


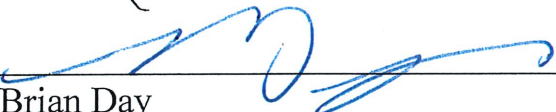
You are directed to serve this warrant by posting an attested copy hereof fourteen days at least before the day appointed for a Special Town Meeting and seven days at least before the day appointed for the Annual Town Meeting at the following places: Town Office Building, Baldie's Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of this warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 10<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
Evagelia Fabian

  
\_\_\_\_\_  
Lorraine Carboni

  
\_\_\_\_\_  
Brian Day

A true copy, Attest:

\_\_\_\_\_  
Constable  
Lakeville, MA April 2023

**LAKEVILLE SELECT BOARD**

COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Annual Town Meeting

Monday, May 8, 2023

To any of the Constables of the **TOWN OF LAKEVILLE,**

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

**APPONEQUET REGIONAL HIGH SCHOOL AUDITORIUM  
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, May 8, 2023 at 7:00 PM, then and there to act on the following articles:

**ARTICLE 1:** To see if the Town will vote to determine the salaries of all elected officers and to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to defray Town expenses for the fiscal period July 1, 2023 to June 30, 2024 inclusive, said sums to be allocated in accordance with the budget document to be presented at Town Meeting, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 2:** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to operate the Park Department for the fiscal period July 1, 2023 to June 30, 2024, inclusive, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 3:** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to operate the Landfill/Transfer Station for the fiscal period July 1, 2023 to June 30, 2024, inclusive, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum of money for capital improvements and equipment and all costs incidental or related thereto, and to authorize Town Officials to take such action and execute all documents as may be necessary to effectuate the purposes of this vote, or take any action relative thereto.

<b>Line</b>	<b>Department</b>	<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>
<b>1</b>	<b>Facilities</b>	Security Improvements (Town Buildings)	\$41,000.00	Overlay Surplus
<b>2</b>	<b>Police</b>	Cruiser replacements	120,000.00	Free Cash
<b>3</b>	<b>Fire</b>	Ladder Truck lease payment #1	175,000.00	Free Cash
<b>4</b>	<b>Public Works</b>	Roadway Improvements	375,000.00	Free Cash
<b>5</b>	<b>Public Works</b>	Replace Sander and related Body Work	35,045.00	Free Cash
<b>6</b>	<b>Public Works</b>	Storage Shed w/staging and electrical	60,000.00	Free Cash
<b>7</b>	<b>Public Works</b>	4X4 Pickup Truck w/equipment	70,000.00	Free Cash
<b>8</b>	<b>Parks</b>	TWC Skatepark Improvements	25,000.00	Park Retained Earnings
		<b>TOTAL</b>	<b>\$901,045.00</b>	

Proposed by Select Board

**ARTICLE 5:** To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money for the purpose of adding to the Stabilization Fund pursuant to the provisions of M.G.L. Chapter 40, Section 5B, or take any action relative thereto.

Proposed by Select Board

**ARTICLE 6:** To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money for the purpose of adding to the Other Post Employment Benefits Trust (OPEB), or take any action relative thereto.

Proposed by Select Board

**ARTICLE 7:** To see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses, community preservation projects and other expenses in Fiscal Year 2024, as shown below, with each item to be considered a separate appropriation:

<u>Appropriations:</u>	<u>Reserves:</u>
From FY2024 estimated revenues for Community Administrative Expenses	\$12,275
From FY2024 estimated revenues for Historic Resources Reserve	\$24,550
From FY2024 estimated revenues for Community Housing Reserve	\$24,550
From FY2024 estimated revenues for Open Space Reserve	\$24,550
From FY2024 estimated revenues for Budgeted Reserve	\$159,575

Or take any other action relative thereto.

Proposed by the Community Preservation Committee

**ARTICLE 8:** To see if the Town will vote to approve the \$500,000 indebtedness authorized by the Regional District School Committee of the Old Colony Regional Vocational-Technical High School District to pay costs of a feasibility study relating to the possible renovation and/or construction of the District High School, located at 476 North Avenue, Rochester, Massachusetts, including all costs incidental and related thereto, the total amount appropriated by the District for this purpose is \$1,000,000, which will be reduced to the extent of any grants received by the District from the Massachusetts School Building Authority; or take any action relative thereto.

Proposed by Old Colony Regional Vocational School District  
Committee

**ARTICLE 9:** To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sum of money for purposes of financing the following water pollution abatement facility projects: repair, replacement and/or upgrade of septic systems, pursuant to agreements between the Board of Health and residential property owners for repayment of project and financing costs by such property owners; including without limitation, the payment of all costs thereof as defined in Section 1 of Chapter 29C of the Massachusetts General Laws; and to meet with appropriation the Treasurer, with the approval of the Select Board is authorized to borrow such sum or sums of money under G.L. c. 44 or any other enabling authority, which amount may be borrowed through the Massachusetts Water Pollution Abatement Trust Community Septic Management Program offered through the Clean Water Trust, or otherwise, and further to authorize the Select Board to take any other action necessary to carry out this project; or take any action relative thereto.

Proposed by Board of Health

**ARTICLE 10:** To see if the Town will vote to charge for each written demand issued by the Tax Collector a fee of Twenty Dollars (\$20.00) to be added and collected as part of the tax, as authorized by MGL Chapter 60 Section 15, effective as of July 1, 2023, or take any action relative thereto.

Proposed by Treasurer/Collector

**ARTICLE 11:** To see if the Town will vote to amend Chapter II, Section 8 of the Town's general bylaws, Moderator, to increase the Moderator's term from one to three years as shown below, with additions in **bold** and deletions in ~~striketrough~~, said change to take effect for the 2024 Annual Town Election, or take any other action relative thereto.

MODERATOR

Section 8: The Moderator shall be elected at the Annual Town Meeting, on the official ballot, for a term of ~~one~~ **three** (3) years.

Proposed by Town Clerk

**ARTICLE 12:** To see if the Town shall accept the renumbering and revision of the various General Bylaws of the Town from their original numbering or their numbering in the General Bylaws, as amended through the November 14, 2022 Special Town Meeting, to the numbering or codification, arrangement, sequence and captions and the comprehensive revisions to the text of the General Bylaws as set forth in the Final Draft of the Code of the Town of Lakeville, dated March 2023, a copy of which is on file at the Office of the Town Clerk and on the Town's website <https://www.lakevillema.org/>; said codification having been done under the direction of the Select Board, and said Code being a compilation and comprehensive revision of the present general bylaws of the Town. All bylaws of a general and permanent nature, as amended, heretofore in force and not included in the Code shall be repealed, except that such repeal shall not affect any suit or proceeding pending as the result of an existing law, and such repeal shall not apply to or affect any bylaw, order or article heretofore adopted accepting or adopting the provisions of any statute of the commonwealth. These bylaws shall be referred to as the "General and Zoning Bylaws of the Town of Lakeville, Massachusetts;", or take any other action relative thereto.

Proposed by Town Clerk

**ARTICLE 13:** To see if the Town shall accept the renumbering and revision of the Zoning Bylaw of the Town from its original numbering, as amended through the November 14, 2022 Special Town Meeting, to the numbering or codification, arrangement, sequence and captions and the comprehensive revisions to the text of the Zoning Bylaw as set forth in the Final Draft of

the Code of the Town of Lakeville, dated March 2023, a copy of which is on file at the Office of the Town Clerk and on the Town's website <https://www.lakevillema.org/>; said codification of the Zoning Bylaw having been done under the direction of the Planning Board, and being a compilation and comprehensive revision of the present Zoning Bylaw, including amendments thereto. All Zoning Bylaws, as amended, heretofore in force shall be repealed, except that such repeal shall not affect any suit or proceeding pending as the result of an existing law. The Zoning Bylaw shall be codified as Chapter 270 of the "General and Zoning Bylaws of the Town of Lakeville, Massachusetts;" or take any other action relative thereto.

Proposed by Planning Board

**ARTICLE 14:** To see if the town will vote to authorize the Select Board to petition the General Court for special legislation to provide for recall of officials elected solely by the voters of Lakeville, and, further, to authorize the General Court to make changes of form only to such legislation unless approved by Select Board prior to enactment, and, further to authorize the Board to approve such changes as are within the public purposes of this petition or take any other action relative thereto. Subject to the above-stated rights of the General Court and the Select Board to make certain changes, the proposed special legislation shall include the following provisions relative to the recall of elected Town officials:

#### Recall of an Elected Official

##### A. RECALL DESCRIPTION

1. Any holder of an elected office in the Town of Lakeville may be recalled therefrom by registered voters of the Town as hereinafter provided.
2. The recall of an elected official will consist of a 3-step process.
3. An initial recall affidavit shall not be filed against an officer within 6 months after the officer takes office or within the last 6 months of the term.

##### B. INITIATION OF THE RECALL AFFADAVIT - (Step one) The Affidavit

1. Any 300 registered voters of the Town of Lakeville may initiate a recall petition by filing an affidavit with the Town Clerk.
2. The Select Board may appoint a Temporary/ Interim Town Clerk to handle the recall process and Election should the Town Clerk be the Elected official subjected to the recall.

C. THE PETITION - (Step two) The Petition

1. If the affidavit process has been completed in compliance with the requirements of Section B of this Chapter, the Town Clerk shall provide a sufficient number of copies of petition blanks demanding such recall (printed forms of which shall be kept on hand) to the voters who made the affidavit. The blanks shall be issued by the Town Clerk and bear the Clerk's signature and Official Seal; they shall be dated and addressed to the Select Board and shall contain the names of all persons to whom issued, the number of blanks so issued, the name of the person sought to be recalled, and shall demand the election of a successor to such office.
2. Such blanks must be provided within five Town hall business days during regular business hours.
3. Said recall petition shall be returned and filed with the Town Clerk on the 28th day after the requesting voter receives the blank petitions from the Town Clerk.
4. In the event that the Town hall is not open on the 28th day, the petition may be filed during normal business hours on the next Town hall business day.
5. The petition, before being returned and filed, shall be signed by 1000 qualified voters of the Town. Every signature must be accompanied by the signer's place of residence, giving the street and number.
6. Within 5 working days of receipt of the recall petition sheets, the town clerk shall submit the recall petition sheets to the board of registrars of voters and the board of registrars of voters shall verify the number of signatures which are names of registered voters of the town.

D. THE RECALL ELECTION - (Step three) The Recall Election

1. If the petition shall be found and certified by the Registrars of Voters to be sufficient, the Town Clerk shall forthwith submit it with the certificate to the Select Board. The Select Board shall forthwith give written notice to said official of the receipt of said certificate and, if the official sought to be removed does not resign within seven calendar days, shall order an election to be held on a day fixed by them not less than 45 days nor more than 60 days after the date of the Town Clerk's certificate that a sufficient petition is filed. However, if any other Town election is to occur within 90 days after the date of said certificate the Select Board may, at their discretion, postpone the holding of the recall election to the date of such other election. If a vacancy occurs in said office after a recall election has been so ordered, the election shall nevertheless proceed as in this section provided.



2. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.

3. Ballots used in a recall election shall contain the following propositions:

FOR THE RECALL OF THE  
[NAME OF OFFICER] ( )  
AGAINST THE RECALL OF THE  
[NAME OF OFFICER] ( )

Adjacent to each proposition, there shall be a place to mark a vote. Following the propositions shall appear the word "Candidates" with directions to voters as required by section 42 of chapter 54 of the General Laws. Beneath the word "Candidates" shall appear the names of candidates nominated as provided in this act. Adjacent to the name of each candidate shall be a place to mark a vote.

#### E. DUTIES OF THE INCUMBENT

1. The incumbent shall continue to perform the duties of his/her office until the recall election.

2. If the official is not recalled, he/she shall continue in the office for the remainder of his/her unexpired term, subject to recall as before, as provided in this act.

#### F. VOTING RESULTS

1. If a majority of the votes cast upon the question of recall are in favor of recall, the officer shall be recalled and the votes for the candidates shall be counted.

2. In that instance, the candidate receiving the highest number of votes shall be declared elected for the open office.

3. If less than a majority of the votes cast are in favor of recall, the votes for candidates shall not be counted.

4. If the official is recalled in the recall election, he/she shall be deemed removed upon the election of his/her successor, who shall hold office during the unexpired term.

5. If the successor fails to take office within five days after receiving notification of his/her election, the incumbent shall thereupon be deemed removed and the office vacant.

G. CANDIDATES TO SUCCEED THE ELECTED OFFICIAL

1. Any elected official sought to be recalled may not be a candidate to succeed himself/herself.
2. The nomination of candidates, the publication of the warrant for the recall election, and the conduct of the same shall all be in accordance with the provisions of law relating to elections unless otherwise provided by this act.

H. APPOINTMENT OF RECALLED OR RESIGNED OFFICIAL

1. Any person who has been removed from an office or who has resigned from office while recall proceedings were pending against him/her shall not be appointed to any Town office within 2 years after such removal or such resignation.
2. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 1 year has elapsed after the election at which the previous recall was submitted to the voters of the town.

I. EFFECTIVE DATE

This act shall take effect upon its passage.

Petition Article

**ARTICLE 15:** To see if the Town will vote to amend the Zoning By-Law relative to Business Uses as follows:

Amend Section 4.1 "Table of Uses Regulations" Sub-Section 4.1.2 "Business Uses," to add new language as follows: Retail, office, or service business (minimum 1500 sq ft) with up to 7000 sq ft of associated storage and wholesale distribution. Per special permit by the Zoning Board of Appeals.

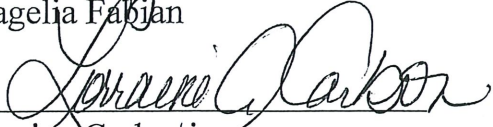
Petition Article


You are directed to serve this warrant by posting an attested copy hereof seven (7) days at least before the day appointed for the Annual Town Meeting at the following places: Town Office Building, Baldies Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of the warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 10<sup>th</sup> day of April, 2023.

  
Evagelia Fabjan

  
Lorraine Carboni

  
Brian Day

A true copy, Attest:

\_\_\_\_\_  
Constable

Lakeville, MA April \_\_\_\_\_, 2023

**LAKEVILLE SELECT BOARD**

**AGENDA ITEM #4  
APRIL 24, 2023**

**MEET WITH FINANCE COMMITTEE TO DISCUSS APPLICATIONS  
AND POSSIBLE VOTE(S) ON JOINT APPOINTMENT(S) TO FILL  
VACANCY(IES) ON THE FINANCE COMMITTEE**

We have received three (3) applications for the two (2) vacancies on the Finance Committee. However, Mark Knox has withdrawn his application.

I have attached the remaining two (2) applications.

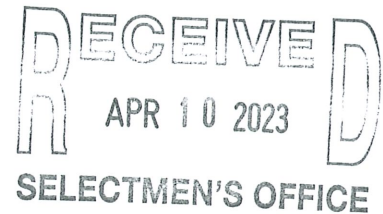
If appointed, the terms would expire on April 1, 2024, at which time they can run for election. There would be a two (2) year unexpired term and a three (3) year term available.

# WILLIAM HOEG

16 Galfre Road Lakeville, MA 02347 · (508)922-6077

[wmhoeg@gmail.com](mailto:wmhoeg@gmail.com) · <https://www.linkedin.com/in/william-hoeg-9a45a51b5/>

Lakeville Select Board  
346 Bedford Street  
Lakeville, MA 02347



## DEAR BOARD MEMBERS,

I am writing to respectfully request your consideration for appointment to the Finance Committee position. I've attached the Board/Commission/Committee (B/C/C) application as per the town's web site.

My qualifications include:

- 32 years experience in business management
- Member American Society of Industrial Security 26 years
- Oversee budgets for services and projects
- Manage security program, perform assessments, training

With your appointment to this position, I will work with the other members and provide whatever contribution to help the committee. If the finance committee seat is not available, please consider me for the Cemetery or Cable TV Advisory committee.

Thank you,

A handwritten signature in black ink that reads "William J. Hoeg". The signature is written in a cursive style.

William J. Hoeg

Enclosure



# Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

OFFICE OF  
SELECTMEN  
TELEPHONE 508-946-8803  
FAX 508-946-0112

## Board/Commission/Committee (B/C/C) Application

Full Name: William J. Hoeg Date: April 4, 2023

Home Address: 16 Galfre Road, Lakeville, MA

Mailing Address (if different from above): \_\_\_\_\_

Email Address: wmhoeg@gmail.com

Home Phone: \_\_\_\_\_ Cell Phone: 508-922-6077

Please indicate how you would prefer to be reached by circling: Email – Phone(h) – **Phone(c)**

### B/C/C Applying To:

- Agricultural Commission  Zoning Board of Appeals  Cable TV Advisory  Conservation
- Energy Advisory  Historical Commission  Lakeville Arts Council  Open Space Committee
- Master Plan Implementation  Rent Control Board  Zoning By-law Review Advisory
- Project Review for 43D

**In addition to this application**, please provide a detailed cover letter discussing your experience and skills relevant to the B/C/C to which you are applying and a resume with your current and prior work/volunteer experience. Please make sure to include any other special abilities or attributes that may benefit the town.

Please be advised that applicants being considered for appointment to a B/C/C in the Town of Lakeville, MA may be subject to background investigation and financial disclosure.

*I understand that participation in a board or committee is strictly voluntary and is not subject to compensation. I further understand that the Town of Lakeville does not discriminate its selection process for committee members based on race, color, religion, national origin, disability, gender, age, military status, sexual orientation, or genetic history.*

*Signing below indicates my understanding of the above disclosures and certifies that the information provided above by me is true and accurate to the best of my ability.*

William J. Hoeg  
Signature of Applicant

April 4, 2023  
Date

**Please return the completed application to Tracie Craig-McGee, Executive Assistant to the Board of Selectmen at 346 Bedford Street, Lakeville, MA 02347 or email: tcraig-mcgee@lakevillema.org**

## Tracie Craig-McGee

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**From:** Ari Sky  
**Sent:** Tuesday, April 18, 2023 9:50 AM  
**To:** Tracie Craig-McGee  
**Subject:** FW: Submission for Consideration for open Finance Committee seat

Tracie –

Maureen Candito's letter below. Thanks.

**Ari J. Sky, ICMA-CM**  
Town Administrator  
Town of Lakeville  
346 Bedford Street  
Lakeville, Massachusetts 02347  
[asky@lakevillema.org](mailto:asky@lakevillema.org)  
(508) 946-8803



---

**From:** Maureen Candito <maureencandito@yahoo.com>  
**Sent:** Monday, April 17, 2023 4:11 PM  
**To:** Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent <ldrane@lakevillema.org>; Ari Sky <asky@lakevillema.org>; Town of Lakeville Town Offices <tcraig@lakevillema.org>  
**Subject:** Submission for Consideration for open Finance Committee seat

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### **Lakeville, Select Board and Finance Committee**

*Honorable Chairs of the Finance Committee and Select Board,*

*I am writing to express my interest in the open Finance Committee position for the Town of Lakeville . I am confident I have the qualifications and skills necessary for the position, and I'm eager to put my knowledge and experience to work for the Town.*

*I have extensive experience in public budgeting, organizational effectiveness, operations and procurement . Additionally , I have experience in public building projects, grants and public works project management. I believe I can contribute to the Finance Committee in an impactful way.*

*Thank you for your time and consideration. I'm looking forward to jumping in and leveraging my municipal experience for the Town. I look forward to hearing from you and will be available for a conversation with the Select Board and Finance Committee for any questions.*

---

Sincerely,

*Maureen Candito*  
*16 Jennifer Lane*  
*Lakeville*



**AGENDA ITEM #5  
APRIL 24, 2023**

**DISCUSS AND POSSIBLE VOTE ON APPOINTMENTS FOR THE  
REMAINING POSITIONS REGARDING REORGANIZATION OF THE  
SELECT BOARD**

The remaining positions are typically voted on for reorganization:

<b><u>Position</u></b>	<b><u>Current Designee</u></b>
Director of Veterans Services	Lorraine
Representative- Plymouth County Advisory Board	Lia
Parking Clerk	Lorraine

The following are the current designated point persons:

Budget FY24	
School Department Liaison	Lorraine
COA Liaison	Lia
Park Commission Liaison	Lia
Regional Finance Committee	Lorraine
Union Negotiations	Lia (at last meeting)

These are the positions that will be voted on for the annual appointments.

Capital Expenditures Committee	Lia
Economic Development Committee	Lorraine
Emergency Planning Committee	Lorraine
Energy Advisory Committee	Lorraine
Middleboro G&E Commission Ad Hoc Member	Lorraine
DEP Subcommittee: Pond Level & Dam Management	Lia
Rent Control Board	Entire Board

**AGENDA ITEM #6  
APRIL 24, 2023**

**DISCUSS PROCESS FOR TOWN ADMINISTRATOR CONTRACT  
RENEWAL**

Member Fabian requested a discussion on this matter at the April 10<sup>th</sup> Select Board Meeting.

**AGENDA ITEM #7  
APRIL 24, 2023**

**AMERICAN RESCUE PLAN ACT UPDATE AND POSSIBLE VOTE  
TO APPROVE THE PURCHASE OF A NEW AMBULANCE AND  
THE PARK COMMISSION'S NEW FIELDS PROJECT**


Attached is a memo from the Town Administrator and information regarding the ambulance and Park Commission's New Fields Project.



**TOWN OF LAKEVILLE**  
**Town Administrator's Office**  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803

RECEIVED  
APR 18 2023  
SELECTMEN'S OFFICE

April 20, 2023

**TO:** Select Board  
**FROM:** Ari J. Sky, Town Administrator   
**SUBJECT:** ARPA Update & New Project Proposals

Funding under the American Rescue Plan (ARPA) consists of two streams: (1) direct funding to the Town and (2) funding provided to Plymouth County, which in turn allocates a portion of the revenue received to cities and towns.

Direct Funding

The Town has received two tranches of ARPA funding directly from the U.S. Treasury, totaling \$1,210,073. Of that amount, the Select Board has designated \$14,800 for a feasibility study on water services at Town facilities, \$100,000 for COVID response, \$20,000 for the outdoor stage cover, and \$44,785 for the Ted Williams Camp tennis courts project, leaving an unobligated balance of \$1,030,488. The revenue replacement exemption of up to \$10 million per locality means that the Town has relatively broad flexibility in terms of potential uses. The Select Board has previously indicated a desire to apply the funding towards community capital projects, in addition to COVID response.

Unfunded at this point is \$83,800 for the installation of irrigation wells at the police station and the historic library. These projects were initially submitted to Plymouth County as part of the larger water project but were deemed ineligible. The irrigation well projects could be funded using the Town's ARPA allocation.

Plymouth County Funding

During their January 9, 2023, appearance before the Select Board, Plymouth County Treasurer O'Brien and Commissioner Valanzola stated that the Town will be eligible for as much as \$2,077,294 in County COVID funding, subject to approval regarding project eligibility. To date, the Town has applied for \$332,800 in water projects, \$183,700 for Historic Town Hall restroom improvements, and \$170,000 for the Gamache Playground project. \$353,700 of the amount requested would be under the revenue replacement category, which is limited to \$443,428 according to the latest guidance from the County.

Eligible uses for ARPA projects outside of the revenue replacement category are limited to five categories:

- Water & sewer infrastructure: infrastructure improvements by building or upgrading existing facilities.

- Broadband infrastructure: lack of broadband access or not meeting minimum acceptable speeds.
- Premium pay for essential workers: providing premium pay to essential workers both directly and through grants to third-party employers.
- Addressing negative economic impacts: delivering assistance to impacted workers, families, and businesses.
- Supporting the public health response: responding to COVID-19 issues, mental health and substance misuse struggles, crisis intervention, etc.

Going forward, it would be advisable for the Select Board to discuss which priorities should be targeted within the range of eligible uses. In addition, the Town has a relatively wide range of discretion in terms of direct ARPA funding using the revenue replacement category. We are aware of several outdoor recreation-type projects currently under consideration, as well as the irrigation wells previously discussed.

#### New Project Proposals

Over the past several months, staff have been working with potential stakeholders and the County's consultants to develop potential project applications which would target identified needs and issues. Two projects ready for consideration are included with this item:

- **Ambulance Replacement.** The approved FY 2024-2028 Capital Plan anticipates the replacement of one of the Town's ambulances in FY 2025. Preliminary discussions with the County's consultant indicate that an ambulance would be considered eligible for ARPA funding if the application includes supporting data which illustrates the tangible impact that COVID response has had on the Town's medical response services. Chief O'Brien has provided a narrative and supporting documentation which would request \$572,410 to fund a replacement ambulance and associated equipment. This project would be funded by Plymouth County if approved and would eliminate the need for an FY 2025 capital project.
- **North Fields Project.** The Park Commission has developed a proposal to complete the fields project on the north side of Ted Williams Camp, accessible from Bedford Street. The \$115,000 request would add parking lots, fencing, concession, and picnic areas, which would make the site accessible for athletics. This project would be funded by the Town's direct ARPA allocation.

Thank you for your consideration, and please let me know if you have any questions.

*Attachments*



## Lakeville Fire Department


346 Bedford Street  
Lakeville, Massachusetts 02347

TEL 508-947-4121 FAX 508-946-3436

MICHAEL O'BRIEN  
FIRE CHIEF  
mobrien@lakevillema.org

PAMELA GARANT  
DEPUTY CHIEF  
pgarant@lakevillema.org

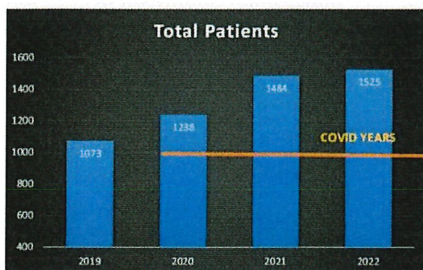
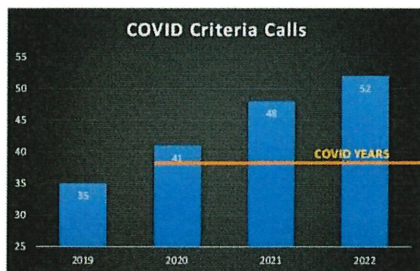
To: Ari Sky, Town Administrator

From: Michael P. O'Brien, Fire Chief 

RE: ARPA fund allocation for ambulance

Date: March 27, 2023

This document has been written to request consideration of the proposed use of American Rescue Plan Act (ARPA) funding for the procurement of an ambulance and all related equipment for the Town of Lakeville and the Lakeville Fire Department.

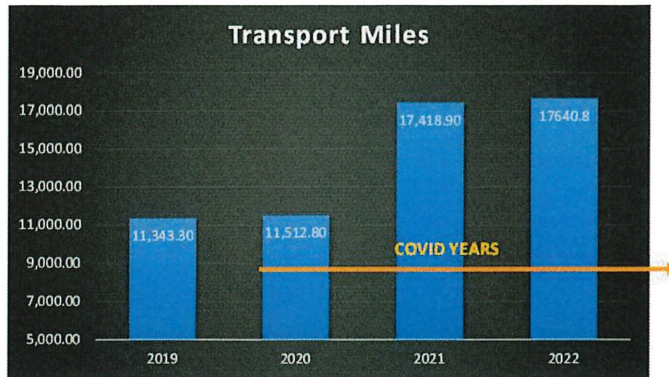


COVID-19 has had a significant and direct impact the Lakeville Fire Department emergency response resources. The direct and indirect impacts of COVID-19 have resulted with a significantly increased burden on EMS staff, equipment and apparatus. This increased COVID-19 burden and the related cost has created a change in our EMS delivery paradigm that will be unsustainable without increased funding and resources. Since the start of the pandemic to last calendar year, the Town of Lakeville has experienced a 27% increase in confirmed and suspected COVID-19 cases. During this same period, the Department has seen a 23% overall increase in total patients treated.

The response to COVID-19 requires enhanced personal protective equipment, supplies, and decontamination materials. All of these COVID-19 related modifications to the Lakeville Fire

Department EMS response program have also created an addition burden on the budget, the staff, and apparatus.

Externally, the system of emergency medical care has been diminished due to the impact of COVID-19. Hospital capacity issues due to patient load and staffing shortages have necessitated ambulance transports to remote hospitals, outside of our normal area. Delays in patient transfers have caused increased turnaround times and hours on the ambulances. Lakeville ambulances have seen an astonishing 53% increase in transport miles during the COVID-19 crisis (2020 – 2022).



The burden of increased call volume, combined with longer travel distances to remote hospitals, will necessitate the purchase of an ambulance and related equipment far sooner than anticipated; this is directly attributed to COVID-19. The supply chain issues and inflation possibly related to COVID-19 have also made the purchase of a new ambulance and related equipment a budgetary nonstarter.

Proposed purchase budget:

Ambulance box	328,537.00	
Ambulance chassis	65,500.00	
		\$ 394,037.00
Stryker Power-LOAD W/ 6-Yr Ext. Warranty	39,442.00	
Stryker Power- COT	14,500.00	
Mobile Radio (2)	9,949.00	
Cardiac Monitor	50,000.00	
Stop the Bleed kits	1,599.99	
Triage Kit	174.99	
Stair Chair	4,199.00	
Traction splint (pedi)	303.99	
Traction splint	294.99	
Quik Litters	1,530.72	

Frac Pak kit	291.99	
Morgan lens	55.99	
Scoop Stretcher	1,519.99	
Spineboards	577.98	
Spineboards (pedi)	300.99	
Lucas (CPR Device)	21189	
Equipment Bags	5,000.00	
Equipment budget	20,000.00	
Computer	1,713.99	
Broselow Pediatric Resuscitation System	2,450.00	
Portable Suction Device	829.99	
Oxygen supplies	500.00	
Ultrasound	1,489.99	
Veinlite	458.99	
		\$ 178,373.58
Total cost of proposed amabulance and equipment:		\$ 572,410.58





Specialty Vehicles, Inc.



18 Commerce Boulevard  
Plainville, MA 02762  
Tel: 508.699.0616  
Fax: 508.699.0977  
Toll Free: 888.699.0616  
[www.svinc.com](http://www.svinc.com)

**SUBMITTED TO:**

Chief Michael O'Brien  
Lakeville Fire Department  
346 Bedford Street  
Lakeville MA 02347

**BIDDER:**

Specialty Vehicles, Inc.  
18 Commerce Blvd.  
Plainville MA 02762  
Sales Rep: Mark Hooper

**MANUFACTURER:**

Life Line Emergency Vehicles  
1 Life Line Drive  
Sumner IA 50674

**DESCRIPTION OF VEHICLE**

**ESTIMATE ONLY:**

**DATE:** January 31, 2023

*One (1) new / unused 2023 Ford F550 4x4 (Diesel Engine) custom-built Life Line "Superliner" Type 1-AD, Class I Emergency Medical Vehicle. Proposal based on previous Ambulance ordered in 2021 / delivered in 2022.*

**PRICING:**

Price of Proposed Vehicle (Excluding Chassis):	\$ 303,537.00
2023 Ford F550 4x4 Base Chassis Allowance:	\$ 65,500.00
Stryker Power-LOAD W/ 6-Yr Ext. Warranty:	\$ 39,442.00
Mobile Radio Allowance:	\$ 5,000.00
Material Fees (Estimated):	<u>\$ 25,000.00</u>

**TOTAL DELIVERED PRICE OF VEHICLE: \$ 438,479.00**

**DELIVERY:**

Current delivery lead-time is approximately 150-180 calendar days after receipt of chassis, final approved work order / drawings and signed Sales Contract; whichever occurs later.

Proposal conversion only valid for (30) calendar days. Chassis pricing subject to change at any time once notified by chassis manufacturer.

Terms: Net cash due upon delivery and acceptance.

Any / all Federal, State or Local Taxes are NOT included.

Thank you for the opportunity to submit our proposal. If you have any questions please feel free to contact me at (888) 699-0616.

Respectfully Submitted,

*Mark C. Hooper*

Mark C. Hooper  
President



**Lucas 3 Lakeville**

Quote Number: 10679491

Version: 1  
Prepared For: LAKEVILLE FIRE DEPT  
Attn:

Remit to: Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Abel Ribeiro  
Email: abel.ribeiro@stryker.com  
Phone Number: (857) 413-8731

Quote Date: 03/29/2023  
Expiration Date: 06/27/2023

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: LAKEVILLE FIRE DEPT	Name: LAKEVILLE FIRE DEPT	Name: LAKEVILLE FIRE DEPT
Account #: 1271158	Account #: 1271158	Account #: 1271158
Address: 346 BEDFORD ST LAKEVILLE Massachusetts 02347	Address: 346 BEDFORD ST LAKEVILLE Massachusetts 02347	Address: 346 BEDFORD ST LAKEVILLE Massachusetts 02347

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Sfm Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$17,212.90	\$17,212.90
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,244.00	\$1,244.00
3.0	11576-000071	LUCAS External Power Supply	1	\$388.68	\$388.68
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$730.75	\$730.75
5.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	\$148.80	\$148.80
				Equipment Total:	\$19,725.13

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$315.65
<b>Grand Total:</b>	<b>\$20,040.78</b>

**Comments:**

Prices: In effect for 30 days

Terms: Net 30 Days



## Lucas 3 Lakeville

Quote Number: 10679491

Version: 1

Prepared For: LAKEVILLE FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Abel Ribeiro

Email: [abel.ribeiro@stryker.com](mailto:abel.ribeiro@stryker.com)

Phone Number: (857) 413-8731

Quote Date: 03/29/2023

Expiration Date: 06/27/2023

Contact your local Sales Representative for more information about our flexible payment options.

**Capital Terms and Conditions:**

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. **Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-24124 Version: 1

Lakeville Fire Department  
 346 Bedford Street  
 Lakeville, MA 02347

Quote No: Q-24124  
 Version: 1

ZOLL Customer No: 100966

Issued Date: February 1, 2022  
 Expiration Date: April 2, 2022

Pamela Garant  
 (508) 463-5570  
 pgarant@lakevillema.org

Terms: NET 30 DAYS

FOB: Shipping Point  
 Freight: Prepay & Add

Prepared by: Peter Mastromatteo  
 EMS Territory Manager  
 pmastromatteo@zoll.com  
 +1 3394400058

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231101-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, CPR Expansion Pack</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru @ CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display, 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL NonInvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (AccuVent disposable sensors sold separately) • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology, Microstream tubing set sold separately •</p>	1	\$41,024.25	\$32,819.40	\$32,819.40
2	899707	8000-001128	Accuvent Flow Tube (Box of 10)	1	\$643.75	\$489.25	\$489.25



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

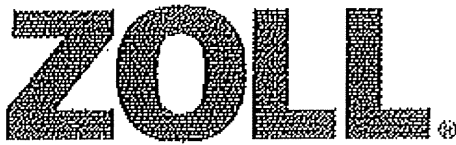
Lakeville Fire Department  
 Quote No: Q-24124 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3		REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector	1	\$62.50	\$43.05	\$43.05
4		REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	1	\$62.50	\$43.05	\$43.05
5		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	1	\$62.50	\$43.05	\$43.05
6		8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$252.35	\$208.93	\$208.93
7	889707	8000-000371	rainbow® DCR® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$870.35	\$661.47	\$661.47
8	889707	8000-0580-01	Six hour rechargeable Smart battery	1	\$519.75	\$395.01	\$395.01
9		8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$535.34	\$0.00	\$0.00
10		8778-88044-PP	X Series - Precision Service Plan - 4 Years On-Site At Time of Sale  Includes: Annual preventive maintenance, 24% discount on new cables, 24% discount on lithium SurePower Batteries, discount on parameter upgrades, and parts & labor on normal wear and tear. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty.	1	\$5,740.00	\$5,166.00	\$5,166.00
11		8400-110045	CaseReview Premium Subscription, R Series and X Series, 5 Year- Hosted  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, sTcO2 and SpO2 vital signs.	2	\$1,232.91	\$1,232.91	\$2,465.82

Subtotal: \$42,333.03

Total: \$42,333.03

Contract Reference	Description
889707	Reflects Service Contract Precision X Series Modifier 2020 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Precision X Series Modifier 2020 shall apply to the customer's purchase of the products set forth on this quote.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)

Lakeville Fire Department  
Quote No: Q-24124 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 60-90 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).

**Order information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Lakeville Fire Department**

Authorized Signature:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## ALS/BES Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Data Systems, Inc. ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and another party ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3, Implementation Services are further defined in Section 4, Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BES Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").

3. **ASP Services.** "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and safely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

### 3.4. Service Level Agreement.

3.4.1. **Downtime.** "Downtime", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. **Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL; (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. **Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where "x" is Unplanned Downtime.}$$

3.4.5. **Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.



### 3.4.7. Customer Content; Security; Backup.

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, login identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL, (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; provided, that Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

#### 5.1. Support.

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspended Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment, or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunications

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

## **6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

## **8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL, and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. **Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. **Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

## 11. Term and Termination.

11.1. **Term.** The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. **Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. **Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

## 12. General Provisions.

12.1. **Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. **Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.

12.3. **Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. **U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SHFT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. **Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this Section 12.5), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, except agreements at zollusiac.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL, shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 13206, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 C.F.R. Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (c). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(c).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time to time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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Product	Sold By ▼	List Price	Your Price	Qty	Your Total
Item #: 863-VT03 <b>Venoscope®/I The Vein Finder™ VT03 Transilluminator, Adult</b> By: VENOSCOPE, L.L.C.	EA	\$458.99	Log in	1	\$458.99
Item #: ED35 <b>Nicolet Elite 200 Digital Obstetric And Vascular Doppler With 3 &amp; 5 MHz Probes</b> By: NATUS MEDICAL INC	EA	\$1,489.99	Log in	1	\$1,489.99
Item #: 3246-50469 <b>QuikLitter™ Lite Stretcher, 750lb</b> By: TRI-TECH FORENSICS INC.	EA	\$51.99	Log in	1	\$51.99
Item #: 3420-54700 <b>QuikClot® Bleeding Control Bag, With 6 CAT Tourniquets</b> By: TELEFLEX LLC	EA	\$1,599.99	Log in	1	\$1,599.99

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Item #: 73212

**SMART Triage Pack™,  
Standard Specification**  
By: KINGFISHER MEDICAL, INC.

EA

\$174.99

Log in

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\$174.99

Item #: 710100

**Morgan Lens™ Disposable  
Eye Therapeutic**  
By: MORTAN, INC.

EA

\$55.99

Log in

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\$55.99

Item #: 806-721K

**Pedi-Lite® Pediatric  
Spineboard Kit**  
By: IRON DUCK INC.

EA

\$300.99

Log in

1

\$300.99

Item #: 3230-31402

**FERNO Transcend™ Stair  
Chair**  
By: FERNO WASHINGTON

EA

\$4,199.00

Log in

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\$4,199.00

Item #: FER0108002

**Scoop™ EXL Scoop Stretcher  
With Pins And Restraints,  
Yellow**  
By: FERNO WASHINGTON

EA

\$1,519.99

Log in

1

\$1,519.99

Item #: 268700LG

**Bak-Pak™ Ultra Long Spine  
Immobilization Board With  
Straps, 72in X 16in X 3/4in,  
Lime Green**  
By: EMERGENCY PRODUCTS &  
RESEARCH

EA

\$288.99

Log in

2

\$577.98

Item #: 95002

**Traction Splint, Pediatric**

By: CURAPLEX

EA

\$303.99

Log in

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\$303.99

Item #: 95001

**Traction Splint, Adult**

By: CURAPLEX

EA

\$294.99

Log in

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\$294.99

Item #: 596400

**S-SCORT® III Suction Unit  
With Vinyl Case, Red**

By: SSCOR, INC.

EA

\$829.99

Log in

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\$829.99

Item #: 681120

**Protector Case™, Small,  
Model 1120, Yellow,  
Polypropylene, With Pick 'N'  
Pluck Foam**

By: PELICAN PRODUCTS, INC.

EA

\$87.99

Log in

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\$87.99

Item #: 327-45-6000

**Grafco® Complete Fracture  
Kit, Adult**

By: GRAHAM-FIELD HEALTH  
PRODUCTS, INC.

EA

\$291.99

Log in

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\$291.99

Item #: 34016D-UP-RD

**Breathsaver Plus Bag,  
Universal Precautions, Red**

By: IRON DUCK INC.

EA

\$313.50

Log in

1

\$313.50

Item #: 681604

1604 Series Large Protector  
Case With Padded Dividers,  
Black

By: PELICAN PRODUCTS, INC.

EA

\$529.99

Log in

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\$529.99

Item #: 2521-00518

G3 Perfusion Medic  
Backpack, Red

By: STATPACKS, INC.

EA

\$334.99

Log in

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\$334.99

Item #: 2521-00502

G3 Perfusion Medic  
Backpack, Blue

By: STATPACKS, INC.

EA

\$334.99

Log in

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\$334.99

Item #: 680100

Oxygen Carry Bag, Orange, D  
Cylinder

By: PROPAK MANUFACTURING

EA

\$171.99

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\$171.99

Subtotal:

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Tax:

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Order Total	\$13,140.00
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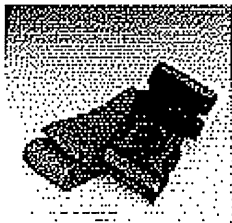
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PRODUCT	PRICE	QTY	SUBTOTAL
 <p><u>Stryker</u> <u>6500</u> <u>Power-Pro</u> <u>XI</u> <u>Cot : Black</u> <u>and Yellow,</u> <u>Recondition</u> <u>ed Cot</u> SKU: 6500 SIZE: EACH</p>	\$13,140.00	1	\$13,140.00

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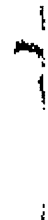
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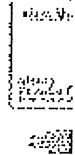
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Lakeville Fire Department

**SHIP TO:**

**PO #:** SILVIA33123

Lakeville Fire Department  
Ryan Silvia  
346 Bedford Street  
Lakeville, MA 02347  
P: (508) 967-5235

Entered By: Olivia Massey

omassey@narescue.com

Date/Time Printed: 03/31/23 11:34

<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Email</b>		
Ryan Silvia	508-967-5235	rsilvia@lakeviltema.org		
<b>Shipping Method</b>	<b>FOB Type</b>	<b>Payment Terms</b>	<b>Master #</b>	<b>Exp. Date</b>
970-BESTWAY	ORIGIN	CREDIT CARD	724014	04/30/2023

Quantity	UOM	Item Number	Item Description	Item Weight	Ext. Weight	Unit Price	Extended Price
2	EA	60-0080	LITTER, QUIK - RESPONDER	0.83	1.66	\$13.98	\$27.96
4	EA	85-0717	KIT, RAPID RESPONSE - RED - RTF	7.00	28.00	\$382.68	\$1,530.72

<b>Payment Remittance:</b>			<b>Subtotal</b>	\$1,558.68
North American Rescue, LLC PO Box 360320 Pittsburgh, PA 15251-6320	North American Rescue, LLC Routing #: 043000261 Account #: 9089953 SWIFT #: IRVTUS3N	NAR TAX ID: 27-1024029 NAR DUNS: 832426782 CAGE CODE: 06ST7 Please visit us at www.narescue.com	<b>Discount</b>	\$0.00
			<b>Freight</b>	\$12.00
			<b>Tax</b>	\$97.42
			<b>Total</b>	\$1,668.10

Subject to NAR's Terms & Conditions. For details, please visit: <https://www.narescue.com/legal/terms-and-conditions>.





**LAKEVILLE FIRE DEPT**

APX4500 UHF Mobile

07/14/2022



**MOTOROLA SOLUTIONS**

QUOTE-1817291

07/14/2022

LAKEVILLE FIRE DEPT  
346 BEDFORD ST STE 1  
LAKEVILLE, MA 02347

RE: Motorola Quote for APX4500 UHF Mobile  
Dear Michael O'Brien,

Motorola Solutions is pleased to present LAKEVILLE FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAKEVILLE FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Bradley Potolicchio at [brad.potolicchio@induscom.com](mailto:brad.potolicchio@induscom.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bradley Potolicchio  
Public Safety Sales Manager

Motorola Solutions Manufacturer's Representative



**MOTOROLA SOLUTIONS**

QUOTE-1817291  
APX4500 UHF Mobile

Billing Address:  
LAKEVILLE FIRE DEPT  
346 BEDFORD ST STE 1  
LAKEVILLE, MA 02347  
US

Quote Date:07/14/2022  
Expiration Date:10/12/2022  
Quote Created By:  
Bradley Potolicchio  
Public Safety Sales Manager  
brad.potolicchio@induscom.com  
781-738-2331

End Customer:  
LAKEVILLE FIRE DEPT  
Michael O'Brien  
mobrien@lakevillema.org  
+1.508.947.4121

Contract: 22564 - PSE01 MA STATE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext./Sale Price
APX™ 4500						
1	M22SSS9PW1AN	APX4500 UHF R2 MOBILE	2	\$1,858.00	\$1,393.50	\$2,787.00
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2	\$145.00	\$145.00	\$290.00
1b	GA00804AA	ADD: APX O2 CH (GREY)	2	\$541.00	\$405.75	\$811.50
1c	G832AD	ADD: SPKR 7.5W WTR RST APEX	2	\$67.00	\$50.25	\$100.50
1d	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1f	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2	\$0.00	\$0.00	\$0.00
1g	QA02829AE	ADD: ANALOG CONVENTIONAL	2	\$440.00	\$330.00	\$860.00
1h	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	2	\$0.00	\$0.00	\$0.00
1i	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$59.25	\$118.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1116900



**MOTOROLA SOLUTIONS**

QUOTE-1817291  
APX4500 UHF Mobile

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G66AW	ADD: DASH MOUNT O2 CH WWM	2	\$138.00	\$103.50	\$207.00

Grand Total

**\$4,974.50(USD)**

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

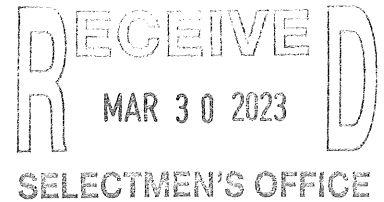


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - IT: 36-1115800

<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the <i>Ultimate Destination</i> address must be documented on PO)</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	



Town of Lakeville  
PARK COMMISSION  
346 Bedford Street  
Lakeville, Massachusetts 02347



March 30, 2023

From: Lakeville Park Commission

To: Ari Sky (Town Administrator) and the Select Board

Re: Proposal to complete parking lot at "New North Fields" at Ted Williams Camp

In the Fall of 2019, we began construction of two full-size soccer/football/multiuse fields off Bedford Street (Rt 18) for use by youth (5-18) and adult leagues. The fields were completed later that fall and ready for play in the spring of 2021. Unfortunately, we were not able to complete the parking lots, and thus they have been unavailable for use. With these two new fields and expanded practice area we will be able to house more local teams looking for space to play. Utilization of the fields will open space for girls' field hockey, Lacrosse and a weekend long flag football tournament. These groups have already approached us. On March 2, 2023, the Park Commission voted to request an allocation of up to \$115,000.00, preferably funded with ARPA (American Rescue Plan Act) funds, to complete the parking lots, fencing, and a bathroom, concession and picnic area. Over the last three months, the commission has worked with representatives from three different contractors, trying to secure bids/estimates. We have been able to secure two. The Park Commission has also met with Ari Sky and Frank Moniz to get their input for the parking area.

We are looking forward to working with you to finish this project and getting to use these great fields as soon as possible.

Thank you for your consideration.

The Lakeville Park Commission

**Proposal to Complete Parking Lot at "New North Fields"**

**at Ted Williams Camp**

The remaining work to be done is as follows:

- Prepare the parking lot (approx. 125,000 sq ft) and surface with crushed gravel
- Finish the driveway (approx. 9,300 sq ft), grade and roll and surface with asphalt millings
- Fencing around the fields (1,100 ft), black common grade chain link with posts
- Prepare grass sitting area with fencing, electricity and water for picnic tables, porta-potties and possible future concession stand.
- Remove 25 telephone poles from around the fields and relocate as driveway border

The propose budget for this project is as follows:

Parking lot	\$65,000
Driveway	
Fencing	\$35,000
Grass sitting area	\$7,000
Telephone pole removal	\$5,000
Debris collection and removal	\$3,000
<b>TOTAL</b>	<b>\$115,000</b>

- The parking lot and driveway estimate comes from proposals from three contractors ranging from \$45,700 to \$59,765.
- The chain link fence estimate comes from one proposal for \$19651 (galvanize) / \$26,547 (black).

Rough drawing of work area:



Proposal to complete parking lot at "New North fields" at Ted Williams Camp  
From the Park Commission

Location: New fields, Off Bedford Street/ Rt. 18  
2 full size: soccer/football/multi use fields & practice area)

Ages: All ages youth 5 – 18 and adult leagues

Parking Lot (approx.) \_125000.sq ft

Existing driveway to be finished, Approx. 9300. sq ft  
finish (grade & roll driveway,) supply asphalt millings down to parking lot

Fencing: 1,100 ft. Black comm grade chain link & posts	35,000.00
--	-----------

Contractor 1:	\$59,765.00	asphalt millings	65,000.00
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Contractor 1 A	\$59,765.00	crushed gravel	
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Contractor 2:	\$57,075.00	asphalt millings	
---------------	-------------	------------------	--

Contractor 2 A	\$45,700.00	processed gravel	
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Contractor 3 did not respond w estimate

Grass area with restrooms & tables (possible concessions)	\$ 6625.00		7,000.00
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Estimated Cost:

Fence contractor A: Fencing along entire fields \$19651.00/ \$26,547.00

Fence contractor B no quote

Fence Contractor C no quote

Removal of 25 Telephone poles near field	5,000.00
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Debris collection & removal	3,000.00
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Estimated Totals based on Contractor's quotes	115,000.00
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RT 18

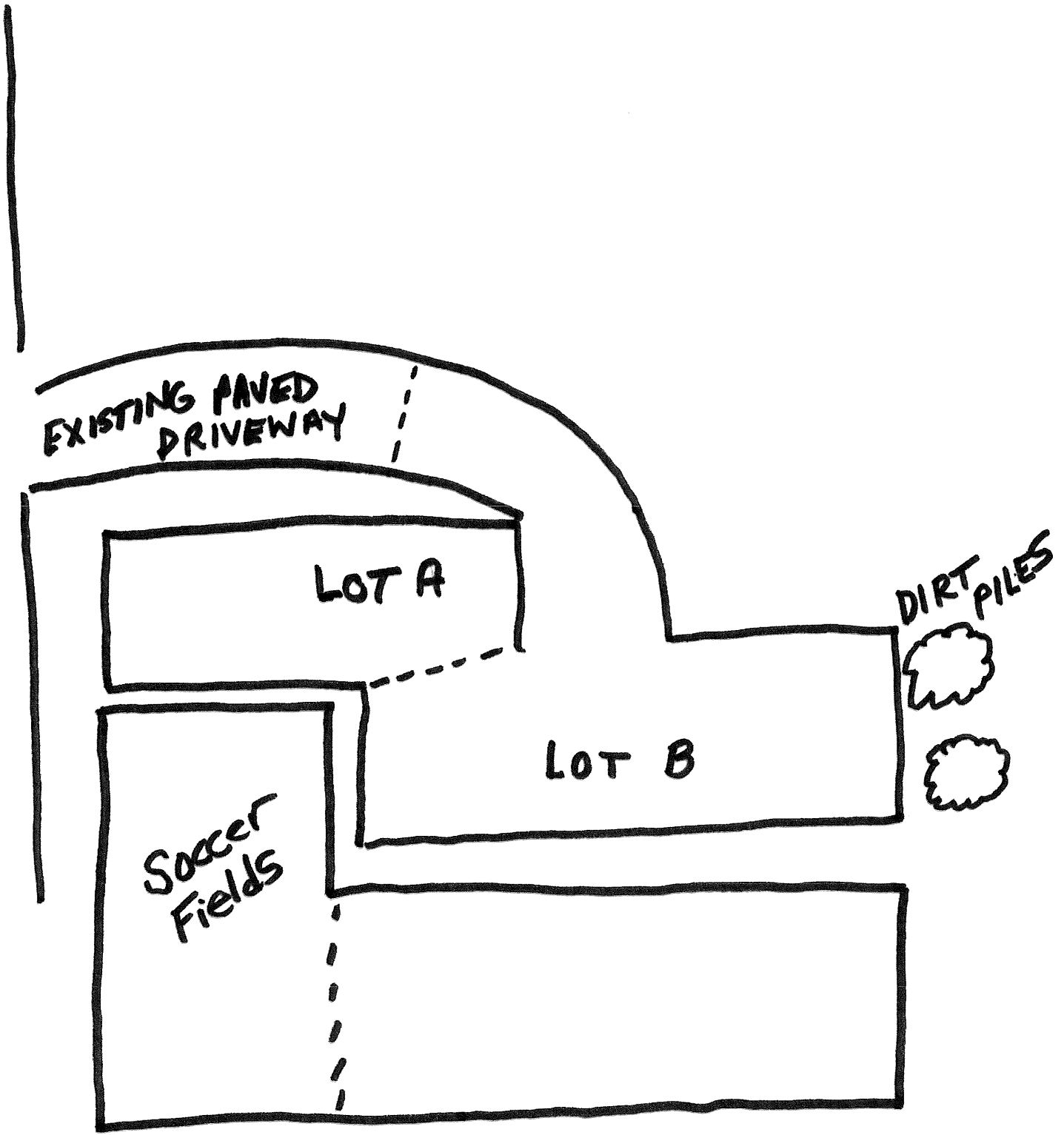
EXISTING PAVED  
DRIVEWAY

LOT A

LOT B

Soccer  
Fields

DIRT PILES



# SEF SOUTH EAST FENCE & SUPPLY

271 Bedford Street, Lakeville, MA 02347  
 phone: 508-947-4063 fax: 508-923-4660  
 www.southeastfence.com

LAKEVILLE PARK DEPT

TED WILLIAMS CAMP

ATTN: SCOTT HOLMES

OCT 4, 2022

*The following quantities and materials are based on the plans and specifications reviewed by our estimate team. If material specifications were not given or were ambiguous, we have quoted appropriate material and noted the change below.*

Option	Qty	Description	Price	Note
		TO FURNISH AND INSTALL 884' OF 4' HIGH ALL BLACK COMMERCIAL GRADE CHAIL LINK FENCE. ALL POSTS CEMENTED 3' IN GROUND	\$26,547.00	
		or TO FURNISH AND INSTALL 884' OF 4' HIGH ALL GALVINIZED COMMERCIAL GRADE CHAIN LINK FENCE. ALL POSTS CEMENTED 3' IN GROUND	\$19,651.00	

All material is guaranteed to be as specified. All work to be completed in a professional manner according to specifications submitted, per standard practices. All work will be performed by professional fence installers and laborers. Prevailing wages are not included unless indicated above. South East Fence Co. Inc. is fully covered by workman's compensation and liability insurance. Insurance certificates are available upon request. Shop drawings will be submitted upon notification of award.

We look forward to a professional and mutually beneficial business relationship. We will commit our full resources to ensure this project meets with the expectations of all parties. Please call with any questions.

Accepted as proposed:

Respectfully submitted,

Name: \_\_\_\_\_

Date: \_\_\_\_\_

John M. Meleedy, Sr.

Date: \_\_\_\_\_

# Clancy Contracting, Inc.

10 Clayton Road  
 Middleboro, MA 02346  
 (508)946-2076  
 www.clancycontracting.com

# Proposal

NAME / ADDRESS
Scott Holmes Ted Williams Camp Parking Lots, Lakeville, Ma. 02347

DATE	PROJECT
10/25/2022	

DESCRIPTION	TOTAL
<p>Job Location: Ted Williams Rt 18 New Soccer Field Parking Lot.</p> <p>Excavation equipment, Labor and materials to: Create new 2 parking lots. Total area: 124,890 Square Feet. Trucking in 1800 ton of crushed stone.</p> <p>Lot B - Regrade to pitch towards the back of the property.</p> <p>Remove some of the dirt piles to allow the surface water to continue to drain to low area.</p> <p>Lot A - Regrade. Using crushed stone so that water will still leach into the ground.</p> <p>Existing Driveway grade. Supply, grade, vibratory roll (260 Tons) of Asphalt Millings. 9,300 Square Feet proposed milling driveway.</p> <p>Total amount proposed:</p>	59,765.00
ClancyCorp@AOL.com	<b>TOTAL</b> <b>\$59,765.00</b>

**AGENDA ITEM #8  
APRIL 24, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPLY TO THE  
COMMUNITY PRESERVATION COMMITTEE FOR DESIGN AND  
PERMIT FUNDING FOR THE OLD BRIDGE STREET/NEMASKET  
RIVER ACCESS PROJECT**

Attached is a memo from the Town Planner regarding applying to the Community Preservation Committee for funding for the proposed project. He has included some information regarding the property and proposed project.



**Town of Lakeville**  
PLANNING DEPARTMENT  
346 Bedford Street  
Lakeville, MA 02347  
774-776-4350

RECEIVED  
APR 19 2023  
SELECTMEN'S OFFICE

Date: April 19, 2023

To: Lakeville Select Board

From: Marc Resnick, Town Planner

Re: Old Bridge St. CPC Application

The Town of Lakeville owns two parcels of land on the south side of the end of Old Bridge Street. These are the last two parcels before the old bridge that crosses the Nemasket River. I have attached two maps which show these parcels. These parcels are under the control of the Board of Selectmen. On the south side of the road on these properties, there is a parking area and access to the river. After visiting public access locations to the Nemasket River I feel that this is the best access point to be improved.

Currently the parking area is covered with recycled asphalt and has no provisions for retaining and treating the drainage. A large area of the parking lot drains directly into the river. There is a canoe/kayak launch area which is subject to erosion. People can fish off the riverbank or the old bridge, but neither is accessible to persons with disabilities.

I am proposing the Select Board apply to the Community Preservation Committee for funding to design and permit the improvement of this area. Once designed we would seek funding for the project construction from the appropriate funding sources.

The specific improvements I would have designed and permitted are as follows:

- Remove the recycled asphalt and replace it with dense graded crushed stone.
- Regrade the lot so the drainage flows into newly designed swales.
- A concrete boat ramp and improvements to stabilize the erosion of the riverbank.
- An accessible pier for fishing (I have attached an example of a similar pier)

It is expected that the cost to survey, design, and permit these improvements would be no more than \$25,000. If approved for submission I will manage the submission of the required forms and information to the Community Preservation Committee. A Step 1 application for eligibility is due by May 19, 2023.



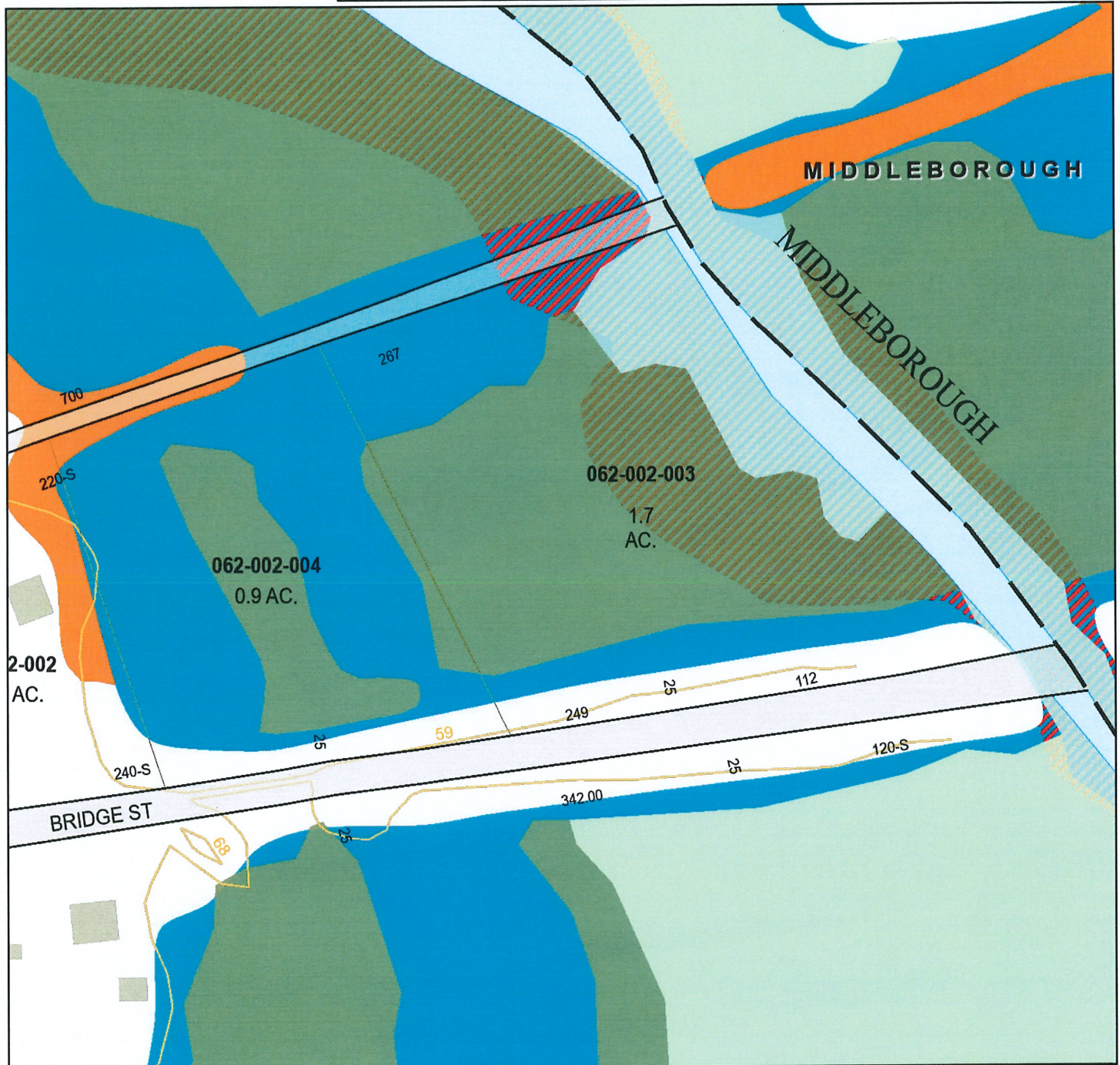
Lakeville, MA

1 inch = 100 Feet



www.cai-tech.com

April 18, 2023



	Potential Vernal Pools		Wooded marsh		Buildings
	AE: 1% Annual Chance of Flooding, with BFE		Open Water		PWater
	AE: Regulatory Floodway		51-100		Property Line
	X: 0.2% Annual Chance of Flooding		Water-poly		Public Road
	Marsh/Bog		Right of Ways		CAI Town Line

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

NHESP Ecoregions



NHESP Priority Habitats of Rare Species:



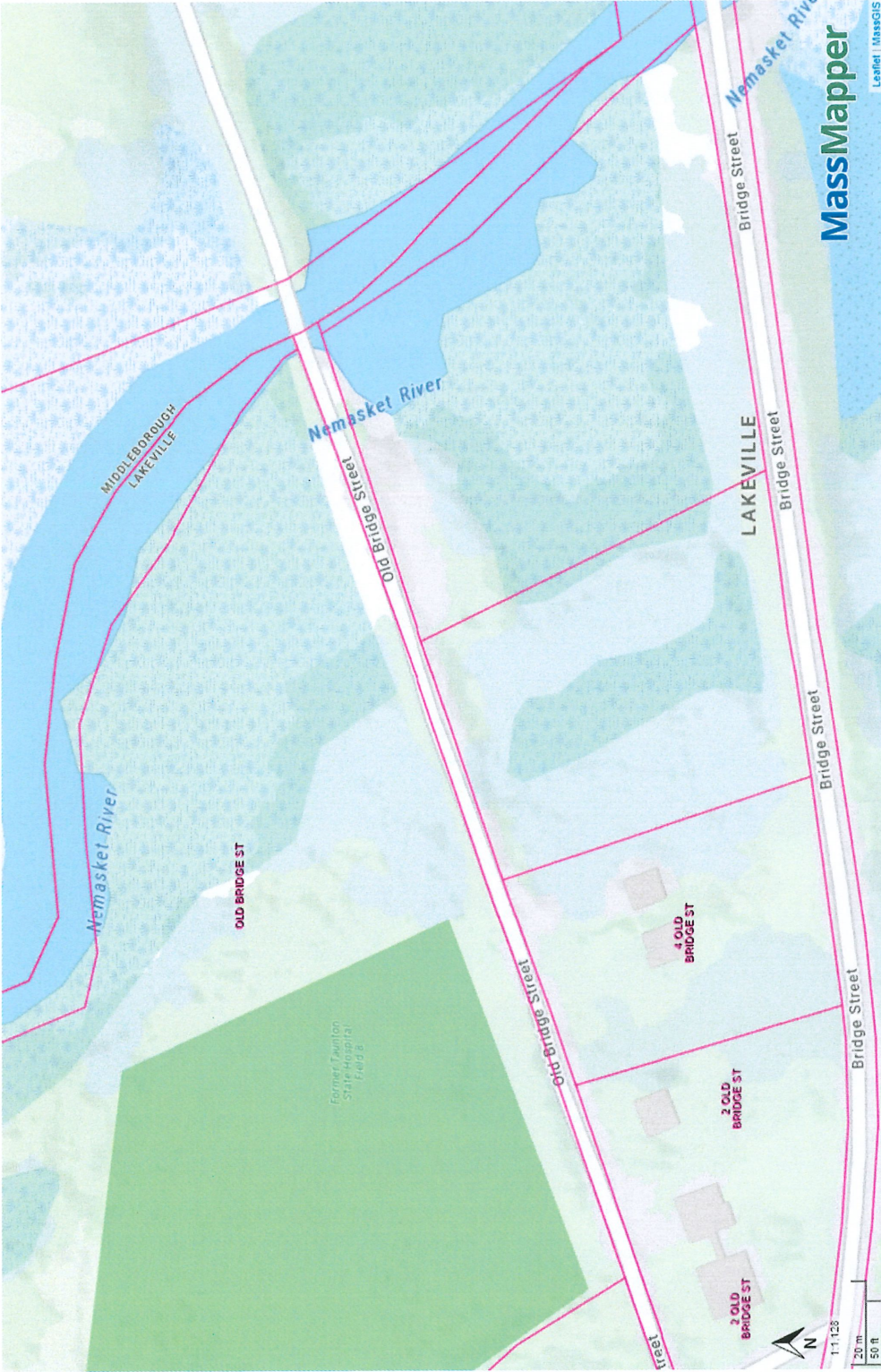
NHESP Certified Vernal Pools



NHESP Estimated Habitats of Rare Wildlife



Property Tax Parcels





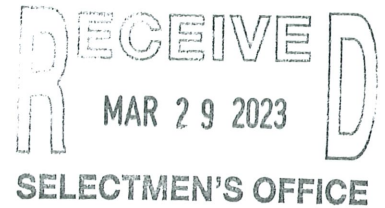


**AGENDA ITEM #9  
APRIL 24, 2023**

**DISCUSS REQUEST FROM MASSHOUSING FOR COMMENTS IN  
REGARDS TO PROPOSED DEVELOPMENT KNOWN AS ROCKY  
WOODS OFF OF FREETOWN STREET**

Attached is a letter from Mass Housing regarding the proposed 40B known as Rocky Woods. They are requesting comments from the Town on the project. A site visit was held on April 11<sup>th</sup> at the site.

Attached are comments received from the Town Planner, Fire Chief and Police Chief.



Massachusetts Housing Finance Agency  
One Beacon Street Boston, MA 02108

Tel: 617-854-1000  
Fax: 617-854-1091

Relay 711  
[www.masshousing.com](http://www.masshousing.com)

March 29, 2023

Evagelia Fabian, Vice Chair  
Select Board  
Town of Lakeville  
346 Bedford Street  
Lakeville, MA 02347

**RE: Proposed 40B—Rocky Woods  
Lakeville, MA  
MH ID No. 1179**

Dear Ms. Fabian:

The Massachusetts Housing Finance Agency (MassHousing) is currently reviewing an application for Site Approval submitted by Simonds Hills, LLC (the Applicant). The proposed development will consist of 200 units of homeownership housing on approximately 188 acres of land located off Freetown Street in Lakeville, MA.

The site approval process is offered to project sponsors who intend to apply for a Comprehensive Permit under Chapter 40B. MassHousing's review involves an evaluation of the site, the design concept, the financial feasibility of the proposal, and the appropriateness of the proposal in relation to local housing needs and strategies. As part of our review, we are soliciting comments from the local community, and we would appreciate your input. You also may wish to include in your response issues or concerns raised by other Local Boards, officials, or other interested parties. Pursuant to the new Massachusetts General Laws Chapter 40B regulations (760 CMR 56.00) your comments may include information regarding municipal actions previously taken to meet affordable housing needs such as inclusionary zoning, multifamily districts adopted under G.L. c.40A and overlay districts adopted under G.L. c.40R. Your comments will be considered as part of our review.

We have been informed by the Applicant that the Town has received a copy of the application and site plans for Rocky Woods. Please inform us of any issues that have been raised or are anticipated in the Town's review of this application. We request that you submit your comments to this office by Monday, May 1, 2023, so we may process this application in a timely manner.

During the course of its review, MassHousing will conduct a site visit, which Local Boards, as defined in 760 CMR 56.02, may attend. The site visit for Rocky Woods has been tentatively scheduled for Tuesday, April 11th at 11 a.m. Please notify me promptly if any representatives of your office or if other Local Boards plan to attend the tentatively scheduled site visit.

Maura Healey, Governor  
Kim Driscoll, Lt. Governor

Jeanne Pinado, Chair  
Carolina Avellaneda, Vice Chair

Chrystal Kornegay, Executive Director

Please note that if and when an application is submitted for a Comprehensive Permit, assistance is available to the Zoning Board of Appeals (ZBA) to review the permit application. The Massachusetts Housing Partnership's (MHP) Ch. 40B Technical Assistance Program administers grants to municipalities for up to \$15,000 to engage qualified third-party consultants to work with the town's ZBA in reviewing the Chapter 40B proposal. For more information about MHP's technical assistance grant visit MHP's web site, [www.mhp.net/40B](http://www.mhp.net/40B) or e-mail MHP at [kbosse@mhp.net](mailto:kbosse@mhp.net).

If you have any questions, please do not hesitate to email me at [mbusby@masshousing.com](mailto:mbusby@masshousing.com).

Thank you for your assistance.

Sincerely,

Michael Busby  
Relationship Manager



**Town of Lakeville**  
PLANNING DEPARTMENT  
346 Bedford Street  
Lakeville, MA 02347  
774-776-4350

RECEIVED  
APR 20 2023  
SELECTMEN'S OFFICE

Date: April 19, 2023

To: Lakeville Select Board

From: Marc Resnick, Town Planner

Re: Rocky Woods Comments

The following are my comments concerning the Mass Housing Site Eligibility Application for the Rocky Woods 40B development off Freetown Street.

- ❖ I recommend that there is an age restricted component to the development. This could most easily be accomplished by making the duplex units the restricted part of the development, like the Lebaron Hills development.
- ❖ The proposed distribution of affordable units should be adjusted. One additional single-family home should be designated as affordable and one fewer town house unit, so that the affordable units are evenly distributed amongst the different unit types.
- ❖ The applicant should submit a traffic study evaluating the developments impact to several intersections. Including at least County Road and Highland St, Freetown Street and County Street, as well as Freetown Street and Howland Road.
- ❖ The applicant should construct a sidewalk along the entire length of Freetown Street. At one end is the Freetown Lakeville Regional School district campus housing middle schools and high school and at the other is a retail plaza and the development sits in the middle.
- ❖ A Trail connection should be made through the project from Howland Road through the property to County Street. This would allow the connection of the site to other public lands in Freetown.

- ❖ On page 8 the applicant states that the site does not include documented archaeological resources. I am unaware of any written documentation of the site however it has been presented to the Planning Board that the greater Rocky Woods property contains important Indian ceremonial sites. An archaeological survey of the site should be completed to determine the extent and location of historic resources.
- ❖ On page 21 the applicant indicates that there will not be any accessible units in the development. I recommend that some units be constructed for persons with disabilities.
- ❖ In looking at the Mass GIS Natural Heritage data layers it appears that portions of the site fall within different BioMap categories. Additionally, several certified vernal pools are located on the site. Further environmental evaluation of the site should be conducted.



# Lakeville Fire Department

346 Bedford Street  
Lakeville, Massachusetts 02347

TEL 508-947-4121 FAX 508-946-3436

MICHAEL O'BRIEN  
FIRE CHIEF  
mobrien@lakevillema.org

PAMELA GARANT  
DEPUTY CHIEF  
pgarant@lakevillema.org

To: Lakeville Select Board  
From: Michael P. O'Brien, Fire Chief  
RE: Rocky Woods proposed 40B development  
Date: April 3, 2023

This document has been provided as comment from the Fire Department on the proposed 40B development adjacent to Freetown Street.

Upon review of the application, I have the following concerns above the typical fire access and road dimension requirements.

1. Please be aware of the new requirements that were established with Lakeville's adoption of MGL 148 Section 26I at town meeting. An apartment is required to be protected by a code compliant sprinkler system, regardless of square footage.
  - a. An apartment is defined as 3 or more living units in the same structure.
2. Estimated call volume for 200 units is 96 responses.
  - a. This is based on an average of 48 responses annually to the comparable Riverside Drive 40B project (100 units).
3. The most concerning aspect of the proposal is the lack of fire protection water. The closest static water sources are the cistern at the school campus (1.5 miles), the pool at GRAIS (1.5 miles), and a bog pond on Highland Road (1.1 miles).
  - a. The bog pond has dried up once during draught conditions in recent years.
  - b. If possible, Town should require a cistern to be constructed on site containing adequate fire protection water.

Additional comments will be submitted as the project moves forward. Thank you for the opportunity to offer this information for the consideration of the Select Board.

## Tracie Craig-McGee

---

**From:** Matthew Perkins, Lakeville Chief of Police  
**Sent:** Wednesday, March 29, 2023 1:51 PM  
**To:** Ari Sky; Michael P. O'Brien, Fire Chief  
**Subject:** Address conflict

Ari,

Regarding the Rocky Woods development project, there could be an address conflict with the name. Rocky Woods Road is off of Howland Road and for public safety reasons, any future development, street naming, construction site referrals, should avoid using the name Rocky Woods. Massachusetts State 911 would consider it a duplicate name location.

Respectfully,

Matthew J. Perkins  
Chief of Police  
Lakeville Police Department  
323 Bedford Street  
Lakeville, MA 02347  
508-947-4422  
508-946-4422 fax



**AGENDA ITEM #10**  
**APRIL 24, 2023**

**REVISIT SCOPE OF WORK FOR THE SENIOR CENTER ADDITION  
FEASIBILITY STUDY**

Member Carboni had requested additional information regarding a breakdown on the services, which has been provided by RTA and is attached.

Also provided is the information that was reviewed at the April 10<sup>th</sup> meeting.



From: [Ari Sky](#)  
To: [Brian Day](#); [Lorraine Carboni](#); [Lia Fabian](#)  
Cc: [Tracie Craig-McGee](#)  
Subject: Fwd: Senior Center Task Order  
Date: Tuesday, April 11, 2023 8:27:11 AM  
Attachments: [image002.png](#)  
[image003.png](#)

All -

Follow up information from Jorge Figueiredo as requested. Thanks.

Ari J. Sky, ICMA-CM  
Town Administrator  
Town of Lakeville  
346 Bedford Street  
Lakeville, Massachusetts 02347

From: Jorge Figueiredo <[jorge@rt-architecture.com](mailto:jorge@rt-architecture.com)>  
Sent: Tuesday, April 11, 2023 8:13 AM  
To: Ari Sky <[asky@lakevillema.org](mailto:asky@lakevillema.org)>  
Subject: RE: Senior Center Task Order

Good morning Ari,

Please see below the hourly breakdown per phases and as indicated within the proposal we are looking at a 3 month turn around for all phases.

Let me know if this helps.

Thank you.

Best,

J

The Town of Lakeville will compensate RTA for the satisfactory performance of the above noted services.

Based on our Scope of Services contained herein, we propose a fixed fee in the amount of **Thirty-Six Thousand Dollars (\$36,000.00)**

The **\$36,000.00** amount breaks down as follows:

Phase 1: Pre-Design	\$ 6,500.00	<i>36 Hours</i>
Phase 2 Schematic Design	\$ 22,000.00	<i>96 Hours</i>
Phase 3 Statement of Probable Costs	\$ 3,500.00	<i>20 Hours</i>
Phase 4 Completion and Presentation of the Feasibility Study	\$ 4,000.00	<i>28 Hours</i>
<hr/>		
Total:	\$ 36,000.00	

Invoices will be billed monthly for the percentage of work completed during that month.

#### **SERVICES NOT INCLUDED**

- Hazardous materials sampling, testing
- Title V Inspection or testing
- Destructive Field Investigation

#### **SCHEDULE**

The Schematic Design Study Report will be issued within three (3) months of the receipt of a signed copy of this proposal from the **City of Town of Lakeville**. The work will commence upon receipt of a signed copy of this proposal and Task Order

**RTA**  
ARCHITECTS + OWNER'S PROJECT MANAGERS

Jorge Figueiredo, MCPPO  
Principal  
508-726-0811  
[jorge@rt-architecture.com](mailto:jorge@rt-architecture.com)

**SOUTHCOST OFFICE**  
12 CROSS NECK ROAD  
MANUEN, MA 02726  
508-726-0811

**WESTERN MA. OFFICE**  
245 SHEA AVENUE  
BELCHERTOWN, MA 01007  
413-241-4600



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**From:** Ari Sky <[asky@lakevillema.org](mailto:asky@lakevillema.org)>  
**Sent:** Monday, April 10, 2023 7:28:06 PM  
**To:** Jorge Figueiredo <[jorge@rt-architecture.com](mailto:jorge@rt-architecture.com)>  
**Subject:** Senior Center Task Order

Jorge --

We discussed the Senior Center task order tonight. The Select Board had a couple follow up questions, specifically:

1. Can you provide a breakdown for the four phases that estimates hours required? The Board is looking for a little more backup to support the estimates.
2. We'd like to see a timeline that estimates the schedule by phase?

I'd like to get this to the Select Board ASAP. Do you think you could get me something by the end of the week? Thanks.

Ari J. Sky  
Town Administrator  
Town of Lakeville  
346 Bedford Street  
Lakeville, Massachusetts 02347  
[asky@lakevillema.org](mailto:asky@lakevillema.org)






**TOWN OF LAKEVILLE**  
**Town Administrator's Office**

346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803

April 5, 2023

**TO:** Select Board

**FROM:** Ari J. Sky, Town Administrator 

**SUBJECT:** Senior Center Addition Feasibility Study – Scope of Work

The FY 2023 capital budget includes \$40,000 for a study to assess the feasibility of an addition to the Lakeville Senior Center. This project is funded by a combination of State funding and developer contributions. At its February 13, 2023, meeting, the Select Board deferred action on the draft scope of work pending the receipt of additional information, which was provided by email on February 14<sup>th</sup>.

Attached to this memorandum is a draft scope of work prepared by the Town's on-call project manager for the study. The proposal would cover programmatic and space needs assessments, a site analysis, development of schematic design documents, a statement of probable cost and accompanying presentations. The full study is estimated at \$36,000 through final presentation.

Thank you for your consideration and please let me know if you have any questions or suggestions.

*Attachment*

# PROPOSAL

FEBRUARY 6, 2023



## Town of Lakeville Senior Center 1 Dear Crossing, Lakeville MA. Feasibility Study



**ARCHITECTS + OWNER'S PROJECT MANAGERS**

**SOUTHCOAST OFFICE**  
12 CROSS NECK ROAD  
MARION, MA.02738  
508-726-0811

**WESTERN MA. OFFICE**  
245 SHEA AVENUE  
BELCHERTOWN, MA.01007  
413-241-4600



Date: February 6, 2023

**Ari Sky, Town Administrator**  
**Town of Lakeville**  
**346 Bedford Street**  
**Lakeville, MA 02347**

RE: **PROPOSAL FOR THE TOWN OF LAKEVILLE SENIOR CENTER FEASIBILITY STUDY**

Dear Mr. Sky,

We would like to thank you for allowing RT Architecture, Inc. (RTA) to submit a proposal for Professional Architectural, Engineering and Cost Estimating services for the above referenced project.

RTA along with our consultants shall provide Professional Architectural and Engineering Services as required to prepare a Feasibility Study Report for the Town of Lakeville Senior Center located at 1 Dear Crossing, Lakeville MA.

The scope of service shall be as follows:

**1. Project Background**

The project will be to determine the Town of Lakeville Senior Center current program needs and to evaluate the proposed future needs in order to accommodate the service required to meet the program requirement.

**2. Scope of Services**

- Function and Space Needs Analysis.
- Existing Facility Space Assessment.
- Site Analysis.
- The development of Schematic Design Drawings and Schematic Renderings through a Design Charrette.
- Statement of Probable Cost based on approved program.
- Presentations of Feasibility Study Deliverables.
- 

**Phase 1: Pre-Design**

- **Task #1 - Function and Space Needs Analysis**

RTA will review the Lakeville Senior Center and meet with Town of Lakeville and Senior Center staff to understand the current function and space needs. An analysis of the services and functions identified in the plan and through meetings with Town and Senior Center Staff, and other community members, will result in an assessment of the current space needs to implement the Senior Center strategic plan.

RTA, upon completion of the **Phase 1 Pre-Design** task, will prepare a written report that will identify the function and space needs of the Senior Center. The Written Report will include, but not be limited to: identifying space needs for assembly spaces, staff offices, meeting rooms, special purposes rooms; and an accounting of the square footage requirements based on current and projected usage needs.



**ARCHITECTS + OWNER'S PROJECT MANAGERS**

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413-241-4600

- **Task #2 - Existing Facility Space Assessment**

RTA will work with the Town of Lakeville and the Senior Center staff, to assess the existing facility to determine current conditions but not limited to the following items

- utility services and efficiency
- square footage allocated for each use.
- current limitations to accommodating the current functions.
- barriers to inclusivity such as ADA accessibility
- acoustics
- space flexibility and expandability
- access to parking
- functional spatial relationships
- plumbing/mechanical/electrical systems placement and function
- architectural and engineering obstacles

- **Task #3 – Site Analysis**

In consultation with the Town of Lakeville and the Senior Center staff, RTA will conduct a site analysis identifying current conditions but not limited to zoning / planning parameters , parking, onsite septic disposal, wetlands. and the potential to use and improve external space for Center functions and to identify future needs and improvements.

### **Phase 2 - Schematic Design Drawings and Design Charrettes**

Upon completion of Tasks 1,2&3 RTA will prepare Schematic Design Drawings to illustrate the Center's overall program needs, but not be limited to, plan arrangements, specific space accommodations, features, equipment and furnishing with definitions of all systems serving the project. RTA will conduct one (1) Design Charrette to gather feedback from the Town and the Centers staff, stakeholders and the community on the proposed Schematic Design Drawings. Based on the feedback from the Design Charrette RTA will prepare one (1) final revised set of Schematic Design Drawings that will incorporate feedback gathered during the Design Charrette. The final Schematic Design document phase will also include written narratives detailing the proposed Mechanical, Electrical, Plumbing and Site improvement needs based on the Town and Senior Centers approved program. The findings will be in sufficient detail for use to prepare and Estimate on the projected Probable Project Cost .

**Schematic Design deliverables:** RTA will submit one (1) final set of all revised Schematic Design Drawings to scale (no smaller than 1/8 inch) in large format hard copies for presentation purposes and in digital pdfs. All CAD files will be provided in digital format. The Schematic Design Drawings will include Floor Plans to scale (no smaller than 1/8 inch), Exterior Schematic Renderings of recommended renovations consolidating all the information gathered in Phase 1 and Phase 2.

### **Phase 3 - Statement of Probable Cost**

RTA will provide a Professional Estimate of Probable Cost that shall include all anticipated costs related to implementing the Town of Lakeville Senior Center needs based on the final Schematic Design Drawings, Renderings and program as delivered in Phase2.



**Phase 4 - Completion and Presentation of Feasibility Study**

DESCRIPTION: Compile all materials developed in Phases 1-3. Create a presentation summarizing the Written Reports, Notes from Design Charrettes, revised Schematic Design Drawings, revised Renderings and Professional Opinion of Probable Cost.

**PROFESSIONAL FEES**

The Town of Lakeville will compensate RTA for the satisfactory performance of the above noted services.

Based on our Scope of Services contained herein, we propose a fixed fee in the amount of **Thirty-Six Thousand Dollars (\$36,000.00)**

The **\$36,000.00** amount breaks down as follows:

Phase 1: Pre-Design	\$ 6,500.00
Phase 2 Schematic Design	\$ 22,000.00
Phase 3 Statement of Probable Costs	\$ 3,500.00
Phase 4 Completion and Presentation of the Feasibility Study	\$ 4,000.00
<hr/>	
Total:	<b>\$ 36,000.00</b>

Invoices will be billed monthly for the percentage of work completed during that month.

**SERVICES NOT INCLUDED**

- Hazardous materials sampling, testing
- Title V Inspection or testing
- Destructive Field Investigation

**SCHEDULE**

The Schematic Design Study Report will be issued within three (3) months of the receipt of a signed copy of this proposal from the **City of Town of Lakeville**. The work will commence upon receipt of a signed copy of this proposal and Task Order

Upon acceptance of this proposal, please return one signed copy to RT Architecture, Inc. RTA will prepare the Town of Lakeville Task Order per the Master Service Agreement.

Should you have any questions or concerns please feel free to call me.  
Very truly yours,

Jorge Figueiredo, MCPPO  
Owner / Principal

\_\_\_\_\_  
**Acceptance: Owner**

\_\_\_\_\_  
**Date**



**AGENDA ITEM #11  
APRIL 24, 2023**

**DISCUSS SCOPE OF WORK FOR THE CLASSIFICATION AND  
COMPENSATION STUDY**

Attached is a memo and draft of the scope of work.





**MEMO**

To: Lakeville Select Board  
From: John Viarella

Date: April 19, 2023  
CC: Ari Sky, Town Administrator

Subject: Classification and Compensation  
Study

Attached please find the draft scope of work for a non-union classification and compensation study. The purpose of this study is to ensure pay equity both internally and externally for non-union positions and to assist the Town in its' efforts to apply best practices regarding its' compensation procedures and policies. As this project is funded in Human Resources' FY 2023 budget, my objective is to select a vendor and encumber the necessary funding before June 30.

Thank you for your consideration.

## **Town of Lakeville, Massachusetts Classification and Compensation Study**

### **1. Scope of work**

The Town seeks an outside vendor to conduct a complete in-depth study of its salary structure, pay rates, benefits programs, and overall compensation strategy for all non-union employees (approximately 60 unique job titles).

#### **Determination of Comparable Municipalities:**

The vendor will work with the town to select as many as six but no less than four comparable municipalities. These should be towns that are of comparable populations size, budget and geographical location.

#### **Competitive Analysis:**

The vendor will conduct an in-depth and comprehensive competitive analysis of pay rates, bonus payments, stipends, longevity pay, step structure and employee benefits for all non-union employees. The vendor must have the ability to obtain and utilize information that is neither readily nor publicly available. Job descriptions and responsibilities must be thoroughly analyzed to ensure appropriate and relevant comparisons.

#### **Classification Structure:**

The vendor will examine job descriptions and job titles for all non-union employees to ensure that they are accurate and relevant internally and externally. This information should be used to then determine if there are any issues with regard to pay equity both internally and externally. Further, the vendor will examine pay ranges as well as salary structure for all non-union employees and provide recommendations to ensure internal parity and market competitiveness.

#### **Hiring Practices and Compensation Policy Analysis:**

The vendor will audit the current Town practices and policies with regards to hiring practices, starting salaries, annual COLA Adjustments, market adjustments and promotions to ensure that they are fair, consistent, legally defensible and reflect current best practices. This will include a review of the "Classification and Compensation" section of the Town's handbook with a particular focus on the role and responsibilities of the Wage and Personnel Board. The vendor will be expected to examine the roles and responsibilities of hiring managers, human resources, the Town Administrator and the Wage and Personnel Board. The vendor will then make recommendations based on their findings. Finally, the vendor will assist the Town with the creation of a compensation strategy and formal policies and procedures as needed.