

WARD COUNCILLORS

1 – David R. Thibault-Muñoz
2 – Dana M. Heath
3 – Paul G. Tassone
4 – Karen G. Hardern
5 – Aleksander H. Dernalowicz, Esq.

COUNCIL PRESIDENT

George C. Tyros

**COUNCILLORS AT LARGE**

Calvin D. Brooks
Craig R. Cormier
Brad E. Heglin
Elizabeth J. Kazinskas
Judy A. Mack

City of Gardner Massachusetts

**CALENDAR FOR THE MEETING**

of

MONDAY, AUGUST 4, 2025

CITY COUNCIL CHAMBER

7:30 P.M.

ORDER OF BUSINESS**I. CALL TO ORDER****II. CALL OF THE ROLL OF COUNCILLORS****III. OPENING PRAYER****IV. PLEDGE OF ALLEGIANCE****V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS**

Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the City Clerk, as they become part of the Meeting Minutes.

VI. READING OF MINUTES OF PRIOR MEETING(S)

- May 19, 2025, Informal Meeting
- May 19, 2025, Regular Meeting

VII. PUBLIC HEARINGS**VIII. COMMUNICATIONS FROM THE MAYOR****IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.**

X. REPORTS OF STANDING COMMITTEES

PUBLIC SAFETY COMMITTEE

11618 - An Application by GameStop, Inc., for a License to deal in Second-hand Articles at 376 Timpany Blvd. *Page 35*

11619 - An Application by EcoATM, LLC, for a License to deal in Second-hand Articles at 677 Timpany Blvd. *Page 37*

WELFARE COMMITTEE

11591 - An Ordinance to Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay. (Submitted by Attorney Christine Tree). *Page 39*

FINANCE COMMITTEE

11577 - A Measure Creating a revolving account for LifeLine Service Activities, under the provisions of Chapter 44, Sec 53 E ½ of the General Laws of the Commonwealth, to be managed and overseen by the Gardner Senior Center, for which the balance shall not exceed \$20,000.00. *Page 45*

11622 - An Order Authorizing the Mayor to Enter into a Renewed Intermunicipal Agreement with the Town of Ashby for Veterans Services expiring on June 30, 2028. *Page 106*

11623 - An Order Transferring \$10,000.00 from Building Department Salary and Wages Account to Operating Expense Account - Professional Services. *Page 112*

APPOINTMENTS COMMITTEE

11487 - A Measure Confirming the Mayor's Appointment of Stephen Hirons to the position of Sealer of Weights and Measures for term expiring January 16, 2028. *Page 116*

11620 - A Measure to Elect a City Treasurer and City Collector of Taxes, effective August 4, 2025. *Page 117*

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

11624 - July Economic and Community Development Update. *Page 118*

XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

XII. NEW BUSINESS

XIII. COUNCIL COMMENTS AND REMARKS

XIV. CLOSING PRAYER

XV. ADJOURNMENT

Items listed on the Council Calendar are those reasonably anticipated by the Council President to be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



INFORMAL MEETING OF MAY 19, 2025

Informal Meeting of the City Council was held in the Council Chambers, Room 219, City Hall, on Monday evening, May 19, 2025.

CALL TO ORDER

Council President Tyros called the meeting to order at 6:00 o'clock p.m.

ATTENDANCE

Councillors present were President George Tyros and Councillors Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and David Thibault-Muñoz. Councillors Calvin Brooks, Brad Heglin, and Paul Tassone were absent.

Superintendent of Schools Dr. Mark Pellegrino and Mark Hawke, Director of Finance & Operations were also present.

President George Tyros announced that the Informal Meeting was called to receive the FY2026 School Budget Presentation.

Superintendent Pellegrino presented the following PowerPoint Presentation:

The Informal Meeting concluded at 6:38 p.m.

Accepted by the City Council:



Gardner Public Schools

FY 2026

Level Services

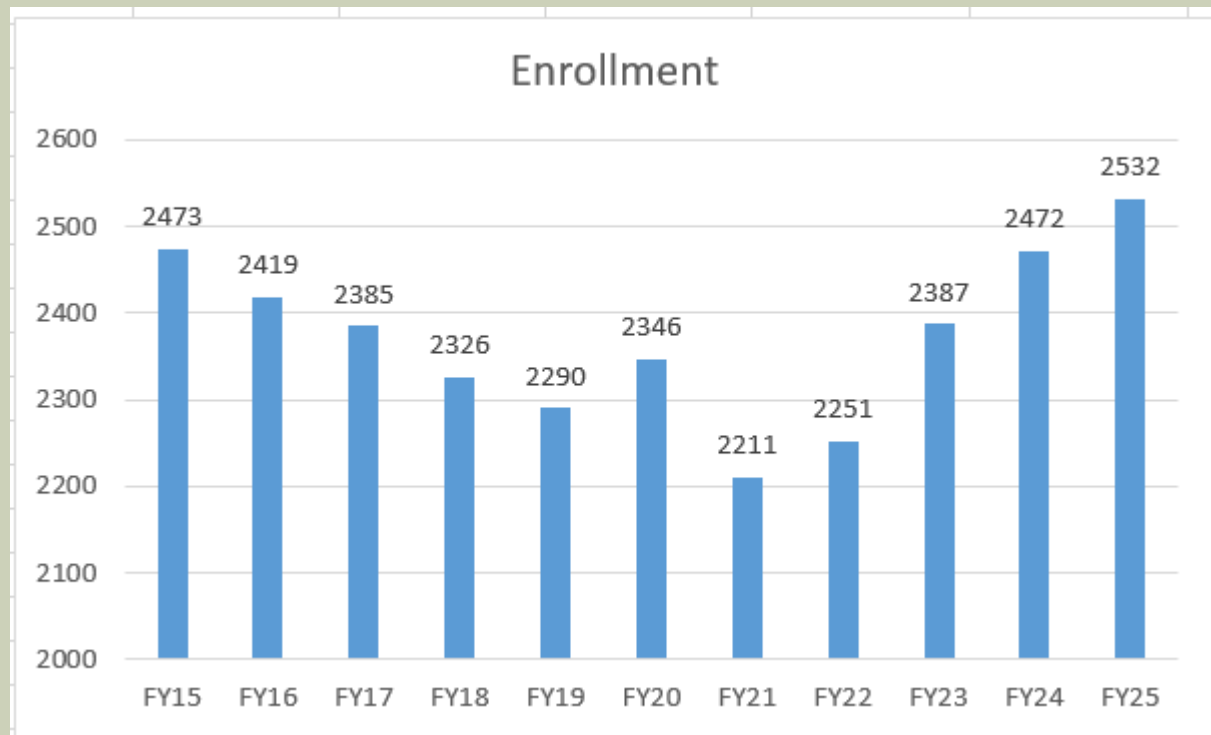
Budget Presentation



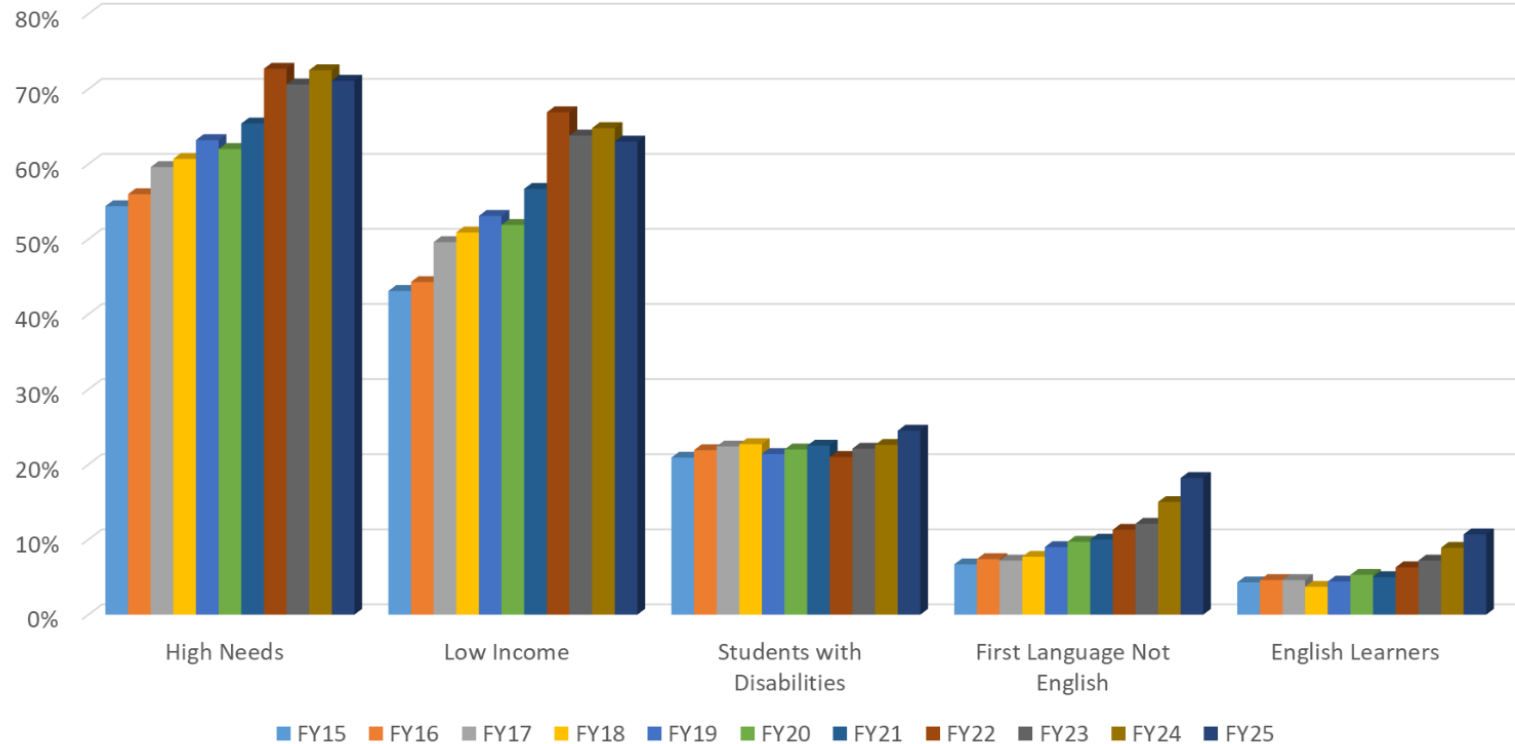
THE CHAIR CITY

Updated: April 7, 2025

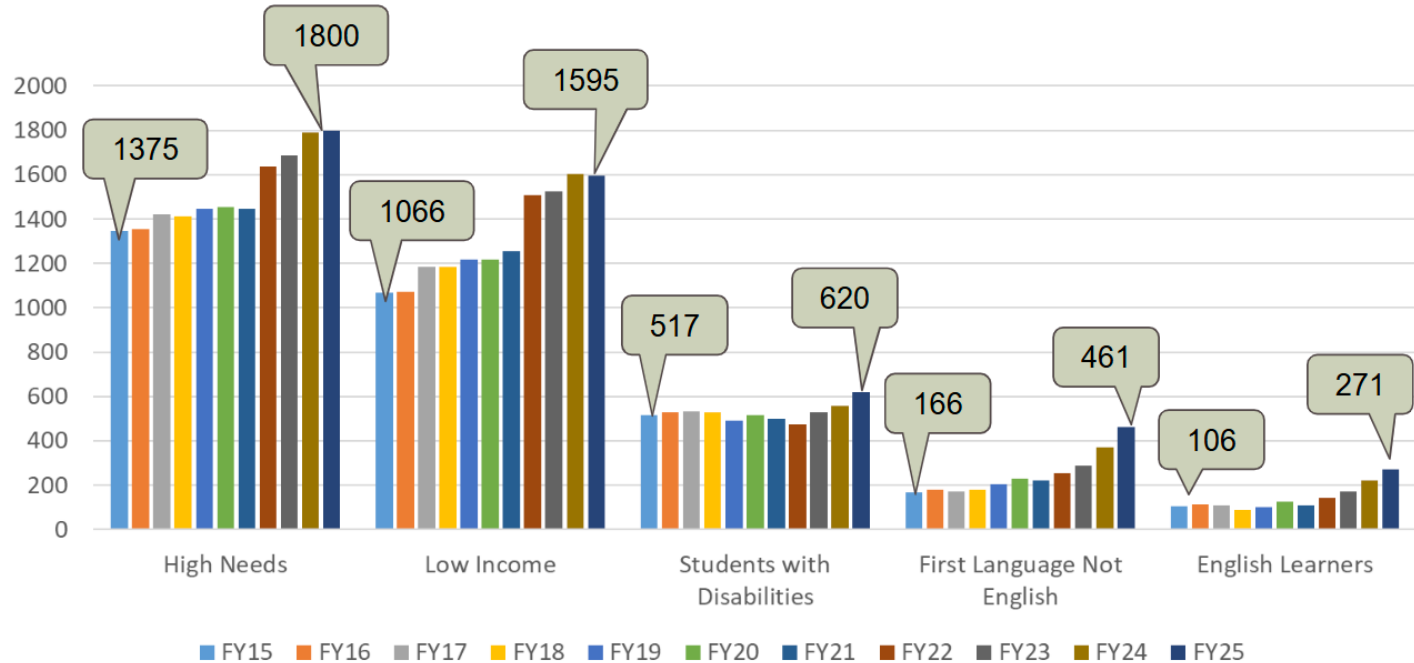
Increasing Enrollment



Changing Demographics

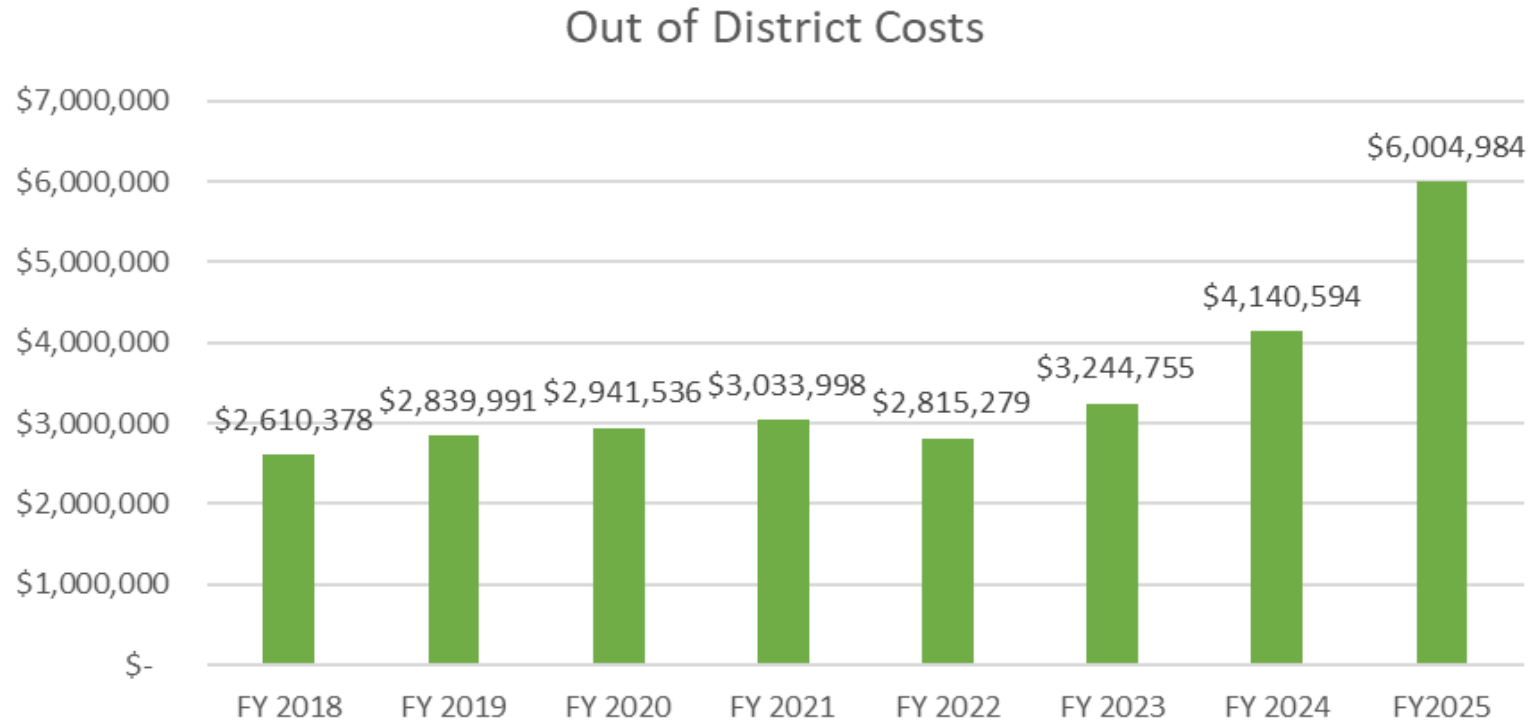


A Closer Look at Changing Demographics

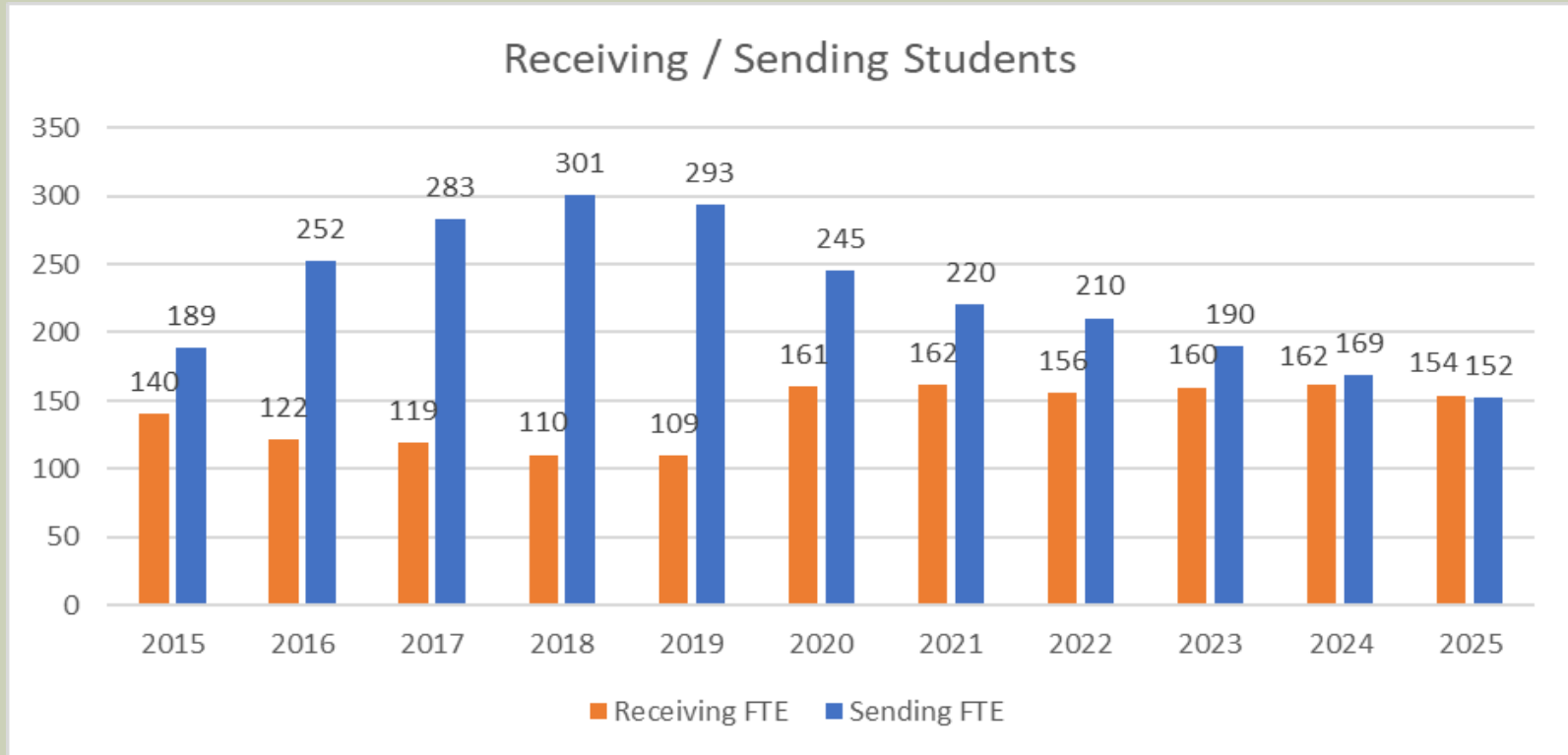


OUT OF DISTRICT PLACEMENT COSTS

Gardner Students not in Gardner Schools = Higher Expenses



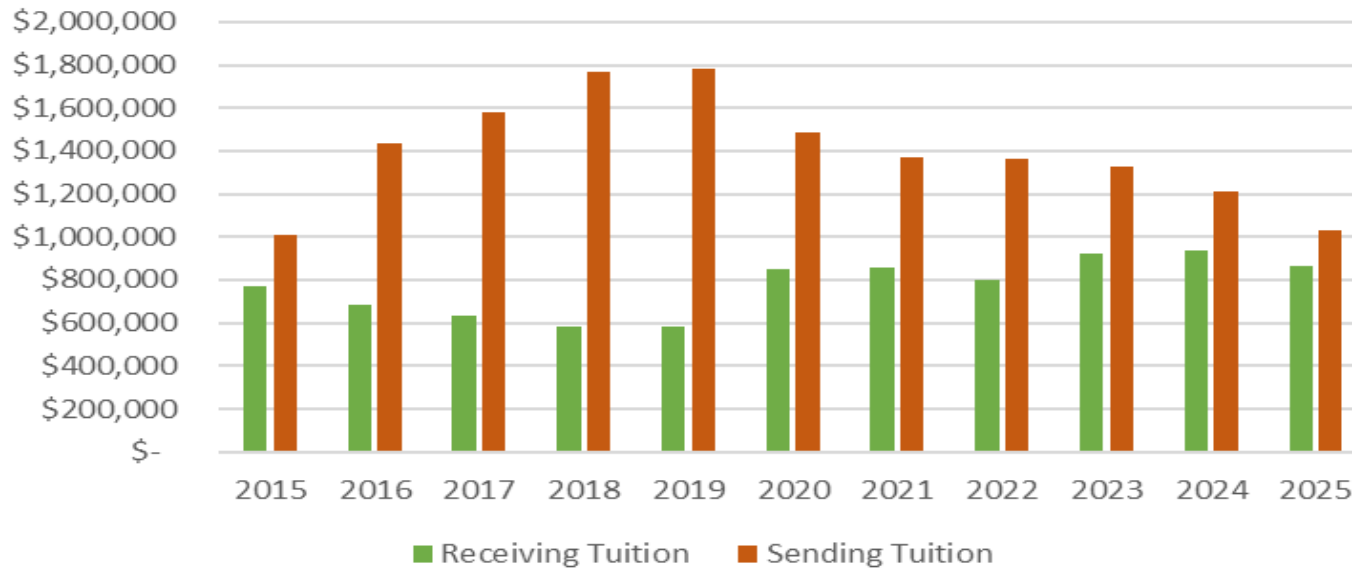
SCHOOL CHOICE Sending/Receiving



STUDENTS LEAVING DISTRICT

Gardner Students not in Gardner Schools = Higher Expenses

Receiving / Sending Tuition



	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Receive	\$ 773,133	\$ 681,949	\$ 632,310	\$ 580,179	\$ 586,012	\$ 848,537	\$ 856,992	\$ 801,909	\$ 924,790	\$ 933,907	\$ 861,585
Send	\$1,007,541	\$1,434,445	\$1,582,696	\$ 1,768,336	\$ 1,784,685	\$1,489,552	\$1,370,856	\$1,359,682	\$1,323,839	\$1,209,574	\$1,032,673
Difference	\$ (234,408)	\$ (752,496)	\$ (950,386)	\$ (1,188,157)	\$ (1,198,673)	\$ (641,015)	\$ (513,864)	\$ (557,773)	\$ (399,049)	\$ (275,667)	\$ (171,088)

BUDGET DEVELOPMENT

Principals and Directors

- Submit expense budgets, justifying expenses over level-services
- Submit lists of proposed expense reductions and additional staff
- Meet individually with Superintendent & Business Manager
- Meet with all Directors & Principals as a team to collaboratively develop a prioritized personnel budget that supports our goals
- Meet individually with Finance Subcommittee

Budget Restorations, Additions & Reductions

FY 2026 Budget Budget Restorations, Additions / (Reductions)

Budget Restorations & Adjustments - Increases / (decreases)

Department	Description	FTE	\$	Total	
1 Spec Ed	1:1 Para	2.0	31,000	62,000	Mandated
1 Spec Ed	1:1 RBT	2.0	36,000	72,000	Mandated
5 District	Building Maintenance Craftsma	1.0	65,000	65,000	Restoration

Total Budget Restorations & Adjustments - Increases / (decreases) 199,000

Budget Additions

Dept	Description	FTE	\$	Total	Notes
3 GES	Kindergarten SE Teacher	1.0	65,000	65,000	
4 GES	ESL Teacher	1.0	65,000	65,000	
		-		-	
Total Budget Additions		7.0	262,000	130,000	

Total Budget Reductions

-

Net Budget Additions / (reductions)

7.0

329,000

Salaries

	FY20 Budget	FY21 Budget	FY22 Budget	FY23 Budget	FY24 Budget	FY25 Budget	FY26 Budget	Change	%
PAYROLL ACCOUNTS									
Regular Education Instruction	\$ 8,976,128	\$ 8,880,967	\$ 8,987,193	\$ 9,691,814	\$ 9,945,950	10,200,363	\$ 10,986,103	\$ 785,740	7%
Special Education Instruction	\$ 4,602,347	\$ 4,873,752	\$ 4,918,799	\$ 6,059,225	\$ 6,848,587	\$ 7,248,384	\$ 8,018,377	\$ 769,993	10%
Support Services	\$ 2,060,586	\$ 1,892,241	\$ 1,999,357	\$ 2,419,194	\$ 2,611,995	\$ 2,712,106	\$ 2,895,178	\$ 183,073	6%
School Administration	\$ 1,752,265	\$ 1,804,998	\$ 1,827,919	\$ 2,015,557	\$ 2,033,889	\$ 2,556,724	\$ 2,287,263	\$ (269,461)	-12%
Central Administration	\$ 572,385	\$ 597,267	\$ 597,267	\$ 636,521	\$ 645,695	\$ 713,461	\$ 748,014	\$ 34,553	5%
Information Services	\$ 212,260	\$ 218,796	\$ 218,797	\$ 266,488	\$ 57,120	\$ -	\$ -	\$ -	-
Facilities	\$ 314,296	\$ 275,605	\$ 275,487	\$ 354,633	\$ 353,494	\$ 367,449	\$ 392,197	\$ 24,748	6%
Substitutes	\$ 212,000	\$ 217,000	\$ 217,000	\$ 217,000	\$ 217,000	\$ 217,000	\$ 322,600	\$ 105,600	33%
Total Payroll	\$ 18,702,267	\$ 18,760,626	\$ 19,041,819	\$ 21,660,431	\$ 22,713,732	\$ 24,015,487	\$ 25,649,732	\$ 1,634,245	6%

Expenses

	FY20 Budget	FY21 Budget	FY22 Budget	FY23 Budget	FY24 Budget	FY25 Budget	FY26 Budget	Change	%
EXPENSE ACCOUNTS									
Regular Education Instruction	\$ 164,726	\$ 206,189	\$ 219,421	\$ 230,795	\$ 243,274	\$ 290,746	\$ 299,329	\$ 8,583	3%
Special Education Instruction	\$ 171,206	\$ 177,219	\$ 179,701	\$ 202,494	\$ 220,097	\$ 428,341	\$ 426,453	\$ (1,888)	0%
Support Services	\$ 115,546	\$ 117,582	\$ 116,672	\$ 124,842	\$ 192,603	\$ 224,423	\$ 230,371	\$ 5,948	3%
Program/ Staff Development	\$ 51,629	\$ 83,335	\$ 69,897	\$ 81,460	\$ 94,025	\$ 146,270	\$ 101,175	\$ (45,095)	-45%
Other Programs (OOD)	\$ 1,182,464	\$ 1,129,361	\$ 880,610	\$ 1,041,887	\$ 1,795,878	\$ 2,528,835	\$ 2,286,159	\$ (242,676)	-11%
School Administration	\$ 166,718	\$ 168,609	\$ 171,080	\$ 167,330	\$ 180,712	\$ 203,623	\$ 206,711	\$ 3,088	1%
Central Administration	\$ 170,983	\$ 332,179	\$ 329,642	\$ 342,094	\$ 686,966	\$ 833,601	\$ 872,820	\$ 39,219	4%
Information Services	\$ 281,087	\$ 319,600	\$ 362,898	\$ 468,041	\$ 491,909	\$ 425,451	\$ 821,028	\$ 395,577	48%
Facilities	\$ 1,327,032	\$ 1,327,327	\$ 1,451,680	\$ 1,381,445	\$ 1,494,584	\$ 1,679,650	\$ 1,794,730	\$ 115,080	6%
Transportation	\$ 1,603,311	\$ 1,505,130	\$ 1,556,790	\$ 1,933,536	\$ 2,068,169	\$ 2,766,138	\$ 3,241,200	\$ 475,062	15%
Utilities	\$ 480,464	\$ 490,021	\$ 530,964	\$ 618,956	\$ 707,590	\$ 592,500	\$ 628,500	\$ 36,000	6%
Other Operations & Control Accts	\$ 372,502	\$ 275,761	\$ 717,174	\$ 296,639	\$ 428,039	\$ 237,906	\$ 315,109	\$ 77,203	25%
Total Expenses	\$ 6,087,668	\$ 6,132,313	\$ 6,586,529	\$ 6,889,520	\$ 8,603,846	\$ 10,357,484	\$ 11,223,585	\$ 866,101	8%

Costs That Do NOT Apply to Net School Spending

	Budgeted Costs that do not apply to NSS							
	FY20	FY22	FY23	FY24	FY25	FY26	Diff.	% Diff.
Regular Transportation	\$ 729,360	\$ 591,300	\$ 657,000	\$ 711,000	\$ 782,100	\$ 899,415	\$ 117,315	13%
McKinney Vento Transportation	\$ 185,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 180,000	\$ 180,000	\$ -	0%
Foster Care Transportation		\$ 110,000	\$ 157,000	\$ 110,000	\$ 200,000	\$ 200,000	\$ -	0%
SPED Transportation	\$ 688,951	\$ 825,490	\$ 1,029,536	\$ 1,157,169	\$ 1,564,993	\$ 1,837,000	\$ 272,007	15%
Crossing Guard Expense	\$ 600	\$ 600	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	0%
Crossing Guards	\$ 58,000	\$ 62,000	\$ 65,000	\$ 65,000	\$ 76,388	\$ 76,388	\$ -	0%
Bus Monitors	\$ 51,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 1,713,411	\$ 1,679,390	\$ 1,999,036	\$ 2,133,669	\$ 2,803,981	\$ 3,193,303	\$ 389,322	12%

Revenue Projection

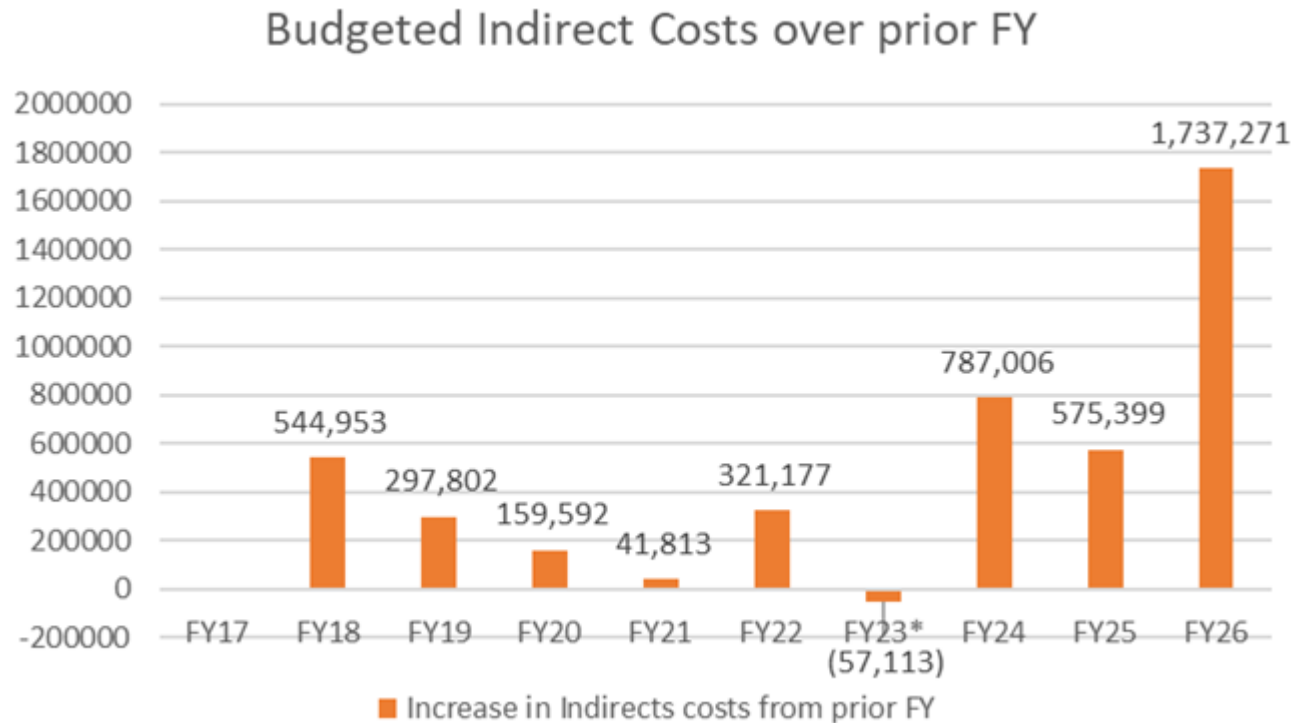
	FY21	FY22	FY23	FY24	FY25	FY26	Diff from prior
State Funding (CH. 70)	\$ 21,003,460	\$ 21,072,010	\$ 23,307,399	\$ 27,428,246	\$ 29,670,040	\$ 32,375,957	\$ 2,705,917
Required Net School Spending (NSS)	\$ 9,085,400	\$ 10,329,492	\$ 10,721,731	\$ 11,262,118	\$ 11,909,305	\$ 12,662,453	\$ 753,148
City Funding Over NSS	\$ 1,070,794	\$ 359,872	\$ 495,460	\$ -	\$ -	\$ 300,000	\$ 300,000
Homeless Emergency \$\$	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ (160,000)
Total Revenue	\$ 31,159,654	\$ 31,761,374	\$ 34,524,590	\$ 38,690,364	\$ 41,739,345	\$ 45,338,410	\$ 3,599,065

Where does the money go?

Where did the money go?

	New Revenue		New Expenses
Chapter 70	\$ 2,705,917	Salary	\$ 1,634,245
NSS	\$ 753,148	Expenses	\$ 943,261
Homeless \$\$	\$ (160,000)	Additions	\$ 219,000
Over NSS	\$ 300,000	Non NSS	\$ (460,482)
		Indirects	\$ 1,737,271
Total	\$ 3,599,065	Total	\$ 4,073,295
	\$ (474,230)		

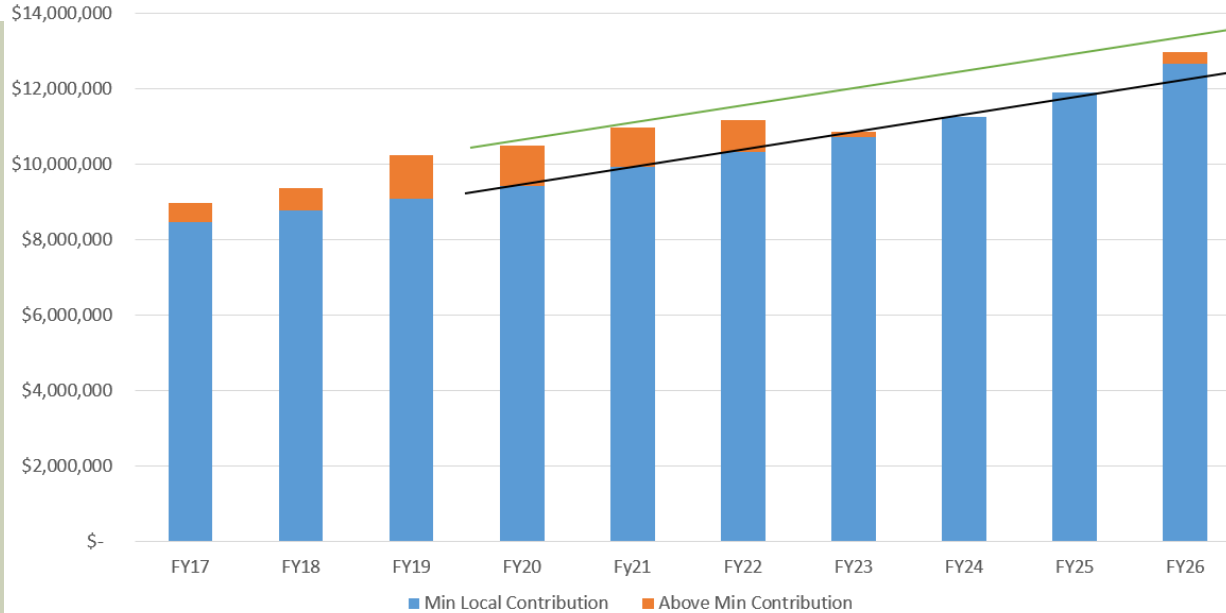
Indirect Costs



Balancing the Budget

	FY21	FY22	FY23	FY24	FY25	FY26	Diff from prior year	
Total Funding	31,474,597	31,761,374	34,524,590	38,690,364	41,739,345	45,338,410	3,599,065	7.9%
Total School Budget	24,789,935	25,628,349	28,619,951	31,316,678	34,476,971	37,202,317	2,725,346	7.3%
Non NSS	(1,713,411)	(1,679,390)	(1,999,036)	(2,133,669)	(2,803,981)	(3,193,303)	(389,322)	12.2%
City Indirect Costs	8,398,073	8,761,064	8,703,950	9,507,355	10,066,356	11,803,627	1,737,271	14.7%
Total Net School Spending	31,474,597	32,710,023	35,324,865	38,690,364	41,739,346	45,812,641	4,073,295	8.9%
	-	(948,649)	(800,275)	(0)	(1)	(474,231)	(474,230)	

Erosion of GPS Budget



	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Min Local Contribution	\$ 8,469,172	\$ 8,779,067	\$ 9,088,523	\$ 9,418,789	\$ 9,927,325	\$ 10,332,365	\$ 10,721,731	\$ 11,262,118	\$ 11,909,298	\$ 12,662,453
Above Min Contribution	\$ 500,632	\$ 584,884	\$ 1,147,500	\$ 1,070,794	\$ 1,039,462	\$ 834,962	\$ 125,421	\$ -	\$ -	\$ 300,000
Total	\$ 8,969,804	\$ 9,363,951	\$ 10,236,023	\$ 10,489,583	\$ 10,966,787	\$ 11,167,327	\$ 10,847,152	\$ 11,262,118	\$ 11,909,298	\$ 12,962,453
Increase to Min Contribution		\$ 309,895	\$ 309,456	\$ 330,266	\$ 508,536	\$ 405,040	\$ 389,366	\$ 540,387	\$ 647,180	\$ 753,155
Increase to Total		\$ 394,147	\$ 872,072	\$ 253,560	\$ 477,204	\$ 200,540	\$ (320,175)	\$ 414,966	\$ 647,180	\$ 1,053,155

FY26 Chapter 70 Determination of Required Contribution

Effort Goal		FY26 Increments Toward Goal	
1) 2024 equalized valuation	2,325,701,800	13) FY25 required local contribution	12,872,482
2) Uniform property percentage	0.3243%	14) Municipal revenue growth factor (DOR)	4.51%
3) Local effort from property wealth	7,541,626	15) FY26 preliminary contribution (13 raised by 14)	13,453,031
		16) Preliminary contribution pct of foundation (15 / 8)	27.85%
4) 2022 income	552,740,000	<i>If preliminary contribution is above the target share:</i>	
5) Uniform income percentage	1.5699%	17) Excess local effort (15 - 10)	
6) Local effort from income	8,677,305	18) 100% reduction toward target (17 x 100%)	
7) Combined effort yield (3 + 6)	16,218,931	19) FY26 required local contribution (15 - 18), capped at 90% of foundation	
		20) Contribution as percentage of foundation (19 / 8)	
8) FY26 Foundation budget	48,308,232	<i>If preliminary contribution is below the target share:</i>	
9) Maximum local contribution (82.5% * 8)	39,854,291	21) Shortfall from target local share (10 - 15)	2,765,900
10) Target local contribution (lesser of 7 or 9)	16,218,931	22) Shortfall percentage (11 - 16)	5.72%
		23) Added increment toward target (13 x 1% or 2%)*	128,725
11) Target local share (10 as % of 8)	33.57%	<i>*1% if shortfall is between 2.5% and 7.5%; 2% if shortfall > 7.5%</i>	
12) Target aid share (100% minus 11)	66.43%	24) Special increment toward 82.5% target**	0
		<i>**if combined effort yield > 175% foundation</i>	
		Combined effort yield as % of foundation	
		25) Shortfall from target after adding increments (10 - 15 - 23 - 24)	2,637,175
		26) FY26 required local contribution (15 + 23 + 24)	13,581,756
		27) Contribution as percentage of foundation (26 / 8)	28.11%

[See a listing of all 351 communities](#)

Other Considerations: Federal Grants

Grant Title	Amount	GPS FTE's	Other	Grant Period	Use of Funds
FY25 Title I	\$880,715	13.75	HFA Tutor, summer program	Upon Approval-9/30/2026	Providing students with equitable access to high-quality education through early literacy programming, professional development for staff, and family engagement.
FY25 Title II	\$100,427	0.50	HFA PD, Mentors, PD	Upon Approval-9/30/2026	Improving quality and effectiveness of staff for all students and increasing student achievement through mentorship and class-size reduction.
FY25 Title III	\$35,530	0.00	ESL services, PD, Stipends	Upon Approval-9/30/2026	Ensuring that English learners have the same access as all students to a high-quality education through professional development, family engagement and early literacy initiatives.
FY25 Title IV	\$64,554	0.60	HFA PD, supplies	Upon Approval-9/30/2026	Improving student achievement, school conditions and use of technology through software licensing, professional development for staff, and family engagement.
FY25 FC262 Early Childhood Spec Ed	\$39,704	0.96	preschool evals	Upon Approval-9/30/2026	Provides students with disabilities with free and appropriate education including related services.
FY25 FC240 Individuals with Disabilities Act	\$906,050	0.64	Stipends, PD, Summers, Collabs, homeschool	Upon Approval-9/30/2026	Ensures that students with disabilities receive education and services that protect their rights and prepare them for the future.
Total	\$2,026,980	16.45			

THE BOTTOM LINE

Funding Gap as of Today:
(assuming \$300,000 over NSS)

\$-474,231

Discussion and Vote

To approve the FY26 Gardner Public Schools budget
at \$37,676,548
(this number represents a deficit of \$0)

REGULAR MEETING OF MAY 19, 2025

Regular Meeting of the City Council was held in the City Council Chamber, Room 219, City Hall, on Monday evening, May 19, 2025.

CALL TO ORDER

President Geoge Tyros called the meeting to order at 7:30 o'clock p.m.

CALL OF THE ROLL

City Clerk Titi Siriphan called the Roll of Members. Nine (9) Councillors were present including President George Tyros and Councillors Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Elizabeth Kazinskas, Judy Mack, and David Thibault-Muñoz. Councillors Calvin Brooks, and Paul Tassone were absent.

OPENING PRAYER**PLEDGE OF ALLEGIANCE**

President Tyros led the Council in reciting the "Pledge of Allegiance".

OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT

President Tyros announced to the assembly that the Open Meeting Recording and Public Records Announcement. Any person may make a video or audio recording of an open session of a meeting or may transmit the meeting through any medium subject to reasonable requirements of the chair as to the number placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recordings shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the chair as they become part of the meeting minutes pursuant to General Law Chapter 38 Section 20.

READING & ACCEPTANCE OF MINUTES

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Craig Cormier, it was voted, nine (9) yeas, President George Tyros and Councillors Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Elizabeth Kazinskas, Judy Mack, and David Thibault-Muñoz to waive the reading and accept the minutes of April 7, 2025, Regular Meeting.

Councillor Brad Heglin mentioned that there is a correction on item #11515 - A Resolution of disapproval and opposition to the proposed Building Department fee increases. The vote was a roll call and should be eight (8) yeas, two (2) nays.

REGULAR MEETING OF MAY 19, 2025

City Clerk Titi Siriphan noted the error and will correct the information before publishing the minutes.

On a motion made by Councillor Brad Heglin and seconded by Councillor Brad Heglin, it was voted, nine (9) yeas, President George Tyros and Councillors Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Elizabeth Kazinskas, Judy Mack, and David Thibault-Muñoz to waive the reading and accept the minutes, as amended, of April 7, 2025, Regular Meeting.

COMMUNICATIONS FROM THE MAYOR
ORDERS

#11538

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Aleksander Dernalowicz, it was voted to place on file, *A Communication from the Mayor Regarding the FY2026 Budget Proposal*.

Councillor Elizabeth Kazinskas stated that at the July 2022 meeting, some Councillors at the time voiced support for a salary study, however the Mayor also voiced support for a salary study, which is not the same as the City Council making a request or taking a vote. The point the City Council was making in 2022 was that if they were going to be asked to support salary increases beyond COLA's, then there needs to be good and well documented justification for that, and she thinks that is still the case.

9 yeas, motion passes.

#11549

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *A Measure Authorizing FY2026 Revolving Funds, pursuant to MGL Ch44, §53E ½ for the Fiscal Year beginning July 1, 2025, to June 30, 2026*.

9 yeas, motion passes.

#11540

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the

REGULAR MEETING OF MAY 19, 2025

budget, *An Order Appropriating the Sum of \$50,590.00 from Available Funds- Parking Meter Receipts Reserved to Various Accounts for the Fiscal Year Beginning July 1, 2025, to June 30, 2026.*

9 yeas, motion passes.

#11541

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order Appropriating the Sum of \$512,699.17 from Sewer Surplus/Retained Earnings to fund the FY2026 Revenue Budget.*

9 yeas, motion passes.

#11542

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order Appropriating the Sum of \$232,406.71 from Water Surplus/Retained Earnings to fund the FY2026 Revenue Budget.*

9 yeas, motion passes.

#11543

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order Appropriating the sum of \$94,310.00 from Landfill Surplus/Retained Earnings to Fund the FY2026 Revenue Budget.*

9 yeas, motion passes.

#11544

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the

REGULAR MEETING OF MAY 19, 2025

budget, *An Order Appropriating the Sum of \$264,092.00 From Available Funds- Cable Commission Fees Reserved to Cable Commission Budget.*

9 yeas, motion passes.

#11545

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order Appropriating Various Sums of Money totaling \$12,211,026.00 from Available Enterprise Funds- Various Receipts Reserved to Various Accounts for the Fiscal Year Beginning July 1, 2025, to June 30, 2026.*

9 yeas, motion passes.

#11546

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order to Raise And Appropriate The Sum Of \$36,715,187.00 For School Department Budget For The Fiscal Year Beginning July 1, 2025 To June 30, 2026.*

9 yeas, motion passes.

#11547

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the budget, *An Order to Raise And Appropriate The Sum Of \$29,332,133.00 For The Various Department Of The City For The Expense Budget For The Fiscal Year Beginning July 1, 2025, To June 30, 2026.*

9 yeas, motion passes.

#11548

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to refer to the Committee of the Whole, schedule an informal meeting for the budget and that the subcommittees of the Council meet on their respective parts of the

REGULAR MEETING OF MAY 19, 2025

budget, *An Order to Raise And Appropriate The Sum Of \$14,587,314.00 For The Various Department Of The City For The Salary And Labor Budget For The Fiscal Year Beginning July 1, 2025, To June 30, 2026.*

9 yeas, motion passes.

COMMUNICATIONS FROM THE MAYOR
ORDINANCES

#11539

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Dana Heath, it was voted to refer to the Committee of the Whole, *An Ordinance to Amend the City of Gardner, Chapter 8, thereof entitled "Personnel," to replace Attachment 1, Schedule E, thereof entitled "Non-Union Compensation Schedule"*.

9 yeas, motion passes.

PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

#11550

State Representative Jonathan Zlotnik informed the Council of the State Budget update:

- 40% - 45% of the city's money for the budget comes from state aid, not including various programs and grants.
- This is the 13th budget he has participated in of the House of Representatives.
- The states stabilization fund sits at a healthy \$8 billion by the end of FY2026.
- By budget percentage, only four states have a bigger stabilization fund than Massachusetts, and by dollar amount, it is the third highest in the country.
- The house passed a budget with no new taxes and continuing the tax cuts that were passed during the last fiscal year.
- Representative Zlotnik mentioned the senior circuit breaker tax. It is not utilized enough, and it is something that you have to go after. This tax cut package has doubled the amount. How the program works is if the amount you pay in local taxes as a property owner, a certain amount of your income as a senior citizen, the circuit breaker flips and you can get money from the state to help offset that.
- He encourages people to look at the list that includes child care tax, rebates and estate tax changes that people should take advantage of.
- \$32 million has been approved by the state in financial aid for public school systems. Gardner will receive around \$5.2 - \$5.3 million.

REGULAR MEETING OF MAY 19, 2025

- Some Gardner highlights, there has been a slight increase to the regional transit authority for the continuation of fair free rides.
- Continued support to the Gardner CAC.
- Continued support of Gardner Veteran Services.

President George Tyros reminded the public that they are more than welcomed to reach out to Councillors if they have any questions about the state budget and how that affects our city, and that State Representative has an office at city hall and that his contact information can be found on the city's website.

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Aleksander Dernalowicz, it was voted to place on file, after the presentation, of the *State Budget Update from State Representative Jonathan Zlotnik*.

9 yeas, motion passes.

REPORTS OF STANDING COMMITTEE
FINANCE COMMITTEE

#11507

On a motion made by Councillor Judy Mack and seconded by Councillor Aleksander Dernalowicz, it was voted to rescind the vote on item # 11382 that was taken on September 24, 2025, in regard to honoring the late Councillor Ronald Cormier. At the request of his family and recommendation of the committee that was formed to give suggestions to the Finance Committee, that a plaque be purchased in placed in a spot of honor in the Council Chamber.

Councillor Craig Cormier abstained.

8 yeas, motion passes.

#11517

On a motion made by Councillor Brad Heglin and seconded by Councillor Aleksander Dernalowicz, it was voted to place on file, *A proposal by President Tyros that the City Council discuss the City's current sexual harassment policy and other city policies*.

9 yeas, motion passes.

REGULAR MEETING OF MAY 19, 2025

#11537

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Brad Heglin, it was voted to grant the order:

A MEASURE AUTHORIZING THE GARDNER COMMUNITY ACTION COMMITTEE TO CONSTRUCT ALTERATIONS TO THEIR LEASED SPACE AT THE WATERFORD COMMUNITY CENTER

VOTED: Pursuant to Section 8 of the Grant Lease Agreement signed between the City of Gardner and the Gardner Community Action Team, authorization is hereby granted to alter and/or modify portions of the space leased to the Gardner Community Action Team through the construction of a wall located at the entrance to the hallway of their leased space.

9 yeas, motion passes.

REPORTS OF STANDING COMMITTEE
APPOINTMENTS COMMITTEE

#11475

On a motion made by Councillor Brad Heglin and seconded by Councillor Aleksander Dernalowicz, it was voted to confirm the Mayor's appointment, *A Measure Confirming the Mayor's Appointment of Jason Stevens, to the position of Director of Community Development & Planning, for term expiring January 16, 2026.*

9 yeas, motion passes.

#11495

On a motion made by Councillor Dana Heath and seconded by Councillor Brad Heglin, it was voted to confirm the Mayor's appointment, *A Measure Confirming the Mayor's Appointment of Michael Budwick, to the position of Golf Commission Member for term expiring January 16, 2028.*

Councillor Elizabeth Kazinskas recused herself due to a conflict of interest.

8 yeas, motion passes.

REGULAR MEETING OF MAY 19, 2025

#11509

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Brad Heglin, it was voted to confirm the Mayor's appointment, *A Measure Confirming the Mayor's Appointment of Brian Hall, to the position of Conservation Commission Member, for term expiring March 6, 2028.*

9 yeas, motion passes.

REPORTS OF STANDING COMMITTEE
ECONOMIC AND COMMUNITY DEVELOPMENT

#11510

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Dana Heath, it was voted to grant the order:

AN ORDER CREATING A NEW POSITION TO BE ENTITLED "ECONOMIC DEVELOPMENT AND FINANCE MANAGER," FOR THE COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT AND TO APPROVE THE JOB DESCRIPTION FOR SAID POSITION

ORDERED: Pursuant to Section 6 of Chapter 3 of the Code of the City of Gardner, as amended on December 16, 2024, the position of "Economic Development and Finance Manager," be created for the Department of Community Development and Planning, in accordance with the attached Job Description.

9 yeas, motion passes.

#11511

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Aleksander Dernalowicz, it was voted, as amended, the salary from \$75,000.00 to \$85,000.00, to send to first printing the ordinance:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171, THEREOF ENTITLED PERSONNEL, TO AMEND THE ATTACHEMENT E, THEREOF ENTITLED "NON-UNION COMPENSATION SCHEDULE" TO ADD THE POSITION OF "ECONOMIC DEVELOPMENT AND FINANCE MANAGER"

Be it ordained by the City Council of the City of Gardner as follows:



REGULAR MEETING OF MAY 19, 2025

Section 1: That the following be deleted from Attachment E of Chapter 171 of the Code of the City of Gardner, thereof entitled “Non-Union Compensation Schedule”

B. Non-Union Direct and Supervisory Staff Positions

Position	Grade	Annual	Weekly
Economic Development Coordinator		65,453.39	\$1,258.72

Section 2: That the following be deleted from Attachment E of Chapter 171 of the Code of the City of Gardner, thereof entitled “Non-Union Compensation Schedule”

C. Non-Union Staff Positions

Position	Grade	Hourly
Budget/Project Manager		City \$1.22
		GRA \$0.72
		CDBG \$25.60
		Total: \$27.55

Section 3: That the following be added from Attachment E of Chapter 171 of the Code of the City of Gardner, thereof entitled “Non-Union Compensation Schedule”

B. Non-Union Direct and Supervisory Staff Positions

Position		Annual	Weekly
Economic Development and Finance Manager	City	\$59,500.00	\$1,634.62
	CDBG	\$25,500.00	
	Total:	\$85,000.00	

Section 4: This ordinance shall take effect upon passage and publication as required by law.

9 yeas, motion passes.

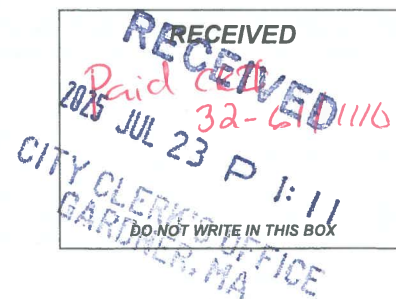
ADJOURNMENT

On a motion by Councillor Dana Heath and seconded by Councillor Craig Cormier, it was voted, to adjourn at 8:39 p.m.



CITY OF GARDNER MASSACHUSETTS 01440

95 PLEASANT STREET – ROOM 121
TELEPHONE (978) 630-4058
FACSIMILE (978) 630-2589



APPLICATION FOR LICENSE TO COLLECT OR DEAL IN SECOND HAND ARTICLES

☐ New ☒ Renewal ☐ Change of Location

APPLICANT INFORMATION

Applicant / Licensee Name: GameSto, Inc.
Applicant / Licensee Address: 625 Westport Pkwy., Grapevine, TX 76051
Applicant / Licensee phone number(s): 817-424-2000
Applicant / Licensee E-mail: Licensingandsalestax@gamestop.com
Social Security number: _____ OR Business FID number 41-1609563

ESTABLISHMENT INFORMATION

Establishment Name: GameStop #3725
Establishment address (Current): 376 Timany Blvd., Gardner, MA 01440
Establishment address (New, if applicable): Licensingandsalestax@gamestop.com
Establishment Phone: 976-630-0282
On-Site manager / contact person: Tom Clark-Mason
For which type of license(s) are you applying? SecondHand Dealer License

Check all that apply to this Application:

- ☐ **SECONDHAND COLLECTOR** has the same meaning as the term "junk collector" in MGL c.140, § 56.
☒ **SECONDHAND DEALER** has the same meaning as the term "junk dealer" and "keeper of a shop for the purchase, sale or barter of junk, old metals or secondhand articles" in MGL c. 140, § 54.

What types of articles will be purchased, stored, and/or sold? _____
Retail Sales of New/Used video games, consoles, electronic device & accessories

Where at the licensed address will the articles be stored, displayed, etc? _____

Massachusetts Sales & Use Tax Registration number: 1890082816
(Attach a copy of your Massachusetts Sales & Use Tax Registration Certificate)

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

I HAVE RECEIVED AND READ THE PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 140, §§54-56, §§202-205 AND CHAPTER 450 OF THE CODE OF THE CITY OF GARDNER GOVERNING JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES:

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.



INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE
OFFICER OR APPLICANT

DATE SIGNED 01-17-25

NOTICE: THE FILING OF THIS APPLICATION CONFERS NO RIGHTS ON THE PART OF THE APPLICANT TO UNDERTAKE ANY ACTIVITIES UNTIL THE LICENSE HAS BEEN GRANTED. THE ISSUANCE OF A LICENSE UNDER THIS SECTION OR SECTIONS IS SUBJECT TO THE APPLICANT'S COMPLIANCE WITH ALL OTHER APPLICABLE FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES, BYLAWS, RULES OR REGULATIONS. THE LICENSING AUTHORITY RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION IT REASONABLY DEEMS APPROPRIATE FOR THE PURPOSE OF DETERMINING THE TERMS AND CONDITIONS OF THE LICENSE AND ITS DECISION TO ISSUE A LICENSE. THE PROVISIONS OF G.L. C.152 MAY REQUIRE THE FILING OF A WORKERS' COMPENSATION INSURANCE AFFIDAVIT WITH THIS APPLICATION. FAILURE TO FILE THE AFFIDAVIT, ALONG WITH ANY OTHER REQUIRED INFORMATION AND/OR DOCUMENTATION, SHALL BE SUFFICIENT CAUSE FOR THE DENIAL OF THE LICENSE APPLICATION.

LICENSE APPLICATION PROCESSING FEE MUST BE SUBMITTED WITH THIS FORM. MAKE CHECK PAYABLE TO CITY OF GARDNER. MAIL COMPLETED APPLICATION FORMS AND THE WORKERS' COMPENSATION AFFIDAVIT AND CHECK TO: CITY CLERK, 95 PLEASANT STREET, ROOM 121, GARDNER, MA 01440-2690.

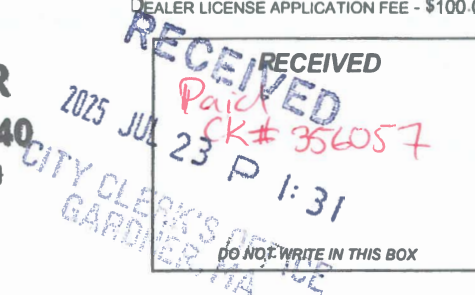
**JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES LICENSES
EXPIRE ON APRIL 30TH ANNUALLY.**



CITY OF GARDNER MASSACHUSETTS 01440

95 PLEASANT STREET - ROOM 121
TELEPHONE (978) 630-4058
FACSIMILE (978) 630-2589

COLLECTOR LICENSE APPLICATION FEE - \$30.00
DEALER LICENSE APPLICATION FEE - \$100.00



APPLICATION FOR LICENSE TO COLLECT OR DEAL IN SECOND HAND ARTICLES

☐ New ☒ Renewal ☐ Change of Location

APPLICANT INFORMATION

Applicant / Licensee Name: EcoATM LLC
Applicant / Licensee Address: (MAILING) 10121 BARNES CANYON RD, SAN DIEGO, CA 92121
Applicant / Licensee phone number(s): 858-766-7250
Applicant / Licensee E-mail: sean.flaherty@ecoatm.com
Social Security number: _____ **OR** Business FID number 26-3879952

ESTABLISHMENT INFORMATION

Establishment Name: EcoATM LLC
Establishment address (Current): 677 Timpany Blvd, Gardner, MA 01440 (Inside Walmart2155)
Establishment address (New, if applicable): _____
Establishment Phone: 858-766-7250
On-Site manager / contact person: Sean Flaherty
For which type of license(s) are you applying? Secondhand Dealer

Check all that apply to this Application:

- ☐ **SECONDHAND COLLECTOR** has the same meaning as the term "junk collector" in MGL c.140, § 56.
- ☐ **SECONDHAND DEALER** has the same meaning as the term "junk dealer" and "keeper of a shop for the purchase, sale or barter of junk, old metals or secondhand articles" in MGL c. 140, § 54.

What types of articles will be purchased, stored, and/or sold? _____
self-serve, automated kiosk that buys used electronics, no sales or employees

Where at the licensed address will the articles be stored, displayed, etc? _____
Inside kiosk machine

Massachusetts Sales & Use Tax Registration number: N/A
(Attach a copy of your Massachusetts Sales & Use Tax Registration Certificate)

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

I HAVE RECEIVED AND READ THE PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 140, §§54-56, §§202-205 AND CHAPTER 450 OF THE CODE OF THE CITY OF GARDNER GOVERNING JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES:

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.



DATE SIGNED 6/4/2025

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE
OFFICER OR APPLICANT

NOTICE: THE FILING OF THIS APPLICATION CONFERS NO RIGHTS ON THE PART OF THE APPLICANT TO UNDERTAKE ANY ACTIVITIES UNTIL THE LICENSE HAS BEEN GRANTED. THE ISSUANCE OF A LICENSE UNDER THIS SECTION OR SECTIONS IS SUBJECT TO THE APPLICANT'S COMPLIANCE WITH ALL OTHER APPLICABLE FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES, BYLAWS, RULES OR REGULATIONS. THE LICENSING AUTHORITY RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION IT REASONABLY DEEMS APPROPRIATE FOR THE PURPOSE OF DETERMINING THE TERMS AND CONDITIONS OF THE LICENSE AND ITS DECISION TO ISSUE A LICENSE. THE PROVISIONS OF G.L. C.152 MAY REQUIRE THE FILING OF A WORKERS' COMPENSATION INSURANCE AFFIDAVIT WITH THIS APPLICATION. FAILURE TO FILE THE AFFIDAVIT, ALONG WITH ANY OTHER REQUIRED INFORMATION AND/OR DOCUMENTATION, SHALL BE SUFFICIENT CAUSE FOR THE DENIAL OF THE LICENSE APPLICATION.

LICENSE APPLICATION PROCESSING FEE MUST BE SUBMITTED WITH THIS FORM. MAKE CHECK PAYABLE TO CITY OF GARDNER. MAIL COMPLETED APPLICATION FORMS AND THE WORKERS' COMPENSATION AFFIDAVIT AND CHECK TO: CITY CLERK, 95 PLEASANT STREET, ROOM 121, GARDNER, MA 01440-2690.

**JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES LICENSES
EXPIRE ON APRIL 30TH ANNUALLY.**

CITY OF GARDNER**DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING**

Manca Annex, 115 Pleasant Street, Room 201, Gardner, MA 01440

Telephone: (978) 630-4014 ♦ Fax: (978) 632-1905

**PLANNING BOARD REVIEW & RECOMMENDATION**

To: Titi Siriphan – City Clerk

Cc: George Tyros – President, City Council

From: Jason Stevens – Director, Community Development & Planning

Date: July 9, 2025

Re: *Item 11591 – Planning Board Referral & Recommendation*

To all parties,

Following the joint public meeting held on Monday, July 7, 2025, between the City Council and the Planning Board to review Item 11591, - *An Ordinance to Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay*, the Planning Board hereby issues its formal recommendation.

The Planning Board recommends the adoption of the ordinance as presented and respectfully submits this recommendation to the City Council for its final consideration and action.

Thank you,

Jason Stevens

Director of Community Development & Planning

Gardner City Hall

115 Pleasant Street, Room 201

Gardner, MA 01440



CITY of GARDNER
Office of the City Clerk
95 Pleasant Street, Room 121
Gardner, MA 01440
*Tel. 978-630-4058 *Fax: 978-630-2589

CITY OF GARDNER
NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct a **Joint Public Hearing** on **Monday, July 7, 2025 at 7:00 P.M.** in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing item:

11591 - An Ordinance to Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay. *(Submitted by Atty. Christine Tree)*

Information regarding these amendments and associated maps are available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage – www.gardner-ma.gov.

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Titi Siriphan
City Clerk



Christine Tree Legal

Christine M. Tree
ctree@christinetreelegal.com

May 27, 2025

Titi Siriphan, City Clerk
95 Pleasant Street #121
Gardner, MA 01440

Re: Petition for Zoning Map Amendment, Parcel W32-5-5 Dinan Drive/Zub Lane
CB Realty Trust, Bruce Blessington, Trustee
Withdrawal and Refiling of Petition

Dear Ms. Siriphan:

Enclosed please find a Petition for Zoning Map Amendment on behalf of my client, Bruce Blessington.

This Petition is identical to the Petition filed for Mr. Blessington on Friday, May 16, 2025. Please withdraw the prior Petition and accept this identical Petition for refiling.

The withdrawal and refiling of this Petition is due to the timing limitations under M.G.L. c. 40A §5 for City Council referral of a Zoning Petition to the Planning Board within 14 days of receipt. At the June 2, 2025 City Council meeting, this Petition should be referred by City Council to the Planning Board, and a joint public hearing scheduled within 65 days after the referral to the Planning Board. My client's preference is that the joint public hearing be scheduled for June 30 or July 7, 2025, if possible. Please ensure that this Petition is on the City Council Agenda for the June 2, 2025 meeting.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Christine M. Tree, Esq.

CMT/cah
Enclosures

TO THE HONOURABLE CITY COUNCIL OF THE CITY OF GARDNER

Ladies and Gentlemen:

The undersigned, CB Realty Trust u/d/t dated February 27, 2002, by its Trustee, Bruce Blessington, hereby Petitions your Honorable Body to:

Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay, as follows:

Assessor's Map/Lot/Block	Property Address	Current Zoning District	Proposed Zoning District
W32-5-5	Dinan Drive	COM1	IND1, Summit Solar Overlay

The Parcel contains approximately 6.13 acres and currently lies in the Commercial 1 Zoning District. The Parcel is undeveloped. It is abutted to the north and west by the Industrial 1 Zoning District with a Summit Solar Overlay District, to the south by the Rural Residential 2 District, and to the east by the remainder of the Commercial 1 Zoning District. There is an area zoned Industrial 2 to the southeast of the Parcel, but not abutting.

The proposed amendment to the zoning map will effectively move the zoning district boundary for Industrial 1 to the south, removing the Parcel from the Commercial 1 Zoning District and adding the Parcel to the abutting Industrial 1 Zoning District with Summit Solar Overlay, otherwise known as the Summit Industrial Park. If allowed, the zoning map amendment will permit industrial development of the Parcel in harmony with expansion of the Summit Industrial Park, and the Petitioner's existing manufacturing business, Blessington Corporation, at their abutting parcel, 77 Zub Lane (Assessor's Map W32-5-14A). Blessington Corporation, established in 1993, is a privately owned commercial millwork manufacturer located in Gardner. The business specializes in the fabrication and installation of architectural millwork for union and non-union projects throughout New England. Their capabilities include fabrication, design consultation, CAD drawings and budgeting, field measurements and job site coordination, delivery, installation, project management, and post-sale responsibility. Blessington Corporation has been located at 77 Zub Lane in Gardner since 2002 and employs over 20 employees. The proposed zoning map amendment would permit expansion or creation of a similar business concern on the portion of the Parcel nearest their existing building, utilizing the parking areas and interior ways existing in the industrial complex.

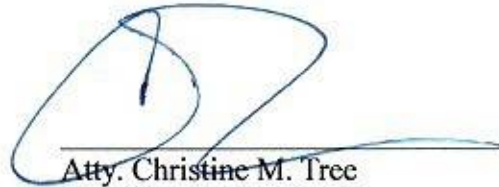
The Parcel lies at the dead end of Dinan Drive, and borders the Garden Gate apartment complex, a large multifamily development of multiple buildings. Where industrially zoned vacant land in Gardner is limited, amending the zoning map would expand potential economic development,

industry and opportunities in Garder, with the potential for increase in property tax revenue and employment for Gardner. These uses can be implemented without substantial disruption to the existing multifamily development, and are in furtherance of the declared purpose of the Zoning Ordinance "to encourage the most appropriate use of land throughout the City."

No new lot boundaries are created by this proposed amendment, merely the reclassification of an existing parcel. A copy of the recorded survey plan for this parcel is attached.

The Petitioner, CB Realty Trust, by its Trustee Bruce Blessington, is the owner of Parcel W32-5-5, which parcel is to be affected by the zoning map amendment pursuant to M.G.L. c. 40A §5, and is therefore eligible to submit this Petition for a zoning map amendment.

Respectfully submitted,
CB Realty Trust
Bruce Blessington, Trustee
By its counsel,

A handwritten signature in blue ink, appearing to be "Christine M. Tree", written over a horizontal line.

Atty. Christine M. Tree
Christine Tree Legal
515 Main Street, Suite 1R
Fitchburg, MA 01420
(978) 348-2560
ctree@christinetreelegal.com

18-256



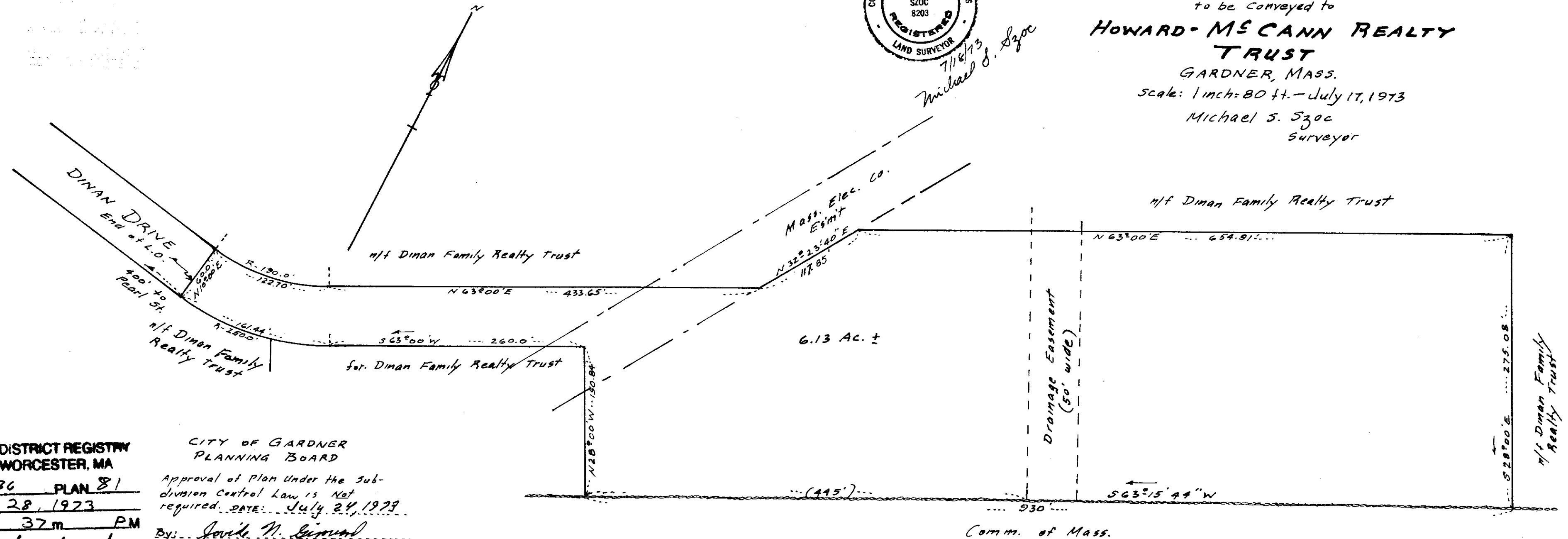
7/18/73
Michael S. Szoc

PLAN OF LAND
to be conveyed to
HOWARD-McCANN REALTY TRUST

GARDNER, MASS.

Scale: 1 inch = 80 ft. - July 17, 1973

Michael S. Szoc
Surveyor



WORCESTER DISTRICT REGISTRY
OF DEEDS-WORCESTER, MA

PLAN BOOK 386 PLAN 81
Received Aug. 28, 1973

2 h 37 m PM
Sheet 1 of 1

TEST:

Anthony J. Givens
Register

CITY OF GARDNER
PLANNING BOARD

Approval of Plan under the Sub-
division Control Law is Not
required. DATE: July 24, 1973

By: *Josiah N. Leonard*
Being the Auth. Agent

Comm. of Mass.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

May 23, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: A Measure Creating a revolving account for LifeLine Service Activities, under the provisions of Chapter 44, Sec 53 E ½ of the General Laws of the Commonwealth, to be managed and overseen by the Gardner Senior Center, for which the balance shall not exceed \$20,000.00

Dear Mr. President and Councilors,

Recently, the Gardner Senior Center began to manage the services for the North Central/North Quabbin Lifeline Program.

This program is funded by subscription costs for those utilizing the programs services. As such, the Administration is requesting that a revolving fund be created in order to allow the subscription fees to be directly deposited into the account and have all expense paid from the revenue the fees collect.

Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

CITY OF GARDNER

MASSACHUSETTS 01440

COUNCIL ON AGING

Charles P. McKean Building
294 Pleasant Street



T: (978) 630-4067
F: (978) 632-5965

May 5, 2025

Mayor Michael J. Nicholson
City of Gardner
95 Pleasant Street
Gardner, Massachusetts 01440

Dear Mayor Nicholson,

This past March, the Gardner Senior Center began to manage the North Centra/Morth Quabbin Lifeline Program. In effect our role is to document subscriber information including new subscriber enrollments and cancellations of the service, receive and track payments by subscribers, maintain equipment inventories and deploy equipment, and dispatch volunteers for basic troubleshooting service calls. The Gardner Senior Center and our volunteers are not responsible for emergency calls or extensive service related visits.

As we discussed, the Gardner Senior Center is requesting the establishment of a Revolving Fund to allow us to better segregate and track income and expenses for this program apart from our normal program revenues. I have also talked with City Auditor John Richard about the program and management of these funds.

I have attached the prerequisite Revolving Fund Authorization should you decide this is an appropriate request.

Please feel free to contact me should you have any questions regarding this request. I thank you in advance for your time and consideration in this matter.

Sincerely

Director

Cc: Ronald Darmetka, Chair, Gardner Council on Aging
Terri Hillman, Treasurer, Gardner Council on Aging

COUNCIL ON AGING DEPARTMENT
LIFELINE SERVICE ACTIVITIES
REVOLVING FUND M.G.L. CH.44, S.53E½

VOTED: To authorize and direct the City Treasurer to establish a revolving fund in accordance with M.G.L. Chapter 44, section 53E½ for salaries and expenses relating to lifeline service activities at the Senior Center.

Monies received from subscription fees at the Senior Center shall be credited to this fund. As per M.G.L., interest earned on this fund shall be treated as general fund revenue.

The Council on Aging Department is authorized to expend from this fund and is limited to a total amount not to exceed any available balance or twenty thousand dollars (\$20,000.00), whichever is less.

The Council on Aging Department shall report annually to the Mayor and City Council the total amount of receipts and expenditures for the prior fiscal year and for the current fiscal year through December 31st, along with any other information that City Council may by vote require.

In the event this fund is not reauthorized for the following fiscal year or the city changes the purpose of the revolving fund, the balance in the fund shall revert to surplus revenue, unless City Council and the Mayor vote to transfer the funds to another revolving fund established in accordance with M.G.L. Chapter 44, section 53E½.

COUNCIL ON AGING

Charles P. McKean Building
294 Pleasant Street



T: (978) 630-4067
F: (978) 632-5965

July 3, 2025

Mayor Michael J. Nicholson
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Dear Mayor Nicholson,

In response to the Gardner City Council Finance Committee's recent request for information and documentation regarding the LIFELINE Program, I am sending along the following:

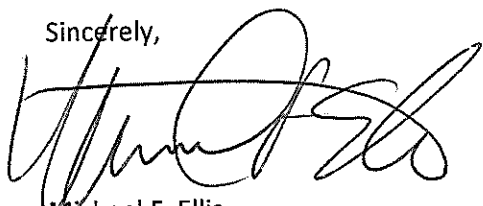
1. Assignment and Novation Agreement between Athol (Heywood) Hospital, The Gardner Senior Center (City of Gardner), and Lifeline Systems Company which transfers the program to the Gardner Senior Center with reference to the original Remote Monitoring Services Agreement and related attachments and addendums dated 2/26/2025.
2. Phillips Lifeline Remote Monitoring Services Agreement dated January 11, 2019 (amended by the Assignment and Novation Agreement referenced in item 1).
3. Addendum 1 to the Phillips Lifeline Remote Monitoring Services Agreement (revised 6-18-14)
4. Schedule 1 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 6-18-24)
5. Schedule 2 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 6-18-14)
6. Schedule 3 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 6-18-24)
7. Addendum 2 to the Lifeline Remote Monitoring Services Agreement Business Associate Addendum (revised 6-18-14)
8. First Amendment to the Lifeline Remote Monitoring Services Agreement (revised 1-24-14) and executed on 7/21/23
9. Schedule 1 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 1-24-14)
10. Schedule 2 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 1-24-14)
11. Schedule 1 to Addendum 1 of the Phillips Lifeline Remote Monitoring Services Agreement (revised 1-24-14)
12. First Amendment to the Lifeline Remote Monitoring Services Agreement (revised 1-24-14) and executed on 12/26/18
13. Phillips Lifeline Care Plan Agreement

14. Lifeline Terms and Conditions (last Modified on March 12, 2024)
15. Schedule INFO# to Addendum 1 Customer Information Form
16. Partnering with Lifeline Presentation Slides
17. Gardner Senior Center Team Training Powerpoint Presentation

I know this is an awful amount of information, but I wanted to be certain that you and the Council were able to follow the paper trail and the work we have done to prepare our volunteers to assist our Seniors.

As always, if you or any of the members of the Council have any additional questions, please feel free to contact me. Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael F. Ellis', written over a horizontal line.

Michael F. Ellis
Director

Cc: Ronald Darmetka, Chairman, Council on Aging
Alek Dernalowicz, Chair, Gardner Finance Committee
George Tyros, President, Gardner City Council



ASSIGNMENT AND NOVATION AGREEMENT

This Assignment and Novation Agreement ("Assignment") is made entered into as of the date last signed below (the "Agreement Date") by and among:

Athol Memorial Hospital ("ASSIGNOR"),

A Massachusetts company with offices at 2033 Main Street, Athol, MA 01331

and

Gardner Senior Center ("ASSIGNEE"),

A Massachusetts company with offices at 294 Pleasant Street, Gardner, MA 01440

and

Lifeline Systems Company ("LIFELINE"),

a Massachusetts corporation, with offices at 200 Donald Lynch Blvd., Suite 300, Marlborough, MA 01752

(hereinafter referred to individually as "Party" and collectively referred to as the "Parties")

RECITALS

- A. ASSIGNOR and LIFELINE have entered into a Philips Lifeline Remote Monitoring Services Agreement dated January 11, 2019, a copy of which is annexed as Schedule A attached hereto (such agreement together with any amendments thereto which is/are jointly referred to herein as the "Agreement").
- B. ASSIGNOR desires to be released and discharged from its obligations to LIFELINE under the Agreement and LIFELINE has agreed to release and discharge ASSIGNOR.
- C. The Parties have agreed that as of the Assignment Date, the Agreement shall be novated to ASSIGNEE so that from Assignment Date on ASSIGNEE shall be bound by the terms of the Agreement in place of ASSIGNOR and ASSIGNEE agrees to acknowledge and expressly assume in the name, place and stead of ASSIGNOR all liabilities and obligations of ASSIGNOR under the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Assignment

ASSIGNOR hereby assigns and transfers to ASSIGNEE, as of January 27, 2025 ("Assignment Date"), all of ASSIGNOR's right, title, and interest in, to and under the Agreement.

2. Novation

ASSIGNOR, ASSIGNEE and LIFELINE hereby agree that this Assignment shall constitute a novation of the duties and obligations of ASSIGNOR under the Agreement. Accordingly, all of the rights, duties and obligations of ASSIGNOR under the Agreement are hereby discharged. LIFELINE hereby acknowledges and accepts ASSIGNEE as ASSIGNOR's successor in interest in and to all of ASSIGNOR's rights, duties, and obligations in, to and under the Agreement.

3. Release

ASSIGNOR and LIFELINE hereby mutually release each other, as of the Assignment Date, from all of their respective rights, duties, and obligations under the Agreement.

4. Pre-Existing Claims

Nothing in this Assignment is intended, nor may be construed, to affect or prejudice any claim, liability, obligation, or demand whatsoever as between ASSIGNOR and LIFELINE arising under the Agreement prior to the Assignment Date.

5. Further Assurances

The Parties agree to that they will take those actions consistent with the terms and conditions with this Assignment that may reasonably be requested by another Party and necessary or desirable to carry out the purposes of this Assignment.

6. Counterparts

This Assignment may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**ASSIGNMENT AND NOVATION AGREEMENT**

The signatories hereto represent that they have been appropriately authorized to enter into this Assignment and Novation on behalf of the Party for whom they sign.

ASSIGNOR:

By: [Signature]
Signature of Authorized Representative

Print Name: Rozanna Penney

Title: President + CEO

Date: February 24, 2025

Lifeline Systems Company:

By: [Signature]
Signature of Authorized Representative

Print Name: Dawn Fitzgerald

Title: Director, Contracts and Compliance

Date: 2/26/2025

ASSIGNEE:

By: [Signature]
Signature of Authorized Representative

Print Name: Michael J. Nichols

Title: Mayer

Date: 2/25/25

SCHEDULE 1 to ADDENDUM 1
Customer Information Form

Program Code: **MA052** (Purchase Model - PRS)

Response Center Answer Name: **Athol Memorial Hospital Lifeline**

(Response Center Answer Name must be limited to 40 characters*)

Customer Name: Athol Memorial Hospital

Address for Shipping (must be street address)	Address for Mail (main office location or P.O. Box)	Address/Phone for Bills (If different from Mailing address)
2033 Main Street		
Athol, MA 01331		
Phone: 978-249-1145		Phone:
Fax:		Fax:

Customer's standard business hours are:

*Phillips Lifeline will use home or cellular numbers to contact the Program Manager or Employee after normal business hours, on weekends or Holidays IF Customer provides such coverage for its subscribers.

AFTER HOURS INFORMATION (if applicable):

LPM (Primary Contact):	Judy Howland		
Work Phone:	978-249-1145	Home Phone*:	
Fax:		Cellular*:	
E-Mail (if available):			

☒ Yes, we elect to receive Invoices by e-mail. Please send our Invoices to the following e-mail address: _____



CONFIDENTIAL

Program Code: MA052
 Parent Code: MA052
 Contract Number: 34854

SCHEDULE 2 to ADDENDUM 1

PRS Fee Schedule

(Page 1 of 2)

Monthly Fees are billed at the beginning of each calendar month and are based on: 1) the number of active Primary subscribers (1st subscriber in one household) and dual subscriptions (2nd subscriber in one household) as of the first day of that month; and 2) a prorated monthly fee based on the number of days each Primary subscriber enrolled in the preceding month is active during the preceding month. The prorated daily rate for a Primary subscriber is based on 1/30th of the monthly fee.

A. DISCOUNTED MONTHLY FEES (for Customer-owned or leased Equipment – MA052)

The monthly fee for Customer-owned equipment covers PRS monitoring Services. Phillips Lifeline hereby extends to Customer the discounted monthly monitoring fees set forth below. These fees are guaranteed during the applicable time periods listed.

	Applicable Time Period				
	Effective Date – March 31, 2020	April 1, 2020 – March 31, 2021	April 1, 2021 – March 31, 2022	April 1, 2022 – March 31, 2023	April 1, 2023 – March 31, 2024
Standard Service (non-Wireless)	\$14.10	\$14.20	\$14.30	\$14.40	\$14.50
Standard Service with AutoAlert	\$21.10	\$21.20	\$21.30	\$21.40	\$21.50
HomeSafe (Wireless)	\$20.10	\$20.20	\$20.30	\$20.40	\$20.50
HomeSafe with AutoAlert	\$27.10	\$27.20	\$27.30	\$27.40	\$70.50
GoSafe 7000L (non-Wireless)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
GoSafe 7000C (Wireless)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
GoSafe2 (Wireless)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

B. ADDITIONAL MONTHLY FEES FOR DUAL SUBSCRIPTION HOUSEHOLDS (OH660)

Monthly monitoring fees for the 2nd subscriber in each household.

	Monthly Fee
Standard Service non-Wireless	\$5.00
Standard Service with AutoAlert	\$12.00
HomeSafe Wireless	\$6.00
HomeSafe Wireless with AutoAlert	\$13.00
GoSafe – Landline or Wireless	\$14.00
GoSafe2	\$25.00

C. DATA MANAGEMENT Phillips Lifeline waives Data Management Fees for the Term of this Agreement.



CONFIDENTIAL

Program Code: MA052
Parent Code: MA052
Contract Number: 34854

SCHEDULE 2 to ADDENDUM 1**PR5 Fee Schedule***(Page 2 of 2)*

D. Unless otherwise guaranteed for a specific period of time above, Philips Lifeline guarantees the fees set forth above through December 31, 2019. After the guaranteed period, Philips Lifeline reserves the right to modify fees upon thirty (30) days prior written notice to Customer. Philips Lifeline may, at any time, offer additional equipment or services for which Philips Lifeline may charge an associated fee. Philips Lifeline will give Customer thirty (30) days prior written notice of the availability of the additional service. If Customer elects to offer the additional services to its subscribers, then Customer will pay the additional associated fee for that service.

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Program Code: MA052
 Parent Code: MA052
 Contract Number: 34854

SCHEDULE 3 to ADDENDUM 1
Standard Terms and Conditions of Sale

1. **Order.** Any Purchase Order or other purchase document used by Customer to effect a purchase -- whether written or oral -- is hereby deemed by the Parties to be null and void. Only this Agreement and the Terms of Sale, each without any addition, modification or deviation therefrom (except those agreed to by Philips Lifeline and Customer in a signed writing) shall be of any force and effect with respect to such sale.
2. **Cancellation.** All Purchase Orders issued by Customer are subject to acceptance by Philips Lifeline. If Customer cancels a Purchase Order prior to delivery of the Product, Customer shall pay the costs incurred by Philips Lifeline to the date of cancellation which may include, but are not limited to: a ten per cent (10%) restocking fee, and shipping costs.
3. **Shipping.** Customer agrees to pay all shipping and handling costs for any equipment or supplies shipped under this Agreement. All shipments from Philips Lifeline to Customer will be via ground delivery unless otherwise specified by Customer. Philips Lifeline will ship Products to the Customer according to Philips Lifeline's standard commercial practices.
4. **Products.** Prior to the shipment of any Product, Philips Lifeline may change the construction or the design of any Product without notice to Customer as long as the function and the performance of the Product is not substantially altered. Philips Lifeline reserves the right to use refurbished components in the manufacture, repair and replacement of Products.
5. **Risk of Loss.** Title to any Product, and the risk of loss or damage to any Product, shall pass to Customer F.O.B. place of shipment. All sales are F.O.B. shipping point and the time of delivery shall be the time when the Products are ready for pickup at the location by Customer or by a carrier for delivery to Customer. Customer agrees that it will be responsible for the safety and security for all equipment shipped to Customer. Any Product lost, stolen or damaged, after delivery to Customer's "ship to" address shall be the responsibility of Customer, and Customer agrees to pay for any required replacement Product.
6. **Warranty.** Philips Lifeline warrants to Customer that each Product sold hereunder, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips Lifeline for such Product and shall be substantially free from defects in material and workmanship for ninety (90) days, or as otherwise noted below, from the date of shipment by Philips Lifeline. This warranty does not apply to Product defects resulting from improper or inadequate maintenance; use of the Product with software, supplies or interfaces not supplied by Philips Lifeline; use or operation of the Product other than in accordance with Philips Lifeline Product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized repair or modification to the Product ("**Warranty Exclusions**").

Other Warranty Periods from date of shipment:

New Home Communicators (all models) = 2 years

Personal Help Buttons (all models, EXCEPT Mobile personal help button, when available) = 2 years

Mobile Personal Help Button = 1 year

Philips Lifeline reserves the right to revise the warranty period for any Product upon thirty (30) days prior written notice to Customer. However, the above warranty periods shall apply to any equipment ordered by Customer prior to the date of such notice from Philips Lifeline.

Customer's exclusive remedy and Phillips Lifeline's sole liability for breach of the foregoing warranties are as follows. If any Product described herein fails to conform to the warranty set forth above, at Phillips Lifeline's sole election, (which election shall be made after Phillips Lifeline receives the Product), shall repair or replace the Product; provided that (a) Phillips Lifeline receives notice in a timely manner in writing that such Product failed to conform and a detailed explanation of any alleged nonconformity; (b) such Product is returned to Phillips Lifeline during the warranty period; and (c) Phillips Lifeline is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. OTHER THAN AS EXPRESSLY SET FORTH IN WRITING IN THIS SECTION, SUPPLIES ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer understands that some newly manufactured Products may contain remanufactured parts that are equivalent to new in performance.

7. Assignment. Customer may not assign any of its obligations, rights and liabilities under a Purchase Order to a third party without the written consent of Phillips Lifeline. Any attempted assignment or transfer not in strict compliance with this Section shall be null and void from the beginning.

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CONFIDENTIAL

Program Code: MA052
Parent Code: MA052
Contract Number: 34854

EXHIBIT 1 to ADDENDUM 1
Form of Care Plan Agreement

(As provided on CarePartners Connect)



CONFIDENTIAL

Program Code: MA052
 Parent Code: MA052
 Contract Number: 34854

Philips Lifeline Remote Monitoring Services Agreement

This Philips Lifeline Remote Monitoring Services Agreement ("Services Agreement") effective on the date last signed below ("Effective Date") by and between Lifeline Systems Company, a Massachusetts corporation ("Philips Lifeline"), d/b/a Philips Lifeline, with offices at 111 Lawrence Street, Framingham, MA 01702, and Athol Memorial Hospital ("Customer");

EFFECTIVE DATE: January 11, 2019 (To be filled in by Philips Lifeline)

Customer Information below:

Full Legal Name of Customer: Athol Memorial Hospital
Business Address of Customer: 2033 Main Street Athol, MA 01331
State of Legal Organization: MA

Subject to the terms and conditions stated herein, Customer wishes to purchase and Philips Lifeline agrees to provide, the following products:

Name of Service	Addendum
Philips Lifeline Personal Response System – Monitoring	Addendum 1

WHEREAS, Customer would like to provide certain remote monitoring services to its subscribers and desires to obtain such services from Philips Lifeline;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions.

- 1.1 "Party" or "Parties" means Philips Lifeline and/or Customer jointly or severally.
- 1.2 "Agreement" means this Philips Lifeline Remote Monitoring Services Agreement, together with applicable addenda, exhibits and other attachments and documents referenced herein.
- 1.3 "Affiliate" of a person means any corporation, company or other entity that has Control of, or is under the Control of or common Control with, with such person. "Control" means more than fifty percent (50%) control.
- 1.4 "Product(s)" means the PRS Equipment, supplies and peripherals and other home health or safety equipment provided by Philips pursuant to this Agreement.

2. Services; Billing and Payment

2.1 Monitoring Services. Philips Lifeline shall perform, in accordance with Philips Lifeline's usual and customary protocols, the monitoring services indicated in this Agreement, including as more fully described in the corresponding addendum or addenda hereto (the "Monitoring Services"), which are expressly incorporated herein.

2.2 Billing and Payment. The Parties' respective obligations and rights with respect to pricing, billing and payment are as set forth in the Addendum applicable to the Monitoring Service(s) purchased hereunder. All payments are due by Customer to Philips Lifeline thirty (30) days after date of invoice. Customer may elect to receive invoices by e-mail by indicating such election on the Customer Information form, Schedule 1 to Addendum 1 or by sending an e-mail to DL_PLL_LMSBillPay@philips.com. Past due balances will be subject to a monthly finance charge equal to 1.5%, or the maximum amount allowed by law, of the past due amount. All amounts payable pursuant to this Agreement are exclusive of any tax of any kind. All applicable taxes shall be paid by Customer unless Customer has provided Philips Lifeline with an applicable tax exemption certificate.

3. Trademarks. Philips Lifeline hereby grants a revocable, non-exclusive, royalty-free license to Customer to use the "LIFELINE" trademark ("Mark") during the term of this Agreement solely in advertising and promoting the Products and services provided hereunder. Customer acknowledges that its use of the Mark shall inure to the benefit of and be on behalf of Philips Lifeline. Customer also agrees that nothing in this Agreement shall give it any right, title or interest in or to the Mark other than the right to use the same in accordance with this Agreement. Philips Lifeline may at any time, at its sole discretion, revoke or modify this license. Philips Lifeline also has the right to approve or disapprove of any advertising or marketing material or collateral referring to Lifeline or Philips Lifeline.

4. Term; Termination

4.1 Term. The term of this Agreement shall continue until the earlier of its expiration or termination (the "Term"). The initial term shall commence upon the Effective Date and continue through July 31, 2023 ("Initial Term"). This Agreement shall thereafter continue in effect upon the same terms and conditions for successive one (1) year terms, unless either Party, at least sixty (60) days prior to the end of the initial or any successive term, gives written notice to the other Party of its intention to terminate this Agreement at the conclusion of the term then in progress.

4.2 Termination. During the Term, this Agreement may be terminated by either Party due to the other Party (a) committing a breach of this Agreement or (b) failing to comply materially with a federal and state statute, law or regulation applicable to such Party's activities contemplated by this Agreement. The terminating Party must provide written notice of such breach or non-compliance to the other Party. Such other Party shall have thirty (30) days after the receipt of such notice to correct the breach and non-compliance, and if the breach and non-compliance has not been corrected, then the Party seeking termination may then immediately terminate this Agreement.

4.3 Effect of Termination. Upon expiration or termination of this Agreement, Customer shall immediately discontinue enrolling new subscribers to receive Monitoring Services hereunder. If, following such expiration or termination, there continue to be devices or units that had been or would have been monitored hereunder by Philips Lifeline, and those devices or units (i) remain configured to be monitored by Philips Lifeline (including without limitation, designed to call into a phone number or monitoring center controlled by Philips Lifeline) and (ii) are active ("Still-Enrolled Units"), then Philips Lifeline reserves the right to charge Customer at Philips Lifeline's standard rates, for Philips Lifeline remaining ready to potentially monitor such Still-Enrolled Units. If Still-Enrolled Units remain active, sixty (60) days after such expiration or termination, then Philips Lifeline reserves the right to contact the users, payers or listed responders assigned to such Still-Enrolled Units to inform them of the expiration or termination of provision of Monitoring Services hereunder.

5. Regulatory and Legal Matters

5.1 General. Customer is reminded that if the purchase of Monitoring Services hereunder includes a discount, such as a price reduction or a loan of goods at reduced cost, Customer must comply with any of its obligations to fully and accurately report such discount on cost reports or other applicable claims for payment submitted

under any Federal health care Customer, including but not limited to Medicare and Medicaid, as required by Federal law (see 42 CFR 1001.952[h]).

5.2 Retention of Records. Each Party shall generate all records it is required to generate under this Agreement and retain such records, and all other records and documents generated with respect to or obtained from Subscriber, for a period of at least six (6) years from the date on which the Subscriber last receives service or Products included under this Agreement. Each Party, upon the reasonable request of the other Party shall provide to the other Party copies of such documents and records.

5.3 Federal Government Access to Records. For the purpose of implementing Section 1395x (v)(1)(I) of Title 42 of the United States Code (Social Security Act), as amended, and any written regulations thereto, each Party hereby agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:

(i) Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, each Party shall make available, upon written request to the Secretary of HHS, or upon request to the Comptroller General of the U.S., or any of their fully authorized representatives, the contract, and books, documents, and records of that Party that are necessary to certify the nature and extent of such costs, and

(ii) If either Party carries out any of the duties of this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

5.4 Export Control. Customer may not transfer any Products provided by Philips Lifeline outside of the United States.

5.5 FDA Reporting Requirements. Customer will report within ten (10) business days to Philips Lifeline any event of which Customer becomes aware that suggests that any Philips Lifeline Product provided hereunder, for any reason: (a) may have caused or contributed to a death or serious injury or (b) has malfunctioned and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Customer will also report to Philips Lifeline all complaints received from subscribers regarding the identity, quality, performance, reliability, safety, effectiveness or labels or instructions for use of such Products. Both Parties shall at all times comply with all applicable statutes, laws and regulations, as well as policies of any accreditation organization to which each Party is subject, relating to product recalls and device tracking.

5.6 HIPAA/HITECH/Privacy. Both Parties agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all HIPAA rules when performing their obligations under this Agreement as provided for in the Business Associate Agreement which is incorporated herein as Addendum 2.

6. No Expansion of Warranties. Customer shall not make to any Subscriber a representation, warranty or other description regarding the Monitoring Services or Products provided hereunder that is inconsistent with or in addition to any representations, warranties or descriptions that are provided in writing by Philips Lifeline to Customer. Customer shall indemnify, defend and hold harmless Philips Lifeline and its Affiliates from any loss, cost and damage (including reasonable attorney's fees) ("Loss") arising from the breach of this Section by Customer, its Affiliates or any of their employees, officers, directors and agents.

7. Liability; Insurance; Indemnification

7.1 Action by Third Parties. Customer shall include a provision in its agreement with each Subscriber that relieves Philips Lifeline, as Customer's monitoring provider, from any liability to Subscriber for the use of forced entry to gain access to Subscriber's premises in connection with an alert notification made in the course of Services being provided hereunder. Customer also agrees that Philips Lifeline shall not be liable to Customer for any

damages caused by such forcible entry. Further, Philips Lifeline shall not be responsible or liable to Customer for the promptness, sufficiency or adequacy of the actions of any responder, telephone company, or any other third party, including police, fire and emergency medical technicians, which Philips Lifeline may notify. Philips Lifeline shall be entitled to rely absolutely and for all purposes upon statements of responders and of any person who purports to act on behalf of, or in the interest of, any responder or Subscriber, with respect to the location or whereabouts and condition of the Subscriber.

- 7.2 Limitations of Liability.** THE LIABILITY, IF ANY, OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES WHETHER ARISING FROM BREACH OF THE TERMS OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE IS LIMITED IN THE AGGREGATE TO THE PAYMENTS DUE BY CUSTOMER TO PHILIPS LIFELINE AS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. The limitations in this paragraph shall not apply to damages with respect to personal injury, death or destruction of personal property.

Notwithstanding the foregoing, neither Party shall be responsible or liable to the other Party, for any loss of data, loss of use damages or for any other indirect, punitive, incidental, consequential, or special damages, however incurred.

- 7.3 Insurance.** Throughout the term of this Agreement, including any renewal terms, each Party shall maintain sufficient insurance coverage to reasonably insure the activities of that Party in the fulfillment of its obligations under this Agreement. The Parties agree that the minimum coverage will be One Million Dollars (\$1,000,000.00) per occurrence for commercial general liability. Each Party shall provide the other with evidence of such insurance within thirty (30) days after the Effective Date of this Agreement and thereafter upon reasonable request.

7.4 Indemnification.

- (a) *By Philips Lifeline.* Philips Lifeline shall indemnify, defend and hold harmless Customer and its Affiliates from any loss, cost and damage (including reasonable attorney's fees) ("Loss") arising from the negligent acts, omissions or willful misconduct of Philips Lifeline or its employees, directors, officers or agents, except to the extent that such Loss, in whole or in part, is caused by or arises out of the negligence or willful misconduct of Customer, its Affiliates or their employees or agents.
- (b) *By Customer.* Customer shall indemnify, defend and hold harmless Philips Lifeline and its Affiliates from any Loss arising from any Customer breach of the No Expansion of Warranties Section or from the negligent acts, omissions or willful misconduct of Customer or its employees, directors, officers or agents, except to the extent that such Loss, in whole or in part, is caused by or arises out of the negligence or willful misconduct of Philips Lifeline, its Affiliates or their employees or agents.
- (c) *Procedure.* The indemnifying party's obligations hereunder are conditioned upon the indemnified party (i) providing the indemnifying party prompt written notice of the claim, (ii) granting the indemnifying party full and complete information and assistance necessary for the indemnifying party to defend, settle, or avoid the claim, and (iii) giving the indemnifying party sole control of the defense or settlement of the claim. Notwithstanding the foregoing, an indemnifying party will not be relieved of its obligations hereunder due to delay in providing notice, except to the extent such party has been adversely affected thereby.

- 8. Confidentiality.** During the Term, each Party may receive Confidential Information from the other. Each Party agrees to hold in confidence and not disclose to any person outside its organization any information that it has received from the other Party until such time as such Confidential Information enters the public domain through an act of the Party that owns the Confidential Information or the lawful act of a third party or in accordance with this Agreement. Each Party agrees to cease all use of any Confidential Information upon the termination of this Agreement and to the extent feasible to return all documents, software and/or other media containing such Confidential Information to the other Party, except that Philips Lifeline may store PRS Subscriber Information as part of its normal business practices for storing and archiving data. Notwithstanding the foregoing, each party will comply with all applicable laws, subpoenas, court orders, and other such requests in disclosing Confidential Information. In the event either party is required by subpoena, court order, regulatory agency, or otherwise by law to disclose Confidential Information, the party so required to disclose will notify the other party and use reasonable efforts to provide the other party with an opportunity to oppose such compelled disclosure. In any

such case, the party required to disclose will disclose only such Confidential Information as in the opinion of its attorneys is required to be disclosed, and will use reasonable efforts to obtain a protective order therefore. "Confidential Information" means (i) PRS Subscriber's non-public health or medical information indicated in a Care Plan, (ii) the terms, including pricing, and conditions of this Agreement, and (iii) any other non-public information that the disclosing Party designates in writing as Confidential or if orally disclosed is confirmed in writing as confidential within 30 days after disclosure. This Section will survive the termination of this Agreement.

9. Miscellaneous

- 9.1 **Notices.** Any notices, demands or requests required or permitted under this Agreement shall be in writing, shall be sent certified or registered mail, return receipt requested or delivered by messenger, overnight courier or similar delivery service and shall be deemed given upon delivery. Notices shall be served to the Parties at the addresses below unless such other contact information is provided to the other Party in writing.

to Phillips Lifeline:
 Phillips Lifeline
 111 Lawrence Street
 Framingham, MA 01702
 Attn: Contract Administration MS20

to Customer:
 Athol Memorial Hospital
 2033 Main Street
 Athol, MA 01331
 Attn: _____

with a copy to:

Legal Department
 3000 Minuteman Road, M/S 0230
 Andover, Massachusetts 01810

with a copy to:

- 9.2 **Contractors.** Each Party shall remain at all times primarily responsible for the acts and omissions of its contractors or subcontractors ("Contractors") to the extent any obligation of a Party hereunder is performed by such Contractor, and will retain any such liability and responsibility under this Agreement as if such Contractor's activities were performed by the Party.
- 9.3 **Relationship of the Parties.** In making and performing this Agreement, the Parties act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the Parties, nor shall either Party be considered an agent or employee of the other Party.
- 9.4 **Force Majeure.** Neither Party shall be held responsible or liable for delay in the performance under the Agreement due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of the Party, including but not limited to interruptions of telephone service.
- 9.5 **Binding Agreement.** All terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Parties hereto, their respective legal representatives and their permitted successors and assigns.
- 9.6 **Assignment.** Customer's rights, obligations or liabilities under this Agreement may not be assigned in whole or in part by Customer, including by change in control of the ownership of the Customer, to a third party without the prior written consent of Phillips Lifeline.
- 9.7 **Integrated Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof. By signing this Agreement the Parties specifically agree to terminate their previous Phillips Lifeline Remote Monitoring Services Agreement dated May 1, 2012 and any amendments thereto.
- 9.8 **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.
- 9.9 **Governing Law.** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

- 9.10 Continuation. In the event of termination of this Agreement any provisions that by their very nature need to survive in order to be given their full intended effect shall so survive.
- 9.11 Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes and exchange of copies of this Agreement by facsimile transmission shall constitute effective execution and delivery and may be used in lieu of the original Agreement for all purposes.

ACCEPTANCE

This contract must be signed by Customer and returned to Phillips Lifeline's home office before it is considered in full force and effect. This offer is null and void if this Agreement is not executed by Customer and returned to Phillips Lifeline on or before December 31, 2018. The undersigned affirms that he/she is a duly authorized representative of the Party for which he/she is signing and has the authority to execute this Agreement on behalf of that Party:

Athol Memorial Hospital:

Lifeline Systems Company doing business as Phillips Lifeline:

By: James W. Meehan Jr.
 Signature of Authorized Representative above
 Print Name: JAMES W. MEEHAN JR.
 Title: Rotary Rep
 Date Signed: 12/26/2018

By: Stephen Weir
 Signature of Authorized Representative above
 Print Name: Stephen Weir
 Title: Manager, Strategic Contract Management
 Date Signed: January 11, 2019
 Send signed contract to:
 E-mail: PLL_ContractAdministration@phillips.com

The above-named person shall be the contact person for notices delivered hereunder, unless a different contact name is provided as follows:

Contact Person: _____
 Title: _____
 Address: _____

 Phone: _____
 Fax: _____
 E-Mail for return of signed contract: _____



CONFIDENTIAL

Program Code: MA052
 Parent Code: MA052
 Contract Number: 34854

ADDENDUM 1

- to -

Philips Lifeline Remote Monitoring Services Agreement

Philips Lifeline Personal Response System

This Addendum 1 to the Lifeline Remote Monitoring Services Agreement forms an integral part of, and is incorporated fully into, such Agreement.

1. Definitions

- 1.1 "Standard Home Communicator" means those personal response communicator models which are not a telephone or Wireless unit (e.g. 6900 or successor product).
- 1.2 "Care Plan" means the document that is filled in with subscriber specific information to be used for providing monitoring service. The Care Plan is signed by the subscriber and transmitted to Philips Lifeline so that Philips Lifeline can provide the PRS Service. Customer must use the form of Care Plan contained in Exhibit 1 to this Addendum.
- 1.3 "Disqualifying Condition" of a PRS Subscriber means subscriber is abusing the PRS Service or is no longer physically or mentally capable of effectively using the PRS Service.
- 1.4 "HomeSafe" or "Wireless" refers to the wireless home communicator (7000C) and personal help button used to provide personal response service ("PRS") for Subscribers who do not have a landline telephone connection.
- 1.5 "GoSafe" refers to the mobile communicator systems with wireless home communicator (7000C) or landline home communicator (7000L) paired with a "Mobile Help Button" (MHB) to provide personal response service (PRS) for use outside of the home.
- 1.6 "GoSafe 2" refers to the self-contained mobile button which provides a mobile, wireless monitoring option for Subscribers who want PRS Service available to them even while they are outside of the home.
- 1.7 "Purchase Model" or "Lifeline Monitoring Service" refers to the business model offered by Philips Lifeline under which Customer either purchases or leases PRS Equipment and purchases PRS Service separately pursuant to this Agreement.
- 1.8 "PRS Equipment" means the Philips Lifeline home communicator and personal help button that comprise a subscriber's Philips Lifeline personal response system, plus any Philips Lifeline-supplied peripherals or accessories.
- 1.9 "PRS Service" means the monitoring service referred to below in the Description of Service Section of this Addendum.
- 1.10 "Service" means PRS Service or any other service provided by Philips Lifeline and which Customer has elected to offer to its clients.
- 1.11 "Subscriber" means a client of Customer receiving the PRS Service or any additional equipment or service provided by Philips Lifeline and which Customer has elected to offer to its clients.

2. **Description of Services.** Philips Lifeline will provide PRS Service to Customer and its PRS Subscribers through Philips Lifeline's response center as follows:

- 2.1 General. Upon receipt of a signal from Installed PRS Equipment, Phillips Lifeline will make a reasonable effort to contact the home number indicated on the corresponding Care Plan, and, if necessary, to promptly notify appropriate responder(s) indicated thereon. Phillips Lifeline does not represent that it will continue to provide any service or manufacture any particular item or model of Product indefinitely or even for a specific period. Phillips Lifeline specifically reserves the right to modify any of the specifications or characteristics of its Products and services, to remove any Product or service from the market, and/or to cease manufacturing or supporting it upon thirty (30) days prior written notice to Customer.
- 2.2 Buying Group. Phillips Lifeline designates Customer as part of Phillips Lifeline's standard buying group for all home communicator purchases under the Purchase Model. All equipment or accessory purchases are subject to Phillips Lifeline's standard terms and conditions of sale as set forth on Schedule 3 to Addendum 1, which is incorporated herein.
- 2.3 Wireless and Mobile Systems.
- (a) Customer acknowledges that HomeSafe, GoSafe, and GoSafe2, as a wireless service, have the limitations of any wireless service, including, but not limited to: (a) the equipment does not have sufficient electrical power (either battery or outlet); (b) the HomeSafe equipment is installed and/or used outside the operating range of the carrier's wireless network; or (c) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including Internet, telecommunication or other system failures, and other factors and conditions. Phillips Lifeline assumes no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality or data transmission which result from these inherent limitations of the wireless service.
 - (b) Relationship with Wireless Carrier. Customer understands and agrees that (i) Phillips Lifeline, not Customer, contracts with a wireless carrier ("Carrier") to provide wireless communications transmission and connectivity ("Wireless Service") related to operation of the Wireless Equipment; (ii) Customer has no contractual relationship with the Carrier, and is not a third party beneficiary of any agreement between Phillips Lifeline and the Carrier; (iii) Carrier has no liability of any kind to Customer, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Wireless Service; (iv) Customer has no property right in any number assigned to Customer, a Subscriber or the Wireless Equipment, and understands that any such number can be changed at any time by Phillips Lifeline and/or the Carrier; and (v) neither Phillips Lifeline nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Wireless Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Wireless Equipment.
- 2.4 Promline Service. Promline service is a Phillips Lifeline system that allows Customer to reprogram some home communicator functions over the telephone. Customer may use the Promline service during the Term of this Agreement. Phillips Lifeline reserves the right to limit reprogramming access to specific data. Customer may not reprogram response center telephone numbers or program codes, without the prior written approval of Phillips Lifeline.
- 2.5 CarePartners Connect Access. Phillips Lifeline's web-based, secure reporting system known as CarePartners Connect ("CPC") allows Customer to access its program and subscriber information and perform some data entry activities. CPC also provides Customer with access to marketing information, forms and other growth tools. Customer may use CPC based on Customer's acceptance of the CPC rules and regulations.
- 2.6 Dis-enrollment of Subscribers. Phillips Lifeline may request that Customer terminate a PRS Subscriber's agreement if said Subscriber has a Disqualifying Condition (as defined above). Upon receipt of such request, Customer shall investigate the Subscriber's situation and will terminate the Subscriber's agreement if Customer reasonably determines that the Subscriber has a Disqualifying Condition. If Phillips Lifeline reasonably disagrees with any decision by Customer to retain such Subscriber, then Customer shall indemnify, defend and hold harmless Phillips Lifeline from any Loss suffered by Phillips Lifeline attributable to such Disqualifying Condition. If Customer has determined to dis-enroll a PRS Subscriber for a Disqualifying Condition but is unable to do so within six (6) weeks of Phillips Lifeline's initial request, then the aforementioned indemnity, defense and hold harmless obligation shall apply to Losses arising from the time after the six-week period until all PRS Equipment is removed from the Subscriber's home.

3. **Obligations of Customer**

3.1 **Payment of Fees.** In consideration of the Monitoring Services provided hereunder, Customer agrees to pay the fees set forth on Schedule 2 to Addendum 1, which is incorporated herein.

3.2 **Program Manager and Marketing**

- (a) Customer will appoint an employee to serve as the liaison between Philips Lifeline and Customer and coordinate the provision of the PRS Service and equipment to subscribers ("Philips Lifeline Program Manager" or "LPM").
- (b) For the purpose of using CPC, the LPM may appoint additional persons to assist with the administration of the program ("Secondary Contact") and allow the Secondary Contact to have access to Customer's subscribers' information through CPC. The LPM and any Secondary Contact will continue to be allowed access to CPC until Philips Lifeline is notified of a change by Customer.
- (c) The LPM, or other individual appointed by Customer, will market the Philips Lifeline PRS Service and Customer will use its best efforts to inform, promote and enroll new subscribers in its Philips Lifeline program.
- (d) Customer will fill in the Customer monitoring information required on Schedule 1 to Addendum 1, which is incorporated herein. Customer will provide Philips Lifeline with updated information as applicable.

3.3 **Sole Source.** Customer agrees to use Philips Lifeline as its sole source of personal response monitoring services and personal response monitoring equipment purchases during the term of this Agreement. Customer is an authorized distributor of Philips Lifeline equipment to individual subscribers for monitoring services. Customer is not authorized to give away or sell Philips Lifeline equipment without Philips Lifeline's prior approval.

3.4 **Subscriber Equipment.** Customer agrees to supply each subscriber with the necessary PRS Equipment to utilize the PRS Service. Customer shall use reasonable efforts to maintain the PRS Equipment in good working order.

3.5 **CPC Data Entry.** Customer agrees to perform all data entry activities which are allowed by CPC for its PRS Subscribers. Customer will use CPC and perform such data entry in accordance with the CPC terms and conditions.

3.6 **Installation, Termination and Subscriber Information**

- (a) **Installation and Subscriber Information.** For each new PRS Subscriber to be installed, Customer agrees to enter the Subscriber's information using CPC, as available, prior to the installation of the Subscriber's home communicator. Customer agrees to obtain the PRS Subscriber's signature on a Care Plan agreement, maintain the original signed Care Plan agreement, provide such original to Philips Lifeline upon request and keep the Subscriber Information current by utilizing CPC to make any necessary changes as Customer is made aware of them. Philips Lifeline shall be entitled to rely upon the accuracy and completeness of the information entered by Customer. Customer shall indemnify and hold harmless Philips Lifeline from any loss incurred by it to the extent due to Customer's failure to comply with this subsection.
- (b) **Subscriber Termination.** When a subscriber's Philips Lifeline service is terminated, Customer agrees to notify Philips Lifeline of the termination and remove the home communicator from the Subscriber's home.

3.7 **Recording Acknowledgment.** Customer acknowledges that all telephone conversations between Customer or Subscribers or responders and Philips Lifeline's response center or support personnel will be recorded. Customer shall inform all PRS Subscribers and personal responders of the same through its agreement with the Subscriber.

4. **Right of First Refusal.** If after the end of the Initial Term, the Customer chooses to close or sell its personal response program, then Customer hereby gives Philips Lifeline the right of first refusal to purchase the assets of Customer's personal response program. Should Philips Lifeline opt hereunder to acquire Customer's personal response program, Philips Lifeline shall purchase the assets of Customer at fair market value as of the time of the purchase. The assets include, but are not limited to, subscriber contracts and any accessories owned by Customer. In the event that the parties cannot agree on fair market value, then the parties shall jointly engage an independent appraiser who shall determine such fair market value, and whose decision shall be final. This provision of this Section shall survive the termination of the Agreement for a period of six (6) months.

ADDENDUM 2

- to -

Lifeline Remote Monitoring Services Agreement

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("*Addendum*"), effective as of the date of the last of the Parties to sign the signature page hereto (the "*Effective Date*"), is entered into by and between the following parties (each a "*Party*" and collectively the "*Parties*");

	<u>Covered Entity</u>		<u>Business Associate</u>
<i>Customer:</i>	Athol Memorial Hospital	<i>Phillips Lifeline:</i>	Lifeline Systems Company d/b/a Phillips Lifeline
<i>Customer's Principal Address</i>	2033 Main Street Athol, MA 01331	<i>Phillips Lifeline's Principal Address</i>	22100 Bothell-Everett Highway Bothell, WA 98021

Section 1. BACKGROUND AND PURPOSE

The Parties have entered into a sales, service, rental or license agreement with respect to a s product, service, or software (the "*Underlying Contract(s)*"), which provides for warranty or other service that may require Phillips Lifeline to be provided with, to have access to, and/or create Protected Health Information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("*HIPAA*") and codified at 45 C.F.R. parts 160 and 164 ("*HIPAA Rules*"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to Phillips Lifeline's receipt, use and creation of PHI under the Underlying Contract(s) to allow Customer to comply with the HIPAA Rules. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this Addendum and in each of the Underlying Contract(s).

Section 2. DEFINITIONS

"Affiliate" shall mean any corporation, company, or other entity, which: (i) is under the Control of a Party hereto; or (ii) has Control of a Party hereto; or (iii) is under common Control with a Party hereto, during the time such Control exists. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Phillips Lifeline.

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Customer.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The "*HIPAA Privacy Rule*" is at 45 CFR, part 160 and part 164, subparts A and E. The

"HIPAA Security Rule" is at 45 C.F.R. Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164 Subpart D.

"PHI," "ePHI" and "uPHI" shall mean Protected Health Information, Electronic Protected Health Information and Unsecured Protected Health Information, respectively, as defined in 45 C.F.R. §160.103, limited to the information Philips Lifeline received from or created or received on behalf of Customer as Customer's Business Associate.

"Philips Lifeline" means the listed Philips entity plus Affiliates of the listed Philips entity.

"Subcontractor" shall mean a "subcontractor" (as defined at 45 CFR 160.103) of Philips Lifeline.

Other. All other capitalized terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules.

Section 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

General. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- (a) **Permissible Use/Disclosure.** Not Use or disclose PHI other than as permitted or required by this Addendum or as Required By Law;
- (b) **Safeguards.** Use appropriate safeguards, and comply with the Security Rule with respect to ePHI as of the Effective Date for Philips Lifeline's obligations as a Business Associate, to prevent Use or Disclosure of PHI other than as provided for by this Addendum;
- (c) **Reports to Customer.** Report to Customer any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of PHI as required at 45 CFR 164.410, and any Security Incident affecting PHI of which it becomes aware;
- (d) **Subcontractors.** Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Philips Lifeline agree to the same restrictions and conditions that apply to Philips Lifeline, in its capacity as the Business Associate, with respect to such information;
- (e) **Designated Record Sets**
 - (i) Within twenty (20) days of receiving a written request from Customer, make available to the Customer PHI necessary for Customer to respond to Individuals' requests for access to PHI about them in the event that the PHI in Philips Lifeline's possession constitutes a Designated Record Set.
 - (ii) Within forty (40) days of receiving a written request from Customer, make available to the Customer PHI for amendment and incorporate any amendments to the PHI in accordance with the Privacy Rule in the event that the PHI in Philips Lifeline's possession constitutes a Designated Record Set.
- (f) **Accounting.** Within forty (40) days of receiving a written request from Customer in response to a request from an Individual, make available to the Customer the information required for the Customer to provide an accounting of Disclosures as necessary to satisfy its obligations as a Covered Entity under 45 CFR 164.528;
- (g) **Inspection by Secretary.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the Privacy Rule; and

Section 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise specified in this Addendum, Philips Lifeline may:

General. Use or disclose PHI as Philips Lifeline deems necessary to perform its obligations under the Underlying Contracts or as otherwise permitted or required by law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended results of the use, disclosure or request. Philips Lifeline also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this addendum.

Required by Law. Use or disclose PHI as Required By Law.

Proper Management and Administration

- (a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Philips Lifeline;
- (b) Disclose the PHI in its possession to a third party for the purpose of Philips Lifeline's proper management and administration or to carry out the legal responsibilities of Philips Lifeline, provided that the disclosures are required by law or Philips Lifeline obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;

Data Aggregation. Provide Data Aggregation services relating to the health care operations of the Customer as permitted by law; and

De-identification. De-identify any PHI obtained by Philips Lifeline under this Addendum, and Use and disclose such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

Marketing. Use and disclose PHI for marketing purposes only where permitted by applicable law and this Addendum or the Underlying Contracts;

Sale. Sell PHI only where permitted by applicable law and consistent with applicable law and this Addendum.

Section 5. TERMINATION

Termination. This Addendum shall terminate on (a) the date that the last of the Underlying Contracts terminates or expires or (b) on the date Covered Entity terminates for cause as authorized in Section Section 0 hereof, whichever is sooner.

Termination by Customer. Should Customer become aware of a breach of a material term of this Addendum by Philips Lifeline, Customer shall provide Philips Lifeline with written notice of such breach in sufficient detail to enable Philips Lifeline to understand the specific nature of the breach, and provide Philips Lifeline with at least 30 days to cure such breach. Customer shall be entitled to terminate the Underlying Contract associated with such breach if, after Customer provides the notice to Philips Lifeline, Philips Lifeline fails to cure the breach within a reasonable time period specified by Customer in such notice; provided, however, that such time period specified by Customer shall be based on the nature of the breach involved, and shall not be less than 30 days. If Customer determines that Business Associate has breached the terms of this Addendum and such breach has not been cured, but Customer determines that termination of the Underlying Contract(s) is not feasible, Customer may report such breach to the U.S. Department of Health and Human Services.

Effect of Termination. Upon termination of this Addendum for any reason, Philips Lifeline, with respect to PHI received from Customer, or created, maintained, or received by Philips Lifeline on behalf of Customer, shall:

- (a) Retain only that PHI which is necessary for Philips Lifeline to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to Customer or destroy the remaining PHI that Philips Lifeline still maintains, if it is feasible to do so;

- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Philips Lifeline retains the PHI;
- (d) Not use or disclose the PHI retained by Philips Lifeline other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Addendum which applied prior to termination; and
- (e) Return to Customer or destroy the PHI retained by Philips Lifeline when it is no longer needed by Philips Lifeline for its proper management and administration or to carry out its legal responsibilities.

Survival. The obligations of Business Associate under this Section 6 shall survive the termination of this Addendum.

Section 6. MISCELLANEOUS

Amendment. The Parties agree to take such action as is necessary – and negotiating in good faith appropriate – to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Interpretation. The terms of this Addendum shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Customer to comply with the HIPAA Rules. The bracketed citations to the HIPAA Rules in several paragraphs of this Addendum are for reference only and shall not be relevant in interpreting any provision of this Addendum.

CUSTOMER

James W Meehan Jr
 Signature
 Name
 (print): James W Meehan Jr
 Title: Regional Rep
 Date: 12/26/2018

ADDRESS FOR NOTICE:

LIFELINE SYSTEMS COMPANY D/B/A PHILIPS LIFELINE

Stephen Weir
 Signature
 Name
 (print): Stephen Weir
 Title: Manager, Strategic Contract Management
 Date: January 11, 2019

ADDRESS FOR NOTICE:

Philips Healthcare
 22100 Bothell-Everett Highway
 Bothell, WA 98021
 Attn: HIPAA Coordinator MS 665
 Fax: 855-216-5155

Lifeline®

CONFIDENTIAL

Program Code: MA052

FIRST AMENDMENT

- to -

**Lifeline Remote Monitoring Services Agreement
Extension of Initial Term**

This Amendment ("Amendment") is made as of the last date signed below (the "Effective Date") by and between Lifeline Systems Company, a Massachusetts corporation ("Lifeline"), with offices at 200 Donald Lynch Boulevard, 3rd Floor, Marlborough, MA 01752, and the following person or entity ("Customer"):

Customer Information below:**Full Legal Name of Customer:**

Athol Memorial Hospital

Business Address of Customer:

2033 Main Street

Athol, MA 01331

WHEREAS, Lifeline and Customer have an existing Lifeline Remote Monitoring Services Agreement dated January 11, 2019 ("Agreement"); and

WHEREAS, the Parties wish to extend the Initial Term.

NOW THEREFORE, subject to the terms and conditions stated herein, the Parties agree to amend their Agreement as follows:

1. **Extension of Initial Term.** The Parties hereby extend the Initial Term of the Agreement through July 31, 2026.
2. **Products.** Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 1.4 "Product(s)" or "PERS Products" means the PERS equipment, supplies and peripherals and other home health or safety equipment provided by Lifeline pursuant to this Agreement.
3. **Definitions.** The Parties hereby agree to add the following Sections 1.5 and 1.6 to the Agreement:
 - 1.5 "PERS" or "PERS Service" means Personal Emergency Response Services, the monitoring services indicated in this Agreement, including as more fully described in the corresponding addendum or addenda hereto which are expressly incorporated herein.
 - 1.6 "Subscriber" means a client of Customer receiving the PERS Service or Products or any additional products or service provided by Lifeline and which Customer has elected to offer its clients.
4. **Billing and Payment.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:
 2. **Billing and Payment.** The Parties' respective obligations and rights with respect to pricing, billing and payment are as set forth in the Addendum applicable to the PERS Products and Services purchased hereunder. All payments are due by Customer to Lifeline thirty (30) days after date of invoice. Customer may elect to receive invoices by e-mail by indicating such election on the Customer Information form, Schedule 1 to Addendum 1 or by sending an e-mail to LifelineB2BBilling@Lifeline.com. Past due balances will be subject to a monthly finance charge

Lifeline

CONFIDENTIAL

Program Code: MA052

FIRST AMENDMENT

- to -

**Lifeline Remote Monitoring Services Agreement
Extension of Initial Term**

This Amendment ("Amendment,") is made as of the last date signed below (the "Effective Date") by and between Lifeline Systems Company, a Massachusetts corporation ("Lifeline"), with offices at 200 Donald Lynch Boulevard, 3rd Floor, Marlborough, MA 01752, and the following person or entity ("Customer"):

Customer information below:**Full Legal Name of Customer:**

Athol Memorial Hospital

Business Address of Customer:

2033 Main Street

Athol, MA 01331

WHEREAS, Lifeline and Customer have an existing Lifeline Remote Monitoring Services Agreement dated January 11, 2019 ("Agreement"); and

WHEREAS, the Parties wish to extend the Initial Term.

NOW THEREFORE, subject to the terms and conditions stated herein, the Parties agree to amend their Agreement as follows:

1. **Extension of Initial Term.** The Parties hereby extend the Initial Term of the Agreement through July 31, 2026.
2. **Products.** Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 1.4 "Product(s)" or "PERS Products" means the PERS equipment, supplies and peripherals and other home health or safety equipment provided by Lifeline pursuant to this Agreement.
3. **Definitions.** The Parties hereby agree to add the following Sections 1.5 and 1.6 to the Agreement:
 - 1.5 "PERS" or "PERS Service" means Personal Emergency Response Services, the monitoring services indicated in this Agreement, including as more fully described in the corresponding addendum or addenda hereto which are expressly incorporated herein.
 - 1.6 "Subscriber" means a client of Customer receiving the PERS Service or Products or any additional products or service provided by Lifeline and which Customer has elected to offer its clients.
4. **Billing and Payment.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:
 2. **Billing and Payment.** The Parties' respective obligations and rights with respect to pricing, billing and payment are as set forth in the Addendum applicable to the PERS Products and Services purchased hereunder. All payments are due by Customer to Lifeline thirty (30) days after date of invoice. Customer may elect to receive invoices by e-mail by indicating such election on the Customer Information form, Schedule 1 to Addendum 1 or by sending an e-mail to LifelineB2BBilling@Lifeline.com. Past due balances will be subject to a monthly finance charge

equal to 1.5%, or the maximum amount allowed by law, of the past due amount. All amounts payable pursuant to this Agreement are exclusive of any tax of any kind. All applicable taxes shall be paid by Customer unless Customer has provided Lifeline with an applicable tax exemption certificate.

5. **Notices.** Parties agree to delete Lifeline's notice to and copy to contact information in Section 9.1 of the Agreement and replace with the following:

Lifeline Systems Company
200 Donald Lynch Boulevard, 3rd Floor
Marlborough, MA 01752

6. **Lifeline Personal Response System.** Addendum 1 of the Agreement is hereby deleted in its entirety and replaced with a new Addendum 1 to the Agreement, which is incorporated herein.

7. **Standard Terms and Conditions.** The Parties Agree to delete Schedule 3 to Addendum 1 of the Agreement in its entirety, and all references thereto, and replace it with Section 2 of Addendum 1 to the Agreement as referenced above.

8. **Customer Information.** The Parties Agree to delete Schedule 1 to Addendum 1 of the Agreement in its entirety and replace it with the attached Schedule 1 to Addendum 1 of the Agreement.

9. **PERS Fee Schedule.** The Parties Agree to delete Schedule 2 to Addendum 1 of the Agreement in its entirety and replace it with the attached Schedule 2 to Addendum 1 of the Agreement.

10. **Agreement.** Except as specifically modified by this Amendment, the Agreement remains unmodified and in full force and effect.

11. **Execution of the Amendment.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the Parties transmitted electronically by facsimile or via pdf shall be deemed to be their original signatures for all purposes and exchange of copies of this Amendment by facsimile transmission shall constitute effective execution and delivery and may be used in lieu of the original Amendment for all purposes.

ACCEPTANCE

This Amendment must be signed by Customer and returned to Lifeline's home office before it is considered in full force and effect. The undersigned affirms that he/she is a duly authorized representative of the Party for which he/she is signing and has the authority to execute this Amendment on behalf of that Party:

Athol Memorial Hospital:

By: Ted Ledgard
Signature of Authorized Representative
Print Name: Ted Ledgard
Title: Athol-Orange Rotary
Date: 7/31/23

Lifeline Systems Company:

By: Dawn Fitzgerald
Signature of Authorized Representative
Print Name: Dawn Fitzgerald
Title: Director, Contracts and Compliance
Date: 8/1/2023

Lifeline®

Lifeline Care Plan Agreement

Primary physician		Third parties to be notified (if applicable)	
First name		First name	
Last name		Last name	
Street address		Street address	
Phone		Fax	

Information about Payer and payment					
First name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
Last name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
If applicable, organization name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
Billing address	City	State	ZIP code	Payer email address	
Affiliation Name and ID		<input type="checkbox"/> State funded		Medical Insurance Identification Number	
Monthly Fee(s)	\$	One Time Fee(s)	\$	Payment Frequency	Payment Method
Monitoring Service	\$	Enrollment Fee	\$	<input type="radio"/> Monthly	<input type="radio"/> Invoice
		Shipping & Handling	\$	<input type="radio"/> 6 Months	<input type="radio"/> Credit Card
				<input type="radio"/> Yearly	<input type="radio"/> Debit Card

Information about the service <i>For internal Lifeline use only</i>		
Program Name	Program Phone Number	Program Code
<input type="checkbox"/> This is a FOLLOW-UP Install	Installation Date:	
Model Type	Communicator #:	PHB/AAHB xmit code:
	Button # :	PHB/AAHB expiry:
<input type="checkbox"/> Multiple Subscriber Household (Complete a separate Care Plan Agreement for each Subscriber/Care Recipient)		

Signatures of Subscriber/Care Recipient (and, if different, Payer)			
Subscriber/Care Recipient		Payer (if different from Subscriber/Care Recipient)	
By signing below you confirm that:		By signing below you confirm that:	
1. the above information is accurate and complete;		1. the above information is accurate and complete; and	
2. you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i> ; and		2. you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i> .	
3. you have been given the User Manual for the Lifeline equipment.			
Signature of Subscriber/Care Recipient	Date	Signature of Payer (if different from subscriber)	Date



Lifeline Care Plan Agreement

Please complete this Care Plan Agreement with information that you would like Lifeline Trained Care Specialists to have ready in case of an emergency. Please return this Care Plan Agreement to Lifeline using the envelope included with your equipment box.

Information about the Subscriber/Care Recipient				
First name		Last name		Middle name
Phone – Home		Phone – Cell		Email Address
Preferred language <input type="radio"/> English <input type="radio"/> Spanish <input type="radio"/> Other:		Gender <input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Other:		Date of birth
Home Address			Additional Information	
Street, number			Hidden key location	
City	State	Zip Code	Directions to home	Cross Street
Township/Municipality	County		Home warning (e.g. dog)	
Medical Information				
Drug Allergies			Medical Conditions	

Information about Caregivers		
Caregiver One	Caregiver Two	Caregiver Three
First name	First name	First name
Last name	Last name	Last name
Street Address	Street Address	Street Address
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Relationship to Care Recipient:	Relationship to Care Recipient:	Relationship to Care Recipient:
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Email Address	Email Address	Email Address
<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond
<i>Select person(s) who are able to respond in case of an emergency and meet the following criteria: (1) have a key to the Care Recipient's home or know where a key is located; (2) could come to help at different times of the day or night; (3) live or work within 10 minutes of Care Recipient's home; AND (4) have a phone, preferably a cell phone. Ideally have a driver's license and access to a vehicle.</i>		
<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident
<i>Select person(s) who Lifeline should attempt to notify by phone in case of an incident, after help is dispatched.</i>		
<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator
<i>Select person(s) authorized by the Care Recipient to create, access and make changes to: (1) the Care Recipient's personal and health information; (2) their caregivers and roles; AND (3) the Lifeline account by phone, email or digital applications offered with your service.</i>		

LIFELINE TERMS AND CONDITIONS

Last Modified: March 12, 2024

Welcome to the Lifeline medical alert service! Below are the legal terms of the Agreement between you and Lifeline. ("Lifeline" means Lifeline Systems Company and its affiliated companies, the program and/or referral source named on your Care Plan Agreement and each of their affiliated entities.) Lifeline may also be referred to as "Company." Users of the Lifeline equipment ("Equipment") and associated services (collectively with the Equipment, the "Service") described in this Agreement may be referred to as "You" or "Subscribers".

By signing the accompanying Lifeline Care Plan Agreement form or by virtue of your use of the Service, you agree to the following terms and conditions ("Agreement"). THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH BELOW, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST LIFELINE ON AN INDIVIDUAL BASIS, MEANING YOU CANNOT BRING CLAIMS AGAINST LIFELINE IN COURT, OR ON BEHALF OF ANYONE ELSE IN ARBITRATION

What is the Lifeline Service?

Depending on the Equipment you have selected, either (i) a Lifeline Communicator will be installed in your home, and you will be given a Personal Help Button (**PHB**) that pairs with the Communicator, or (ii) you will receive an On the Go mobile device that includes help button and a built-in communicator. Be sure to read the User Manuals for the Equipment. Lifeline will monitor the signals sent from the Equipment to the Lifeline Response Center (may also be referred to as the "Central Station"). If the Central Station receives a "Help Needed" signal from the Equipment, Lifeline will make a reasonable effort to promptly contact you. If, after making (or trying to make) contact, Lifeline decides it is necessary in its reasonable judgment, it will then notify your Caregivers (in the order shown in the Agreement, or as you otherwise indicate to Lifeline) or Police, Fire or Ambulance.

How Lifeline Responds to Your Requests.

You agree that Lifeline may rely absolutely on statements made by you or your Caregivers, or any person who says that they are acting on behalf of you or a Caregiver. You agree that Lifeline is not responsible for the promptness, sufficiency, or adequacy of the action of any Caregiver or any third party responding to an incident. You understand that Lifeline does not represent or guarantee that Caregivers can be contacted or will respond, or that their response will be safe or effective. You agree that the Caregivers have been designated by you (or a Caregiver acting on your behalf) and are not agents or representatives of Lifeline.

If You Ordered Mobile Equipment

Certain Equipment, including a Lifeline Wireless Communicator, and/or the On The Go ("OTG") Equipment (OTG and Lifeline Wireless Communicator may be collectively referred to as "Mobile Equipment") will be able to send a help signal to the Central Station via a cellular signal, if cellular service is available. The OTG permits two-way communications between you and the Central Station directly through a microphone and speaker built into your OTG, and contains technology designed to help us approximate your location.

Some OTG devices include automated data collection, including steps and other motions to collect subscriber's mobility statistics, and wearing engagement to track the hours per day the device is in active use (subscriber is wearing the device). The subscriber shall be required to give consent for the device data tracking for those OTG devices. This data will be transmitted to the Lifeline server silently without subscriber, name, date of birth and other personal information. The data is identified by the serial number of the device. This data can be shared with subsidiaries, affiliates, employees, contractors, service providers, and third-party partners that assist Lifeline in providing or supplementing the Service and may be made available to Health Plans and Provider Networks.

Some OTG devices support optional Away Service. The Away Service requires consent from the subscriber. The subscriber must provide at least one Away Service Contact that will be notified when the subscriber leaves and returns to their home location. The Away Service Contact shall be notified when they are designated by a subscriber via email notification. If SMS text messages are available to the Away Service Contact, the contact must provide express written consent prior to Lifeline sending SMS notifications.

Relationship with Mobile Carrier.

You understand that Lifeline, not you, contracts with a mobile carrier ("Carrier") to provide wireless communications transmission and connectivity ("Mobile Service") related to operation of the Mobile Equipment. You understand and agree that you have no contractual relationship with the carrier, and you are not a third-party beneficiary of any agreement between Lifeline and the carrier. You understand and agree that the Carrier has no liability of any kind to you, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Mobile Service. You have no property rights in any number assigned to you or your On the Go and understand that any such number can be changed at any time by Lifeline and/or the Carrier. You understand that neither Lifeline nor the Carrier can guarantee the delivery, privacy, or security of wireless transmissions to and from the Mobile Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Mobile Equipment. You may not resell the Lifeline service (or any component thereof) to any other party.

Your Responsibilities as a Subscriber ("Care Recipient"). You understand that you must:

- Promptly install and activate your Equipment, or contact Lifeline Customer Service to have your Equipment installed for you (additional fees may apply);
- Provide electrical power to your Lifeline Communicator if one is provided to you. The Lifeline Communicator will not work if unplugged during a power outage or if A/C power is not provided. (The unit has a backup battery that will work for a limited period of time.) Lifeline does not take responsibility to notify you or your Caregivers if your Lifeline Communicator stops receiving power.
- Recharge the battery of your ON THE GO, in accordance with the User Manual instructions. The On the Go contains an internal battery but will not work or be able to access the Mobile Service if the battery is allowed to discharge. Lifeline does not take responsibility to notify you or your Caregivers if your On the Go battery is low or becomes discharged.
- Provide a functioning telephone connection to your Lifeline Communicator if one is provided to you. The Lifeline Communicator will not work if the telephone service is down.
- Give accurate information about your designated caregivers ("Caregivers"). You represent that your Caregivers have agreed to act as Caregivers.
- Not alter or modify the Equipment.
- Not move Equipment from its original installation without Lifeline's prior authorization.
- Allow access for Lifeline representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- Not cause repeated false alarms, otherwise Lifeline may discontinue your service.
- Be responsible for providing Caregivers with access to your home.
- Promptly inform Lifeline of any changes to the information provided in this Agreement. All changes are solely your responsibility and become effective only after you communicate them to Lifeline.
- Follow Lifeline's recommended procedures
- Pay any fine resulting from a false alarm
- Follow the instructions for use in your User Manual and do not use the Equipment or Mobile Service in a prohibited manner.
- Be responsible for providing Caregivers with access to the location you are in.
- Remain solely responsible for any use of your Mobile Equipment and Mobile Service, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for anyone using or accessing the Mobile Service on your behalf.
- Power down your OTG device prior to traveling on an airplane, and ensure you power it back on when it is safe to do so.
- Notify Lifeline in advance of returning your Mobile Equipment for service, and power down your On the Go device prior to returning it for service.

The Lifeline Service Relies on your Telephone Service to Operate.

If your telephone service is out of order or disconnected, the Equipment will not operate until telephone service is restored. Lifeline has no control over your telephone service. And it will not know if your service is not working. Therefore, it cannot provide the Lifeline service during that time, or notify your Caregivers that your telephone service is out of order.

Also, please be aware that using telephone service provided via the internet, broadband, VoIP, or any other non-traditional telephone service presents risks for non-transmission of the signals from the Equipment to

Lifeline's call center and the Equipment may not operate as intended.

Mobile Location Tracking.

You understand that Lifeline attempts to track your precise location whenever it receives a signal from location-enabled Mobile Equipment, including OTG devices. Some of these devices also include optional Lifeline Away Service. You authorize Lifeline to collect, use, disclose, transmit, process, store and share this information to (a) provide, maintain, and improve the Mobile Service and Equipment, and (b) in case of an Incident, provide your location information to Lifeline's partners, Caregivers, contacts designated by you, third party service providers (including emergency services) and any person claiming to be acting on behalf of a Caregiver. Lifeline also uses location information to provide the Service, including to respond to requests from Subscribers and improve the quality, safety, accuracy, and security of the Service. Lifeline also uses location information for any purpose to which a subscriber consents. Lifeline may share location information with subsidiaries, affiliates, employees, contractors, service providers, and third-party partners that assist Lifeline in providing or supplementing the Service.

Lifeline may also share location information with medical providers, emergency personnel, and other entities with a Subscriber's informed consent. Lifeline may also share location information with healthcare data exchange partners, managed care providers, insurance plan providers and administrators.

Lifeline does not guarantee that we can always track your location, due to the limits of location tracking technology, Mobile Service, and external factors not within Lifeline's control.

Mobile Service Limitations.

The Mobile Equipment (i) may receive global positioning satellite (GPS) signals, and (ii) communicates with Lifeline via wireless communications networks. The availability of Mobile Service and use of Mobile Equipment is subject to many limitations. The Mobile Service will not work if (a) your Mobile Service subscription with Lifeline is not active; (b) your Mobile Equipment does not have sufficient electrical power (either battery or outlet); (c) you are located outside the 50 United States or are outside the operating range of the Carrier's network; or (d) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including Internet, computer, telecommunication or other system failures, and other factors and conditions. Lifeline assumes no liability for or relating to the delay, failure, interruption, or corruption of any voice call quality, or data transmitted while using the Mobile Service, nor for the accuracy or precision of location information it provides to Caregivers.

Telephone Communication Acknowledgement. You expressly agree and consent that Lifeline and its business associates may use any telephone number that was provided by or on behalf of you, regardless of whether it is a cell phone, commercial, or residential number, in order to provide health care, emergency, and account communications (including debt collections), regardless whether your number is listed on any federal, state, or local do-not-call registry. You acknowledge and consent to any such communications, including via automated telephone dialing, text messaging, and/or pre-recorded calls or voicemails (collectively "Automated Communications"). Message or data rates may apply.

Your consent to receive Automated Communications at any number provided by or on behalf of you is not required to receive health care services. You may opt-out of receiving Automated Communications by contacting us at the number provided in such Automated Communications. Lifeline will honor opt-out requests within 30 days. Regardless of opt-out preference, Lifeline may still contact any provided number regarding healthcare communications or emergencies. This telephone communication acknowledgement applies to all past, present and future Lifeline services, until revoked.

Away Service Contacts. Depending on your device, you may be able to add Lifeline's optional Away Service, which allows you to designate one or more contacts to be notified when you leave or return to a designated geographic zone. To activate this service, you must designate at least one Away Service contact to sign up to receive Away Service notifications via email or text (SMS), including automated text messages. Away Service contacts must agree to, and sign Lifeline's Automated Communications Policy provided to Away Service contacts via email at the time of designation.

You agree to indemnify, defend, and hold harmless Lifeline from and against all claims, demands, liabilities, damages, losses, and expenses, including any statutory civil damages or penalties, which may be asserted

against or incurred by Lifeline by or due to any person or entity not a Party to this Agreement, arising out of or related to the communications, including Automated Communications, described in this Section.

Will the Lifeline Service Work If My Phone is Off the Hook or I Lose My Dial Tone?

Your Equipment needs a dial tone to be able to contact Lifeline. Even if your telephone service is working, your telephone line can lose a dial tone if a phone is off the hook or other devices are using the phone line. To reduce the risk that your Lifeline Equipment will not have a dial tone, you can ask your telephone company to install technology in your home, such as an RJ31x jack, to permit your Lifeline Communicator to "seize" the line and obtain a dial tone. (Lifeline cannot install an RJ31x or equivalent; you must do so.)

Special Note about AutoAlert/ On the Go

If you order the AutoAlert Help Button or the ON THE GO, be aware that it will NOT detect all types of falls. Therefore, if you fall, **you should still try to press your button if possible.**

Fall Detection Feature. In certain situations, the Fall Detection Feature of a user's Equipment may not detect a fall, including certain movements including, but not limited to, (i) a gradual slide, such as from a seated position, (ii) lowering oneself slowly to the ground (to brace the impact of a fall), or (iii) a fall from a height of less than 20 inches (0.5 meters). Further, certain conditions may affect the ability of the Fall Detection Feature to detect a fall, including but not limited to (i) use of the Equipment at an altitude above 6,600 feet (2000 meters), (ii) use of the Equipment by a user less than 4 feet 6 inches (1.4 meters) in height, or (iii) use of the Equipment by a user weighing less than 88 pounds (40 kilograms). However, the ability to send a help or distress call by pressing the help button is not affected by such conditions. You hereby acknowledge and agree that the Fall Detection Feature may not always detect a fall and release Lifeline of all liability that may arise from a failure of the Fall Detection Feature to detect a fall.

Audio Listen In and Forcible Entry. The Service includes a two-way voice transmitter that is meant to be heard, under optimal conditions, throughout most of the Subscriber's residence. In the event that the two-way audio is not clear, or the Central Station does not hear any voice or audio response, the Subscriber authorizes the Company and Central Station to follow emergency response procedures. Pursuant to these procedures, the Company will first notify 911, unless the Subscriber has previously told the Company otherwise in writing, in which case the Central Station will contact individuals in the Subscriber-provided call list in the priority order previously indicated by the Subscriber. Subscriber authorizes the Company in its sole discretion to authorize forcible entry to gain access to Subscriber's premises in the event the Service emits a signal to the Central Station and the Subscriber cannot either be heard through the unit's microphone or does not answer the telephone. Subscriber further understands that if a responder is unable to enter Subscriber's home, Subscriber authorizes the responder to break into Subscriber's home, even if such entry will cause damage. The Subscriber does hereby release the Company, the Central Station, and any responders from any and all liability whatsoever as a result of said forcible entry.

Medical or Related Expenses. In the event the user utilizes the Equipment by sending a "Help Needed" signal or emergency request, the user does hereby authorize Lifeline to seek to notify or obtain assistance. The User shall be obligated for and agrees to pay any costs and expenses incurred including, but not limited to, ambulance, physician or other medical assistance in obtaining that assistance, or whatever costs are incurred as a result of the use of the Services.

Option to Update Vital medical Data Information. At the option of the user, the user shall communicate by telephone or in writing to Lifeline for the purpose of verifying vital medical information to be put on file and updating said information, if necessary. It is the user's responsibility to update their vital medical information on file with Lifeline, and to ensure the accuracy and completeness of such information. Additional medical information should be displayed on refrigerator or other accessible location.

Authorization to Company. The Subscriber agrees to supply 24-hour 110 volt circuits as required to power the Services, and the appropriate telephone service or any other equipment that may be deemed necessary by the Company. The Company shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber's telephone systems for use with the Services. **LANDLINE USERS:** If the Subscriber shall change their telephone service to Voice Over Internet Protocol ("VOiP") or anything other than a traditional land line carrier, the Company must be notified and a test signal must be sent after conversion. The Company is not responsible for interruptions in service due to failure by any third party telephone or Internet service providers.

Interruption in Services and Testing of the Equipment. Subscriber acknowledges and understands that the Services are contingent upon, among other factors, connectivity to a phone line or cellular signal as applicable. Subscribers understand and agree that the use of cellular based solutions for applicable Services includes risks associated with the quality and reliability of cellular signals and service, and cellular communications are affected by a number of factors outside of the Company's control, including that cellular based solutions rely on third party services from wireless carriers such as AT&T, Sprint, T-Mobile and Verizon that are not controlled by the Company or its representatives. Subscribers with a unit that connects to or plugs into a landline telephone system understand and agree that the use of telephone line based solutions for Services includes risks associated with the quality and reliability of such phone lines and service, and are affected by a number of factors outside of the Company's control. The Company assumes no liability for cellular interruptions, phone line interruptions, delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond the control of the Company, and will not be required to supply service while said interruption may continue. The Subscriber further acknowledges that even if cellular based solutions work well at the time of first test, activation or installation, the Subscriber is responsible for monitoring signal strength, power and service quality on an on-going basis. The Company is not responsible for maintaining, monitoring, or testing the networks used for communication and can only provide timely and accurate response if all equipment and networks are working correctly and providing adequate signal strength. Users of cellular based solutions should test their equipment on a regular basis to identify any deterioration of network service and signal strength. The Subscriber also acknowledges and understands that there may be additional issues related to sending information from the Services to the monitoring center over cellular networks beyond what is mentioned here. The Subscriber further understands that technology used for cellular communications can fail at any time and releases the Company, its staff, employees, owners, shareholders, officers, contractors, representatives and vendors from any and all liability related to the transmission of emergency signals or communications over cellular networks.

Misuses and Abuse of the Equipment. In the event the Subscriber violates any part of this Agreement, misuses or damages the Equipment or the Services, or causes an excessive number of false alarms or activations, the Company may suspend all Services and Equipment and terminate this Agreement upon giving 30 days written notice to the Subscriber.

How Lifeline Uses Your Personal Information.

Lifeline uses Personal Information in order to provide the Equipment and Services provided in this Agreement, including to respond to requests and administer requests related to the Services. Lifeline also uses Personal Information to improve the quality, safety, accuracy, and security of the Services. Finally, Lifeline uses Personal Information for any purpose to which you consent. Lifeline may share Personal Information with our subsidiaries, affiliates, employees, contractors, service providers, and our third party partners that assist us in providing or supplementing the Services. Lifeline may also share Personal Information with medical providers, emergency personnel, and other entities with your informed consent in connection with your use and our provisioning of the Services. Lifeline may also share Personal Information with our healthcare data exchange partners that assist the Company in enhancing the quality and accuracy of the Services, including to obtain additional information regarding potential medical incidents and emergencies, such as the location of hospital admissions, discharge and medication instructions, and other Personal Information and/or PHI. Lifeline may also share Personal Information with managed care providers that help facilitate, refer, and/or administer the Services. Finally, Lifeline may share Personal Information to respond to subpoenas, court orders, or other legal process or as otherwise required by law, to prevent fraud or other illegal activities, to prevent bodily harm to a Subscriber or another party, to establish or preserve a claim or legal defense, and in connection with a corporate restructuring, merger, or sale of assets, or divestiture. With regard to any outsourcing or sharing of Personal Information, Lifeline is not liable to subscribers for the acts or omissions of third parties.

Sale of Data and Third Party Marketing: When otherwise consistent with applicable state and federal laws and regulations, Lifeline may sell, lease, trade, rent, or otherwise disclose Personal Information to third parties. Lifeline has not and will not sell the Personal Information of minors under 16 years of age without affirmative authorization. For information regarding the categories of Personal Information we have sold in the preceding 12 months, please visit our website privacy policy located at <https://www.lifeline.com/privacy-policy/>.

California Residents: Applicable law California residents with specific rights concerning their Personal Information. If you are a California resident or if you otherwise believe that applicable law provides you with

data access rights), please refer to the "Your Choices and Rights" section of the Company's website privacy policy located at <https://www.lifeline.com/privacy-policy/> for information on contacting us to inquire about data access rights.

Residents of Other Jurisdictions: If applicable law provides you with the right to review, correct, update, or delete Personal Information that you previously have provided to us, please contact us using our contact information located in the "Contact Information" section of the Company's website privacy policy located at <https://www.lifeline.com/privacy-policy/> should you wish to do so. We will respond to your request consistent with applicable law..

If you have been provided a separate privacy notice from Lifeline, your referral source, or your program in connection with the Equipment and/or Service, please refer to that notice for more information regarding the use of your personal information.

Monthly Monitoring and Other Charges; Cancellation.

The monthly monitoring charge, plus any applicable sales tax and the one-time, non-refundable programming fee, will begin on the day the equipment is sent. This Agreement will automatically renew unless either Party gives written notice to the other Party of its intent to cancel. The Subscriber understands that there is a three month minimum monitoring charge that is to be paid at the time of order. If the Subscriber has activated the Services and wishes to cancel this Agreement prior to the end of initial three month time period, he or she is entitled to a full refund of any unused pre-paid monitoring charges less the three month minimum and a \$35.00 restocking fee. After initial 12 months of service, Company has the right annually to increase monthly charge and Subscriber agrees to pay such increase as invoiced, unless the Subscriber has purchased the price lock guarantee for the term of the Agreement. Failure to return all equipment in a satisfactory condition will result in a charge of \$350. The Subscriber's account will continue to be billed at the agreed upon monthly rate until the equipment is returned in good working order. Company has the right to charge late fees if monthly monitoring fee is not paid on time. Failure to maintain payment for monthly monitoring fee will result in termination of monitoring service and acceleration of return of equipment.

Electronic Payments.

If you choose, you may be able to automatically make your payments electronically. By doing so, you may be eligible for a reduction in certain fees. Contact Lifeline Customer Service who will talk to you about how to submit automatic electronic payments.

Lifeline's Rights.

Lifeline has the right to disable Mobile Equipment or otherwise block access to the Wireless Service if you are suspected of abuse or fraudulent activity. Abuse and fraudulent use of Wireless Service include, but are not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another Lifeline customer; (ii) tampering with or making an unauthorized connection to the wireless network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Wireless Service; (iv) subscription fraud; (v) using Wireless Service in such a manner so as to interfere unreasonably with the use of the Wireless Service by one or more other subscribers or to interfere unreasonably with Lifeline's ability to provide the Wireless Service; (vi) using the Wireless Service to convey obscene, salacious, or unlawful information; (vii) using the Wireless Service without permission on stolen or lost Mobile Equipment; (viii) Unauthorized Access; and (ix) using the Wireless Service to provide voice over IP services; and Lifeline shall not be liable for damages arising from or related to any abuse or fraud facilitated by you. UNDER CERTAIN CIRCUMSTANCES, SOME OR ALL OF THE WIRELESS SERVICE MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO LIFELINE OR THE CARRIER. Use of the Wireless Service is at your sole risk. You acknowledge and agree that you have not relied on and are NOT entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

You agree to hold harmless and defend Lifeline from and against any loss, liability, damage, expense (including attorney's fees) or claims of third parties resulting from any use or misuse of the Mobile Equipment or Wireless Service by you or any third party using the Mobile Equipment or Wireless Service through you and from your breach of any of the terms of this Agreement. Neither Lifeline nor the Carrier would have agreed to provide the Mobile Equipment or Wireless Service to you if you did not agree to this limitation.

ARBITRATION AND CLASS ACTION WAIVER

Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both the Subscriber and the Company agree that any legal dispute between the Subscriber and the Company, including but not limited to any of the Company's parents, affiliates, subsidiaries, employees, service providers, successors, assigns, and agents, concerning or arising in any way out of this Agreement or the Services shall be resolved through binding individual arbitration. The Subscriber understands and agrees that they are waiving their right to sue or go to court to assert or defend their rights. The term "dispute" means any dispute, action, claim, or other controversy between you and the Company, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to the Company at 200 Donald Lynch Blvd. 3rd Fl. Marlboro, MA 01752 or (2) to you at the postal address on file with the Company. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or a court shall select, another arbitration provider. Unless you and the Company agree otherwise, any arbitration hearing shall take place in the county of your residence (as determined by your billing address on file with the Company). Except for claims determined by the arbitrator to be frivolous, the Company will pay all filing, administrative, arbitrator and hearing costs and waives any rights it may have to recover an award of attorneys' fees and expenses against you.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court. You and the Company also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Company hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the state or country of your residence, as determined by your mailing address on file with the Company, will govern. The Company will provide notice of any material changes to this Arbitration Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of that waiver. This Arbitration Agreement survives without regard to the termination of the contract or other relationship with the Company.

NO WARRANTY OR REPRESENTATION: THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THE SERVICES WILL PREVENT PERSONAL INJURY, LOSS OF LIFE OR PROPERTY, OR DAMAGE, OR THAT THE SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SUBSCRIBER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY. THE SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE COMPANY OR ITS

AGENTS, SERVANTS OR EMPLOYEES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY UNLESS INCLUDED IN THE AGREEMENT IN WRITING.

Testing of the Services. The Parties agree that the equipment is in the exclusive possession and control of the Subscriber and that it is the Subscriber's sole responsibility to test the operation of the equipment and to notify the Company, in writing, if any equipment is in need of repair or service. The Company shall not be required to service the equipment unless it has received such written notice from the Subscriber. The Subscriber further acknowledges that the Services may be dependent upon the proper functioning of a battery. If the battery needs service, the Subscriber must notify the Company in writing. The Company shall have a period of 72 hours after receipt of such written notice, exclusive of weekends and holidays, within which to provide service (i.e., replace the unit, transmitter and/or battery, as required). In the event Subscriber moves the Equipment from the location where it was originally installed, or in case any utility such as the telephone company or power supplier makes any repair or interrupts service, the Subscriber agrees to immediately notify the Company and to retest the Services, as described in this Section, without delay. Subscriber agrees to TEST their Equipment MONTHLY. The Company is not responsible for the testing of the Services. The Company may conduct its own testing of Equipment or Services and Subscriber understands and agrees that neither The Company nor its agents or service providers are under a duty to contact Subscriber regarding the results of the Company's testing, including, without limitation, any failure or inability of the Company to detect or connect with the Subscriber's Equipment.

Right to Subcontract Lifeline Response Center Service. The Company may, in its sole discretion, subcontract for the provision of Lifeline Response Center services under this Agreement. The Subscriber acknowledges and agrees that the provisions of this Agreement inure to the benefit of, and are applicable to, any third party Response Center operator (a "Response Center Subcontractor" or "Central Service Subcontractor") engaged by the Company to provide this service to the Subscriber, and the Subscriber agrees to be bound to such Response Center Subcontractor with the same force and effect as this Agreement binds the Subscriber to the Company.

Self-Protection/Subscriber's Duties. The Subscriber understands that the Services are used to help the Subscriber protect his or her person. It does not assure nor guarantee such protection. Subscriber is encouraged, and agrees, whenever practical, to use all other safety and medical devices and techniques available to the Subscriber for such protection. Available devices and techniques are too numerous to list, but include at a minimum: (a) basic health precautions; and (b) adherence to physicians' directions and recommendations.

Equipment Use/Subscriber's Duties. The Subscriber understands that certain laws, rules, regulations and ordinances imposed by governmental authorities, utilities, businesses, homeowner's associations, and/or other entities may affect the Subscriber's rights in relation to the installation of Equipment, and Services provided, under the Agreement.

Physical Response. The Subscriber is advised that certain areas of the country have in existence requirements that when an alarm monitoring service reports a medical alarm to a responding agency, that it must also report such alarm to an entity available 24 hours each day, which entity is contractually obligated to respond to the emergency within one hour or within another designated time frame.

SUBSCRIBER AGREES AND UNDERSTANDS. THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE FOR PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMIES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT THE COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, EVEN IF DUE TO THE ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF THE COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE OF THE EQUIPMENT TO PERFORM, OR BREACH OF

CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SERVICES OR ANY LIFELINE RESPONSE CENTER OR RESPONSE CENTER SUBCONTRACTOR; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR LIFELINE RESPONSE CENTER OR RESPONSE CENTER SUBCONTRACTOR FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF THE COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR ANY CLAIM FOR DISTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1500.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

INDEMNIFICATION: Subscriber agrees to indemnify, defend, waive jury trial and hold harmless the Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or incurred by the Company by or due to any person not a Party to this Agreement, including the Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording or communications, operation or non-operation of the Equipment, Services or Lifeline Response Center Or Response Center Subcontractor facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

FULL AGREEMENT: This Agreement constitutes the full understanding by and between the parties hereto, and may not be amended or modified, except in writing signed by both parties. This Agreement shall not be binding upon the Company unless signed by an authorized officer.

ASSIGNMENT: It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without the prior written consent of the Company, and any such assignment without such prior approval shall be deemed a breach of this Agreement. The Company shall have the right to assign this Agreement to any other company engaged in a business similar to that of the Company, and upon such assignment, the Company shall be relieved of any obligations created therein.

INVALID PROVISIONS: In the event that any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the other terms thereof shall remain in full force and effect.

UPDATES: Company may post updates and addendums to these Terms and Conditions on this page and may also mail updated Terms and Conditions to the Subscriber address on file.

CELLULAR BASED SOLUTIONS: Subscriber acknowledges and understands that the use of cellular based solutions for Equipment or Services includes additional risks associated with the quality and reliability of cellular signals and Mobile Service. Cellular communications are affected by a number of factors outside the control of Lifeline and may be impaired or blocked by building construction style, building materials, atmospheric conditions (i.e. weather), distance from transmitter to receiver, surrounding terrain, battery life, signal strength, cellular network traffic, cellular tower condition and interference from other cellular devices. Subscriber also understands that cellular based solutions rely on third party services from wireless carriers such as AT&T, All-Tel, Cingular, Sprint, T-Mobile and Verizon that are not controlled by Lifeline or its

representatives.

Subscriber acknowledges that even if cellular solutions work well at the time of first test, activation or installation, Subscriber is responsible for monitoring signal strength, power and service quality on an on-going basis. Lifeline is not responsible for maintaining or monitoring the networks used for communication and can only provide timely and accurate response if all equipment and networks are working correctly and providing adequate signal strength. Users of cellular based solutions should test their equipment on a regular basis to identify any deterioration of network service and signal strength. Subscriber also acknowledges and understands that there may be additional issues related to sending information from the Equipment or Services to the monitoring center over cellular networks beyond what is mentioned here. Subscriber further understands that technology used for cellular communications can fail at any time and Subscriber releases Lifeline, its staff, employees, owners, shareholders, officers, contractors, representatives and vendors from any and all liability related to the transmission of emergency signals or communications over cellular networks.

GPS LOCATION TECHNOLOGY AND SERVICES: Subscriber understands that the Mobile Equipment, Equipment, or Services uses the Global Positioning System (GPS) to provide location data. Subscriber further acknowledges that there are risks involved in using cellular services beyond what is detailed herein. Furthermore, Subscriber releases Lifeline, its staff, employees, owners, shareholders, officers, contractors, and vendors from any and all liability in regards to the transmission of an emergency signal, location information or communication over the cellular network.

This Agreement, and any Addenda hereto (together, the "Agreement"), is the entire Agreement between You and Lifeline. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Lifeline. This Agreement supersedes all prior representations, understandings or agreements between You and Lifeline and may be amended or revised at any time without prior notice to you by Lifeline, at its sole discretion. You agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.

Philips Lifeline Care Plan Agreement

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<input type="checkbox"/> This is a PARTIAL Install <input type="checkbox"/> This is a FOLLOW-UP Install		Program Name		Program Phone Number		Installation Date	
Program Code		Household Phone # ()		Model Type		Unit #	
Accessories							
Salutation		Subscriber Last Name		First Name		Middle	
Suffix							
Preferred Name		Last Name Sounds Like		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
Date Of Birth							
Household Information				Emergency Phone Numbers (Do not list 911 or 800 #'s)			
Residential Street Address/Apt.#				CENTRAL DISPATCH ()			
				POLICE ()			
City				FIRE ()			
State							
Zip Code							
Township/Municipality				County			
				AMBULANCE <input type="checkbox"/> Check If Private ALTERNATE AMBULANCE () ()			
Household Hidden Key Location				Directions To Home (Must Be Provided If PO Box Listed)			
				Additional Services <input type="checkbox"/> Healthcare Directives <input type="checkbox"/> Inactivity Alarm Service Special Instructions <input type="checkbox"/> State Funded <input type="checkbox"/> Lifeline Smoke Detector			
Drug Allergies		Medical Conditions and/or Diseases				Household Warning	
Responder One		Responder Two		Responder Three			
Name (First/Last)		Name (First/Last)		Name (First/Last)			
Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other			
Street Address		Street Address		Street Address			
City, State, Zip Code		City, State, Zip Code		City, State, Zip Code			
Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify <input type="checkbox"/> Reminder Contact			
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()			
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()			
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()			

Philips Lifeline Care Plan Agreement

Program Code	Subscriber Last Name	First Name	Household Phone # ()	Program Name
Notify		Notify		
Name (First/Last)	Family Relation <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	Name (First/Last)	Family Relation <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()	Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()	Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()	Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell ()	
Primary Physician		Third Party Notify		
Name (First/Last)	Name (First/Last)	Fax Number ()		
Phone ()	Name (First/Last)	Fax Number ()		
Preferred Hospital		Referral Source		
Hospital Name		Name (First/Last)	Phone ()	
City, State	Phone (REQUIRED) ()	Organization/Agency Name	Position/Title	
<input type="checkbox"/> Multiple Subscriber Household (You must complete a separate Care Plan Agreement for each Subscriber) Name of Additional Subscriber		Street Address	City, State, Zip Code	
		Coupon Code	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 100px; height: 20px; text-align: center;">A</div> <div style="border: 1px solid black; width: 100px; height: 20px; text-align: center;">B</div> <div style="border: 1px solid black; width: 100px; height: 20px; text-align: center;">C</div> </div>	
Subscriber Notes				
Payer Information				
First Name (If applicable organization name)		Last Name		Home Phone No ###-###-####
Street Address				Work Phone No ###-###-####
City	State	Zip Code	Social Security Number	Medicaid Number
Monthly Fee(s)		One Time Fee(s)		Payment Frequency
Monitoring Service \$		Enrollment Fee \$		<input type="checkbox"/> Monthly
Inactivity Service \$		Shipping & Handling \$		<input type="checkbox"/> Quarterly
				<input type="checkbox"/> Yearly
				Payment Method
				<input type="checkbox"/> Invoice
				<input type="checkbox"/> Credit Card
				<input type="checkbox"/> Debit Card
Card Type <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Name (as it appears on Card)		Card Number	Expiration Date
For Program Use Only (Not to be Entered by Data Entry)				
Signature Of Subscriber		Date	Signature Of Payer (If Different)	
			Date	

PHILIPS LIFELINE MONITORING SERVICES-CARE PLAN AGREEMENT

1. PARTIES AND SERVICES: The person named as Subscriber and the person named as Payer (which for purposes of these terms and conditions are collectively referred to as "Subscriber") hereby contract with Program, listed on the front of this Agreement for the Philips Lifeline Medical Alert Service (the "Service"). The obligations of Subscriber and Payer are joint and several, which means that both of you are equally responsible for the obligations of the Subscriber under this Agreement.

The Service includes Philips Lifeline Equipment and Monitoring. ("Equipment" means a Lifeline home communicator and Personal Help Button. It may also include a Smoke Detector or other authorized Lifeline accessories if such accessories have been installed in Subscriber's home. **YOU DO NOT HAVE A SMOKE DETECTOR UNLESS YOU HAVE GIVEN SPECIAL INSTRUCTIONS TO RECEIVE A LIFELINE SMOKE DETECTOR AND THAT SMOKE DETECTOR HAS BEEN INSTALLED**). Monitoring is provided through a Response Center. The Response Center may be operated by Program directly or by sub-contract with Philips Lifeline (The term "Program" includes Lifeline to the extent that it provides monitoring services for Program).

The Service includes receipt, analysis and response to alarm signals from Equipment. Upon receipt of a signal, Program will make reasonable effort to promptly contact Subscriber and if Program deems necessary in its reasonable judgment, notify Responders, in the order designated by Subscriber on the front of this Agreement, or Police, Fire or Ambulance (designated on the front of this Agreement). (Responders listed by Subscriber and Emergency numbers for Central Dispatch, Police, Fire or Ambulance identified by Subscriber are collectively referred to as "Responders").

Subscriber agrees that Program may rely absolutely on the statements of Subscriber, Responders, or any person who says that they are acting on behalf of a Responder or Subscriber, with respect to the location and condition of Subscriber.

Subscriber agrees that Program is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or any third party acting for a Responder. Subscriber agrees that Program in no way represents or guarantees that Responders can be contacted, can or will respond, or that any response will be safe or effective. Subscriber agrees that the Responders have been designated by him or her and are not agents or other representatives of Program.

2. TERM & TERMINATION: This Agreement starts when Equipment is installed and it may be terminated by either party by sending the other party thirty (30) days prior written notice. Program may terminate this Agreement at any time for non-payment of fees or abuse of the service. Upon termination, Subscriber will return Equipment to Program. Upon termination, Subscriber may elect to 1) Mail Equipment to the Program at Subscriber's expense or 2) Pay the Program for either a) UPS pick-up or b) Removal by a Home Service Representative at the Program's current rates for such services at the time the Equipment is removed. If Subscriber fails to return Equipment within thirty (30) days following termination, then Subscriber agrees to pay Program in cash the fair market value of Equipment at the end of such thirty (30) day period.

3. SUBSCRIBER DUTIES: The Subscriber must:

- a. Provide and be responsible for suitable electrical and telephone service for installation and operation of Equipment.
- b. Select and give accurate information as to all Responders. Subscriber represents that personal Responders have agreed to act as Responders.
- c. Not alter or attempt repairs to Equipment.
- d. Not move Equipment without Program's prior written authorization.
- e. Allow access for Program representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- f. Not cause repeated or frequent inadvertent or any willful false alarms.
- g. Provide Responders with access to Subscriber's home.
- h. Promptly inform Program of any changes to the information provided in this Agreement. All changes are the sole responsibility of Subscriber and shall become effective at the time of delivery to Program.
- i. Test Equipment at least once a month with the Personal Help Button and otherwise follow recommended procedures established by Program.
- j. Pay any fine resulting from a false alarm, including an Inactivity Alarm.

4. FEES: Subscriber agrees to pay the Fees associated with this Agreement along with any applicable sales tax or for any additional services later agreed to by the parties. Fees are subject to change upon thirty (30) days' prior written notice to Subscriber. Payment is due upon receipt of invoice. Past due balances (over thirty (30) days past due) will be subject to a monthly finance service charge equal to eighteen (18%) percent per annum, or the maximum allowable by law. Program may terminate this Agreement for non-payment of fees and recover all payments due to Program. In the event that it shall become necessary for Program to institute legal proceedings to collect payments due under this Agreement then Subscriber agrees to pay Program's reasonable attorney's fees for such collection action except where prohibited by law. Subscriber agrees to pay for a full month of service for any month in which the Subscriber has Service.

5. TELEPHONE LINES and RJ31X JACK: If Subscriber has two or more telephones in his/her home using the same telephone number, and if one of these phones is in use or off the hook, the Equipment will not operate without a special connection, such as an RJ31X jack. If Subscriber would like this type of connection, it is the responsibility of Subscriber to have the telephone company install it.

6. INTERRUPTION OF SERVICE: Subscriber acknowledges that the Equipment sends its signals using electrical and telephone company lines which are wholly beyond the control of Program and **IN THE EVENT TELEPHONE SERVICE IS OUT OF ORDER OR DISCONNECTED, THE EQUIPMENT WILL NOT OPERATE**. Program does not assume any liability for interruption of the Service due to strikes, riots, sabotage, terrorist activities, floods, storms, earthquakes, fires, power failure, interruption of telephone service, acts of God, or any other cause beyond Program's control including, without limitation, the activities of Subscriber. **PROGRAM IS NOT REQUIRED TO SUPPLY THE SERVICE DURING THE CONTINUATION OF ANY INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE**. Subscriber further acknowledges that using telephone service provided via the internet, broadband, VoIP, or any other **non-traditional telephone** service presents additional risks for non-transmission of signals from the Equipment and the Equipment may not operate as intended.

PHILIPS LIFELINE MONITORING SERVICES-CARE PLAN AGREEMENT

7. CONSENT TO DISTRIBUTION OF INFORMATION: Subscriber is providing Program with certain medical information for the purpose of providing the Service. Subscriber agrees that Program, Referral Source, Responders and any other party named in this Agreement all may receive the information contained in this Agreement or otherwise provided by Subscriber to Program or concerning the Service. Subscriber further agrees that in the event that a Responder or other assistance is sent to Subscriber's home (an "Incident") Program may notify any or all of the parties listed in this section. Further, Subscriber releases Program from all liability, which may arise out of Program's disclosure of information in this Agreement or about any Incident to the parties listed in this section. Subscriber acknowledges that all communications between Subscriber and Response Center may be recorded and Subscriber consents to such recording.

By signing this agreement, Subscriber acknowledges that he/she has received a Notice of Privacy Practices as required under Standards for Privacy of Individually Identifiable Health Information; final Rule (45 CFR Parts 160 and 164). Subscriber consents to the use and disclosure of protected health and other information about them provided both on the Care Plan Agreement and created in the course of providing the service as follows: **Treatment:** Program uses and discloses protected health information to provide, coordinate, and manage Personal Emergency Response Services (PERS services). Program uses and discloses this information to third party health care providers and to other entities who need this information to ensure the provision of your PERS services. **Payment:** Your protected health information will be used as needed to obtain payment for your PERS or other related health care services. **Healthcare Operations:** Your protected health information may be used or disclosed as needed in order to support the business activities of Program or the hospital or healthcare providers who provide your Service or who referred you to the Service.

8. FALSE ALARMS OR ABUSE OF SERVICE: Subscriber agrees to reimburse Program for any fee assessed against Program as a result of false alarms originating from Subscriber's premises which Program considers to be excessive.

9. FORCED ENTRY and INACTIVITY ALARMS: Subscriber agrees that if ANY ALARM SIGNAL is received by Program and a Responder is sent to Subscriber's home and Subscriber cannot let Responder into the home and Responder does not have a key THE SUBSCRIBER AUTHORIZES RESPONDER TO BREAK INTO SUBSCRIBER'S HOME. SUBSCRIBER UNDERSTANDS THAT THIS MAY CAUSE DAMAGE TO THE HOME. SUBSCRIBER WAIVES ANY CLAIM AGAINST PROGRAM OR ANY RESPONDER, WHICH MAY ARISE AS A RESULT OF FORCED ENTRY INTO THE HOME. SUBSCRIBER SPECIFICALLY WAIVES ANY CLAIM FOR DAMAGE RESULTING FROM FORCED ENTRY AFTER AN INACTIVITY ALARM EVEN IF SUBSCRIBER IS SIMPLY NOT HOME.

10. ATTORNEYS' FEES: In the event that it shall become necessary for Program to institute legal proceedings against Subscriber to enforce any provision of this Agreement, Subscriber agrees to pay Program's reasonable attorneys' fees, except where prohibited by law.

11. ASSIGNMENT: This Agreement may not be assigned by Subscriber except with the prior written consent of Program.

12. WARRANTIES AND DISCLAIMER: Subscriber understands and agrees that Program is not an insurer and that insurance, if any, covering personal injury or other personal claims and property loss or damage on Subscriber's premises shall be obtained by Subscriber in such amounts and covering such perils as Subscriber may determine; that Program is being paid to provide a Service and that the amounts being charged by Program are not sufficient to guarantee that no loss will occur; that Program is not assuming responsibility for any losses which may occur even if due to Program's negligent performance or failure to perform any obligation under this Agreement. Subscriber assumes all risk of loss or damage to premises or the contents thereof, or personal injury.

PROGRAM MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY TO PROGRAM, PROGRAM'S MAXIMUM LIABILITY ARISING OUT OF THE PROVISION OF THE SERVICE, INCLUDING THE EQUIPMENT, OR ITS USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ONE-HALF THE ANNUAL PAYMENTS RECEIVED BY PROGRAM FROM SUBSCRIBER UNDER THIS AGREEMENT. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IN NO EVENT SHALL PROGRAM BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Subscriber has read and understands all of this Agreement, and Program's maximum liability in the event of any loss, damage or injury to or death of, Subscriber.

Subscriber agrees to indemnify and hold harmless Program, its employees and agents from and against all third party claims, lawsuits and losses alleged to be caused by Program's performance, negligent performance or failure to perform its obligations under this Agreement.

13. ENTIRE AGREEMENT/MODIFICATION: This Agreement shall constitute the entire Agreement between Subscriber and Program. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Program. This Agreement supersedes all prior representations, understandings or agreements between the parties. This Agreement may only be modified in writing signed by both parties. The parties agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.

All information contained in this Care Plan is considered private and confidential, and is intended solely for use by the Subscriber, Program and other authorized Philips Lifeline representatives as provided for in this Agreement. Lifeline is a registered trademark of Philips.

Lifeline[®]

CONFIDENTIAL

Program Code: MA052

ADDENDUM 1

- to -

**Lifeline Remote Monitoring Services Agreement
Products and Service Details**

This Addendum 1 to the Lifeline Remote Monitoring Services Agreement forms an integral part of, and is incorporated fully into, such Agreement.

1. Definitions

- 1.1. "CarePartners Connect" or "CPC" means Lifeline's web-based, secure reporting system known as that allows Customer to access its program and subscriber information and perform data entry activities. CPC also provides Customer with access to marketing information, forms and other growth tools. Customer must accept the CPC rules and regulations as a condition to accessing the CPC system.
- 1.2. "Care Plan Agreement" or "CPA" means the document that is filled in with subscriber specific information to be used for providing monitoring service. The CPA is signed by the subscriber and transmitted to Lifeline so that Lifeline can provide the PERS Service. Customer must use the CPA form provided by Lifeline on CarePartners Connect.
- 1.3. "HomeSafe Standard" or "Standard Home Communicator" means those personal response communicator models which are not a telephone or Wireless unit (e.g. 6900 or successor product).
- 1.4. "Disqualifying Condition" of a PERS Subscriber means subscriber is abusing the PERS Service or is no longer physically or mentally capable of effectively using the PERS Service.
- 1.5. "HomeSafe Wireless" or "Wireless" refers to the wireless home communicator (e.g. 7200C or successor product) and personal help button used to provide personal response service ("PERS") for Subscribers who do not have a landline telephone connection.
- 1.6. "On-the-Go Mobile" or "Mobile" refers to the mobile help button that transmits directly to Lifeline's PERS response center to provide PERS Service for use even when outside the home.
- 1.7. "Purchase Model" or "Lifeline Monitoring Service" refers to the business model offered by Lifeline under which Customer either purchases or leases PERS Products and purchases PERS Service separately pursuant to this Agreement.

2. Standard Terms and Conditions of Sale

- 2.1. Order. Any purchase order or other purchase document used by Customer to effect a purchase – whether written or oral – is hereby deemed by the Parties to be null and void. Only this Agreement and the Terms of Sale, each without any addition, modification or deviation therefrom (except those agreed to by Lifeline and Customer in a signed writing) shall be of any force and effect with respect to such sale.
- 2.2. Cancellation. All purchase orders issued by Customer are subject to acceptance by Lifeline. If Customer cancels a Purchase Order prior to delivery of the Product, Customer shall pay the costs incurred by Lifeline to the date of cancellation which may include, but are not limited to: a ten per cent (10%) restocking fee, and shipping costs.
- 2.3. Shipping. Customer agrees to pay all shipping and handling costs for Products shipped under this Agreement. All shipments from Lifeline to Customer will be via ground delivery unless otherwise

specified by Customer. Lifeline will ship Products to the Customer according to Lifeline' standard commercial practices.

- 2.4. Product Changes. Prior to the shipment of any Product, Lifeline may change the construction or the design of any Product without notice to Customer as long as the function and the performance of the Product is not substantially altered. Lifeline reserves the right to use refurbished components in the manufacture, repair and replacement of Products.
- 2.5. Risk of Loss. Title to any Product, and the risk of loss or damage to any Product, shall pass to Customer F.O.B. place of shipment. All sales are F.O.B. shipping point and the time of delivery shall be the time when the Products are ready for pickup at the location by Customer or by a carrier for delivery to Customer. Customer agrees that it will be responsible for the safety and security for all equipment shipped to Customer. Any Product lost, stolen or damaged, after delivery to Customer's "ship to" address shall be the responsibility of Customer, and Customer agrees to pay for any required replacement Product.
- 2.6. Warranty. Lifeline warrants to Customer that each Product sold hereunder, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Lifeline for such Product and shall be substantially free from defects in material and workmanship for ninety (90) days, or as otherwise noted below, from the date of shipment by Lifeline. This warranty does not apply to Product defects resulting from improper or inadequate maintenance; use of the Product with software, supplies or interfaces not supplied by Lifeline; use or operation of the Product other than in accordance with Lifeline Product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized repair or modification to the Product ("Warranty Exclusions").

2.6.1. Other Product Warranty Periods

Product	Warranty (starts from date of shipment)
HomeSafe Standard and HomeSafe Wireless Communicator (all models)	2 years
Personal Help Buttons (all models EXCEPT On the Go Mobile)	2 years
On the Go Mobile Personal Help Button	1 year

Lifeline reserves the right to revise the warranty period for any Product upon thirty (30) days prior written notice to Customer. However, the above warranty periods shall apply to any equipment ordered by Customer prior to the date of such notice from Lifeline. Customer's exclusive remedy and Lifeline's sole liability for breach of the foregoing warranties are as follows. If any Product described herein fails to conform to the warranty set forth above, at Lifeline's sole election, (which election shall be made after Lifeline receives the Product), shall repair or replace the Product; provided that (a) Lifeline receives notice in a timely manner in writing that such Product failed to conform and a detailed explanation of any alleged nonconformity; (b) such Product is returned to Lifeline during the warranty period; and (c) Lifeline is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. OTHER THAN AS EXPRESSLY SET FORTH IN WRITING IN THIS SECTION, SUPPLIES ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer understands that some newly manufactured Products may contain remanufactured parts that are equivalent to new in performance.

- 2.7. No Assignment of PO. Customer may not assign any of its obligations, rights and liabilities under a Purchase Order to a third party without the written consent of Lifeline. Any attempted assignment or transfer not in strict compliance with this Section shall be null and void from the beginning.

3. Description of Services.

Lifeline will provide PERS Service to Customer and its PERS Subscribers through Lifeline's response center as follows:

- 3.1. General. Upon receipt of a signal from installed PERS Products, Lifeline will make a reasonable effort to contact the home number indicated on the corresponding CPA, and, if necessary, to promptly notify appropriate responder(s) indicated thereon. Lifeline does not represent that it will continue to provide any service or manufacture any particular item or model of Product indefinitely or even for a specific period. Lifeline specifically reserves the right to modify any of the specifications or characteristics of its Products and Services, to remove any Product or service from the market, and/or to cease manufacturing or supporting it upon thirty (30) days prior written notice to Customer.
- 3.2. Buying Group. Lifeline designates Customer as part of Lifeline's standard buying group for all Product purchases under the Purchase Model. All Products and accessories are subject to Lifeline's standard terms and conditions of sale as set forth herein.

4. Wireless Products and Service.

Lifeline offers wireless monitoring options for Subscribers who want PERS Service available to them, even while they are outside of the home.

- 4.1. Wireless Products. Customer acknowledges that HomeSafe Wireless or On the Go Mobile (each a "Wireless Product"), as a wireless service, has the limitations of any wireless service, including, but not limited to: (a) the Wireless Product does not have sufficient electrical power (either battery or outlet); (b) the Wireless Product is used outside the operating range of the carrier's wireless network; or (c) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including internet, telecommunication or other system failures, and other factors and conditions. Lifeline assumes no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality or data transmission which result from these inherent limitations of the wireless service.
- 4.2. Relationship with Wireless Carrier. Customer understands and agrees that (i) Lifeline, not Customer, contracts with a wireless carrier ("Carrier") to provide wireless communications transmission and connectivity ("Wireless Service") related to operation of the Wireless Product; (ii) Customer has no contractual relationship with the Carrier, and is not a third party beneficiary of any agreement between Lifeline and the Carrier; (iii) Carrier has no liability of any kind to Customer, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Wireless Service; (iv) Customer has no property right in any number assigned to Customer, a Subscriber or the Wireless Product, and understands that any such number can be changed at any time by Lifeline and/or the Carrier; and (v) neither Lifeline nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Wireless Product, and neither will be liable for any lack of privacy or security relating to the use of the Wireless Product. Lifeline can only provide timely and accurate response if all equipment and networks are working correctly and providing adequate signal strength and complete data transmission. Customer should ensure that Subscribers regularly test their equipment to identify any deterioration of network service and signal strength.
- 4.3. PERS Product Features. Customer also understands that certain health monitoring including the On-the-Go Mobile Product have a fall detection feature and two-way communication capabilities, communicate through cellular services and are equipped with a GPS tracker. Customer acknowledges and understands that the use of PERS Products involves inherent risks and limitations that are associated with factors such as the quality and reliability of network connections, signal integrity, the algorithms used to detect falls, and service levels. All of these

customer
release
form

factors may at times affect or impair the operation of PERS Products. Customer understands that PERS Products will not automatically communicate a signal to the emergency call center for all falls. The fall detection activators included in the PERS Products with this feature include a button which must be pressed any time assistance is needed and neither Customer nor Subscriber should assume the fall detection activators will automatically provide a signal to the call center upon a fall.

5. **Promline Service**

Promline service is a Lifeline system that allows Customer to reprogram some HomeSafe Communicator functions over the telephone. Customer may use promline service during the Term of this Agreement. Lifeline reserves the right to limit reprogramming access to specific data. Customer may not reprogram response center telephone numbers or program codes without prior written approval from Lifeline.

6. **Dis-enrollment of Subscribers, Disqualifying Condition**

Lifeline may request that Customer terminate its PERS Subscriber's agreement if said Subscriber has a Disqualifying Condition. Upon receipt of such request, Customer shall investigate the Subscriber's situation and will terminate the Subscriber's agreement if Customer reasonably determines that the Subscriber has a Disqualifying Condition. If Lifeline reasonably disagrees with any decision by Customer to retain such Subscriber, then Customer shall indemnify, defend and hold harmless Lifeline from any loss suffered by Lifeline attributable to such Disqualifying Condition. If Customer has determined to dis-enroll a PERS Subscriber for a Disqualifying Condition but is unable to do so within six (6) weeks of Lifeline's initial request, then the aforementioned indemnity, defense and hold harmless obligation shall apply to Losses arising from the time after the six-week period until all PERS Products are removed from the Subscriber's home.

7. **Obligations of Customer**

7.1. Payment of Fees. In consideration of the PERS Services provided hereunder, Customer agrees to pay the fees set forth on Schedule 2 to Addendum 1, which is incorporated herein.

7.2. Program Manager and Marketing.

7.2.1. Customer will appoint an employee to serve as the liaison between Lifeline and Customer and coordinate the provision of the PERS Service and Products to subscribers ("*Lifeline Program Manager*" or "*LPM*").

7.2.2. For the purpose of using CPC, the LPM may appoint additional persons to assist with the administration of the program ("*Secondary Contact*") and allow the Secondary Contact to have access to Customer's Subscribers' information through CPC. The LPM and any Secondary Contact will continue to be allowed access to CPC until Lifeline is notified of a change by Customer.

7.2.3. The LPM, or other individual appointed by Customer, will market the Lifeline PERS Service and Customer will use its best efforts to inform, promote and enroll new Subscribers in its Lifeline program.

7.2.4. Customer will fill in the Customer monitoring information required on Schedule 1 to Addendum 1, which is incorporated herein. Customer will provide Lifeline with updated information as applicable.

7.3. Sole Source. Customer agrees to use Lifeline as its sole source of personal response monitoring services and personal response monitoring product purchases during the term of this Agreement. Customer is an authorized distributor of Lifeline Products to individual Subscribers for PERS Service. Customer is not authorized to give away or sell Lifeline Products without Lifeline's prior approval.

- Diane*
- 7.4. Subscriber Products. Customer agrees to supply each Subscriber with the necessary PERS Products to utilize the PERS Service. Customer shall use reasonable efforts to maintain the PERS Products in good working order.
- 7.5. CPC Data Entry. Customer agrees to perform all data entry activities which are allowed by CPC for its PERS Subscribers. Customer will use CPC and perform such data entry in accordance with the CPC terms and conditions.
- 7.6. Installation, Termination and Subscriber Information
- 7.6.1. For each new PERS Subscriber to be installed, Customer agrees to enter the Subscriber's information using CPC, as available, prior to the installation of the Subscriber's Product. Customer agrees to obtain the PERS Subscriber's signature on a Care Plan Agreement, maintain the original signed Care Plan Agreement, provide such original to Lifeline upon request and keep the Subscriber information current by utilizing CPC to make any necessary changes as Customer is made aware of them. Lifeline shall be entitled to rely upon the accuracy and completeness of the information entered by Customer. Customer shall indemnify and hold harmless Lifeline from any Loss incurred by it to the extent due to Customer's failure to comply with this subsection.
- 7.6.2. When a Subscriber's Lifeline PERS Service is terminated, Customer agrees to notify Lifeline of the termination and remove the Products from the Subscriber's home.
- 7.7. Recording Acknowledgment. Customer acknowledges that all telephone conversations between Customer or Subscribers or responders and Lifeline's response center or support personnel will be recorded. Customer shall inform all PERS Subscribers and personal responders of the same through its agreement with the Subscriber.
8. Right of First Refusal.
- If after the end of the Initial Term, the Customer chooses to close or sell its personal response program, then Customer hereby gives Lifeline the right of first refusal to purchase the assets of Customer's personal response program. Should Lifeline opt hereunder to acquire Customer's personal response program, Lifeline shall purchase the assets of Customer at fair market value as of the time of the purchase. The assets include, but are not limited to, subscriber contracts and any accessories owned by Customer. In the event that the parties cannot agree on fair market value, then the parties shall jointly engage an independent appraiser who shall determine such fair market value, and whose decision shall be final. This provision of this Section shall survive the termination of the Agreement for a period of six (6) months.

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Lifeline

Program Code: MA052

SCHEDULE 2 to ADDENDUM 1
PERS MONITORING FEES

Monthly Fees are billed at the beginning of each calendar month and are based on: 1) the number of active Primary Subscribers (1st subscriber in one household) and Dual Subscribers (2nd subscriber in one household) as of the first day of that month; and 2) a prorated monthly fee based on the number of days each Primary Subscriber enrolled in the preceding month is active during the preceding month. The prorated daily rate for a Primary Subscriber is based on 1/30th of the monthly fee.

1. Monitoring Fees associated with Customer-owned Products (Purchase Model) – MA052

1.1. PRIMARY SUBSCRIBER Monthly PERS Service Fees

The monthly fee for Customer-owned equipment covers PERS monitoring Services. Lifeline hereby extends to Customer the discounted monthly monitoring fees set forth below. These fees are guaranteed during the applicable time periods listed.

Applicable Time Period	HomeSafe Standard Service	HomeSafe Standard with Auto Alert	HomeSafe Wireless	HomeSafe Wireless with AutoAlert	On the Go Mobile
Effective Date – July 31, 2026	\$15.00	\$22.00	\$21.00	\$28.00	\$25.00

1.2. DUAL SUBSCRIBER Monthly PERS Service Fees

Product Model/Service	Monthly Fee
HomeSafe Standard	\$5.00
HomeSafe Standard with AutoAlert	\$12.00
HomeSafe Wireless	\$6.00
HomeSafe Wireless with AutoAlert	\$13.00

2. Data Management Fees

Lifeline will not charge Data Management Fees during the Initial Term of this Agreement. After the Initial Term, Lifeline reserves the right to charge data management fees associated with technology changes to a Product.

3. Adjustment of Fees

Unless otherwise guaranteed for a specific period of time above, Lifeline guarantees the fees set forth above for one (1) year from the Effective Date. Thereafter, Lifeline reserves the right to modify fees upon thirty (30) days prior written notice to Customer. Lifeline may, at any time, offer additional Products or Services for which Lifeline may charge an associated Fee. Lifeline will give Customer thirty (30) days prior written notice of the availability of the additional Service. If Customer elects to offer the additional Services to its subscribers, then Customer will pay the additional associated fee for that Service.

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Program Code: MA052

SCHEDULE 1 to ADDENDUM 1
CUSTOMER INFORMATION FORM

Program Code: **MA052** (Purchase Model-PERS)Response Center Answer Name: Athol Memorial Hospital Lifeline

(Response Center Answer Name must be limited to 40 characters")

Customer Name: Athol Memorial Hospital

Address for Shipping (must be street address)	Address for Mail (main office location or P.O. Box)	Address/Phone for Bills (if different from Mailing address)
2033 Main Street	2033 Main Street	
Athol, MA 01331	Athol, MA 01331	
Phone: 978.249.1145		Phone:
Fax:		Fax:

Customer's standard business hours are: _____

*Lifeline will use home or cellular numbers to contact the Program Manager or Employee after normal business hours, on weekends or Holidays IF Customer provides such coverage for its Subscribers.

AFTER HOURS INFORMATION (if applicable):

Related Codes:

LPM (Primary Contact):	Diane Coburn		
Work Phone:	978.249.1145	Home Phone*:	
Fax:		Cellular*:	
E-Mail (if available):	Diane.coburn@heywood.org		

☐ Yes, we elect to receive Invoices by e-mail. Please send our invoices to the following e-mail address: _____



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SCHEDULE INFO# to ADDENDUM 1
CUSTOMER INFORMATION FORM

(Purchase Model- Reason for code - PERS and PMD)

(Rental Model- Reason for code - PERS and PMD)

Response Center Answer Name: Gardner Senior Center
 (Response Center Answer Name must be limited to 40 characters")

Customer Name: Gardner Senior Center
Greater Gardner/North Quabbin Lifeline

Address for Shipping (must be street address)	Address for Mail (main office location or P.O. Box)	Address/Phone for Bills (if different from Mailing address)
Charles P. McKean Building	Charles P. McKean Building	
294 Pleasant St	294 Pleasant St	
Gardner, MA 01440	Gardner, MA 01440	
Phone: 978-630-4067	978-630-4067	Phone:
Fax: 978-632-5965	978-632-5965	Fax:

Customer's standard business hours are: M-Thus 7:30am-3:30pm, Friday 7:30am-1pm

*Lifeline will use home or cellular numbers to contact the Program Manager or Employee after normal business hours, on weekends or Holidays **IF** Customer provides such coverage for its Subscribers.

AFTER HOURS INFORMATION (if applicable):

(contract note: if existing Customer Copy information from after-hours notes section of CareSystem here)

LPM (Primary Contact):	Michael F. Ellis		
Work Phone:	978-630-4067	Home Phone*:	978-630-1034
Fax:	978-632-5965	Cellular*:	978-516-8575
E-Mail (if available):	mellis@gardner-ma.gov		

☐ Yes, we elect to receive Invoices by e-mail. Please send our invoices to the following e-mail address: _____

Titi Siriphan

From: Michael Ellis
Sent: Tuesday, July 8, 2025 5:17 PM
To: Elizabeth Kazinskas; Judy Mack
Cc: Mayor; George Tyros; Titi Siriphan
Subject: Re: Outstanding Lifeline questions

Good Afternoon Councilors, Mayor Nicholson, President Tyros and Clerk Siriphan,

I am happy to provide the following in response to your questions. I invite you to ask for more information or clarity if my responses are not adequate:

1. What training are volunteers receiving? What does that training include? Who's providing it?

The Center hosts an informal training/meeting with prospective volunteers about what the program is and what types of support they would provide. For those interested, we provide about an hour of specific training on the types of equipment that are being deployed, how to set it up in the clients home, and how to test the equipment with the client to ensure it's proper operation. Training materials were provided by Lifeline including a slide presentation of the different types of equipment, installation steps and troubleshooting issues. We also review basic troubleshooting techniques to assist the Lifeline Client should they have issues.

At all times and in all situations, if there is an issue that we are not able to address with the client, we have 24/7 partner support. This is huge as it gives us direct access to a dedicated lifeline support person to help us help the client trouble shoot service issues.

The Gardner Senior Center staff, including myself, trains the volunteers on supporting new clients on the installation and initial testing of the Lifeline Equipment. Senior Center staff were trained by Phillips Lifeline staff and are supported by the Business Partner call center.

2. Have we defined a geographic service area? Will the City of Gardner be responsible for clients in other communities (like Athol and Orange)?

a. The Initial Business Partner Agreement presumably covered all of Heywood's Service Area. We are limiting that service for new clients to the Greater Gardner area supported by volunteers from that region. It is not unusual or uncustomary for Seniors from other communities to access the services of a senior center located in a community within which they do not live. Subscribed seniors in the Athol area are being serviced by volunteers from the ATHol-Orange Rotary Club and community, while subscribers in the Gardner area are serviced by seniors that we have recently recruited and trained.

a.

3. How exactly is this program going to generate revenue? How are we projecting a surplus? How realistic is it that the surplus could reach \$20,000?

a. Each month subscribers pay a monthly monitoring fee set by Phillips that includes a small profit margin for the Business Partner- the margin is determined or predicated on the devices and the service

they subscribe to. Monthly fees collected are projected to be approximately \$2800. Our monthly cost for the subscriptions is approximately \$1500, leaving projected monthly income at \$1300. Over 12 months, with no other costs incurred, our yearly income projection is expected to be approximately \$15,600—at our current subscriber rate. This of course will fluctuate depending on actual number of subscribers.

Expenses for the program include the above forementioned monthly group subscription expense plus the cost of certain equipment. The model now uses the income to cover equipment purchases and as a result certain and specific equipment is loaned to the client, saving them approximately \$450. Other specific equipment (On the Go Products) must be purchased outright by the client and the cost of that equipment is borne entirely by them. Most of the new clients have opted for the on the go service and equipment, so there are no costs to the program.

4.If Heywood Hospital wasn't able to support this program, shouldn't we be taking a more cautious approach? Is a part-time employee enough to manage this program? Is that sustainable? Are we risking pulling resources away from other Senior Center programs and services?

I am not certain I would categorize Heywood's decision to not continue to be the Business Partner Affiliate as not able to support the program. As you know, Heywood Hospital in its entirety has had to re-organize and certain non-essential/non-critical services were eliminated to allow them to come out of bankruptcy. To that end, and as far as we understand it, Heywood had an employee who among other duties provided the administration of the Lifeline Program as well as, for example, the volunteer services program. When that person was separated from employment by Heywood, and I believe she retired, Heywood opted to not replace her and eliminated many of the non-essential/non-critical services she supported. It is not clear but seems unlikely that Heywood would, or could, otherwise eliminate a service that would be considered a critical healthcare service. For a short time one of Heywood Healthcare's Executive's managed the program in addition to her other executive administrative duties, but was not able to continue to support this program because of the heavy workload she experienced in that chief executive role.

The Lifeline program supported by Heywood Healthcare/Athol Hospital has been in service since the 1970's. The model is established and has been largely successful. The model was predicated on a part time person to support it.

I am not certain whether the part time employee model is sustainable. We entered into this environment with the expectation and pledge to re-evaluate it at the end of the year. This will allow us the opportunity to evaluate the program from a time and financial perspective. We are approaching this program using the best available data and model that was deployed by Heywood Healthcare for the last 50 years, and are assuming that we can also manage the program and time demands.

Thankfully, we have funding sources that allow us to dedicate a portion of a part time employees time to the Lifeline Program.

5. Is this a critical healthcare service, requiring substantial support and resources? Or is it a minor, manageable program within existing operations and through administrative support?

The Lifeline Business Partner Program is designed to support seniors who need and subscribe to the service. We support but do not offer the monitoring of their health or their emergent needs. The program allows us to promote the service, and to support the initial set-up and connection to the monitoring service for folks who may not be technologically inclined. Infrequently, we are notified of some type of disruption in their service, maybe because of faulty equipment for which we have no liability, or interruption of service because of a power failure or unplugging the device, for which we have no liability, or to assist the client troubleshoot what the disruption is, for which we have no liability. At least initially, it appears to be a relatively minor and manageable program that can be absorbed into existing functions....until we have a chance to re-evaluate at the end of the year.

With regards to Councilor Mack's questions, I offer the following responses:

1. Who trained the volunteers? What was the extent of the training and were they trained directly with a person from Phillips Lifeline?

a. I am hopeful this question was answered in the above response to question #1.

2. How much revenue will be collected monthly?

a. I am hopeful this question was answered in the above response to question #3.

3. How much has been taken since the program started?

We have not collected any funds to date. The decision to not do that was predicated on the approval or disapproval of the Revolving Fund. We have been particularly focused on making sure we can and do track revenues and service impacts. Once all the financial elements have been resolved, the administration of the funds will fall to the Gardner Senior Center

4. What will the revenue be specifically used for?

The current model uses the remaining fund to purchase any equipment needed to support the program, and remaining revenue used to support in part the employee at the Center managing the program (offset salary expenses)

5. Were other options considered by the hospital before this was taken over by the senior center?

Heywood Healthcare approached one of the community partners (Athol Orange Rotary Club) to determine if they would take over the administrative functions of the program. They were not in a position to do so because of the limited number of volunteers with practical experience and skills. Of course our position was and is to make sure that these seniors get the best and most timely response for support if they need it. This may not be practicable and we expect to evaluate this program at year end to determine if it is feasible and viable over the long term.

6. Would it be prudent for there to be an additional form signed by the client with a disclaimer that is sign once the volunteer has visited home that they understand what was explained to them and it releases the volunteer, The City of Gardner and the Senior Center of all liabilities and responsibility for any issues that could arise and they acknowledge that they are in a contract directly with Phillips Lifeline?

We have been continuously reviewing the process and documentation for onboarding new clients since we actually took over the administration of the program this spring. It is important to note that while the agreement was signed in late February, the transition did not take place until early April. We have asked to have a new release developed to address more specifically the issue of liability, although the customer agreement (Customer Care Plan) does provide an indemnification clause. It certainly would be prudent to more directly and unambiguously provide for a release of the volunteers and the City. We have started that process.

I am also sending along this opinion by Jody Wyatt, Esq. sent by email on July 7, 2025 at 3:55pm.

"It is fair to say that the indemnification is mutual. In plain English each party is agreeing to cover the other for any harm caused by its own negligence, omission or wrongdoing. The indemnification for both parties is for any loss, cost and damage arising from the negligent acts, omissions or willful misconduct of the party or any of its employees.... or ... agents. Gardner Senior Center has additional language that they are responsible if they offer an expanded warranty. "

Many thanks for all you do to support our seniors.

Mike

Michael F. Ellis

**Director, Gardner Council on Aging
Past President, AARP Chapter 3237**

(He/Him/His)

Charles P. McKean Building
294 Pleasant Street
Gardner, MA 01440
(978) 630-4067
Mellis@Gardner-MA.gov

CONNECT to PROTECT

Connect to the Senior Center for all types of programs, service and activities to keep you active, healthy and engaged

The contents of this email and any attachments are the property of the City of Gardner Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential

From: Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>

Sent: Tuesday, July 8, 2025 8:55 AM

To: Michael Ellis <mellis@gardner-ma.gov>

Cc: Mayor <Mayor@gardner-ma.gov>; George Tyros <gtyros@gardner-ma.gov>; Titi Siriphan <tsiriphan@gardner-ma.gov>; Judy Mack <jmack@gardner-ma.gov>

Subject: Re: Outstanding Lifeline questions

Good Morning Director Ellis,

Thank you for your email. The questions I raised during last night's meeting are below.

What training are volunteers receiving? What does that training include? Who's providing it?

Have we defined a geographic service area? Will the City of Gardner be responsible for clients in other communities (like Athol and Orange)?

How exactly is this program going to generate revenue? How are we projecting a surplus? How realistic is it that the surplus could reach \$20,000?

If Heywood Hospital wasn't able to support this program, shouldn't we be taking a more cautious approach? Is a part-time employee enough to manage this program? Is that sustainable? Are we risking pulling resources away from other Senior Center programs and services?

Is this a critical healthcare service, requiring substantial support and resources? Or is it a minor, manageable program within existing operations and through administrative support?

Thank you for your time and attention to these concerns.

Best,
Lizzy

Elizabeth Kazinskas
Councillor at Large

Gardner City Council
 (978) 337-1533
ekazinskas@gardner-ma.gov

Economic & Community Development Committee, Chair
Appointments Committee, Member
Capital Improvement Planning Committee, Council Designee
Community Development Block Grant Steering Committee, Council Designee
Constituent Services & Community Outreach, Council Liaison
Master Plan Steering Committee, Member

From: Michael Ellis <mellis@gardner-ma.gov>
Sent: Tuesday, July 8, 2025 8:04 AM
To: Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>; Judy Mack <jmack@gardner-ma.gov>
Cc: Mayor <Mayor@gardner-ma.gov>; George Tyros <gtyros@gardner-ma.gov>
Subject: Outstanding Lifeline questions

Good Morning

I am reaching out to you today to ask you if you could provide the concerns/questions you have regarding Lifeline to allow me to try to get the information to you.

Would you kindly send these along to me at your earliest convenience so I may begin working on them?

Of course, please feel free to contact me if needed directly at 978-630-4067.

Thank you

Mike

Michael F. Ellis
Director, Gardner Council on Aging
Past President, AARP Chapter 3237
(He/Him/His)
 Charles P. McKean Building
 294 Pleasant Street
 Gardner, MA 01440
 (978) 630-4067
Mellis@Gardner-MA.gov

CONNECT to PROTECT

Connect to the Senior Center for all types of programs, service and activities to keep you active, healthy and engaged

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Titi Siriphan

From: Judy Mack
Sent: Tuesday, July 8, 2025 11:18 AM
To: Elizabeth Kazinskas
Cc: Michael Ellis; Mayor; George Tyros; Titi Siriphan
Subject: Re: Outstanding Lifeline questions

Good morning Director Ellis,

In addition to Councilor Kazinskas' questions:

- Who trained the volunteers? What was the extent of the training and were they trained directly with a person from Phillips Lifeline?
- How much revenue will be collected monthly?
- How much has been taken since the program started?
- What will the revenue be specifically used for?
- Were other options considered by the hospital before this was taken over by the senior center?
- Would it be prudent for there to be an additional form signed by the client with a disclaimer that is sign once the volunteer has visited home that they understand what was explained to them and it releases the volunteer, The City of Gardner and the Senior Center of all liabilities and responsibility for any issues that could arise and they acknowledge that they are in a contract directly with Phillips Lifeline?

Regards,
 Judy

Judy A. Mack
Councilor-at-Large
Finance Committee
Public Welfare Committee
City of Gardner
 978-340-1838

On Jul 8, 2025, at 8:55 AM, Elizabeth Kazinskas <ekazinskas@gardner-ma.gov> wrote:

Good Morning Director Ellis,

Thank you for your email. The questions I raised during last night's meeting are below.

What training are volunteers receiving? What does that training include? Who's providing it?

Have we defined a geographic service area? Will the City of Gardner be responsible for clients in other communities (like Athol and Orange)?

How exactly is this program going to generate revenue? How are we projecting a surplus? How realistic is it that the surplus could reach \$20,000?

If Heywood Hospital wasn't able to support this program, shouldn't we be taking a more cautious approach? Is a part-time employee enough to manage this program? Is that sustainable? Are we risking pulling resources away from other Senior Center programs and services?

Is this a critical healthcare service, requiring substantial support and resources? Or is it a minor, manageable program within existing operations and through administrative support?

Thank you for your time and attention to these concerns.

Best,
Lizzy

Elizabeth Kazinskas
Councillor at Large
Gardner City Council
(978) 337-1533
ekazinskas@gardner-ma.gov

Economic & Community Development Committee, Chair
Appointments Committee, Member
Capital Improvement Planning Committee, Council Designee
Community Development Block Grant Steering Committee, Council Designee
Constituent Services & Community Outreach, Council Liaison
Master Plan Steering Committee, Member

From: Michael Ellis <mellis@gardner-ma.gov>

Sent: Tuesday, July 8, 2025 8:04 AM

To: Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>; Judy Mack <jmack@gardner-ma.gov>

Cc: Mayor <Mayor@gardner-ma.gov>; George Tyros <gtyros@gardner-ma.gov>

Subject: Outstanding Lifeline questions

Good Morning

I am reaching out to you today to ask you if you could provide the concerns/questions you have regarding Lifeline to allow me to try to get the information to you.

Would you kindly send these along to me at your earliest convenience so I may begin working on them?

Of course, please feel free to contact me if needed directly at 978-630-4067.

Thank you

Mike

Michael F. Ellis
Director, Gardner Council on Aging

Past President, AARP Chapter 3237

(He/Him/His)

Charles P. McKean Building

294 Pleasant Street

Gardner, MA 01440

(978) 630-4067

Mellis@Gardner-MA.gov

CONNECT to PROTECT

Connect to the Senior Center for all types of programs, service and activities to keep you active, healthy and engaged

The contents of this email and any attachments are the property of the City of Gardner Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

July 25, 2025

Hon. George C. Tyros, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

RE: An Order Authorizing the Mayor to Enter into a Renewed Intermunicipal Agreement with the Town of Ashby for Veterans Services, expiring on June 30, 2028

Dear Mr. President and Councilors,

As you are aware, the City of Gardner currently has an intermunicipal agreement with the Town of Ashby for Veterans Services.

The Town and the City have viewed this relationship as mutually beneficial and are looking to renew the agreement from FY2026 through FY2028.

The agreement, signed by the Town of Ashby, is attached, and I respectfully request the Council Authorize the Administration to enter into this renewed agreement.

Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

AUTHORIZING AN INTERMUNICIPAL AGREEMENT
BETWEEN THE CITY OF GARDNER AND
THE TOWN OF ASHBY
FOR VETERAN'S SERVICES

VOTED: To authorize the Mayor to enter into an Intermunicipal Agreement with the Town of Ashby for the purpose of providing Veteran's services among the two communities for the remainder of this fiscal year and through Fiscal Year 2028, under such terms and conditions as the Mayor deems appropriate and in accordance with the provisions of Section 4A of Chapter 40 of the General Laws.

**TOWN OF ASHBY AND CITY OF GARDNER
MUNICIPAL AGREEMENT
VETERAN SERVICES**

This Intermunicipal Agreement, made and entered into this ___1st___ day of ___July___ 2025, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the town of Ashby, a municipal corporation within the County of Middlesex and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Ashby," and the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner" (collectively referred to as the "Municipalities").

WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for veteran services; and

WHEREAS, the Municipalities have determined that the sharing of the benefits and costs of those services would be beneficial to each Municipality, and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including, but not limited to terms of cooperation and obligations of each Municipality relative to cost of shared human resources, training, facilities, and operating costs; and

WHEREAS, the voters at Ashby Town Meeting authorized the Board of Selectmen and the Gardner City Council authorized the Mayor to enter into this agreement in accordance with the provisions of G.L.c. 40, Section 4A.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. The Ashby Town Administrator and the Gardner Mayor will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Ashby Board of Selectman and Gardner Mayor will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances and regulations that veteran services officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
3. The shared veteran services officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of

Ashby and the City of Gardner city ordinances in which veteran services are being provided.

4. Term. The term of this Agreement is for three (3) years from FY2026 to FY2029 commencing on July 1, 2025 and ending on June 30, 2028 unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year. In the event that Ashby fails to pay any invoice to Gardner in a timely manner, or in the event Ashby fails to approve a veteran services budget, as provided for herein and that is subject to appropriation by the Ashby Town Meetings, then Gardner may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Gardner may commence performing its services again.
5. Cost sharing. During the term of this Agreement, Ashby will bear the costs of the Veteran's Service Officer according to the following fee schedules:
 - a. Ashby:
 - i. Fiscal Year 2026: \$7,107.00
 - ii. Fiscal Year 2027: \$7,320.21
 - iii. Fiscal Year 2028: \$7,539.82

with said costs based upon an approved veteran service budget subject to appropriation by Town Meeting and appropriation by the Gardner City Council, which will provide for the complete cost of wages, maintenance of the Veterans' Services Office, employee stipends, and supplies and training. Any modification(s) to this schedule must be agreed to in writing by each of the respective Town Select Boards and Gardner City Council and will take effect in the following fiscal year.

6. Services and Office Community Hours. Veterans' Services to be provided as part of the intermunicipal agreement are outlined in Massachusetts General Law Chapter 115, the by-laws of Ashby, Gardner ordinances, and the job description of the Veteran Services Officer, incorporated herein by reference.

Gardner, as the host municipality, shall provide office space and adequate support during designated office hours. Each municipality will allow the Veteran Services Officer to assist veterans and other eligible persons from each of the participating municipalities in this agreement during designated office hours to facilitate regional service delivery.

7. Dispute Resolution. In the event any disputes or questions arise between the parties as to the interpretation of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in the contract, the parties first agree to try in good faith to settle the dispute through

negotiation, then try resorting to other dispute resolution procedures, before proceeding to litigation.

8. Reports. Gardner shall, upon request of Ashby, provide Ashby with reports on the services provided and annual reports of expenditures and revenues of all accounts necessary to provide a complete picture of the financial condition of the shared function.
9. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Boards of Selectmen and the Gardner Mayor at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivery by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Town Administrator
Town of Ashby
895 Main Street
Ashby, MA 01431

Mayor
City of Gardner
95 Pleasant Street
Gardner, MA 01440

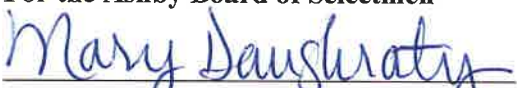
10. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions above.
11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
12. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

In witness thereof, the parties hereto have executed this Agreement as of the first date written above.

For the City of Gardner

Michael J. Nicholson, Mayor

For the Ashby Board of Selectmen



Mary Daugherty, Town Administrator



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

July 25, 2025

Hon. George C. Tyros, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

RE: An Order Transferring \$10,000.00 from Building Department Salary and Wages Account to Operating Expense Account- Professional Services

Dear Mr. President and Councilors,

While we are currently advertising for the vacant Building Commissioner position, the City has hired contracted with former Building Commissioner, Jeffrey Cooke to fill in during the interim in order to keep department operations moving forward.

Whereas contractual services are considered expense accounts and not salaries, I hereby request that \$10,000.00 be transferred from the department's salary appropriation to the expense appropriation to cover these costs.

Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER TRANSFERRING APPROPRIATIONS FOR BUILDING DEPT FROM SALARIES & WAGES TO OPERATING EXPENDITURES.

ORDERED:

That there be and is hereby transferred the appropriations sum of Ten Thousand Dollars and No Cents (\$10,000.00) Building Dept from Salaries & Wages to Operating Expenditures as follows:

BUILDING DEPT PROF SERVICES EXPENSE

\$10,000



CITY OF GARDNER
CONTRACT #2025-959
BUILDING COMMISSIONER SERVICES
JEFFREY COOKE
46 Norcross Road, Royalston, MA 01368

ARTICLE 1, DEFINITION: "Contract" as used herein shall mean these Articles and the Bid/Quote Documents which include, but are not limited to, the instructions, the bid/quote/proposal, the specifications, the requirements, the contract terms and conditions, applicable addenda and all documents and forms submitted with the bid or proposal.

ARTICLE 2, DURATION: This Contract shall be in effect from June 26, 2025 to September 25, 2025. Contract term is at the sole discretion of the City of Gardner but shall not exceed three years without the expressed written consent of the City of Gardner.

ARTICLE 3, TERMS: The Contractor/Individual agrees to provide services, material and/or equipment all in accordance with the Bid/Quote/Proposal Documents for the contract stated above, which is incorporated herein and made part of this Contract. This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not a corporation, the heirs and estate of the Contractor).

ARTICLE 4, PAYMENT: The City of Gardner agrees to pay to the Contractor/Individual the rate set forth in the submitted quote or proposal, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which is attached and made part of this contract. Contractor shall provide invoices with work completed detailed on the invoice.

ARTICLE 5, CONFLICT: In the event there is a conflict between this Contract and the Bid/Quote Documents, the Bid/Quote Documents shall supersede the Contract.

ARTICLE 6, GOVERNING ORDINANCES AND LAWS: This Contract is made subject to all the laws of the Commonwealth of Massachusetts and ordinances of the City of Gardner. If any clause herein does not conform to such laws and ordinances, that clause and only that clause shall be void. The remainder of this contract shall be unaffected and the law or statute that is applicable shall be substituted.

ARTICLE 7, SUSPENSION AND DEBARMENT: The Contractor/Individual certifies that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State Government Agency or Department.

This Contract, executed in three copies, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

IN WITNESS WHEREOF the parties have hereto and set their hands on the day and year written.

FOR CORPORATION/OWNER/INDIVIDUAL

Jeffrey Cooke
 (Authorized Signature)

Signed by: CITY OF GARDNER, by its Mayor

Michael J. Nicholson
 Michael J. Nicholson

Signed by: APPROVED AS TO FORM:

Vincent P. Pusateri II
 Law Department

FOR CONTRACTING DEPARTMENT:

(Department Head)

Signed by:

John Richard

CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

Acct #:12241-52190

DocuSigned by:

John Conner

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

JEFFREY COOKE
BUILDING COMMISSIONER SERVICES

Services to be provided to Client by Contracted Consultant

Assistance with duties and responsibilities related to the provision of building commissioner services for the Building Department.

For services provide by the Contracted Consultant as required, the Client will provide compensation at the hourly rate of \$90.00. The Client shall provide the Consultant with weekly time reports for invoicing purposes.

The Contracted Consultant with provide Building Commissioner services including but not limited to:

- Emergency after-hours responses (i.e., fires and/or major incidents requiring a Building Commissioner on scene).
- Response to City of Gardner officials and Building Department staff regarding inquiries that require the response of a Building Commissioner.

Travel expenses for after-hours response shall not be included as part of the consultant's hourly rate and shall be reimbursed pursuant to the current reimbursable mileage rate.

January 16, 2025

RECEIVED

Commonwealth of Massachusetts

2025 FEB -3 P 2:29

Worcester County

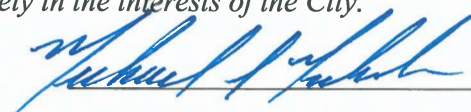
CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint Stephen Hiron to the position of Sealer of Weights and Measures and I certify

that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: January 16, 2028

Worcester, ss., _____

Then personally appeared the above named Stephen Hiron and made oath that he/she would faithfully and impartially perform the duties of the office of Sealer of Weights and Measures according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____



JULY 24, 2025

Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF ELECTION

We elect **Jennifer A. Dymek**, to the position of **City Treasurer/Collector of Taxes** and certify that in our opinion she is a person specially fitted by education, training, or experience to perform the duties of said office, and that we make this election solely in the interests of the City.

 President, City Council of Gardner

Elected by the City Council -
Term Effective – August 19, 2025

 Titi Siriphan, City Clerk
Expires August 19, 2028

Worcester, ss., _____ 2025

Then personally appeared the above named **JENNIFER A. DYMEK** and made oath that she would faithfully and impartially perform the duties of the office of **CITY TREASURER/COLLECTOR OF TAXES** according to law and the best of her abilities.

Before me,

 City Clerk

Chapter 303 Acts of 1975
 and
 Chapter 409 Acts of 1983

Received _____



Ecodev Item

RECEIVED

From George Tyros <gtyros@gardner-ma.gov>

Date Thu 7/31/2025 12:37 PM

To Jayen Kumar <jkumar@gardner-ma.gov>

Cc Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>

2025 JUL 31 P 12:48

CITY CLERK'S OFFICE
GARDNER, MA

Jay,

Please create an item for the draft agenda for the July Economic and Development Update. With Councillor Kazinskas' agreement.

-George

George Tyros
Council President &
Councillor At-Large
City of Gardner

978.340.1449
gtyros@gardner-ma.gov
gardner-ma.gov\citycouncil

Rear Main Project: The project has continued on schedule, as of Wednesday, July 30, the majority of cuttings for required additional depth, half of the new drainage system, most of the sewer piping and water service, the first layer of Geotech fabric, and the demolishing of subsurface obstructions have all been completed. The contractor continues to be on schedule with this project. Weekly meetings continue to occur between myself, the engineering team at Fuss & O'Neill, and the contractor team at UEL Contractors to ensure that communication remains active and all stakeholders can collaborate on the project effectively. The last update to the project schedule from UEL Contractors and field report from Fuss & O'Neill were both received on Thursday, July 24, see attached for both items. Per the schedule, some items such as stamped pavement, loam and seed, and landscape irrigation will be planned for later into 2026 due to the need for warmer weather to be installed/completed.

A water truck is actively on site and has been requested to remain there as an additional measure to mitigate dust. If any issues for any abutters arise, please contact me directly at jstevens@gardner-ma.gov. We addressed the need for a water truck by the next business day and want all residents to know that my department will always be responsive to any concerns.

Nature Trail (North Central Pathway Connector): The project has been completed as of June 30, 2025, the portion of the pathway has been paved, native plantings added, safety railings placed, and the length of Crystal Lake Road has been paved to connect the pathway with the existing walking/bike path that runs along Crystal Lake.

Master Plan: The plan has continued on schedule with monthly meetings with the Master Plan Steering Committee continuing with the most recent meeting going over updates on our current status of our public engagement through our community leaders event, public engagement event, and physical and online survey through the Master Plan website.

Hazard Mitigation Plan (HMP): The HMP plan has continued on schedule with monthly meetings between myself and the team at Weston and Sampson, most recently on Friday, July 25, where the draft of the first two chapters of the plan were discussed. We went through the full draft and I provided feedback in terms of it's current structure and potential edits such as grouping the mitigation and climate adaption goals into categories for easier navigation, integration of the city's Urban Renewal Plans (URPs) for Downtown and Mill Street Corridor to ensure the HMP does not contradict the land use assumptions of the URPs, improved language for equity including metrics for measurable success in addressing specific concerns for addressing specific hazard concerns for vulnerable populations, among other edits. See attached for the draft of these two chapters for context.

Maki Park: Per our last meeting, the funding for the additional ramp was reliant on a contract with E.H. Perkins to be completed there was a set of Comcast wires on some of the double poles, these were removed as of Tuesday, July 15. Our contractor, Tighe and Bond has thought that all remaining wires were owned by Comcast but in fact some were owned by MBI. Bob O’Keefe from our IT Department got me in contact with Jason Wing from Local Linx who I explained the location of the poles and is scheduling the removal of said wires.

Administration:

Amy Yuhasz – Assistant Director of Community Development and Planning: Amy had started on Monday, July 7, and has been nothing but a pleasure to have on the team. With her experience working for the federal government at HUD, Amy has been able to read and digest everything that I’ve been able to give to her regarding our CDBG projects, past, present, and our application still in review. She is coming to me with fantastic ideas to ensure we maintain organized files, clear communication with social service providers, and all around helpful ideas whenever she’s able. I look forward to the city seeing everything that I already know that she’s going to be capable of, providing great services from our department for the betterment of the city and it’s residents.

Iris Kwafo-Mensah – Economic Development and Finance Manager: Iris will be starting on Monday, August 11. With her onboarded, the Community Development and Planning Department will be fully staffed.

2022-2023 CDBG Project Update

2015-213 Main St. Demolition: Project is complete. All abatement was successfully completed, followed by the demolition of the structure. The site was properly compacted and tested for compaction, loamed and seeded, and approved by one of the city’s building inspectors. Final payments have been issued. Final reporting has been completed in EOHLC’s (Executive Office of Housing and Livable Communities) reporting system.

Downtown Improvements Phase IV: Project is complete. Final payments have been issued, and final reporting has been completed in EOHLC’s reporting system.

Greenwood Pool Demolition: Project is underway. Project setup and utility abandonment work is complete. Asbestos abatement is scheduled to begin next week. Project completion is scheduled for late October 2025 with above ground building removal happening from Friday, September 26 through Tuesday, October 7.

Gardner Emergency Housing Mission (GEHM) – Homelessness Prevention: Project is complete. Final payments have been issued, and final reporting has been completed in EOHLC's reporting system. Twenty-three beneficiaries were assisted with CDBG funds.

Gardner Public School – Gardner Athletic Program: Project is complete. Final payments have been issued, and final reporting has been completed in EOHLC's reporting system. One hundred students received assistance to allow them to participate in school recreational activities.

Boys & Girls Club – Project Learn STEAM: Project is complete. Final payments have been issued, and final reporting has been completed in EOHLC's reporting system. Twenty-seven youth participated in the school and summer learning enrichment program.

2024 CDBG Project Update

School Street School Demolition: Due to private interest in the site, we're looking into sale of the property and in discussion with EOHLC on how best to move forward with this.

Gardner Emergency Housing Mission (GEHM) – Homelessness Prevention: The funds for FY24 CDBG have only recently been released, these funds will be allocated to the social service once invoice and beneficiary demographic information is provided, as is required by EOHLC.

Gardner Public School – Gardner Athletic Program: The funds for FY24 CDBG have only recently been released, these funds will be allocated to the social service once invoice and beneficiary demographic information is provided, as is required by EOHLC.

Gardner Community Action Committee: The funds for FY24 CDBG have only recently been released, these funds will be allocated to the social service once invoice and beneficiary demographic information is provided, as is required by EOHLC.

Voices of Truth – Domestic Violence Prevention: The funds for FY24 CDBG have only recently been released, these funds will be allocated to the social service once invoice and beneficiary demographic information is provided, as is required by EOHLC.

2025 CDBG Project Update

No updates for this application as of Wednesday, July 30, we are still waiting on hearing feedback from EOHLC regarding acceptance or any necessary edits to move forward with the projects presented therein.



65 PARKER STREET
CLINTON MA 01510
SOMWBA CERTIFIED WBE
(978)945-2740 (978)348-2282

LETTER OF TRANSMITTAL

DATE: 7/24/25 JOB NO.

TO:

Fuss & O'Neill
1550 Main St. Suite 400
Springfield, Ma. 01103

ATTENTION: Melisaa Trombley

Rear Main St. Revitalization-Gardner, Ma.

Sending You ☐ Attached ☐ Under separate cover via the following items:☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications☐ Copy of letter ☐ Change order ☒ Submittals

COPIES	DATE	NO.	DESCRIPTION
1	7/24/2025	008A	Revised Project Schedule

THESE ARE TRANSMITTED as checked below:

<input checked="" type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	Resubmit _____ copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	Submit _____ copies for distributio
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	Return _____ corrected prints
<input type="checkbox"/> For review and comm		

☐

|

REMARKS

COPY TO:

SIGNED: Don Dobeck Jr. P.M.



PRELIMINARY SCHEDULE
REAR MAIN ST. REVITILIZATION GARDNER, MA

	7/24/2025	JUNE					JULY				AUGUST				SEPTEMBER					OCTOBER				NOVEMBER				DECEMBER				JANUARY				FEBRUARY				
Week Of:		2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23
DESCRIPTION																																								
Submittals																																								
Re-Mobe																																								
Cut site to additional depth per rev. plan																																								
1st Fablic layer & Second layer																																								
New drainage system & contracted drainage																																								
Remove/fill obstructions																																								
Sewer Piping																																								
Water Service																																								
Underground Electrical Conduit																																								
Light Pole Bases																																								
Cuts & Fills																																								
Install Electrical H. H.																																								
Underground Irrigation																																								
Site Grading																																								
Concrete Walks																																								
Unit Pavers																																								
Curbing																																								
Utility Shed																																								
Electrial & Lighting																																								
Spray Features																																								
Site Furnishings																																								
Paving & Line Painting																																								
Stamped Pavement																																								
Fencing																																								
Shade Shelter																																								
Colored Concrete																																								
Loam & Seed																																								
Site Pads																																								
Landscape Irrigation																																								
Final Commisssoning & Testing																																								
Punchlist																																								
Cleanup & Demobe																																								

Notes: Landscaping to be done early spring of 2026
Electrical breakdown to follow waiting electrical subcontractor.

FIELD REPORT

Project No.: 2024-891 (20100564.A36)

Project: Gardner Rear Main Street Improvements

Field Visit Date: July 24, 2025

Weather: Sunny; 85° F

Fuss & O'Neill Representatives: Lauren Meiser

Attendees:

Fuss & O'Neill
Don Boudreau (UEL),

Purpose:

1. Documented UEL Means and Methods.
2. Observed installation of Tensar Geogrid and placement of processed gravel subbase.
3. Documented site work conducted.

Contractor Inquiries:

1. N/A

Progress Review:

1. F&O visually inspected the exposed compacted subgrade at northern and eastern portion of the site to be suitable for placement of modified subgrade section. Additional areas were not cut to grade at the time of our site visit to visually inspect.
2. F&O visually inspected the processed gravel subbase being used as backfill for the proposed subgrade section to be suitable. Three loads of processed gravel subbase were delivered in the duration of the site inspection.
3. F&O visually inspected the previously installed section of modified subgrade. UEL installed as plans called for consisting of one layer of NX850-FG, with twelve inches of overlap at ends, followed by 8 inches of processed gravel subbase.
4. UEL reported that all underground structures demolition and backfill were completed at time of site visit. Consisting of Exhibits "A", "B", "C", and "D" from Figure CU-101A.
5. F&O observed UEL install modified subgrade section on eastern portion of site according to plan. Methods consist of rolling the width of proposed pavement area and cutting NX850-FG where material meets with proposed curb.
6. F&O observed site conditions. UEL crew consisted of four members. Earth working equipment consisted of one roller, one mini excavator, one excavator, one dozer and one forklift. Other work observed includes removal of steel trench box, and removal of waste materials such as large boulders and wire.

7. UEL verbally reported the upcoming work consisted of installment of underground electrical structures, and water structures on the southern and western portions of the site. Progress on modified subgrade sections are to be continued on the eastern and northern portions of site.



Photo 1. Trench Box removed from site observed.



Photo 2. Large excavator observed removal of boulders and wire materials.



Photo 3. Eastern section of modified subbase installment.



Photo 4. Compacted processed gravel subgrade at 8 inches.

From: [Jason Wing](#)
To: [Jason Stevens](#); [Bob OKeefe](#); [Mayor](#); [Matt P. Wzorek](#)
Subject: [EXTERNAL] RE: MBI
Date: Thursday, July 31, 2025 3:23:58 PM
Attachments: [image001.png](#)

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Hi Jason,

I sent this over to scheduling; it should be completed in the next couple days. I will respond once it's completed.

Thanks,

Jason Wing
 VP of Operations
 C +1 603-812-1090 / jason.wing@locallinx.com
www.locallinx.com



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If you are experiencing issues with your service please contact the NOC: 1 (866) 276-2888

From: Jason Stevens <jstevens@gardner-ma.gov>
Sent: Monday, July 28, 2025 2:56 PM
To: Bob OKeefe <rokeefe@gardner-ma.gov>; Jason Wing <jason.wing@locallinx.com>; Mayor <Mayor@gardner-ma.gov>; Matt P. Wzorek <mpwzorek@tighebond.com>
Subject: RE: MBI

Thanks Bob,

Hi Jason, great to connect with you. My name is Jason Stevens and I'm the Director of Community Development and Planning here in Gardner and I'm looking to move the wires on some double poles, they are located along Park Street and are poles numbered 3 through 7. I'm including Matt Wzorek from Tighe and Bond, who has been working on coordinating the movement of the wires on these poles.

Matt, Jason here can help with the movement of the MBI wires. I wanted to include

you in on the conversation in case there was anything you could add based off your last correspondence with Comcast on these remaining wires.

Thanks all,
Jason

Jason Stevens

Director of Community Development & Planning
Gardner City Hall
95 Pleasant Street, Room 201
Gardner, MA 01440
Direct: [978-991-5842](tel:978-991-5842)
www.gardner-ma.gov

From: Bob OKeefe <rokeefe@gardner-ma.gov>

Sent: Monday, July 28, 2025 12:47 PM

To: Jason Wing <jason.wing@locallinx.com>; Mayor <Mayor@gardner-ma.gov>; Jason Stevens <jstevens@gardner-ma.gov>

Subject: RE: MBI

Mayor/Jason

We have the right person now who can assist with moving MBI fiber between poles.

Please provide him with the pole location and pole number.

Thanks

Bob

Hi Bob,

Can you give me the pole details, so I can get this scheduled.

Thanks,

Jason Wing
VP of Operations
C +1 603-812-1090 / jason.wing@locallinx.com
www.locallinx.com



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From: Michael Baldino <baldino@masstech.org>

Sent: Monday, July 28, 2025 11:34 AM

To: Jason Wing <jason.wing@locallinx.com>

Cc: Cornell Robinson <robinson@masstech.org>; Joshua Eichen <eichen@masstech.org>

Subject: Fwd: MBI

Jay,

We received the email below from the City of Gardner regarding a pole replacement. Please follow up with Verizon and the City's IT Director.

Michael

Sent from my iPhone

Begin forwarded message:

From: Bob OKeefe <rokeefe@gardner-ma.gov>

Date: July 28, 2025 at 11:02:24 AM EDT

To: Michael Baldino <baldino@masstech.org>, Joshua Eichen <eichen@masstech.org>

Cc: susan.noyes@mass.gov

Subject: RE: MBI

Hello,

Hello. We are looking for a whoever in responsible for the fiber wires on the poles in Gardner. Our Mayor, Michael Nicholson, just asked me who would we contact at MBI for them to relocate their fiber cables as a pole is being replaced. I was shocked that Verizon didn't know how to reach MBI but it is now stalling a major public development project in the city.

Your prompt assistance is appreciated.

Thank you,

Bob OKeefe
Director of Technology
(He/Him/His)

Gardner City Hall
95 Pleasant Street, Room 209
Gardner, MA 01440

Office: 978-630-4019
Fax: 978-630-4009
///town.racks.globe (what3words)
rokeefe@gardner-ma.gov
www.gardner-ma.gov

[Book a meeting with Bob](#)

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