



**Massachusetts Gaming Commission  
101 Federal Street, 12th Floor  
Boston, MA 02110**

**2017 COMMUNITY MITIGATION FUND  
*Specific Impact Grant Application*  
BD-17-1068-1068C-1068L-11234**

***Please complete entire Application***

Town of Plainville

1. NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT

Fire and Police

2. DEPARTMENT RECEIVING FUNDS

Justin Alexander Fire Chief

3. NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

157 South Street Plainville, MA 02762

4. ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

5084557556 JAlexander@plainville.ma.us

5. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

Jennifer Thompson Town Administrator

6. NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

142 South Street Plainville, MA 02762

7. ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

5086953142 x11 JThompson@plainville.ma.us

8. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

Plainridge Park Casino

9. NAME OF GAMING LICENSEE

**1. IMPACT DESCRIPTION**

**Please describe in detail the impact that is attributed to the construction of a gaming facility. Please provide support for the determination that the construction of the gaming facility caused or is causing the impact.**

Plainridge Park Casino has caused a significant increase in run volume to the facility.

There has been an increase of 10% in overall ambulance run volume directly attributable to the gaming facility since gaming started. This amounts to a 583% increase in the run volume to the gaming facility when compared to when the facility was only a harness racing track. This has caused an increase in the use of the cardiac monitor on the ambulance that is primarily assigned to the gaming facility. The monitor in that ambulance is from 2001 and the increased use is causing excessive wear on the unit.

The size and construction of the facility has created an issue for our older portable radios. On average these radios are 15-20 years old. They are utilized by public safety staff at the gaming facility. These older radios due to the older technology in them have issues transmitting and receiving inside the facility with its construction type and electronic infrastructure. This issue is for both Plainville Police and Fire at the facility.

Currently the Plainville Police Department lacks a set of body armor for one of its permanently assigned Gaming Enforcement Unit officers. Due to the officer being hired exclusively for the gaming facility, this cost is directly related to the gaming facility.

**2. PROPOSED MITIGATION**

Please identify below the manner in which the funds are proposed to be used. Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of mitigating the impact from the construction of a proposed gaming establishment. Please describe how the mitigation request will address the specific impact indicated. Please attach additional sheets/supplemental materials if necessary.

The funds will be utilized as follows:

1. Purchase of a cardiac monitor for the ambulance primarily assigned to the gaming facility. This purchase will provide a new monitor capable of handling the run volume at the facility and also bringing newer technology providing for state of the art life saving abilities at the facility.
2. Purchase of 23 portable radios to replace the non-compatible technology within the Plainville Police and Fire Departments. Both Police and Fire would retire the older radios and issue the newer ones assuring all members have a radio that will function inside the facility during an emergency. Fully functional radios are of critical importance during emergencies. We rely on them to direct the incident, request more help, and most importantly call for help if something dangerous is happening to a first responder. This is our "Mayday" call and it must be heard 100% of the time. The new radios will allow this to happen.
3. Purchase of one set of body armor. This protection will allow the GEU officer to be properly protected at the gaming facility in the event of a firearm related incident. These incidents are more common than ever in this country and all police officers should have this equipment.

**3. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS**

Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the specific impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.

The purchase of the cardiac monitor and body armor will be assigned to apparatus and personnel that conduct themselves primarily at the gaming facility. This could be confirmed through run data and payroll forms. The portable radios are assigned to specific personnel. All public safety members respond to the gaming facility more frequently than any other address in Plainville by a substantial margin. Therefore, the radios will be utilized at the gaming facility on a regular basis assuring all members can be heard and remain safe during emergencies at the facility.

**4. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS**

Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement. Please explain how this impact was either anticipated or not anticipated in that Agreement.

There is no specific language in the HCA that speaks to the requested items. Due to the unknown of how the facility would operate being the first in the state, no one could have predicted all of the impacts ahead of time to address them in the HCA.

**CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY**

On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.

*Jennifer Thompson*  
Signature of Responsible Municipal

*1/24/17*  
Date

Official/Governmental Entity Town of Plainville, Massachusetts

**APPROVAL OF THE MASSACHUSETTS GAMING COMMISSION**

On behalf of the Massachusetts Gaming Commission, the Commission hereby authorizes the payment from the Community Mitigation Fund in accordance with M G L c. 29K as outlined in this Application.

Executive Director

Date

Ombudsman

Date



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

**To** PLAINVILLE FIRE DEPARTMENT  
 Attn: Justin Alexander, Chief  
 157 South Street  
 PLAINVILLE, MA 02762  
 (508) 699-4155  
[jalexander@plainville.ma.us](mailto:jalexander@plainville.ma.us)

**Quote Number** 00066367  
**Revision #** 1  
**Created Date** 1/17/2017  
**Sales Consultant** Crystale Perry  
 (401) 255-8876  
**FOB** Destination  
**Terms** All quotes subject to credit approval and the following terms and conditions  
**NET Terms** NET 45

**Contract** State of MA FIR04 **Expiration Date** 4/17/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	34,960.00	-6,659.25	28,300.75	28,300.75
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	206.00	-48.75	157.25	157.25
11160-000013	NIBP CUFF-REUSEABLE, CHILD, BAYONET	1.00	24.00	-3.60	20.40	20.40
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	1.00	33.00	-5.80	27.20	27.20
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-65.00	236.00	236.00
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	640.00	-130.40	509.60	509.60
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	57.00	-14.50	42.50	42.50
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	82.00	-19.95	62.05	62.05
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	1.00	320.00	-78.60	241.40	241.40
21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	3.00	469.00	-108.60	360.40	1,081.20

**Subtotal** USD 30,678.35  
**Estimated Tax** USD 0.00  
**Estimated Shipping & Handling** USD 0.00

Grand Total

USD 30,678.35

**Pricing Summary Totals**

List Price Total	USD 38,030.00
Total Contract Discounts Amount	USD -7,351.65
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

**GRAND TOTAL FOR THIS QUOTE**

USD 30,678.35

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Reference Number CP/07169302/121984

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



# AAA POLICE SUPPLY



**SURVIVAL ARMOR**

## Active Shooter Kit \$454.00

### Includes:

- (1) Tactical Plate Carrier (Molle / Black / One Size)
- (2) CAG 4S17 Level IV Plates - 10" X 12"  
- 7.2 LBS - Ceramic Strike Face Composite Backing
- (1) MA19 - Double M4 Open Top Hag Pouch
- Built in "Kangaroo" Pouch
- (1) Set - Removable Summerbund Molle Side Panels
- (1) Set - POLICE ID Panels
- (1) Custom Carry Bag

Weapon Type	Ammunition
RIFLE - M1 M106	7.62 X 63 MM - AP M2
RIFLE - AK-47, M, SKS	7.62 X 39 MM - API
RIFLE - M-16/AR-15	5.56 X 45 MM - M855/SS109
RIFLE - M-16/AR-15	5.56 X 45 MM - M193
RIFLE - SVD, DRAGUNOV	7.62 X 54R LPS
RIFLE - SVD, DRAGUNOV	7.62 X 54R-L
RIFLE - M1	7.62 X 63 MM - JSP
RIFLE - SVD, DRAGUNOV	7.62 X 54R - B-32 API
RIFLE - FN FAL	7.62 X 51 MM - M80

### FEATURES

- + Protection: Level IV Stand Alone Armor Piercing
- + NIJ Standard 0101.06: This product has been certified compliant by NIJ
- + RST: Rifle Special Threats Validated
- + Material: Ceramic strike face composite backing
- + Exterior Cover: 1000D Cordura<sup>®</sup>, Textured Nylon

SHOOTERS CUT



### Front Plate - Shooters Cut

- Better Arm Mobility

FULL CUT



### Rear Plate - Full Cut

- + Cut: The 10" x 12" shooters cut plates are considered nominal and the actual measurement is 9.5" x 11.5".
- + Thickness: 0.95"
- + Warranty: 10 years on all ballistic material excluding exterior cover and 1 year on exterior cover material and workmanship

**EMAIL / CALL AAA FOR  
MORE INFORMATION +  
PICTURES**

940 Providence Highway  
Dedham, MA 02026  
P (781) 326-8845  
F (781) 326-3963

E [aaapolicesupply@gmail.com](mailto:aaapolicesupply@gmail.com)



Quote Number: QU0000389661  
 Effective: 18 JAN 2017  
 Effective To: 19 MAR 2017

**Bill-To:**  
 PLAINVILLE FIRE DEPARTMENT  
 157 SOUTH ST  
 PLAINVILLE, MA 02762  
 United States

**Ultimate Destination:**  
 PLAINVILLE FIRE DEPARTMENT  
 157 SOUTH ST  
 PLAINVILLE, MA 02762  
 United States

**Attention:**  
**Name:** Chief Justin Alexander  
**Email:** jalexander@plainville.ma.us

**Sales Contact:**  
**Name:** Kevin Jay  
**Email:** kjay@cybercomminc.com  
**Phone:** 7816471010

**Contract Number:** ITT57 MA STATE  
**Freight terms:** FOB Destination  
**Payment terms:** Net 45

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	H98SDF9PW6AN	APX6000 UHF R2 MODEL 2.5 PORTABLE	\$2,738.00	\$2,080.88	\$2,080.88
1a	1	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	\$90.00	\$90.00
1b	1	Q811BP	ENH: LI DIGITAL CONVENTIONAL	\$650.00	\$494.00	\$494.00
2	1	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$103.50	\$103.50
(Notes)SINGLE UNIT DESK TOP CHARGER						
3	1	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU SRSM *	\$117.70	\$81.21	\$81.21
(Notes)REMOTE SPEAKER MICROPHONE						
4	33	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$33.00
(Notes)PROGRAMMING SERVICES						
5	42	SVC03SVC0116D	ENGRAVING SERVICES	\$1.00	\$1.00	\$42.00
(Notes)ENGRAVING SERVICES						

**Total Quote in USD** **\$2,924.59**

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.