

NOTICE OF PUBLIC MEETING

Town of Durham Board of Selectmen

Kevin Nadeau, Chairman, Rob Pontau, Vice Chairman,
Todd Beaulieu, Richard George, Marc Farrin

A Meeting of the Durham Board of Selectmen will be held **in person** on Tuesday, **August 24, 2021** beginning at 6:30pm. The meeting will also be streamed on Town Hall Streams which can be accessed through our website at www.durhamme.com and available live on the local channel. The Public is welcome to attend*

AGENDA

For consideration:

1. Call to Order & Establishment of Quorum
2. Amendments to Agenda
3. Departments/Committee Reports:
 - a. Town Manager
 - b. Road Commissioner
4. Public Comment on non-agenda items / Correspondence
5. Action & Discussion Items:
 - a. MDOT Courtesy Presentation/Intersection Swamp/Plummer Mill/Newell Roads
 - b. Facilities Update
 - c. Fireworks Ordinance Draft
 - d. Copier Contract Discussion
 - e. Androscoggin County Dispatch Service Contract 2022
6. Consent Agenda: (Any Board member may request to have an item removed from the consent agenda for discussion)
 - a. Approve Minutes - July 27, 2021 Select Board Meeting
 - b. Approve Minutes – August 10, 2021 Select Board Meeting
 - c. Approve August 10, 2021 A/P, 2021 Warrant
7. Selectmen’s Comments
8. Upcoming Meeting(s) and Town News:

Select Board Meetings will be held:
Workshop - Tuesday, August 31, 2021 at **6:00 pm**
Regular Meeting – Tuesday, September 14, 2021 at 6:30 PM
9. Executive Session pursuant to 1 M.R.S.A. § 405(6)(A) – Personnel Matters
10. Adjourn

*Please email any questions or concerns to Kathy Tombarelli at townmanager@durhammaine.gov prior to the meeting. Per [updated guidance](#) from the U.S. CDC, persons in counties with “substantial” or “high” levels of COVID-19 community transmission are advised to wear face coverings in public indoor settings. U.S. CDC updates information daily, which will be updated here. As of the posting of this agenda, Androscoggin County is considered “high”. Face coverings are recommended, not required.



TOWN OF DURHAM
630 Hallowell Road
Durham, Maine 04222

Tel. (207) 353-2561
Fax: (207) 353-5367

8/24/2021 Select Board Meeting

To: Durham Select Board
From: Town Manager
Date: 8/23/2021

I am pleased to provide the following updates:

- We have several virtual trainings scheduled with State agents to help us get up to speed on all things municipal including BMV, IF&W, elections, etc. We hope to be off the “Limited New” status soon and be able to process BMV new registrations.
- Interviews for the Fire Chief position are scheduled for August 25, 2021. We have 3 qualified candidates schedule for interviews.
- An ongoing challenge is the maintenance issue in the women’s bathroom. We hope to have it resolved in the next few weeks. We are also working on a hazard tree(s), A/C issue, etc.
- Our Town Clerk, Jessica Landberg passed her Notary test last month and is awaiting the State paperwork. Janet Bowie is also in process.
- Bulky Waste Day update – Covid will likely have an impact on the collection process. The Road Commissioner and a representative from Casella/Pine Tree will be meeting with me later this week to try and work through the logistics. We are still scheduled for September 18th from 8:00 – noon at the Public Works facility at 1099 Royalsborough Road.
- The Durham Town Office will continue to follow all state and CDC mandates. Public Meetings will continue to be held in person until we are notified otherwise. As of today, masks continue to be recommended, not required indoors.

I would also like to remind all that many services are available online for your convenience. While we are happy to serve you in person, it may be easier in inclement weather or during high volume times at the Town Office to register on-line. Vehicle re-registrations can be completed on Rapid Renewal here: <https://www1.maine.gov/online/bmv/rapid-renewal/>. You can also re-register recreational vehicles here: https://apps1.web.maine.gov/online/atv_snow/index.htm. Also available online is a fillable PDF for Marriage Intentions: <https://www.maine.gov/dhhs/mecdc/public-health-systems/data-research/vital-records/documents/pdf-files/VS2-A-Marriage-Intentions-fillable.pdf>. If you have the intentions filled out before coming into the Town Office the process will be faster.

Respectfully submitted,
Kathy L. Tombarelli
Town Manger



Town of Durham

1099 Royalsborough Road
Durham, Maine 04222

Tel.: (207) 353-3281

**Road Commissioner
Calvin Beaumier
Cell Phone (207) 844-1774**

Durham Public Works Department Head Report 8-24-21

- WE have put up all of the MDOT established speed limit signs on Meadow and Shiloh roads as well as the remaining weight limit signs on Plummer Mill, Old Brunswick, and Meadow Roads.
- Kathy has reposted the Truck Driver position.
- We finished up ditching on Harley Woods and Puritan and are now on Patriot way.
- We have done some brush cutting at many intersections where needed.
- We have been collecting Data with the speed radar unit on Shiloh Road. We will be downloading the data later this week.
- I have been in contact with Jack Conway, the town attorney, to discuss ten applications for entrance permits for the NECC project. I spoke with Bob and Kathy and we all agree that the project needs PB approval so I should not issue any permits until it goes through that process. Jack is in agreement and will issue that in writing prior to Tuesday night's Board Meeting.
- Kathy and I have a meeting Cassella Waste Wednesday morning to discuss Bulky Waste Day. If they are going to hold their current position of their employees not assisting, then I believe it will be a very disappointing event with traffic backed up to dangerous lengths.



Safe travels:

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q20019397
Date	12/11/2020
Page	1

Sell To Cust. C13193	Maine DOT - Augusta 16 State House Station AUGUSTA, ME 04333-0016 USA	Ship To Cust.	Maine DOT - Augusta 16 State House Station AUGUSTA, ME 04333-0016 USA		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
ICWS	1/11/2021	Jason Decker	Net 30 DAYS	INCLUDED	BEST RATE

Item	Description	Quantity	UM	Price	Extension
2180-SYSTEM	Solar ICWS 3-BlinkerSigns/2-Radar Activation 1- Radio repeater pole set-up *** Detection Poles ***	1	EA		
SLR-85-B	85W/12V Solar Panel Package, Top of Pole Mount 4.5 Dia	2	EA	400.00	\$800.00
500021	Controller, 12V, Sun saver, 108045, Hollow, Bulkhead	2	EA	950.00	\$1,900.00
2180-BRKT-R	Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up, Standard Hardware, Brackets, & Snap Locks	2	EA	35.00	\$70.00
101494	Battery, DEKA Solar 12V 48Ah VRLA 8G40-DEKA	2	EA	180.00	\$360.00
139411V	Remote Radar Kit, SS400, Universal RRFB Bracket, No Battery, 1/2" Conduit, add MPH in Variant	2	EA	1,200.00	\$2,400.00
109576-10	Omni-Directional Antenna Kit Includes 10' of Cable	2	EA	300.00	\$600.00
101920	Pole Package, 15', 4.5" OD, 42" J-Bolts Includes: Pole, Base, J-Bolts *** Warning Poles ***	2	EA	600.00	\$1,200.00
500021	Controller, 12V, Sun saver, 108045, Hollow, Bulkhead	3	EA	950.00	\$2,850.00
2180-BRKT-R	Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up, Standard Hardware, Brackets, & Snap Locks	3	EA	35.00	\$105.00
SLR-55-B	55W/12V Solar Panel Package, Top Of Pole Mount 4.5 Dia.	3	EA	350.00	\$1,050.00
101494	Battery, DEKA Solar 12V 48Ah VRLA 8G40-DEKA	3	EA	180.00	\$540.00
109575-10	Yagi Antenna Kit, Includes 10' of Cable	3	EA	225.00	\$675.00
300006	BlinkerSign, 30"x30"x.080, DMD, DG3, FY, DF, 8 Amber LEDs, SPM	3	EA	800.00	\$2,400.00
139916	Sign Mounting Kit, Z-Bracket, 4.5", Anti-Vandal, Mounts One Blinker or Static Sign to 4.5" OD Pole	3	EA	25.00	\$75.00

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$18,795.00	\$0.00	\$0.00	\$18,795.00

All prices are listed in **US Dollars (USD)**
 For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>

Untitled Map

Write a description for your map.

Legend

- Feature 1

Detection Location (850') ?

Detection Location #2

Approx. Repeater Location?

Flashing Sign

Flashing Sign

Untitled PlacemaFlashing sign

Plummer Mill Rd

Swamp Rd





TRAFFIC
APPROACHING

CROSS T
DOES NO

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FLASHING

AN
NT
PARK
and
CAMPGROUND
N LAK BARKLEY

WEST
1055

WELCOME ONLY
BARKLEY

Section 5.31 TOWN OF DURHAM FIREWORKS ORDINANCE

This Ordinance regulates the use of professional fireworks and consumer fireworks to ensure the safety of the residents and property owners of the Town of Durham and the general public. This Ordinance shall be known as the "Town of Durham Fireworks Ordinance." It is adopted pursuant to the enabling provisions of the Maine Constitution, the provisions of 30-A M.R.S.A. Section 3001, and the provisions of 8 M.R.S.A. Section 223-A

A. Definitions

1. Consumer Fireworks: "Consumer Fireworks" has the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. Consumer Fireworks does not include the following products:
 - a. Missile-type rockets, as defined by the Office of the State Fire Marshall by rule;
 - b. Helicopters and aerial spinners, as defined by the Office of the State Fire Marshall by rule; and
 - c. Sky rockets and bottle rockets. For purposes of this definition, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the Office of the State Fire Marshall by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color and/or sound at or near the height of flight.
 - d. The term "Fireworks" does not include consumer fireworks or toy pistols, toy canes, toy guns, or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, toy pistol, paper caps, or plastic caps that contain less than 20/100 grains of explosive mixture, or sparklers that do not contain magnesium chlorates or perchlorates.
2. Fireworks Display: An entertainment feature where the public or a private group is admitted or permitted to view the display of fireworks or consumer fireworks or special effects.
3. Fireworks: The same meaning as that term defined under State Law, 8 M.R.S.A., Section 221-A (4), as may be amended from time to time.
4. Person: Any individual, partnership, limited liability company, corporation, governmental entity, association, or public or private organization of any character.
5. Livestock: The term "livestock" includes **cattle, sheep, horses, goats, and other domestic animals ordinarily raised or used on the farm.** Turkeys or domesticated fowl are considered poultry and not livestock within the meaning of this definition.

B. Use of Consumer Fireworks Restricted

1. A person shall not use, display, fire, or cause to be exploded (collectively "Setting Off") consumer fireworks within the Town of Durham or in or from any watercraft within waters of the Town except upon the following conditions:
 - a. No fireworks shall be set off on any day with a Fire Danger Class of 3 (high), 4 (very high), or 5 (extreme), as determined by the Maine Forest Service. Any person(s) setting off fireworks shall be responsible for verifying the Fire Danger Class on any day that consumer fireworks are set off.

- b. No person shall set off, use, display, throw, drop or cause to set off any consumer fireworks or fireworks within any public way or within 50 feet of a public way, or within 75 feet of any building or structure.
 - c. No person shall set off, use, display, throw, drop or cause to set off any consumer fireworks or fireworks within 1,500 feet of livestock.
2. Consumer Fireworks may only be set off during the following days/times:
- a. From 12:00 P.M. until 11:00 P.M July 3rd – July 5th
 - b. From 6:00 P.M. to 10:00 P.M. on the Saturday preceding July 4th, the Saturday following July 4th, the Saturday preceding Labor Day weekend, and the Saturday of Labor Day Weekend.
 - c. From 9:00 AM to 12:30 A.M on December 31st and January 1st
 - d. From 12:00 midnight to 1: 00 am on Lunar New Year (Chinese New Year - varies).

C. Commercial Firework Display Standards

1. Pursuant to 8 M.R.S.A. Section 227-B, this section establishes standards for the use, display, or setting off fireworks, as defined in 8 M.R.S.A., Section 221-A(4), that require a permit from the Maine Commissioner of Public Safety or designee.
 - a. No fireworks shall be set off on any day with a Fire Danger Class of 3 (high), 4 (very high), or 5 (extreme), as designated by the Maine Forest Service. The person or entity setting off fireworks shall be responsible for verifying the Fire Danger Class on any day that fireworks are set off.
2. Any person that is required to obtain a fireworks display permit from the Maine Commissioner of Public Safety under 8 M.R.S.A, Sections 221-237 and 227-A shall also be required to obtain a permit from the Durham Department of Public Safety. The applicant shall submit the following information to the Durham Fire Chief at least 14 days in advance of the scheduled event:
 - a. Location of the event including a plan showing the area where the display is to occur.
 - b. Responsible party including contact information both prior to and during the event.
 - c. Commencement time and ending time.
 - d. Description and listing, including approximate quantity, of the fireworks to be displayed.
 - e. Detailed description of safety and security measures to be taken.
3. The professional fireworks display shall not occur unless the Durham Fire Rescue/Public Safety Department has duly issued the Town permit.
4. The party or entity setting off the fireworks display shall be responsible for ensuring that all fireworks stored on the site before the display are sufficiently secured and protected including having appropriately trained personnel staying on site.

D. Administration and Enforcement

1. Copy to State Fire Marshall: Per Title 8 M.R.S.A. Section 223, the Town Clerk shall file a copy of this Ordinance, any amendments thereto, with the State Fire Marshall within 30 days of adoption or amendment.
2. Any State or County Law Enforcement official may enforce the provisions of this Ordinance specifically including duly-authorized representatives from Cumberland County Sheriff, Maine State Police, Maine Department of Inland Fisheries & Wildlife,

and Maine Department of Public Safety (StateFire Marshal's Office).

E. Seizure and Disposal

1. The Town or any person authorized to enforce this Ordinance may seize fireworks that it has probable cause to believe are to be used in violation of this Ordinance. All fireworks lawfully seized under this Ordinance shall be forfeited to the State per 8 M.R.S.A. Section 237 (2).

F. Violations and penalties

1. Use of fireworks in violation of this Ordinance shall be subject to a fine of not less than \$100 nor more than \$250 plus attorney costs for the first offence, or a fine not less than \$250 nor more than \$750 plus attorney costs for each subsequent offence within any previous two (2) year period.
2. Injunction: In addition to any other remedies available at law or equity, the Town of Durham, acting through its Town Manager, may apply to any court of competent jurisdiction to enjoin any planned, anticipated, or threatened violation of this Ordinance.

G. Appeals

Appeals with respect to this Ordinance including fines shall be taken within 30 days to the Durham Town Council who shall be the final authority.

H. Saving Clause

In the event that any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, this finding shall not affect the remainder of this Ordinance.

Kathy Tombarelli

From: Tom Franchetti <Tom.Franchetti@da.kyocera.com>
Sent: Thursday, August 12, 2021 2:21 PM
To: Kathy Tombarelli
Subject: Kyocera Copiers/ Cost Analysis & Quote
Attachments: Town of Durham Cost Analysis 2552ci.pdf; Town of Durham Cost Analysis 2553ci.pdf; Town of Durham New Copier Docs.pdf

Hi Kathy,

It was a pleasure meeting with you yesterday. I've attached 2 separate cost analysis and the necessary documents for you to review per our discussion yesterday. One is for a slightly used, off-lease rental that I spoke about, and the other is for a brand new model. Either way that you'd like to go, I am able to provide a significant savings for the town while also providing new technology. For the current Canon lease, Kyocera will provide a check back to the Town of Durham for \$3,500 to cover the 14 remaining payments, which actually only comes to \$2,619.54. I was also able to include some free service in with my proposal that should cover you guys there for about 2 years too. My hopes are that with the cash back and free service I'm providing, the town will actually have extra money now in this year's budget. I'm also including a \$250 gift card for you just for doing business with me.

Please let me know if you have any questions or concerns!

Best,

Please note my new email address below...

Tom Franchetti
Area Manager
KYOCERA Document Solutions, New England Inc.
Tom.Franchetti@da.kyocera.com
Office: 207-797-7224 x6141
Cell: 207-402-8210

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in order to drive change.



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Color Copier MFP Brand





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Town of Durham

Below is a summary of what is currently being spent on lease payments and service & supplies for Town of Durham's copiers which includes 1 – Canon Color copier and 4 – B/W Printers
Service & supply costs were calculated based on meters over the past 12 months. Installation, training and network set up are included at no additional fee.

Current Placement

- 1. Canon ImageRunner C5535i Color Copier & OCE FX3000 B/W Printer

Current Expenses for 2 Devices

	Monthly	Annual
Lease 1 @ 60 Months	\$187.11	\$2,245.32
Service & Supplies <i>~ 8,000 Black</i> <i>~ 600 Color</i>	\$170.81	\$2,049.72
TOTAL COST	\$357.92	\$4,295.04

* Payments exclude taxes and shipping.

Proposed Replacement

- 1. TASKalfa 2552ci Color Copier
- 2. New ECOSYS P2235dw (Receipt Printer)
(Bonus Goods)



September Promo!!
\$250 Visa Gift Card w/ New Lease!

Proposed Expenses for 2 Devices

	Monthly	Annual
Lease 1 @ 60 months	\$269.89	\$3,238.68
Service & Supplies 1st 100,000 B/W & 10,000 Color Free <i>~ 8,000 Black @ \$0.0055 each</i> <i>~ 600 Color @ \$0.05 each</i>		
TOTAL COST	\$269.89	\$3,238.68

Includes Payoff/Ship Back of Current Leased Device & Free Delivery/Installation!



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TASKalfa 2552ci

COLOR MULTIFUNCTIONAL
SYSTEM



POWERFUL COLOR PERFORMANCE... CONNECTING PEOPLE AND INFORMATION.



Designed to impress, the TASKalfa 2552ci is the ultimate Color MFP for small business and distributed workgroups. As a flexible document processing hub, the TASKalfa 2552ci provides all the tools needed to easily and efficiently print, scan, and copy. Indeed, document processing is a breeze with a large tablet-like color touch screen, and intuitive feature selections that speed job turnaround. Whether running routine copies or scanning to a network folder, the TASKalfa 2552ci is the ideal solution for your growing business.

- › Vivid Color and B&W Imaging up to 25 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs
- › Flexible Media Support and Paper Sizes up to 12" x 48"
- › Customizable 9" Color Touch Screen with Intuitive, Tablet-like Home Screen
- › Robust Portfolio of Business Applications that Can Optimize Your Document Workflow
- › Advanced Finishing Options for Professional Output, including a Space-Saving 500-Sheet Internal Finisher
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 160 ipm
- › Convenient Wireless Printing and Scanning
- › Apple AirPrint™, Google Cloud Print™ and KYOCERA Mobile Print Compatible for a Mobile Printing Solution



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The TASKalfa 3252ci puts Color and B&W imaging at your fingertips...taking your business to the next level. From a single device, effortlessly print, scan, and copy via the system's intuitive, tablet-like color touch screen. As a flexible document processing hub, the versatile TASKalfa 3252ci incorporates a vast array of cutting-edge functionality to streamline document workflow and maximize office efficiency. Combined with Kyocera's award-winning ultra-reliability, unique long-life technology and business application integration, the TASKalfa 3252ci is the ideal solution for growing businesses.

- › Vivid Color and B&W Imaging up to 32 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs

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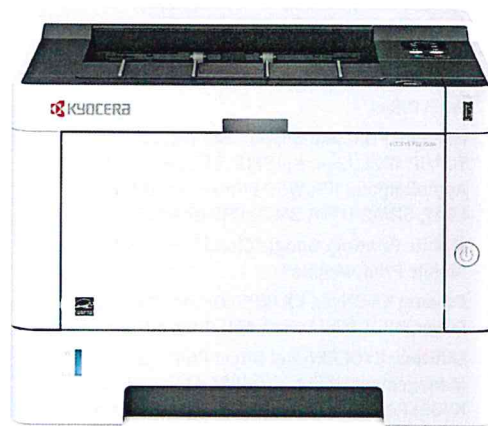
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ECOSYS P2235dw

BLACK & WHITE NETWORK
PRINTER



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ECOLOGICAL.
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TECHNOLOGY.



With outstanding print quality and advanced features, the **ECOSYS P2235dw** monochrome desktop printer offers powerful capabilities for the budget conscious business. Large paper capacity, standard duplex, and print speeds up to 37 ppm drive productivity in workgroups of all sizes. Additional flexibility is provided by On-The-Go printing and walk-up USB accessibility. Meeting the needs of users both in and out of the office, the ECOSYS P2235dw is the affordable printing solution your business can depend on.

- › Black and White Business Output up to 37 Pages per Minute
- › LED Display
- › Up to Fine 1200 dpi Print Resolution
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Up to 850 Sheets Paper Capacity
- › KYOCERA Fleet Services ready, a secure cloud-based monitoring system, optimizes device uptime and reduces costs



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Town of Durham

Below is a summary of what is currently being spent on lease payments and service & supplies for Town of Durham's copiers which includes 1 – Canon Color copier and 4 – B/W Printers
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The TASKalfa 2553ci Color Multifunctional System brings power and versatility to today's demanding office environments. High impact color, crisp elegant black text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options that keep your business moving forward. Comprehensive and unmatched in reliability, the TASKalfa 2553ci is engineered to deliver results.

- › Vivid Color and Black and White Imaging up to 25 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs
- › Flexible Media Support and Paper Sizes up to 12" x 48"
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- › Diverse Portfolio of Business Applications for Enhanced Capabilities, such as Scan Distribution to Back-end Applications and Document Management Systems and Print Management to Control Devices, User Policies, and Output Costs
- › Professional Finishing Options for a Polished Output, Including a Space-Saving 500-Sheet Internal Finisher
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 180 ipm
- › Convenient Wireless Printing and Scanning
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Document Solutions

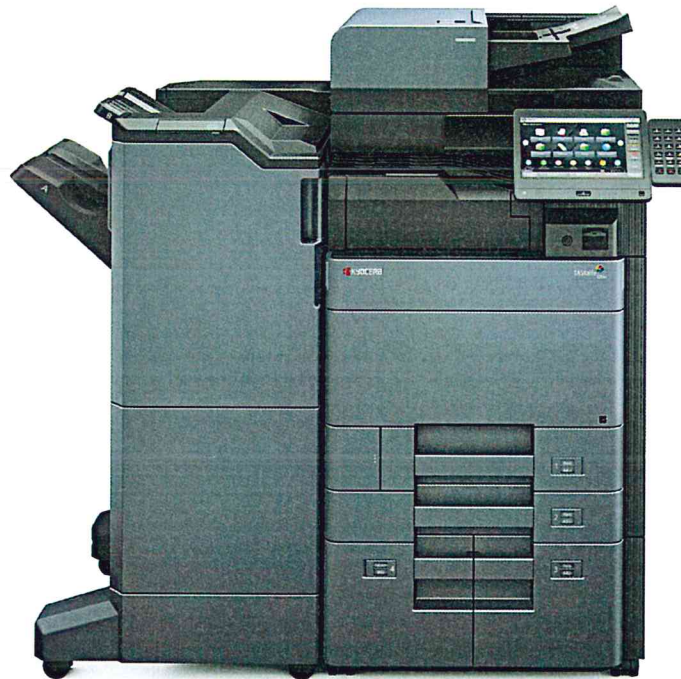


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POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Empowering your workforce with productivity-boosting features and functionality, the TASKalfa 3253ci Color Multifunctional System raises the bar on maximizing workflow. A versatile array of scanning, input and professional finishing options delivers exceptional results in vibrant, high-impact color. Eco-friendly, and expertly engineered to drive your business forward, the TASKalfa 3253ci exceeds the needs of even the most demanding offices.

- › Vivid Color and Black and White Imaging up to 32 Pages per Minute
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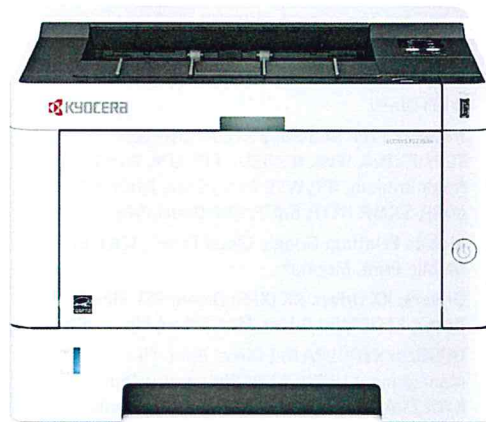
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ECOSYS P2235dw

BLACK & WHITE NETWORK
PRINTER



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- > Up to 850 Sheets Paper Capacity
- > KYOCERA Fleet Services ready, a secure cloud-based monitoring system, optimizes device uptime and reduces costs



KYOCERA
Document Solutions



Date 8/12/2021
 Cust. #
 Invoice #
 Sales Rep Tom Franchetti

Purchase Agreement

Ship To: Town of Durham
 630 Hallowell Rd.
 Durham, ME 04222

Bill To:

Contact: Kathy Tombarelli
Phone/Fax: (207) - (207) -
E-mail: townmanager@durhammaine.gov

Billing Contact: Kathy Tombarelli
Phone/Fax: (207) - (207) -
E-mail: townmanager@durhammaine.gov

Purchase Order:
Payment Terms:

Requested Delivery Date:
Lease Months: 60
Monthly Payment: \$269.89

Quantity	Item # / Product code	Description	Serial #	Equipment ID#	Unit Price	Total Price
1	1102L72US0	TASKalfa 2552ci				
1	1703RG0UN0	AK-7100				
1	1203RV2US0	DF-7120				
1	1203R86US0	DP-7110				
1	1503RK2USJ	Fax System 12				
1	1203RC2US0	PF-7110				
1	1203NK2US0	PH-7A				
1	1102RW2US0	ECOSYS P2235dw				

Comments:

The Products described above are purchased under the following terms:

- Title to the Products shall not pass to the Buyer until the Total Price has been paid to Kyocera.
- Buyer is responsible for all sales and use taxes.
- Kyocera shall provide Buyer with any end-user warranties given by the manufacturer of the Products. These warranties are in lieu of all other warranties and conditions, expressed or implied, and Kyocera specifically disclaims any implied warranty or condition of merchantability, or fitness for a particular purpose. Kyocera shall not be liable for any incidental or consequential damages which may arise out of the use or inability to use any Product.
- No modifications of this Agreement shall be binding on Kyocera unless agreed upon in writing by an officer of Kyocera.
- Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of \$25.00 will be charged for all returned checks. Buyer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

Subtotal	Leased
Sales Tax	
Delivery/Installation	Waived
Total Amount	
Less Deposit	
Amount Due	Leased

Authorized Signature **Kyocera Document Solutions Representative**

Signature _____ Date _____ Signature _____ Date _____

Print Name _____ Print Name _____

Tom Franchetti

KYOCERA Document Solutions America
 One Jewel Drive
 Wilmington, MA 01887
 Tel: 800-847-3526

kyoceradocumentsolutions.us



Sales Rep	Tom Franchetti
P.O. #	
Contract #	
Begin Date	Renewal Date

Maintenance Agreement

Ship To		Bill To	
Town of Durham 630 Hallowell Rd. Durham ME 04222		, ME 04222	
Contact Name	Kathy Tombarelli	Contact Name	Kathy Tombarelli
Phone/Fax	(207) - (207) -	Phone/Fax	(207) - (207) -
E-mail	townmanager@durhammaine.gov	E-mail	townmanager@durhammaine.gov

<input checked="" type="checkbox"/> All-Inclusive Maintenance and Supplies Agreement	<input type="checkbox"/> Basic Maintenance Services Agreement	<input type="checkbox"/> Managed Print Services Agreement
Includes - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED	Includes - Parts & Labor Only Excludes - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits *NETWORK SUPPORT IS NOT INCLUDED	Includes - Toner, Parts, Maintenance Kits, Account Review Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED

Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
TASKalfa 2552ci			
ECOSYS P2235dw			

Contract Pricing

Base Billing Cycle is	Monthly	Base of	for	B&W Images	
		and	for	Color Images	
Other					
Overage Billing Cycle is	Monthly	Rate on Kyocera devices	\$0.0055	Black & White Images	
			\$0.0500	Color Level 1 Images	
				Color Level 2 Images	
				Color Level 3 Images	
Other	ECOSYS P2235dw @ \$0.01 per print				
		Rate on non-Kyocera devices		Black & White Images	
				Color Images	

Notes On Special Terms:
100,000 Free Black and White Prints & 10,000 Free Color Prints included to start. Monthly Cost Per Copy @ \$0.005 B/W & \$0.05 Color after free prints.

Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA Document Solutions America
 One Jewel Drive
 Wilmington, MA 01887
 Tel: 800-847-3526

kyoceradocumentsolutions.us



Date 8/12/2021

Check Requisition

Requested by:

Tom Franchetti

Date Required:

Make Check Payable To:

Name Town of Durham

Address

City/State/Zip

Amount \$3,500

Purpose or Explanation for Check Request:

Payoff 15 Remaining Payments to Canon Financial

Special Instructions:

Buyout to return

Buyout to keep

Itemization:

Quantity	Date Due	Products	Unit Price	Extended Price
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Authorized Signature:

Signature

Date

Print Name



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Town of Durham
Billing Address: 630 Hollowell Rd, Durham, ME 04222-5299
Equipment Location (if other than Billing Address): 630 Hollowell Rd, Durham, ME 04222-5299
Telephone No: 2073532561

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 5 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: 1, Kyocera 255ci copier systems, Kyocera Mita America Inc, TASKalfa 2552ci

Table with 4 columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$269.89), END OF LEASE PURCHASE OPTION (Fair market value, plus taxes), and payment details (Advance Payment, Security Deposit, Documentation Fee, Total due).

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: Town of Durham
X Lessee Authorized Signature
Print Name: _____ Title: _____
E-Mail Address: _____ Date: _____
Tax ID Number: _____

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: **674430**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 630 Hallowell Rd, Durham, ME 04222-5299

1	Kyocera 255ci copier systems	New	Kyocera Mita America Inc	TASKalfa 2552ci	
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LESSEE: Town of Durham

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



State and Local Government Addendum

Reference: **Application No. 674430**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Town of Durham** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Durham	LEAF CAPITAL FUNDING, LLC
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

Invoice

Androscoggin County



Maine

2 Turner Street Auburn, ME 04210

Phone (207)753-2500

TTY (207)753-2506

Date	Invoice #
8/10/2021	60

Bill To
Town of Durham Treasurer 630 Hallowell Road Durham, ME 04222

Due Date	Project
9/1/2022	PSAP

Quantity	Description	Rate	Amount
1	PSAP Services January 1, 2022 to December 31, 2022	9,812.40	9,812.40
1	FIRE/EMS Dispatch Services January 1, 2022 to December 31, 2022	11,813.36	11,813.36

Thank you for your business. Please make checks payable to Treasurer of Androscoggin County	Total	\$21,625.76
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**ANDROSCOGGIN COUNTY SHERIFF'S OFFICE
MUNICIPAL/COUNTY AGREEMENT FOR
PSAP and DISPATCH SERVICES**

JANUARY 1, 2022 TO DECEMBER 31, 2022

THIS AGREEMENT made and entered into this 1st day of **January 2022** by and for the **COUNTY of ANDROSCOGGIN**, hereinafter referred to as the "County" and the **INHABITANTS of the TOWN OF DURHAM** hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the Town is desirous of entering into a contract with the County, for the provision of Public Safety Answering Point (PSAP) and Dispatch services hereinafter described within the limits of said Town.

WHEREAS, the County is agreeable through the Androscoggin County Commissioners and Office of the Sheriff to render and provide PSAP and Dispatch services on the terms and conditions hereinafter set forth:

I. STATEMENT OF AGREEMENT:

1. The County hereby agrees to provide PSAP and Dispatch services for the Town of **DURHAM** hereinafter known as "The Town," through its County Sheriff's 9-1-1 Communication Center, hereinafter known as "County 9-1-1." The department agrees with and shall be subject to the terms of this agreement.

II. PSAP/DISPATCH SERVICES DEFINED:

1. Service Area: The County 9-1-1 shall provide PSAP and Dispatch services to the Town at all times during the term of this Agreement.
2. The County 9-1-1 will provide:
 - a. Adequate facilities; equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
 - b. Call answering, which shall include but not be limited to all emergency and non-emergency calls for service.
 - c. Emergency communications service, which shall include but not be limited to dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate by the Incident Commander and/or authorized agency personnel.
 - d. All services in the most cost effective and efficient manner possible.
 - e. "Back-up" services to ensure that coverage for emergency services continues without interruption.
 - f. Transcripts of transferred 9-1-1 calls received in connection with the performance of emergency communication services under this Agreement, upon the request of the Town.
 - g. Copies of telephone and radio recordings received in connection with the performance of dispatch services under this Agreement, upon the request of the Town (for court and investigative purposes); and County 9-1-1 shall provide such documents only to those municipal officials or employees designated in writing by the Durham Administrator or

Durham Fire Chief as authorized to receive such documents on behalf of the Town of Durham.

3. **Service Management:** The operation of the County 9-1-1, including but not limited to the planning, organization, scheduling, direction, and supervision of the dispatch personnel, as well as matters incidental to the delivery of dispatching services to the Town, shall be determined by the Androscoggin County Sheriff's Office. The Androscoggin County Sheriff's Office shall retain exclusive authority over the activities of its personnel and operation.

III. DELIVERY OF SERVICES:

1. **Requests with respect to services:** The County 9-1-1 shall give prompt consideration to all requests of the Town regarding the delivery of their PSAP and Dispatch service; the County 9-1-1 will comply with these requests if they are judged consistent with the County 9-1-1 communications policies and procedures.
2. **Resolution of operational disputes:** Any conflict between the parties regarding the delivery of PSAP and Dispatch services by the County 9-1-1 will be thoroughly reviewed in a dialogue between the Communications Director of the Androscoggin County Sheriff's Office or his/her designated representative and the Durham Fire/Rescue Chief or a designated representative of the Town. If an agreement cannot be reached between the parties, the matter shall be resolved between the Durham Board of Selectmen and the Sheriff of Androscoggin County. If a resolution cannot be reached between the Sheriff and the Board of Selectmen, the Select Board of the Town of Durham may vote to either defer to the Sheriff of Androscoggin County or the Town of Durham may withdraw from this contract in writing with a thirty (30) day notice.
3. **Coordination:** The Communications Director of the Androscoggin County Sheriff's Office or his designated representative and the Durham Fire/Rescue Chief or a designated representative of the Town shall be the designated individuals to make or receive requests and confer upon matters concerning the delivery of PSAP and Dispatch services.

IV. FEES:

1. This contract is based on a per capita fee using a population taken from the 2010 U.S. Census. Said fees are as follows:

Service	Population	*CPC	Total
PSAP	3848	\$2.55	\$9,812.40
POLICE	---	\$7.17	\$0
FIRE/EMS	3848	\$3.07	\$11,813.36
Total			\$21,625.76

*Cost Per Capita

2. **PSAP Payment Schedule-**The Town agrees to pay the full amount due of **\$21,625.76** by **September 1, 2022.**
3. **Fire/EMS Dispatch Payment –** The Town agrees to pay the full amount due in subsequent renewal years as outlined in Section VII. 2. below directly to the County by **September 1, 2022.**

V. TERM:

1. This agreement shall take effect from the date of execution thereof.
2. Dispatch services will commence January 1, 2022.

VI. LEGAL:

1. The County of Androscoggin shall indemnify and hold harmless the Inhabitants of the Town of Durham, its employees and board or committee members from claims, suits or liabilities resulting from negligence of the County of Androscoggin, its employees, commissioners and agents.
2. The Inhabitants of the Town of Durham shall indemnify and hold harmless the County of Androscoggin, its employees, commissioners and agents from claims, suits or liabilities resulting from negligence of the Inhabitants of the Town of Durham, its employees and board or committee members.
3. The County of Androscoggin and Inhabitants of the Town of Durham shall share this agreement with their respective insurers to make certain that insurance coverage is adequate. Each party agrees to execute any reasonable amendments to this agreement required by their insurers.
4. In the event of any litigation between the parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.
5. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
6. The parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of Federal and State law, the parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of services covered by this agreement. The parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this shall prohibit disclosure of public records or other information by either party when such disclosure is required by Maine's Freedom of Access law, I MRSA sec. 401 *et seq.*, the Criminal History Record Information Act, 16 MRSA secs. 611, *et seq.*, or by court order. The parties shall cooperate in responding to requests for public records related to this contract. The terms of this Section shall survive the expiration or termination of this Agreement.

VII. RENEWAL:

1. Unless terminated by a party giving written notice of termination not later than November 1st of each calendar year, this agreement shall be renewed yearly, subject to paragraph 2 below.

2. The County will notify the Town by September 1st of each calendar year of the County's fee schedule for the following calendar year, which will become the fee schedule for the following calendar year unless the Town gives notice of termination as provided in paragraph 1 above.
3. The Inhabitants of Durham are obligated only to pay costs to provide 9-1-1 and dispatch services under this agreement as may be lawfully made from funds budgeted and appropriated for said purpose during Durham's current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay for the services under this agreement, the Inhabitants of Durham will notify the Sheriff of Androscoggin in writing and be released from this agreement with thirty (30) day notice. The Select Board of Durham is obligated to present a warrant article to the Town at the yearly Town meeting which seeks to appropriate sufficient funds to cover this agreement, unless the Town has notified the Sheriff of Androscoggin County of its decision to terminate this Agreement.

VIII. EXECUTION:

1. Signatories: The parties hereto have executed this agreement the day and year first written above by their duly authorized representatives, and this agreement is the binding and enforceable obligation of all parties.

IN WITNESS THEREOF, the **Town of DURHAM** by approval of the Board of Selectmen has caused this agreement to be signed by its Board Chair/Administrator attested by the Town Clerk, and the County of Androscoggin by resolution by the Board of Commissioners, has caused this agreement to be signed by the Sheriff, for the County of Androscoggin, the Chair of the Androscoggin Board of Commissioners, and attested by the County Administrator, on the ____ day of _____.

TOWN OF DURHAM

BY: _____
Board Chair/Administrator

ATTEST:

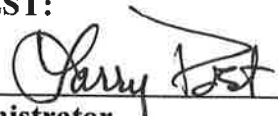
Town Clerk

COUNTY OF ANDROSCOGGIN

BY: 
Chair, County Commissioners

BY: 
Sheriff

ATTEST:


Administrator