

**TOWN OF ASHLAND
BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, JUNE 4TH, 2018 at 6:30 PM
ASHLAND ELEMENTARY SCHOOL**

Prior to the start of the Board of Selectmen's regular work session meeting, at 6:00 PM, in the Ashland Elementary School Library, the Selectmen will meet in non-public session pursuant to:

- RSA 91-A: 3, II (c). *Matters which, if discussed in public, would affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.*
- RSA 91-A:3, II (b) *The hiring of any person as a public employee.*

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT (Agenda items only)**
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting(s); 5/21
- V. CONSENT AGENDA – BOS SIGNATURES**
 - a. Account Payables and Payroll weeks of:
 - i. 5/21: AP: \$175,102 – Payroll: \$17,473.
 - ii. 5/14: Payroll: \$16,927
 - b. Notice of Intent to Cut Wood or Timber – Leavitt Hill Rd. Map/Lot 21-01-05
 - c. Veterans Tax Credit
 - d. CNP Assessing – town lot abated
 - e. School Administrative Unit (SAU) #2 – estimated assessment schedule
 - f. Trustee of Trust Funds memo – release CRF for police cruiser outfitting
- VI. DEPARTMENT HEAD(S)**
- VII. OLD BUSINESS**
 - a. Ashland 150th Committee
- VIII. NEW BUSINESS**
 - a. Office Systems of Vermont – Town Office copier
- IX. SELECTBOARD ITEMS**
 - a. Citizen inquiry
 - b. Ashland Economic Development Committee – joint meeting at the Ashland Fire Department on Tuesday, June 19th at 9AM
 - c. Town Office building – flooring update
- X. PUBLIC COMMENT (Agenda items only)**
- XI. NON-PUBLIC SESSION**
- XII. ADJOURNMENT**

Posted on 6/1/2018 at the Town Office building and town website

The Ashland Board of Selectmen reserve the right to enter nonpublic session when necessary according to the provisions of RSA 91-A. Any person with a disabling condition who wishes to attend this public meeting and needs to be provided reasonable accommodations to participate, please contact the Ashland Town Office at 603-968-4432 so accommodations can be made. It is asked that such requests be made with prior notice.

1 ASHLAND BOARD OF SELECTMEN MEETING MINUTES
2 WORK SESSION
3 MONDAY, APRIL 21, 2018
4 ASHLAND ELEMENTARY SCHOOL LIBRARY
5 NON-PUBLIC SESSION 6:00 PM
6 WORK SESSION 6:30 PM
7
8
9

10 **NON-PUBLIC SESSION**

11 Selectman Sharps made **Motion to go into Non-Public Pursuant to RSA 91-A:3, II (c) at 6:02 PM.**
12 Selectman DeWolfe seconded. **Roll Call Vote:** Newton, yes; DeWolfe, yes; Lamos, yes; Sharps, yes. **Board**
13 **of Selectmen left nonpublic at 6:09 PM.** Selectman DeWolfe made **Motion to go into Non-Public Pursuant**
14 **to RSA 91-A:3, II (a) at 6:10 PM.** Selectman Sharps seconded. **Roll Call Vote:** Newton, yes; DeWolfe, yes;
15 Lamos, yes; Sharps, yes. **Board of Selectmen left nonpublic at 6:17 PM.**
16
17

18 **PLEDGE OF ALLEGIANCE**
19
20

21 **CALL TO ORDER**

22 Chairman Newton called the meeting to order at 6:30 PM with a roll call. Chairman Frances Newton,
23 Selectmen Leigh Sharps, Kathleen DeWolfe, and Vice Chairman Harold Lamos, present. Selectman
24 Barney absent with advance notice. Others present: Town Administrator Charles Smith and
25 Administrative Assistant Wendy Smith.
26
27

28 **PUBLIC COMMENTS (Agenda items only)**

29 None
30
31

32 **APPROVAL OF MINUTES**

33 May 7, 2018-Pg. 2, line 39 strike "event" replace with "Civil War Ball"; pg. 3, lines 2 and 12 insert
34 "Historical Society" after "Ashland", pg. 3, line 12 insert "band" after "Soda"; pg. 5, line 16 replace
35 "and" with "in Concord recently and attended a solar forum", line 18 add "She will give monthly
36 updates to the public." after the end of the last sentence.
37

38 **MOTION:** By Selectman DeWolfe
39 *Approve 5/7/18 minutes as amended.*

40 **SECOND:** By Selectman Sharps

41 **VOTE:** 4-0 (All in favor)

42 **MOTION PASSED**
43

44 **CONSENT AGENDA**

45 Signed by Selectmen:

- 46 a. Payroll and Account Payables Manifests from 5/7/18.
47 b. Payroll manifest from 5/14/18.

- c. Tax Warrant
- d. Parks & Recreation seasonal employee Personnel Action Form

MOTION: By Selectman DeWolfe
Approve rehire of Barbara Sharrow as Parks and Recreation Summer Camp Supervisor
SECOND: By Selectman Sharps
VOTE: 4-0 (All in favor)
MOTION PASSED

- e. Health Trust employee group benefits – July renewal rates have decreased.

DEPARTMENT HEADS

Fire Department: Chief Heath requested approval of NH Department of Safety, Division of Homeland Security and Emergency Management Local Hazard Mitigation Plan Update grant terms and authorized the Town Administrator to sign all documents related to the grant.

MOTION: By Vice Chair Lamos
Change suggested sample meeting minute language from Town Manager to Town Administrator.
SECOND: Selectman Sharps
By **VOTE:** 4-0 (All in favor)
MOTION PASSED

MOTION: By Selectman Sharps
The Town of Ashland Board of Selectmen, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$6,000 for the Local Hazard Mitigation Plan Update. Furthermore, the Board acknowledges that the total cost of this project will be \$8,000, in which the Town will be responsible for a 25% match (\$2,000.00). Further, the Board authorizes the Town Administrator to sign all documents related to the grant.
SECOND: By Selectman DeWolfe
VOTE: 4-0 (All in favor)
MOTION PASSED

Chief Heath reported that the new fire truck will be delivered by the end of June. Ambulance One is currently being checked for possible repairs.

Police Department: Chief Randall informed the Board that the new cruiser has a problem with the check engine light and is currently getting checked out. He also requested the approval of \$9,408.75 for its outfitting.

MOTION: By Selectman Sharps
Approve the release of \$9,408.75 from the Police Department Capital Reserve for Replacement and Repair of Police Vehicles.
SECOND: By Vice Chair Lamos
VOTE: 4-0 (All in favor)
MOTION PASSED

1 **NEW BUSINESS**

2 **KV Partners – TAP Grant; sideway project (West St. to Gordon St.):** KV Partner Engineer Mike
3 Vignale presented a revised plan of sidewalk project. Changes to the plan included changes near West
4 Street and Gordon Street, the addition of Locust and Sugar Maple trees, and the removal of bump outs
5 near Gordon Street. Plans are being kept upstairs at the Town Hall for the public to view.
6

7 **Lakes Region Community Developers (formerly Laconia Area Community Land Trust):** Lakes
8 Region Community Developers (LRCD) Real Estate Development Director, Sal Steven-Hubbard
9 spoke on requesting sponsorship for the Community Development Block Grant (CDBG) for the
10 financing of the redevelopment of Harvey Heights (formerly Ledgewood Estates). The application is
11 due by the end of July and a public hearing would be the next step in the process.
12

13 **MOTION:** By Selectman Sharps
14 *Approve public meeting for sponsorship of Community Development Block Grant (CDGB)*
15 *for Harvey Heights to be held on June 18, 2018.*

16 **SECOND:** By Selectman DeWolfe

17 **VOTE:** 4-0 (All in favor)

18 **MOTION PASSED**
19

20 **Ashland Historical Society:** Katie Maher read announcement of NH Preservation Alliance award
21 the Ashland Historical Society received for the restoration of the Whitten House. She showed before
22 and after pictures of the house and thanked the volunteers and other organizations involved in the
23 restoration.
24

25 **OLD BUSINESS**

26 **Town Administrator Updates:** TA Smith summarized his Town Administrator Update which
27 included reports from the Library, Parks and Recreation Department, Fire Department, Police
28 Department, and the Town Clerk/Tax Collector:
29

- 30 • The Library has many events being held in May and June which are posted on the town website.
31 They will be closed on Memorial Day.
- 32 • The Parks and Recreation Department summer camp sign up will be on 6/8/18 from 4:30 PM –
33 6:00 PM at the Booster Club. Director Barney and Mark Liebert of AARA met with three
34 different companies to get estimates for the playground replacement.
- 35 • The Fire Department conducted a training at the abandoned LW Packard Mill property. The
36 Police Department held their Drug Take Back Day and received 24.6 pounds of unused drugs.
- 37 • The Department of Public Works built a new shed at the beach for the Parks and Recreation
38 Department and went to the state auction on 5/19/18 to bid on a new truck. Selectman DeWolfe
39 suggested holding off on seeding the ballfield since two big events are being held there this
40 summer.
- 41 • The Tax Collector reported that property tax liens go out the end of this week and tax bills will
42 be going out by the end of the month.
43
44
45
46

1 **Project List:**

2 NHDOT-Transportation Alternative Program (TAP) Grant: See KV Partners discussion above.

3 Thompson Street/High Street/Smith Hill Road Reconstruction; Water and Sewer Replacement:

4 Applications for NH Clean/Drinking Water State Revolving Fund (SRF) Loan Program are due
5 by June 15th, 2018. The Drinking Water & Groundwater Trust Fund (DWGTF) is a new program
6 this year and may provide further grant funding.

7 LW Packard Mill Site Brownfields project: A teleconference meeting will be taking place with
8 Nobis Engineering on 5/22/18 at 6:30 PM at the Fire Station.

9 NH Land & Community Heritage Investment Program (LCHIP): Retainer fee for the project was
10 submitted to consultant Christopher Williams Architects.

11 Town Parcel Audit-Geographic Information System (GIS) Mapping: Contract approved by Board and
12 submitted to CAI Technologies.

13 Town Personnel Policy: Suggested changes to be reviewed by staff and sent to legal counsel for
14 review before forwarding to the Board.

15 Town Office Building Maintenance: Libby Masonry completed the repairs on the “old jail building”.
16 Mango Security has started the installation of the security cameras. TA Smith has received a quote to
17 replace carpeting and flooring.

18 River Walk Maintenance: Cleanup for the Riverwalk is on the DPW project list.

19 Town Office Building Fire Alarm: Installation of the smoke/heat detectors to coincide with the
20 installation of the security cameras. Mango Security has started the installation and expects both
21 projects will be completed by the end of May.

22 Speed Bump on Leavitt Hill Road: Discussion ensued on types of speed bumps that can be installed,
23 enforcing of the speed limit and how to deter vandalism of the speed bumps.

24
25 **Lakes Region Planning Commission (LRPC) oil/propane RFP:** LRPC is offering a program
26 to municipalities for purchasing oil and propane jointly at a group rate. Discussion followed on
27 the program and was determined that donated vegetable oil will not have any affect on program
28 requirements.

29
30 **MOTION:** By Selectman Sharps

31 *The Town of Ashland authorizes the LRPC to issue a Request for Proposals (RFP) on our behalf to*
32 *take part in a regional propane and/or oil joint purchasing initiative. We understand this means*
33 *jointly issuing an RFP to purchase oil and/or propane at a group rate. We agree not to shop around*
34 *during the joint bidding process so that our group will have a stable purchasing volume for bidders*
35 *to base their bid price on. We further understand that we are under no obligation to accept the joint*
36 *bid price if it is not competitive for our town to do so.*

37 **SECOND:** By Vice Chair Lamos

38 **VOTE:** 4-0 (All in favor)

39 **MOTION PASSED**

40
41 **NH DES State Revolving Fund (SRF) – Thompson Street Project:** TA Smith requested approval
42 to reapply for NHDES Drinking Water SRF to fund the Thompson Street road/water/sewer project.
43 The process would include applying for funding through the Drinking Water & Groundwater Trust

1 Fund (DWGTF) which is a new program. The application is due by 6/15/18. If approved, it would
2 then go to Town vote.

3
4 **MOTION:** By Selectman DeWolfe

5 *To authorize the Town Administrator on behalf of the Board of Selectmen to submit a pre-application*
6 *form with the NHDES Drinking Water State Revolving Fund (DWSRF) and Drinking Water and*
7 *Groundwater Trust Fund (DWGTF) for funding the Thompson Street road/water/sewer*
8 *reconstruction project.*

9 **SECOND:** By Selectman Sharps

10 **VOTE:** 4-0 (All in favor)

11 **MOTION PASSED**

12
13 **NH DRA – Town of Ashland Permanent File Report:** The NH Department of Revenue
14 Administration (NH DRA) compiles a historical report of adopted town statutes and is available on
15 their website. It was noted that the list is incomplete and needs to be updated. Sue MacLeod
16 presented a copy of a statute from 1980 on Solar Credits which was not on the list. It was suggested
17 that the Permanent File Report be posted on the Town website after it has been updated.

18
19 **Board of Selectmen-Oversight with public bodies:** Selectman DeWolfe attended NH Municipal
20 Associations “Knowing the Territory” seminar which discussed the 91A “Right to Know” statute.
21 She stressed the importance of complying with the statute. It was determined that a letter needs to be
22 sent to the Scribner Trustees regarding this matter. She suggested the Board release the 150th
23 Celebration Committee from under the Board of Selectmen’s purview and has written a draft
24 proposal. Kathleen Maher suggested writing a letter to the Historical Society if this is to take place.
25 Chair Newton will put this on the agenda for the next meeting.

26
27 **SELECTBOARD ITEMS**

28 **Land Use Assistant proposal:** Mardean Badger, Planning Board Vice-Chair, presented a proposal for
29 the hire of a land use assistant to work with applicants on applications to ensure timely and accurate
30 processing. Sue MacLeod, Planning Board Chair, brought up that land use application fees generate
31 revenue towards land use expenses as well. The cost of the position would be \$3,392.00 for seven
32 months (June to December 2018), at a rate of \$25.00/hour for 18 hours/month. Funding is as follows:
33 \$225.00 from Land Use Part-Time Assistant line 01-4191-10-110, \$1,583.00 from Land Use General
34 Expenses line 01-4191-10-610, and \$1,584.00 from Land Use Legal line 01-4191-10-330.

35
36 **MOTION:** By Selectman DeWolfe

37 *To approve the position of Land Use Assistant as described.*

38 **SECOND:** By Selectman Sharps

39 **VOTE:** 3-0-1 (Newman, Sharps, DeWolfe=yes; Lamos=no)

40 **MOTION PASSED**

41
42 **Citizen Inquiries:** A Citizen Inquiry was received regarding the inaccessibility of books being kept
43 upstairs. Discussion followed and it was clarified by Mardean Badger, Library Trustee that when books
44 are needed in the locked room, the libraries need to contact the Scribner Trustees for access. She went
45 on to say that the room is kept locked because of Life Safety Inspection results and the lack of a sprinkler

1 system in that area. TA Smith will follow up the town library patron and a joint meeting will be set up
2 with the Board of Selectmen, the Library Trustees, and the Scribner Trustees to further discuss this
3 issue.

4
5 A Citizen Inquiry was received from former Selectman Tejasinha Sivalingam which involved the
6 conduct of Selectboard members Fran Newton, Leigh Sharps, and Kathleen DeWolfe. These members
7 recused themselves, leaving only Vice Chair Lamos. The lack of a quorum resulted in no action being
8 taken.

9
10 **LIAISON REPORTS**

- 11 • Chair Newton announced that the Community Garden is open and plots are available for
12 \$10.00/plot. The sign-up sheet is at the Town Hall. TA Smith is looking into the status of
13 the HEAL budget.
- 14 • Selectman Sharps attended the Planning Board meeting at which the board considered a
15 number of applications.
- 16 • Selectman DeWolfe attended the Pemi River Local Advisory Committee (PRLAC)
17 meeting which focused on water testing. She also attended the Water and Sewer
18 Commission and the Library Trustees meetings. Selectman DeWolfe asked about sealed
19 Board of Selectmen minutes and was confirmed that sealed minutes have been reviewed
20 in a timely manner.
- 21 • Vice Chair Lamos reported that the Conservation Commission met in April but no longer
22 has enough members for a quorum. He also attended the 4th of July Committee meeting
23 and plans are going well. The Budget Committee has been reorganized. Jeanette Stewart
24 is now the Chair, David Ruell as Vice Chair and Sherrie Downing as Corresponding
25 Secretary.

26
27 **PUBLIC COMMENT (Agenda items only)**

28 Mardean Badger stressed the need of active members for the Planning and Zoning Boards as well as
29 the Conservation Commission. A discussion followed on what these boards do and their importance
30 for the Town. The Planning Board meets twice a month and the Zoning Board typically meets once a
31 month. Katie Maher asked how much time is involved to be an active member. She was informed that
32 it depends on the number of cases and the experience of the member but the average would be ten hours
33 a month for the Planning Board and less for the Zoning Board.

34
35 There being no other business, Vice Chair Lamos made **Motion to adjourn at 8:37 PM**. Selectman
36 Sharps seconded. **Roll Call Vote:** Newton, yes, Lamos, yes; Sharps, yes; DeWolfe, yes.

37
38
39 Respectfully submitted,

40
41
42 Wendy Smith
43 May 25, 2018

150th committee

When the 150th Committee was organized in 2013 no rules of procedure or protocol were devised or a BOS Liaison was chosen. Early donations were put into the Ashland Historical Society checking account for lack of a secure outlet at the time. The BOS has no purview over these monies. Going forward, for flexibility and expediency in managing the quickly approaching celebration, the 150th Committee be released from the purview as an appointed BOS committee.

The 150th Committee will no longer be encumbered by RSA 91-A statutes of posting meetings, minute taking, decisions and contracts being signed by the BOS during a public meeting of which there are only four left. The 150th Committee will be responsible for all contractual obligations using the funds now in the Ashland Historical Society 150th account. This will enable the committee treasurer to manage the flow of payments as needed.

The BOS will still be the fiduciary agents of releasing the warrant article appropriation of budget line 0-1-4925-30-310. These monies will remain in the Town Of Ashland account and will be released by formal written request through the signing of the manifest.

The Town Administrator can provide documentation for protection of liability on town property the 150th Committee may need for their records All volunteer waivers still should be in use for protection of these people as well as parade rules and ball field logistics, detail of fire and police that are already in place.

This new status should allow more self directed management, "breathing room", and flexibility. Jane Lyford Sawyer has done an excellent job in coordinating this daunting festivity. The BOS is here to help make this job of so many moving parts as stress free as possible.



Town of Ashland Board of Selectmen Agenda Report

Date: June 1, 2018

To: Board of Selectmen

From: Town Administrator

Subject: New Town Office copier

Recommended motion: *To approve the proposal from Office Systems of Vermont for the purchase of a new copier and to allow the Town Administrator to sign the agreement on behalf of the Town.*

Background: in 2015 the Town entered into a new lease agreement with LEAF and Office Systems of Vermont (OSV) for the Town Office copier. Terms of the lease agreement were five years and monthly payments of \$293.86. Separate from the lease agreement, but correlated, was a service agreement with OSV for five years and quarterly payments of \$175. As part of the service agreement OSV provides parts for the copier, copies in black up to 25K/quarterly, and ink toner - not included are color copies, paper, and staples.

Issue:

- Technology and functionality has in-part caught up with our current copier. Staff have issues with the copiers' inability to create 'watermark' copies and the scanner function can't scan a high volume of color copies.
- Based on our usage we are overpaying for the service agreement. Our agreement is set for 25K/quarter copies but we average 19K to 21K.
- We might have fiscal issues at the end of the lease agreement, which we'd have to budget to buy the copier at market value, or upgrade to a new copier, or continue month-to-month.

Fiscal Impact: Terms of the new agreement with OSV are lease payments of \$247.18/month and service agreement \$157.50/quarter. Town will save \$630.12/annually after switching to this new agreement.



Proposal for Town of Ashland



"Dependable People...Dependable Service...Dependable Products"

OSVNH

10 Ferry St.
Concord, NH 03301
207-212-6395

Prepared by Shelly Quinn
Date 5/10/2018

squinn@osvcopiers.com



Kyocera CS3552ci with FAX
*35 ppm B/W and Color MFP
*Dual Scan Doc Feeder
*Large capacity drawer
*Inner finisher
Able to Watermark from MFP

Description				
Finance (FMV)			60 mo. Lease	Purchase
			\$247.18	
Kyocera CS3552ci with FAX				
Dual Scan Document Feeder	Included	Included	Included	Included
Large Capacity drawer and bypass tray	Included	Included	Included	Included
Inner finisher	Included	Included	Included	Included
Installation/Training/Networking	Included	Included	Included	Included
FAIR MARKET VALUE LEASE				
Total Cost: Equipment and Service combined			\$ 299.68	
Service Contract Details				
# of B/W copies and prints included is 7000			Total Monthly Cost	\$52.50
# of Color copies and prints included is NO MIN			Total Monthly Cost	\$0.00
Service Contract Details: includes Travel, Labor, All Service and Supplies. Rates: *B/W @ .0075 per page *Color @.055 per page <u>To be billed quarterly (\$157.50 with allowance of 21,000)</u>				
Quotes based on approval from leasing company under specific terms & conditions. Local taxes not included				
Fair Market Value Lease. Lease payment quoted does not include \$95 Documentation Fee				

Quotation Accepted sign: _____ date: _____

TASKalfa

› PRINT › COPY › SCAN › FAX

TASKalfa 3552ci

COLOR MULTIFUNCTIONAL
SYSTEM

POWERFUL COLOR PERFORMANCE... CONNECTING INFORMATION AND WORKFLOW.



Vibrant Color and Black and White imaging, advanced technology integration and outstanding ergonomics set the TASKalfa 3552ci apart. Ready to tackle the most demanding print, scan, and copy jobs, this expertly-engineered MFP boasts impressive throughput speeds, flexible document handling and scalable configurations. Built on an award-winning platform, the powerful TASKalfa 3552ci enables workgroups to maximize efficiency, minimize costly outsourcing, and improve company-wide productivity and profitability.

- › Vivid Color and Black and White Imaging up to 35 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
- › Optional EFI® Fiery Controller for Complex Color Workflows
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 180 ipm
- › Convenient Wireless Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™ and KYOCERA Mobile Print Compatible for a Mobile Printing Solution

 **KYOCERA**
Document Solutions

TASKalfa 3552ci

BASIC SPECIFICATIONS

Configuration: Color Multifunctional System – Print/Scan/Copy/Optional Fax
Pages Per Minute: Color and Black – Letter: 35 ppm, Legal: 21 ppm, Ledger: 17 ppm, 12" x 18": 17 ppm (print only)
Warm Up Time: 17 Seconds or Less (Power On)
First Page Out: Copy: 4.5 Seconds or Less Black, 5.9 Seconds or Less Color Print: 5.1 Seconds or Less Black, 6.5 Seconds or Less Color
Display: 9" Color Touch Screen Control Panel
Resolution: 600 x 600 dpi; 9600 dpi x 600 dpi; 1200 x 1200 dpi
Memory / Hard Disk Drive: 4GB RAM / 8GB SSD / 320GB HDD Standard
Duplex: Standard Stackless Duplex Supports Statement to 12" x 18", 14 lb Bond – 166 lb Index (52 – 300gsm)
Standard Output Tray: Statement – 12" x 18" / 500 sheets; up to 12" x 48" Banner (Single Sheet)
Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A
Typical Electricity Consumption (TEC): 120V: 1.8 kWh/week; 220V: 1.8 kWh/week
Dimensions: 23.70" W x 26.18" D x 31.10" H
Weight: 202.83 lbs
Maximum Monthly Duty Cycle: 175,000 Pages per Month

PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT, Auto Selection / Switching
Optional Paper Sources: Dual 500 Sheet Trays (PF-7100), Dual 1,500-sheet Trays (PF-7110); Side LCT: 3,000 Sheet Capacity Tray (PF-7120)¹
Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets
Paper Size: Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 – 5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" – 12" x 18"; PF-7110, PF-7120: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); Up to 12" x 48" Banner (Single Sheet)
Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)
Input Materials: Standard/Optional Drawer: Plain Paper, Bond Paper, Recycled Paper, Envelopes; MPT: Plain Paper, Bond Paper, Recycled Paper, Cardstock, Transparencies, Labels, Envelopes

SECURITY SPECIFICATIONS

Standard: Local Authentication, Network Authentication (IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over SSL); Scan to Email (POP3/SMTP over SSL); Scan to FTP (FTP over SSL); Scan to SMB/PC/USB; FTP over SSL
Optional: Data Security Kit (E): HDD Overwrite Mode, HDD Data Encryption

PRINT SPECIFICATION

Standard Controller: Freescale QorIQ T1024 (Dual Core) / 1.2GHz
PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
Print Resolution: Up to 1200 x 1200 dpi
Fonts: 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap
OS Compatibility: Windows: XP/Vista/7/8/8.1/10/Server 2003/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2; Novell NetWare 3.x/4.x/5.x/6.x; Mac OS 10.x; AirPrint Enabled; Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)
Mobile Printing: Apple AirPrint®, Google Cloud Print™, KYOCERA Mobile Print
Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots

Optional: 10/100/1000BaseTX (IB-50 for Dual NIC), IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
Network Print and Supported Protocols: TCP/IP, NetBEUI, IPv4, IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LLTD, SNMP, DHCP, SMTP, POP3, DNS, SNMPv1/v2, WSD Scan/Print
Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC, PPD for Linux
Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, PDF Direct Print, Command Center RX

SCAN SPECIFICATIONS

Scan Type: Color and Black & White Scanner
Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dpi
File Formats: TIFF (MMR compression), PDF (MMR compression), PDF (high compression), OpenXPS, XPS, JPEG
PDF Extension: Searchable PDF (OCR) Option
Scan Speeds (mono/color, @300 dpi):
DP-7100: Simplex: 80 ipm B&W / 80 ipm Color; Duplex: 48 ipm B&W / 48 ipm Color
DP-7110: Simplex: 100 ipm BW / 100 ipm Color; Duplex: 180 ipm B&W / 180 ipm Color
Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP, Hi-Speed USB 2.0
Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan
Original Size: Through DP: Statement to Ledger (5.5" x 8.5" – 11" x 17"); Glass: Up to 11" x 17"
Drivers: TWAIN/WIA Driver

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi
Image Mode: Text, Photo, Text/Photo, Graphic/Map
Continuous Copy: 1 – 999 / Auto Reset to 1
Additional Features: Auto Magnification, Auto Paper Select, Auto Start, Auto Drawer Change, Interrupt Copy, Positive / Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank Page Skip
Job Management: 1,000 Department Codes, Job Programs, Job Build, Shortcut Keys, Repeat Copy
Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness
Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement Preset Ratios, 25 – 400% in 1% Step Increments
Document Box: Custom Box, Job Box, Removable Memory Box, Fax Box (with optional Fax System)

OPTIONAL DOCUMENT PROCESSORS²

Type / Capacity:
DP-7100: Reversing Automatic Document Processor / 140 Sheets
DP-7110: Dual Scan Document Processor / 270 Sheets
Acceptable Originals: 5.5" x 8.5" – 11" x 17"
Acceptable Weights:
DP-7100: Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm); Duplex: 16 lb – 32 lb Bond (50 – 120gsm)
DP-7110: Simplex: 13 lb Bond – 120 lb Index (35 – 220gsm); Duplex: 16 lb – 120 lb Index (50 – 220gsm)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12
Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG
Transmission Speed / Modem Speed: Less than 3 seconds / 33.6 Kbps
Fax Memory: Standard 170 MB
Driver: Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast

OUTPUT & FINISHING OPTIONS

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100³
Stack / Staple Capacity: 500 Sheets / 50 Sheets (up to 24 lb Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple, Face 2 Staples
Optional Punch: PH-7100 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)
Dimensions: 19.60" W x 20.98" D x 6.73" H
OPTIONAL 1,000 SHEET FINISHER DF-7120⁴
Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 Sheets (up to 24 lb Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)
Dimensions: 21.57" W x 24.35" D x 4.134" H

OPTIONAL 4,000 SHEET FINISHER DF-7100⁴
Stack / Staple Capacity: Main Tray (A): 4,000 Sheets; Sub Tray (B): 200 Sheets / 65 Sheets (up to 24 lb Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)
Dimensions: 23.91" W x 26.32" D x 41.78" H
Optional Booklet Folder / Tri-fold Unit⁵: BF-730 Booklet Folder supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet staple: 16 lb – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Fold booklet no staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm) 1 sheet; Tri-fold supports 8.5" x 11" only: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm) 3 sheets; 16 lb – 28 lb Bond (60 – 105gsm) 1 sheet
Optional Multi-Bin Mailbox⁶: MT-730(B) includes 7 Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm); Stack Capacity per bin: 100 Sheets; 5.5" x 8.5", 8.5" x 11"; 50 Sheets; 8.5" x 14", 11" x 17"

ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7100), Banner Guide 10, Internet Fax Kit (A), Card Authentication Kit (B), Gigabit NIC (IB-50), Wireless LAN IEEE802.11b/g/n (IB-51), ThinPrint (UG-33), Emulation (UG-34), Document Tray (DT-7100), Scan Extension Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, Data Security Kit (E), EFI Fiery Printing System, Numeric Keypad (NK-7110), Job Separator (JS-7100)

¹ Requires PF-7100 or PF-7110

² Only 1 Document Processor can be installed

³ Only 1 Output Option can be installed

⁴ Requires Bridge Unit Attachment Kit (AK-7100)

⁵ Requires DF-7110

ONLY FROM KYOCERA

KYOCERA Document Solutions is a global leader in the digital imaging industry, with an award-winning line of document solutions that consistently set the standard for high performance, superior image quality, enhanced workflow applications, ease-of-use and durability.

Looking to streamline your document workflow? KYOCERA offers a robust portfolio of Business Applications that seamlessly and securely integrate with our MFPs. To learn more about which Business Applications are right for your business, visit the Solutions section on our website.

Specifications and design are subject to change without notice. For the latest on connectivity visit www.kyoceradocumentsolutions.com/us
 MAC and AirPrint are trademarks of Apple, Inc.
 Google Cloud Print is a trademark of Google, Inc.
 TASKalfa, PRESCRIBE, KX Driver, and Command Center RX are the trademarks of The Kyocera Companies.
 All other trademarks are the property of their respective owners.

KYOCERA Document Solutions America, Inc.
 Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA
 ©2016 KYOCERA Document Solutions America, Inc.
 IC# 855D400450





LEASE AGREEMENT

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

LESSEE LEGAL NAME: Town of Ashland
Tax ID#:
Telephone No: 6039684432
Billing Address: 20 Highland St, Ashland, NH 03217
Equipment Location (if other than Billing Address): 20 Highland St, Ashland, NH 03217

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)
Table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number

Table with columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$293.86), 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.

TERMS AND CONDITIONS

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 five (5) 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. You authorize us to file UCC financing statements to confirm our interest.
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. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.
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. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: Town of Ashland
Print Name: PAUL C BRANSCOME
Title: TOWN ADMINISTRATOR
E-Mail Address: TOWN@MINC.ASHLAND.NH.GOV
Date: 3-6-15
Lessee Authorized Signature

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:



State and Local Government Addendum

Reference: Application No. 302143

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 Ashland ("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.

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. 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, then you will give us written notice and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available. 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.

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.**

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.

CUSTOMER: Town of Ashland	LEAF CAPITAL FUNDING, LLC
By: <u><i>Paul C Branscomb</i></u>	By: _____
Print Name: <u>PAUL C BRANSCOMB</u>	Print Name: _____
Title: <u>TOWN ADMINISTRATOR</u>	Title: _____
Date: <u>3.6.15</u>	Date: _____

Town of Ashland
 20 Highland Street
 Ashland, NH 03255

OFFICE SYSTEMS OF VERMONT



"Service You Can Depend On"

Contact: Paul Branscombe
 Phone: 603-968-4432
 Email: townadmin@ashland.nh.gov

SERVICE AGREEMENT

OSU TAG # 03528

MAKE/MODEL	LOCATION	QTY	SERIAL #	START METER	QUARTERLY ALLOWANCE	OVERAGE RATE	QUARTERLY CONTRACT RATE
Toshiba es3555c	Ashland	1	C 7HD10067	B:31	B: 25,000 copies included	B: .007 ea	\$175.00/qrtr
				C: 7	C: 0 included	C: .05 ea	N/A
					All color copies billed at .05 ea		

EFFECTIVE FROM: 3/6/15 TO: 3/6/20 TOTAL COST \$175.00/qrtr

SPECIAL INSTRUCTIONS:

- SERVICE RATES FIXED FOR 60 MONTHS
- ALL COLOR COPIES BILLED AT .05 PER COPY (no monthly minimum required)

INCLUDES: All Parts, Travel, Labor, & Toner
EXCLUDES: Paper & Staples

OFFICE SYSTEMS OF VERMONT, INC.: _____ CUSTOMER _____
 X: *Jay Hays* X: *Paul C Branscombe*
 Date: *3/6/15* Date: *3 6 15*

SERVICE CONTRACT MAINTENANCE AGREEMENT

1) SERVICE PROVIDED BY OFFICE SYSTEMS OF VERMONT, INC.

- Office Systems of Vermont, Inc. will provide reasonable preventive maintenance service, including oiling, greasing, adjusting, and inspecting of the equipment as appropriate. Office Systems of Vermont, Inc. will also provide emergency service for product malfunction under ordinary use during the hours of 8:00 A.M. - 4:30 P.M. Monday through Friday.
- Office Systems of Vermont, Inc. will replace or repair the Customer's parts rendered unserviceable in ordinary use. Replacement parts shall be new or equivalent to new, and replaced parts shall become the property of Office Systems of Vermont, Inc.

2) SERVICES EXCLUDED FROM COVERAGE

- A. Services made necessary, in the opinion of Office Systems of Vermont, Inc., by the unauthorized repair or alterations of the equipment by anyone other than an authorized representative of Office Systems of Vermont, Inc.
- B. Services made necessary, in the opinion of Office Systems of Vermont, Inc. by the misuse of the equipment, failure by the customer to follow wiring agreement guidelines if any, or routine operator procedures as specified by the operating manuals for the equipment, use of the equipment for a purpose other than the ordinary purpose for which the equipment was designed or environmental conditions, such as (without being limited to) power surges, accident, fire, water, storm, or burglary.
- C. Services provided at a time other than 8:00 A.M. - 4:30 P.M. Monday through Friday.
- D. Complete overhaul of the equipment. (When in the opinion of Office Systems of Vermont, Inc., a complete overhaul is recommended, an itemized estimate covering parts and labor will be presented for approval before the work begins.)

3) PRICES AND TAXES

The prices stated on the face of this Agreement are exclusive of all federal, state, and local excise, sales, use, and similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future tax of any nature applicable to the services to be provided hereunder or the sale of any products hereunder shall be paid as a separate charge by the Customer.

4) PAYMENT

- The annual contract price is due upon execution of this Agreement by the Customer.
- In the event any sum of money owed by the Customer to Office Systems of Vermont, Inc., 1.5% interest will accrue monthly on accounts past payment terms, and a \$35 fee for checks returned for any reason.
- In the event of default by Customer, Customer shall pay all of Office Systems of Vermont, Inc. reasonable costs for enforcement and for collection, including reasonable attorneys' fees.

5) TERM AND TERMINATION

- This Maintenance Agreement is effective from the date specified herein and shall continue for an initial period of one (1) year or stated number of copies. Thereafter, this Agreement shall automatically be renewed for successive one (1) year period(s) subject to Office Systems of Vermont's then current prices, terms, and conditions until terminated by either party upon thirty (30) days prior written notice.
- Office Systems of Vermont shall have the right to terminate this Agreement in the event the occurrence of any one of the following is not remedied with thirty (30) days of receipt of written notice thereof. (a) Client neglects or fails to perform or observe any of its existing or future obligations hereunder, including without limiting the generality hereof, the timely payment of any sums due Office Systems of Vermont, (b) if any assignment is made of Client's business for the benefit or creditors, or if a petition in bankruptcy is filed by or against Client or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property or if Client is adjudicated a bankrupt.
- In the event any of the equipment is subsequently removed to another location, then Office Systems of Vermont, Inc. shall have no obligation to perform any services with respect to such removed equipment unless Office Systems of Vermont, Inc. and Customer execute a written amendment to this Agreement providing for servicing of such equipment.
- This Agreement may not be canceled or modified by Customer without the written consent of Office Systems of Vermont, Inc., not to be unreasonably withheld.

6) LIMITATION OF LIABILITY

Office Systems of Vermont, Inc. shall not be liable for special, incidental, or consequential damages in connection with the repair or servicing of any equipment, including but not limited to, loss of profits or revenue, loss of use of equipment, cost of substitute equipment of other down time costs. In addition, Office Systems of Vermont, Inc. shall have no liability with respect to property damages or injury (including death) to persons arising out of or connected with service performed under this agreement.

7) EXCUSED PERFORMANCE

Office Systems of Vermont, Inc. shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from Acts of God, civil or military catastrophes, transportation delays, inability to obtain material or parts from suppliers, or other force majeure beyond its reasonable control.

8) DISCLAIMER OF WARRANTY

No warranty, express or implied, including any warranty as to merchantability or fitness for a particular purpose is made unless the same is specifically set forth on the face of this agreement, but in such case such warranty or guaranty is expressly limited to its stated terms.

9) CONTROLLING PROVISIONS

These terms and conditions shall supersede any provisions, terms, and conditions contained on any writing which the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Office Systems of Vermont, Inc. makes no representations or warranties concerning the contract except such as expressly contained herein, and this contract may not be changed or modified orally.

10) GENERAL

This contract shall be governed by the laws of the State of Vermont. This constitutes the entire Agreement between Office Systems of Vermont, Inc. and Customer with respect to the maintenance of the equipment, and no representation or statement not contained in this contract shall be binding upon Office Systems of Vermont, Inc. as a warranty or otherwise. No addition to or modification of any of the foregoing terms and conditions shall be binding upon Office Systems of Vermont, Inc. unless made in writing and signed by a duly authorized agent of Office Systems of Vermont, Inc. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any other writing submitted by the Customer regarding the equipment.




**TOWN OF ASHLAND
CITIZEN INQUIRY FORM**

PO BOX 517 - ASHLAND, NH 03217

Name	Tejasinha Sivalingam
Street Address	9 Pine Arden Drive #66 Ashland NH 03217
Mailing Address	PO BOX 1047 Ashland NH 03217
Telephone/Email	(603) 960-4127

Property Owner	
Property Address	
Tax Map #	

Nature of alleged complaint/violation:
 The "POLICY ON BOARDS, COMMITTEES AND COMMISSIONS"(4/302018) states "Candidates will be interviewed by the Board of Selectmen the first time he/she applies for that Committee."(p.1) On November 6th, 2017 the then first time ZBA candidate, Kathleen DeWolfe, was interviewed by me, as a member of the Board of Selectmen. Selectmen Newton and Sharps treated me with derision in response, and even DeWolfe indicated she was offended. Then knowing that I would be absent on November 20th, 2017, Sharps and Newton continued their tirade of derision. In light of this new policy Newton and Sharp's response of derision must have been an act of prejudice, because it was apparently not a policy disagreement about whether or not interviewing is acceptable. And, the November 20th spectacle, planned with knowledge of my absence, was a premeditated act of derision. I request that the Board of Selectmen vote to formally censure Newton and Sharps for the derision they demonstrated toward me. Further, I request a public apology on television from both Newton and Sharps in which they acknowledge the derision with which they treated me, and also acknowledge that it interfered with my ability to direct my full attention towards matters of policy. Thank you. Kindly,
 Please print and attach additional sheet if necessary



 Applicant Signature

Saturday May 12, 2018

 Date

Remainder of form to be completed by Town Officials

Referred to for Response/Action - Date		
<input type="checkbox"/> Assessing	<input type="checkbox"/> Public Works	<input type="checkbox"/> Water/Sewer
<input type="checkbox"/> Board of Selectmen	<input type="checkbox"/> Land Use	<input type="checkbox"/> Electric
<input type="checkbox"/> Finance	<input type="checkbox"/> Library	<input type="checkbox"/> Welfare
<input type="checkbox"/> Fire Department	<input type="checkbox"/> Police Dept	<input type="checkbox"/> Other
<input type="checkbox"/> Health Officer	<input type="checkbox"/> Town Administrator	