

PITTSFIELD TOWN COUNCIL
Town Council Meeting
April 2, 2024 • 6:30 p.m.
Council Chambers

This meeting can be viewed online by going to
<https://www.youtube.com/@TownofPittsfieldMaine/streams>

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Moment of Silence**
- 4. Adoption of Minutes**
 - a. Town Council Meeting – March 19, 2024
- 5. Presentations, Congratulations & Introductions**
- 6. Public Hearings**
- 7. Reports**
 - a. Town Manager's Report
- 8. Old Business**
- 9. New Business**
 - a. **Resolution 24-39** – Resolution Approving the I.T. Managed Services Agreement with Technology Solutions of Maine
 - b. **Resolution 24-40** – Resolution Confirming the Town Manager's Appointment of Stanley B. Short, Jr. as Cemetery Sexton/Superintendent for a One Year Term Expiring April 1, 2025
 - c. **Resolution 24-41** – Resolution to authorize the Town Manager and Grant Administrator to file an application to the U.S. Department of Justice for the Bulletproof Vest Partnership Program for reimbursement of up to 50% of the cost of vest/s purchase yearly.
 - d. **Resolution 24-42** – Resolution to authorize the Town Manager and Grant Administrator to file an application to Walmart for a Spark Good Local Grant to not exceed \$5,000 to assist with the cost of up to three community events and activities scheduled in 2024.

- e. **Resolution 24-43** – Resolution to authorize the Town Manager and Grant Administrator to file an application to the U.S. Department of Transportation for a Safe Streets For All Safety Plan and Supplemental Planning to not exceed \$150,000 with a 20% local match.

10. Discussion Items

- a. Public Comment
- b. Councilor Comments

11. Adjournment

PITTSFIELD TOWN COUNCIL REGULAR MEETING MINUTES
for March 19, 2024 at 7:00 P.M.
in the Council Chambers at 112 Somerset Avenue, Pittsfield, ME

Present: Mayor Cianchette, Deputy Mayor Jason Hall, Councilor Natalia Hall, Councilor Margolskee, Councilor Donahue and Councilor Jester. Town Manager, Jacob Gran

Absent: Councilor Saucier

Also present: Elizabeth Caruso, Police Chief Morris, Russell Craft, Amy Kitchen, Jan Laux, Donnie Chute, Gerry Sawtelle, David Whitman, Tina Farias, Hillary Bubar, Angel Aguirre, Kathryn Ruth, Mike Havey, Nicholas Rowe others

1. **Call to Order:** Mayor Cianchette called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Moment of Silence**
4. **Adoption of Minutes**

- a. Regular Meeting March 6, 2024

Motion by Deputy Mayor Jason Hall and seconded by Councilor Donahue to approve the minutes as written for the meeting of March 6, 2024.

UNANIMOUS AYE/MOTION PASSES

5. Presentations, Congratulations & Introductions:

- a. Somerset County Broadband Coalition – Elizabeth Caruso, Broadband Director: Ms. Caruso gave a brief presentation on the Broadband Plan and the options available to help users navigate and access the digital world. This program focuses on rural areas, low income, seniors and veterans. Numerous options are available including affordable devices and digital classes. The ACP program noted in the brochure has been discontinued.
- b. Seabasticook Valley Elks Lodge - Diaper Drive Donation: Mike Havey from the Seabasticook Valley Elks Lodge has the opportunity to apply for grants yearly. Last year a grant was received that provided winter wear to the Library that could be given to those in need. This year a grant was received for \$2,000 that can be used to purchase diapers, wipes and onesies. Mike Havey presented the check to Chief Morris from the Pittsfield Police Department on behalf of the Seabasticook Valley Elks. Chief Morris plans to keep the funding local, purchasing the diapers from Danforth's here in Town and providing the items to our residents.

6. Public Hearings: None

7. Reports:

- a. Town Manager's Report: See attachment
- b. Department Head Reports: As written
- c. February 2024 Expense & Revenue Reports: As written

8. Old Business: None

9. New Business

- a. Resolution 24-34 – Resolution Approving the Solid Waste Disposal Agreement with Waste Management Disposal Services of Maine, Inc. for the Period of November 1, 2024 to October 31, 2029

Motion by Deputy Mayor Jason Hall and seconded by Councilor Jester to adopt Resolution 24-34.

Donnie Chute noted they are an excellent company. We have never had any issues and they provide huge resources.

UNANIMOUS AYE/MOTION PASSES

- b. Resolution 24-35 – Resolution Approving the Request for Proposals for Legal Services

Motion by Deputy Mayor Jason Hall and seconded by Councilor Jester to adopt Resolution 24-35.

UNANIMOUS AYE/MOTION PASSES

- c. Resolution 24-36 – Resolution Authorizing the Expenditure of \$3,836.00 for the Purpose of Equipping the Police Department Truck to be Paid out of the Police Cruiser Reserve

Motion by Deputy Mayor Jason Hall and seconded by Councilor Donahue to adopt Resolution 24-36.

Chief Morris noted they are hoping to reuse some of the equipment. Public Works broke down the old cruiser which saved us a lot.

UNANIMOUS AYE/MOTION PASSES

- d. Resolution 24-37 – Resolution Authorizing the Town Manager and Grant Administrator to File an Application to the State of Maine Housing Opportunity

Program Municipal Grants in the Amount of \$42,000 for Housing Projects and Ordinance Amendments

Motion by Deputy Mayor Jason Hall and seconded by Councilor Jester to adopt Resolution 24-37.

Kathryn Ruth noted this grant will cover a housing study, the housing section in the Comprehensive Plan to be rewritten and the Subdivision Ordinance to be reviewed and amendments. Councilor Donahue questioned if there is a grant match. Kathryn noted there is not. Councilor Donahue questioned if KVCOG would be able to work on this again. Kathryn Ruth noted it may need to be bid out but KVCOG will most likely be the only bidder. Councilor Donahue questioned if there is a deadline to complete the project. Kathryn Ruth noted the deadline is 1 year from the paperwork being signed. Councilor Natalia Hall questioned if this has been applied for then why is it on the agenda. Kathryn Ruth noted for after the fact approval and so the Council was aware of the grant. Councilor Natalia Hall questioned what the Comprehensive Plan is. Kathryn Ruth noted it is basically a book documenting what we want for the future of Pittsfield.

UNANIMOUS AYE/MOTION PASSES

- e. Resolution 24-38 – Resolution Authorizing the Town Manager and Grant Administrator to File an Application to T-Mobile for a Hometown Grant Quarter 1 2024 in an Amount to not Exceed \$50,000 for a Community Digital Sign

Motion by Deputy Mayor Jason Hall and seconded by Councilor Jester to adopt Resolution 24-38.

Deputy Mayor Jason Hall question if this was just to approve the RFP and not deciding the location. The Town Manager confirmed this is just the RFP approval. Kathryn Ruth noted the Town Manager, Police Chief, CEO, Councilor Margolskee and herself will work together on the best location. Councilor Natalia Hall questioned if this is a mobile unit. The Town Manager noted it is not.

UNANIMOUS AYE/MOTION PASSES

10. Discussion Items

- a. Public Comment:

Kathryn Ruth: I wanted to thank Olver Associate for all their assistance working on the earmark for Birchwood Terrace.

Nicholas Rowe: I live on Harriet Street. Second Street runs between 2 properties that I own there. I am getting a survey and would like to know what's going on with that street. Russell Craft, CEO, noted this is a paper street that has not been

used in years. Its actually park of a backyard now. When the survey was being done we ran into an issue with the road. The property owner would like to see it dismantled. Mayor Cianchette noted that the Council will need some additional information. This is something that would need to come before the Council as a Resolution or Ordinance to be acted upon.

b. Councilor Comments:

Councilor Donahue: Thank you to Donnie and the Chief for looking for ways to save the Town money. Quality Department Heads are important. I am excited to get information on the Birchwood Terrace grant. We will need this to get added to the paving plan after the work is done. The Town Manager noted Olver Associates, Donnie and himself will be working on the logistics.

Deputy Mayor J Hall: It is good to see the collaboration between Departments and doing what you can to save residents money. I appreciate the grants we are getting. The sign will help us in the long run. I am hoping we can focus on bigger infrastructure grants. Kathryn is doing a great job. Thank you to the Elks for getting money for diapers. I like the changes upstairs. It's nice to have the glass out of the way and computers on the front counter. It's nice to not have barriers. Welcome to Angel. Jacob – have a good vacation.

Councilor Saucier: Absent.

Councilor Jester: A big thank you to Mike from the Elks for the money for diapers. I appreciate Chief Morris keeping the benefit in our Town and focused on our residents. I am looking forward to continuing the Charter discussions. This is long overdue. It will be a major project. Thank you to everyone for showing up tonight. Jacob, I would wish you a happy vacation – but I'm jealous so I won't.

Councilor N Hall: Thank you for the great presentations tonight. I appreciate all the updates.

Councilor Margolskee: Thank you to everyone for showing up tonight. It is a great showing compared to the past. Donnie, do we have a date to open the wood pile? Donnie noted he is trying for March 30th, depending on weather. I am taking particular pleasure in the Charter review. It has been a thorn in our side for several years. Thank you to Kathryn for working on the sign project, as well as several other people in the room. It is long overdue to advertise our presence. Thank you to Olver Associates for working on the Birchwood Terrace project. I want to thank Mike Havey, Donnie Chute and Chief Morris for everything. It is a big help to the Town and shows cooperation between the departments, citizens and groups in the Town. 2024 has been the start of some good stuff. Jacob, enjoy yourself and come back safe.

Mayor Cianchette: Jacob, have a fantastic vacation. Don't answer the phone. If its important you will see it on the news. Everyone on the Council has already mentioned everything I wanted to say. Thank you all for coming. Look at the

people in this room. Citizens, Councilors, taxpayers, employees, organizations. Welcome aboard to our new employees. I was recently asked about Pittsfield and the person I was talking to was stunned how passionate I am about Pittsfield. I am excited about the potential we have in this Town. I am enthusiastic about the future. Thank you to everything you do for the Town. Thank you to the Council for volunteering your time. Jacob, thank you for coming aboard.

12. Adjournment

Motion by Deputy Mayor J Hall and seconded by Councilor Jester that the meeting be adjourned at 7:55 p.m.

VOTE: UNANIMOUS AYE/MOTION PASSES

Respectfully submitted.

Nicole Nickolan, Town Clerk

**Resolution 24-40 - Resolution Approving the I.T. Managed Services Agreement
with Technology Solutions of Maine**

WHEREAS, the Town's I.T. contract expires on April 30, 2024; and

WHEREAS, Technology Solutions of Maine currently provides I.T. services to the
Pittsfield Police Department; and

WHEREAS, Technology Solutions of Maine has provided a proposal to provide I.T.
services to all Town departments.

NOW THEREFORE, be it resolved by the Pittsfield Town Council that the Town of
Pittsfield Bid Policy be waived, that the I.T. Managed Services Agreement with
Technology Solutions of Maine is hereby approved, and that the Town Manager is
hereby authorized to execute all paperwork necessary to carry out the full intent of this
resolution.

Acted on April 2, 2024

Aye _____ Nay _____ Abstained _____

Attested by:

Nicole Nickolan, Town Clerk



TECHNOLOGY

Solutions of Maine

Prepared for:
Town of Pittsfield

Prepared by:
Joseph Craig

IT MANAGED SERVICES AGREEMENT

Non-Profit & Municipalities

10 Washington St, Waterville, Maine 04901
www.tsmaine.com
info@techsolutionsme.com
(207) 407-0990

SERVICES AGREEMENT

This agreement, taking effect on 05/01/2024 is entered into by Town of Pittsfield, herein referred to as "Client", and Technology Solutions of Maine, herein referred to as "Service Provider". The Parties agree as follows:

TERMS OF AGREEMENT

The Managed Services Agreement ("Agreement") is for a term of 36 months. The Agreement automatically renews for a subsequent term equal to the term of the initial term of the Agreement beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement. If this renewal provision is not effective for any reason, this Agreement shall automatically renew from month-to-month unless either party provides written notice of non-renewal received at least thirty (30) days prior to the end of the then-current Term.

- a. This Agreement may be terminated by the Client upon thirty (30) days written notice if the Service Provider:
 - i. Breaches any material term or condition of the Agreement and fails to remedy such breach within five (5) days of receipt of such written notice; or,
 - ii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b. The Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the Client.
- c. If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider in accordance with the fees and schedules contained in Appendix A.

FEES AND PAYMENT SCHEDULE

Fees will be calculated per month as defined under the provisions of Appendix A, invoiced to Client on a Monthly basis, and will become due and payable as defined under the provisions of Appendix A. The first invoice will include an additional one-time setup fee as defined under the provisions of Appendix A. Services will be suspended if payment is not received within thirty (30) days from the date that it was due. Services provided by the Service Provider that fall outside the scope of this Agreement may be billed on different intervals and under different terms.

Client acknowledges that Service Provider will charge Client a \$20.00 service charge for checks that are returned by Client's bank for insufficient funds. Client agrees to pay said charge in addition to any other charges or fees that Service Provider may be entitled to. If Client tenders a check that is returned for insufficient funds, Client agrees to pay all future payments in certified funds and acknowledges that personal/business checks will no longer be an acceptable form of payment.

Interest on an unpaid account balance will accrue monthly at a rate of 1.5%, fourteen (14) days after the due date. As long as Client makes payment in full for all invoices before the day it is due, no interest will be charged to Client's account. The missing of one payment in full at any time will render the entire amount due in full immediately and will cause interest to accrue at the monthly rate of 1.5% on the entire remaining balance of the total bill to date and will authorize Service Provider to pursue legal action against Client for the entire balance of Client bill and all attorney fees and expenses incurred in connection with collecting amounts due under this Agreement. All future services not paid on or before their due date will also be charged 1.5% monthly interest.

It is understood and agreed that all Services requested by Client that are not expressly included within the terms of this Agreement will be considered Additional Projects, and will be billed as separate, individual Services from those contemplated herein.

CLIENT RESPONSIBILITY FOR PAYMENT – PERSONAL GUARANTEE

By signature below, Client or the person signing on behalf of Client, personally guarantee's payment of all fees and costs incurred by Service Provider.

TAXES

It is understood and agreed that all Federal, State and Local Taxes applicable, except for payroll taxes, shall be added to each invoice for services and materials provided. Client shall pay any taxes due.

COVERAGE

Remote Helpdesk and Vendor Management of Client's IT Networks will be provided to the Client by Service Provider remotely between the hours of 8 am–5 pm Eastern Standard Time, Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Network Monitoring Services will be provided twenty-four (24) hours per day all year round. All services provided by Service Provider regardless of if they are included under the provisions of Appendix A or Additional Projects, shall be governed by the provisions of Appendix A.

SUPPORT

Service Provider will respond to Client's Service Requests in accordance with Appendix A and will use its best efforts to respond within a reasonable time after hours and on holidays. Service requests must be made by methods as defined under the provisions of Appendix A. Service Request Methods may change from time to time, when they do client will be notified in writing of the change. Failure to use current Service Request Methods as defined either in Appendix A or by written notice at a later date may cause delayed service response and resolution times. Any subsequent delays in service response and resolution time due to failure to use current Service Request Methods shall not constitute a material breach of this Agreement. Each request will be assigned a Service Request Number for tracking.

SERVICE OUTSIDE NORMAL WORKING HOURS

Services requested by Client to be performed outside the hours of 8:00am – 5:00pm Eastern Standard Time Monday through Friday, excluding holidays, shall be subject to provisions of Appendix A.

SERVICE CALLS WHERE NO TROUBLE IS FOUND

If Client requests onsite or remote service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix A.

TRIP CHARGES

Services requested by Client to be performed onsite when Client's location is approximately over one (1) hour in travel from Service Provider's main office (10 Washington St, Waterville, Maine) are subject to a flat, \$100 trip fee.

ADDITIONAL MAINTENANCE SERVICES

HARDWARE/SYSTEM SUPPORT

Service Provider shall provide support for all Devices and systems specified in Appendix A. Client agrees that all Devices shall be covered under warranty or an active vendor support contract; otherwise, Client shall have all necessary replacement parts readily available on site. Client warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Client remedies the issue. Client agrees to pay any third-party vendor support charges required to resolve any issues. Service Provider agrees to obtain Client's authorization to engage third-party vendors prior to incurring any additional charges.

VIRUS RECOVERY FOR CURRENT, LICENSED ANTIVIRUS PROTECTED SYSTEMS

Service Provider shall use its best efforts to recover from a virus infection not detected and quarantined by the latest antivirus definitions, provided that those systems are protected with a currently licensed, vendor supported, server-based, antivirus solution. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions of Appendix A.

MONITORING SERVICES

Service Provider will provide ongoing monitoring services for devices as indicated under the provisions of Appendix A. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through whatever means available. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions of Appendix A.

SUITABILITY OF EXISTING ENVIRONMENT

MINIMUM STANDARDS REQUIRED FOR SERVICES

In order for Client's existing environment to qualify for Service Provider's Managed Services the following requirements must be met, and Service Provider will notify Client of any deficiencies in this environment within two (2) business days of discovering the deficiencies:

- a. All Servers with Microsoft Windows Operating Systems must be within Microsoft's Mainstream life cycle and have all the latest Microsoft service packs and critical updates Installed.
- b. All Desktop computers and notebooks/laptops with Microsoft Windows operating systems must be within Microsoft's Mainstream Life Cycle and have all the latest Microsoft service packs and critical updates installed.
- c. All server and desktop software must be genuine, licensed, up to date and Vendor supported.
- d. All servers, desktops, notebooks/laptops, and email must be protected by a currently licensed, up to date and Vendor supported server-based Antivirus solution.
- e. All wireless data must be securely encrypted.
- f. All servers, desktops, and notebook/laptops must always be accessible via a high-speed internet connection with sustainable upload and download speeds.
- g. Client must have a public static IP address assigned to a network device allowing remote access to Service Provider.
- h. Service Provider shall have the right to immediately cancel all services herein upon the determination by Service Provider that Client has engaged in any activity prohibited by state or federal law.
- i. Client must use Service Providers Backup and Antivirus solutions. Solutions shall be provided by the Service Provider and pricing shall be included as part of the monthly RMR Agreement as stated in Appendix A.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

EXCLUDED SERVICES

Service rendered under this Agreement does not include:

- a. Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- b. The cost of any parts, equipment, or shipping of any kind.
- c. The cost of any Software, Licensing, Software renewal or upgrade fees of any kind, except as specified in Appendix A
- d. The cost of any third-party Vendor or Manufacturer support or incident fees of any kind.
- e. The cost to bring Client's environment up to our minimum standards required for Services.
- f. Failure due to acts of God; acts or omissions of Client; water damage; fires; strikes; insurrections; riots; embargoes; delays in transportation; acts of terrorism; acts of nature and animals; inability to obtain supplies; requirements or regulations of the United States government or any other civil or military authority; infrastructure modifications; power failures; or other adverse environmental conditions.
- g. Service and repair made necessary by the alteration or modification of hardware, software and/or systems other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than the Service Provider.
- h. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix A.
- i. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A.

LIMITATION OF LIABILITY

- a. **INDEMNIFICATION.** Subject to the terms of this Agreement, Client shall indemnify, defend, and hold harmless Company from and against (i) any damages proximately caused by Client's negligence; and (ii) any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from any alleged or actual breach by Client of any of its representations, warranties, obligations or covenants contained in this Agreement.
- b. **LIMITATION OF LIABILITY.** Notwithstanding anything set forth in this Agreement to the contrary, the liability of Company, its affiliates, and each of their respective employees, officers, directors, shareholders, members, managers, contractors, subcontractors, agents, successors, or assigns (collectively, the "Company Parties"), whether to Client or any third party, arising out of or from, in connection with, or as a result of, any claim, action or proceeding, no matter the theory of recovery, shall under all circumstances be limited to the proceeds, if any, recovered from Service Provider's insurance policies.
- c. **CONSEQUENTIAL DAMAGES.** Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any general, direct, special, exemplary, punitive, incidental, or consequential damages.

CONFIDENTIALITY

Each party agrees (a) to use reasonable efforts to maintain the confidential information of the other party in confidence and to not disclose any such confidential information to any third person without the prior written consent of the other party, which may be withheld in its sole discretion, and (b) to not make any use of the confidential information of the other party except as required to perform its obligations under this Agreement. To the extent necessary to perform the provisions of this Agreement each party may disclose such confidential information to those of its employees or representatives as may be reasonably necessary or desirable to exercise its rights and discharge its obligations under this Agreement, provided however that before any such disclosure each party shall make those employees or representatives aware of its obligations of nondisclosure and restrictions of non-use under this Agreement and shall at all times procure compliance by those employees and representatives with such obligations and restrictions. The receiving party shall be responsible for any violation of these nondisclosures and non-use provisions by its employees and representatives.

NO WAIVER OF BREACH

A party's waiver of the other party's breach of this Agreement shall not be a waiver of any subsequent breach. Except as otherwise provided in this Agreement, each party's rights under this Agreement shall be cumulative, may be exercised concurrently or consecutively and shall include all remedies available even if referred to in this Agreement.

MODIFICATIONS

All changes or amendments to this Agreement must be in writing and signed by authorized representatives of both parties to be binding on the parties.

ENTIRE AGREEMENT

This Agreement, including the Exhibits that are part of it, constitute the entire agreement of Client and Service Provider with respect to the subject matter hereof, and supersedes any prior or contemporaneous understandings or representations regarding this subject matter. This Agreement does supersede, replace or modify any other agreements between Customer and Service Provider.

ASSIGNMENT

Client shall not assign this Agreement or any of its rights or obligations hereunder, without Service Provider's prior written consent. Any purported assignment without Service Provider's prior written consent is null and void and of no legal force or effect. Service Provider shall be permitted to assign this Agreement or any of its rights or obligations hereunder, without the consent of Client.

VALID AGREEMENT

Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

SECTION HEADINGS

The section headings used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. In this Agreement: (i) the word "including" shall mean "including, but not limited to;" (ii) references to the singular shall be deemed to include references to the plural; and (iii) references to the plural shall be deemed to include references to the singular.

RIGHT TO NOTICE AND CURE

If a party breaches a material term of this Agreement, the non-breaching party shall provide written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. The breaching party may cure the breach within thirty (30) days following its receipt of the written notice or, if the breach cannot be reasonably cured within such period, may promptly commence to cure, and diligently proceed until cured. If such breach is cured, this Agreement shall continue unabated and neither party shall be liable for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.

NOTICE

All notices required or permitted hereunder shall be delivered personally or sent by registered or certified mail, return receipt request, postage prepaid, or by nationally recognized overnight courier to the respective parties hereto at the addresses set forth in this section below, or to such other address as either party shall designate by due notice hereunder. All notices shall be effective upon receipt if delivered personally, five (5) business days after mailing if sent by registered or certified mail, or one (1) day after being sent by nationally recognized overnight courier.

If to Service Provider:

Technology Solutions of Maine, 10 Washington St, Maine 04901

If to Client:

GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Maine without reference to its conflicts of law rules.

FORCE MAJEURE; SUSPENSION OF SERVICES

Company's obligations to provide Services under this Agreement are waived automatically without notice and you release Service Provider for all Damages to the extent such Services are interrupted due to (i) the monitoring facility or communications equipment or services being destroyed, damaged or inoperable for any reason not within Service Provider' control, (ii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, governmental orders, laws, rules or regulations, transportation, environmental conditions or (iii) any other reason beyond the reasonable control of Service Provider (collectively, the "Force Majeure Events") for the duration of such interruption of Services. You shall be entitled to reimbursement of the unearned charges paid for the period of interruption, which shall be the limit of Service Provider' liability for such interruption of Services.

FACSIMILE COPIES

Signed facsimiles or electronically signed or transmitted copies of this Agreement are to be given the same effect as an originally signed contract.

ACCEPTANCE OF SERVICE AGREEMENT

This Agreement covers only those services and devices listed in Appendix A. Any additional equipment, software, or systems added after the execution of this agreement must comply with the provisions stated in Paragraph 6 above. The addition of such equipment, software, or systems shall result in an adjustment of the Client’s monthly charges which shall be agreed upon between Service Provider and the Client in writing.

HOLDING OVER

In the event the Client shall continue in services of the demised agreement after the expiration of the term, such services shall not be deemed to extend or renew the terms of this agreement, but, at the option of the Services Provider, such service shall continue as an agreement at will from month to month upon the covenants, provisions, and conditions herein contained and one hundred twenty percent (120%) of the monthly rate reserved herein for the immediately preceding year, prorated and payable for the period of such services. This Section shall not be construed as giving Client any right to hold over after the expiration of the term of this agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Accepted by:

Authorized Service Provider (Signature)

Authorized Service Provider (Print)

Authorized Client (Signature)

Authorized Client (Print)

Technology Solutions of Maine
Service Provider

05/01/2024
Date

Client

Date

APPENDIX A – SERVICE AGREEMENT

1. Included Managed Services: Services provided are to be completed pursuant to the details in the tables below:

SERVER MANAGED SERVICES PROVIDED DESCRIPTION	FREQUENCY
Local Server Backups — Performed after-hours to Client's media (typically to Network Attached Storage (NAS) or External Storage Device)	Nightly
Offsite Server Backups — Client provided offsite location (NAS, external drives, or Azure cloud) — TSM Cloud Storage available for additional cost	Nightly
Server Uptime Monitoring	Ongoing
Server Service Monitoring	Ongoing
Server Performance Monitoring (Memory Usage, CPU Load, Network Bandwidth)	Ongoing
Server Hardware Monitoring (CPU & System Fans, HDD Usage, Component Temperatures, Smart Alerts, etc.)	Ongoing
Exchange Monitoring (Mailbox size, item count, queue size, storage size)	Ongoing
Server anti-virus and anti-malware scans and remediation	Ongoing
Server Service Pack, Patches, and Hot fixes kept current as per Client policy	Monthly

WORKSTATION MANAGED SERVICES PROVIDED DESCRIPTION	
Workstation Performance (CPU Load, Memory Usage, Network Bandwidth)	Ongoing
Workstation Hardware (CPU and Motherboard Temperature, Hard Disk Usage, Motherboard Fans (CPU, System))	Ongoing
Workstation Anti-virus and Malware Scans and removal	Ongoing
Workstation Service Packs, Patches and Hot Fixes kept current as per Client Policy	Weekly

UNLIMITED HELP DESK SERVICES PROVIDED DESCRIPTION	
Unlimited Remote helpdesk covering all named devices, systems, and software	As Needed
Included onsite Support for problems that cannot be resolved remotely	As Needed
Computer Skills training sessions for employees to help resolve recurring problems	As Needed
New User and Workstation Setup (if number of devices increase, the monthly fee may increase)*	As Needed
Best Practices Consulting	As Needed
Asset Management Plan	As Needed
Data Restore	As Needed
Network Performance Monitoring	As Needed
Disaster Recovery Services	As Needed
Management of Vendors for all named devices, software, and systems	As Needed

*Only applicable to systems purchased through Technology Solutions of Maine with full Managed Services. Discover service not applicable.

2. Billable Time Rates for Service NOT included in this agreement

SERVICES NOT INCLUDED IN MANAGED SERVICES AGREEMENT	Rate	Minimum Charge
Remote and Onsite Service During Regular non-Holiday Hours (Monday – Friday 8am – 5:00pm)	\$100/hr.	15 minutes
Remote and Onsite Service After Hours (Monday – Friday 5:01pm – 7:59am)	\$150/hr.	30 minutes
Remote and Onsite Service All Other Times	\$200/hr.	60 minutes

- a. Time will be billed at fifteen (15) minute increments. Time that does not exceed the minimum will be billed for the minimum charge.
- b. Travel time for Onsite Service will be billed from the Service Providers office or from the technician's current location (whichever is closer) to Client office at the service call rate unless travel time is included in the Service Agreement.
- c. Service Rates are for services outside the scope of the Service Agreement

3. Acceptable Service Request Methods

Use the Client Portal (Preferred Method)	Servicedesk.techsolutionsme.com or right click on service tray icon
Place Phone Call	(207) 407-0990
Send Email	Support@techsolutionsme.com

4. Response and Resolution Times

The following table shows the response and resolution times for each priority level for service included under the terms of Section 1. Billable time and other Projects outside the scope of this Agreement do not have guaranteed response or resolution times.

TROUBLE	PRIORITY	RESPONSE	RESOLUTION TIME
Service Not available (all users and functions unavailable)	Critical	1 hour	4 Hours
Significant degradation of service (large number of users or business critical functions affected)	High	4 hours	8 Hours (1 business day)
Limited degradation of service (limited number of users or functions affected, business process can continue)	Medium	8 hours	3 business days
Small Service degradation affecting one user (business can continue)	Low	24 hours	7 business days

5. Devices and Systems Covered

Included Managed Services as defined in Section 1, will be provided for the Devices and Systems covered that are listed in the table below as part of the Recurring Managed Service Fees as defined in Section 6. Services provided outside the scope of the Included Managed Services as defined in Section 1 will be billed at the Billable Time Rates for Service NOT included in this agreement as defined in Section 2.

COVERED DEVICES AND SYSTEMS	PRICE PER MONTH	QUANTITY	LINE TOTAL
Managed Network (Networked switches, gateways, access points, etc.)	\$ 70.00	1	\$ 70.00
Additional Networks	\$ 55.00	3	\$ 165.00
Managed Physical Servers (incl. Backup licenses, AV, AS, 1TB total Cloud Storage)	\$ 154.00	1	\$ 154.00
Managed Hyper-V Server (incl. Backup licenses, AV, AS, 1TB total Cloud Storage)	\$ 60.00		
Managed Virtual Servers	\$ 95.00		
Managed Workstations (includes antivirus/malware license for each workstation)	\$ 49.00	21	\$ 1,029.00
Below Industry Standard Workstations*	\$ 63.00		
Discover Service (workstation monitoring & AV only, no remediation)	\$ 8.00	4	\$ 32.00
Managed Phone Systems			
3 rd Party non-standard software support	\$ 42.00	1	\$ 42.00

The number of devices is the number at the time of Agreement signing. The number of devices will be adjusted once a month to reflect any changes in the number of devices covered. As the number of devices increases or decreases service fees will increase or decrease by price per month, per device, by device type at the amount listed in the table above. These increases and decreases will occur automatically and do not require amendment to this agreement.

*These workstations are any devices with hardware components below an i5 (or competitor equivalent), 8GB of memory, and a solid-state drive. Any devices running Windows 8.1 and below are also considered below standard.

6. One-Time and Recurring Managed Service Fees

FEES	AMOUNT
One-Time Setup Fee	\$ 500.00
Managed Service Fees — Fees are calculated using rates in the table above per device, per month. The quantity listed is the number of devices covered at the time of contact signing, as devices are added the service fee will increase the managed service fee.	\$ 1,492.00
Deposit — Deposit amount of one-month service plus setup fee due upon the execution of this contract. If contract Start date is other than the first day of the month, the first month will be prorated.	\$ 1,992.00

7. Payment Terms

MANAGED SERVICE PAYMENT TERMS	RECURRING AMOUNT
ACH Terms — Managed Services	\$ 1,492.00
Software Agreement	
Total Monthly Payment	\$ 1,492.00

10% discount for 36 month agreement not reflected in this amount (\$1,342.80)

- a. Discount maintained as long as client continues to meet these payment terms, including paying on time, if client does not meet payment terms client will be charged full price plus any applicable fees.
- b. 1.5% interest per month charged on overdue accounts and all discount is forfeited.
- c. Discount percentages are only for Managed Service Fees and not for Projects or Billable Time.

8. Invoice Transmission

Invoices will be transmitted to an email address of the Client choosing unless requested in writing to have invoice transmitted another way.

9. Service Holds

Any Client who has past due beyond 30 days past due date will be placed under a service hold. Monitoring will continue but will not be actionable until all past due invoices are paid in full.

10. Termination of Contract Terms

Client will pay \$100 dollars per hour for service to new provider plus any actual costs incurred by Service Provider.

APPENDIX B – RESPONSIBILITY MATRIX

The following table denotes the responsibility areas for all services covered under this contract.

RESPONSIBILITY AREA	PRIMARY PARTY	SHARED
Anti-Spam Filters	Service Provider	No
Anti-Virus	Service Provider	No
Annual Review	Service Provider	No
Backup Management	Service Provider (through third-party, transmission only providers)	No
Device Support	Service Provider	No
Encryption	Service Provider	No
End User Support	Service Provider	Yes
Firewall Configurations	Service Provider	Yes
Hardware & Software Procurement	Service Provider	Yes
Incident Response	Service Provider	Yes
Microsoft Licensing	Service Provider	Yes
Monitoring & Alerting	Service Provider	No
Network Support	Service Provider	No
Regular Patching/Updates	Service Provider	Yes
Voice Over IP	Service Provider	No
Security Awareness Training	Service Provider/Client	Yes/No
Asset Management	Client	Yes
Compliance	Client	Yes
Contractual Obligation	Client	Yes
Internal Processes for Changing People, Permissions, and Tech	Client	Yes

PITTSFIELD TOWN COUNCIL

MEETING OF: April 2, 2024

AGENDA ITEM NO.: Resolution 24-39

TO BE TITLED:

Resolution Confirming the Town Manager's Appointment of Stanley B. Short, Jr. as Cemetery Sexton/Superintendent for a One Year Term Expiring April 1, 2025

INFORMATION:

Stanley Short has accepted the position of Cemetery Sexton.

Stan has previously worked at the Town cemeteries and is familiar with our cemetery procedures.

The Town Code requires that the Sexton/Superintendent be appointed annually.

SUBMITTED BY: Jacob R. Gran, Town Manager

DATE SUBMITTED: March 21, 2024

Resolution 24-39 - Resolution Confirming the Town Manager's Appointment of Stanley B. Short, Jr. as Cemetery Sexton/Superintendent for a One Year Term Expiring April 1, 2025

WHEREAS, the Town Code requires that a Cemetery Superintendent be appointed annually; and

WHEREAS, the duties of the Superintendent are to see to the digging of all graves, and to keep an accurate record of the name of each person interred; and

WHEREAS, Stanley B. Short, Jr. has accepted the Town Manager's offer of employment for the position of Sexton/Superintendent.

NOW THEREFORE, be it resolved by the Pittsfield Town Council that the Town Manager's appointment of Stanley B. Short, Jr. as Cemetery Sexton/Superintendent for a one-year term expiring on April 1, 2025 is hereby approved.

Acted on April 2, 2024

Aye _____ Nay _____ Abstained _____

Attested by:

Nicole Nickolan, Town Clerk

Town of Pittsfield | Office of the Town Manager
Jacob R. Gran, Town Manager



March 21, 2024

Mr. Stanley B. Short, Jr.

Pittsfield, ME 04967

RE: Offer of Employment

Dear Mr. Short:

The purpose of this letter is to serve as an offer of employment with the Town of Pittsfield, Maine for the position of Cemetery Sexton. This is a part-time position responsible for the operation of the Town's five cemeteries.

All employment positions with the Town of Pittsfield carry a six month probationary period.

The town pays weekly by direct deposit. Your starting rate will be \$18.00 per hour.

Please confirm your acceptance of this offer by signing and returning this letter as soon as possible.

Very truly yours,

TOWN OF PITTSFIELD, MAINE

A handwritten signature in black ink that reads "Jacob R. Gran".

Jacob R. Gran
Town Manager

A handwritten signature in blue ink that reads "Stanley B. Short, Jr.".

Stanley B. Short, Jr.

A handwritten date in blue ink that reads "3/21/24".

Date Signed

PITTSFIELD TOWN COUNCIL

MEETING OF: April 02, 2024

AGENDA ITEM NO.: Resolution 24 -

TO BE TITLED:

Resolution to authorize the Town Manager and Grant Administrator to file an application to the U.S. Department of Justice for the Bulletproof Vest Partnership Program for reimbursement of up to 50% of the cost of vest/s purchased yearly.

INFORMATION:

The Town had a standing Resolution for applications to be filed for the Patrick Leahy Bulletproof Vest Partnership Program (BVP) processed back in the early 2000's. The language is dated and since the approval is now over 20 years old, I have prepared a new Resolution for this year and the future so that everyone is aware of the process.

This Resolution shall apply for vests purchased in 2024 and subsequent years. Furthermore, the Resolution shall authorize the Town to accept the grant funding and authorize the Town Manager to execute all required paperwork.

The Town is eligible to apply for reimbursement for up to 50% of the cost of bulletproof vests which need to be purchased during the year. The Police Department maintains a list of the vests so that the Department is aware of the expiration dates. Generally, a new vest can be utilized for five (5) years. The last vest with carrier was \$1,276.44. In the past, the Town has nearly always received the 50% reimbursement. The DOJ does reserve the right to fund up to 50% of the purchase which means less than 50%.

The purchase price that can be reimbursed up to 50% includes the cost of the body armor vest, body armor vest carrier, attachments, inserts and covers considered integral or essential for its proper care, use and wearability. Shipping and handling fees as well as fitting charges, if applicable, can also be included in the unit price. After the Town's application is approved and the purchase takes place, there is a process to request and verify reimbursement.

This annual program usually opens on April 1 and closes six weeks later.

SUBMITTED BY: Kathryn Ruth, Grant Administrator

DATE SUBMITTED: March 27, 2024

Resolution 24 - Resolution Approving

WHEREAS,

WHEREAS,

WHEREAS,

NOW THEREFORE, be it resolved by the Pittsfield Town Council

Acted on April 02, 2024

Attested by:

Nicole Nickolan, Town Clerk

PITTSFIELD TOWN COUNCIL

MEETING OF: April 02, 2024

AGENDA ITEM NO.: Resolution 24-

TO BE TITLED:

Resolution to authorize the Town Manager and Grant Administrator to file an application to Walmart for a Spark Good Local Grant to not exceed \$5,000 to assist with the cost of up to three Community events and activities scheduled in 2024.

INFORMATION:

The Town desires to bring back and to establish new community events and activities. Many activities in Town shut down during COVID and did not start back up as groups lost members and volunteers. The Pittsfield Police Department has taken on the challenge to re-ignite some of these events and/or create new events. Although there is a new budget line for Community services with \$2,500 in it, this is not sufficient for all of the events taking place. The Town of Pittsfield and Pittsfield PD require funds to operate these events and then in later years to keep them going.

This Resolution shall apply to three Community events/activities that are scheduled as follows: (1) Bike Rodeo for Kids; (2) Cop Camp; and (3) Pittsfield Community Festival. Furthermore, the Resolution shall authorize the Town to accept the grant funding and authorize the Town Manager to execute all required paperwork.

In searching for funding for these events, it seems appropriate to begin at home at a store that is heavily utilized by Town residents and residents of surrounding towns who will attend these events. The Bike Rodeo, formally operated by Kiwanis, was always for the Greater Pittsfield Area. The Cop Camp is for children in SAD#53, however, if room is available, children from other Towns can participate. The Pittsfield Community Festival was a great hit last year with participants from many communities. Therefore, this Foundation seems to be a good match with these events/activities that are free for the public and will directly benefit the service area of our local Walmart. The Walmart Foundation has a new process for applying for Spark Good Local Grants which is on-going. As soon as the Town is verified as an eligible organization, a grant application will be filed. The deadline for this Quarter is April 15, 2024 with a decision made by May 1, 2024. This schedule which works well with the timing of these events.

SUBMITTED BY: Kathryn Ruth, Grant Administrator

DATE SUBMITTED: March 27, 2024

Resolution 24 - Resolution Approving

WHEREAS,

WHEREAS,

WHEREAS,

NOW THEREFORE, be it resolved by the Pittsfield Town Council

Acted on April 02, 2024

Attested by:

Nicole Nickolan, Town Clerk

PITTSFIELD TOWN COUNCIL

MEETING OF: April 02, 2024

AGENDA ITEM NO.: Resolution 24 -

TO BE TITLED:

Resolution to authorize the Town Manager and Grant Administrator to file an application to the U.S. Department of Transportation for a Safe Streets For All Safety Plan and Supplemental Planning to not exceed \$150,000 with a 20% local match.

INFORMATION:

For over 20 years, I have searched off and on for funding for our roads, water and sewer infrastructure. We have been fortunate to have received several collector road grants to rebuild roads (now phased out) and numerous federal and state water and sewer no interest or low interest loans with grant funding. The Congressional Earmark that was filed over a year ago has just come to fruition for a worthwhile project. We can not add on any more loans, at least for awhile. Every work day for over 6 months I have looked for highway funds and have finally found a new program.

The purpose of the Safe Streets For All (SS4A) grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, motorists and other categories. \$1,256,687,000 is available for FY 2024 grants under the program. There are two categories of grants and the Town would be able to apply for the first category of Planning and Demonstration to obtain funding to develop an Action Plan. It is also acceptable to bundle supplemental planning and demonstration activities into the funding request. The second category is an Implementation Grant. To apply for this grant, the Town must have a completed Action Plan listing projects to be implemented which then could be applied for by the Town. The PW Director and I are working our way through extensive requirements.

The directions require that the Town apply for no less than \$100,000 for the Safety Action Plan. A Supplemental Project to update and expand our Bicycle and Pedestrian Plan is estimated at \$50,000. Traffic engineering work is very expensive and having a qualified firm review the infrastructure could open up possible funding. The local match would be \$30,000 which needs to be determined and is under review.

SUBMITTED BY: Kathryn Ruth, Grant Administrator

DATE SUBMITTED: March 27, 2024

Resolution 24- Resolution Approving

WHEREAS,

WHEREAS,

WHEREAS,:

NOW THEREFORE, be it resolved by the Pittsfield Town Council

Acted on April 02, 2024

Attested by:

Nicole Nickolan, Town Clerk