



**City of the Village of Clarkston**  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346

Microsoft Teams Meeting: Join on your computer or mobile app. Or go to [www.teams.microsoft.com](http://www.teams.microsoft.com) and enter the Meeting ID: 216 646 593 066 and Passcode: abjPKn

**Regular City Council Meeting Agenda – August 12, 2024, 7:00 PM**

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:  
Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Casey, Forte, Lamphier, Quisenberry, and Roth.
4. Approval of Agenda - Motion
5. Public Comments:  
Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.
6. FYI:  
TBD
7. City Manager's Report
8. Sheriff's Report
9. Consent Agenda:  
Final Minutes of the July 8, 2024 Regular Meeting  
Draft Minutes of the July 22, 2024 Regular Meeting  
Draft Minutes of the August 1, 2024 Special Meeting  
Treasurer's Report August 12, 2024

10. Unfinished Business:

- a. Discussion: Status of City Manager's 2024 Performance Review

11. New Business:

- a. Motion: Reconsideration of August 1<sup>st</sup> Motion to NOT accept Catherine Ashley's Resignation
  - 1) If Passed, Motion to Accept Catherine Ashley's Resignation
- b. Resolution: City Office Copy Machine Lease Renewal
- c. Discussion: Sanitary Sewer Pipe Repairs in the West Alley

12. Adjourn Meeting

Only those matters that are on the agenda are to be considered for action.

People with disabilities needing accommodations for effective participation in this meeting should please contact Jonathan Smith, City Manager (248) 625-1559 in advance of the meeting. An attempt will be made to provide reasonable accommodations.

**City of the Village of Clarkston**

**City Manager Report**

**July 12, 2024**

**August 6<sup>th</sup> Election**

In the absence of a City Clerk, we are very thankful for the Michigan Department of Elections for stepping in, providing two highly qualified workers to successfully guide the City workers through the election day process. Special thanks to past Clerk Karen DeLorge for returning as an election worker as well as the other workers: Evelyn Bihl, Cara Catallo and Clare Catallo.

Respectfully submitted, **Jonathan Smith, City Manager, August 9, 2024**

**OAKLAND COUNTY SHERIFF DEPARTMENT  
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2024												2024	2023
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	0	0	0	0						0	1
Misdemeanors (CLR-059)	2	0	0	0	0	0	1						3	9
MICR:														
Violent Crimes (CLR-004)	1	0	0	0	2	2	0						5	0
Property Crimes (CLR-004)	0	0	0	0	0	1	1						2	4
TRAFFIC:														
Monthly Citations Citation Report	3	29	28	10	11	11	10						102	304
Crashes - Crash Report	5	4	2	3	2	5	3						24	30
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	4	0	0	0	0	0						4	0
Violations (CLR-065)	0	0	0	0	0	0	0						0	0
COMMUNITY LIAISON:														
Community Meetings L3535	2	1	1	1	1	1	1						8	24
Community Other L3539	1	0	0	0	0	0	0						1	0
STATION STATISTICS:														
Calls for Service (CLR-065)	86	53	47	53	90	62	58						449	1024



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### **FINAL Minutes of the July 8, 2024, Regular City Council Meeting**

1. Call To Order:
  - The regular session meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:00pm.
2. Pledge Of Allegiance:
  - Mayor Wylie led the Pledge of Allegiance.
3. Roll Call:
  - Council Members Present: Sue Wylie, Mayor, Laura Rodgers, Amanda Forte, Ted Quisenberry, and Peg Roth.
  - Council Members Absent: Mark Lamphier and Gary Casey
  - Others Present: Jonathan Smith, City Manager, Tom Ryan, City Attorney,
  - Others Absent: Oakland County Sheriff Sergeant John Ashley.
4. Motion to amend the agenda to add a closed session:
  - Add item 11 (Attorney Client privilege regarding Independence township)
  - Motioned by Roth, supported by Rodgers to approve agenda as amended.  
Roll call: Mayor Sue Wylie, Amanda Forte, Ted Quisenberry, Laura Rogers, Peg Roth  
Motion to approve the agenda as it has been amended. Motion from Roth, supported by Rodgers. VOTE: All Aye. MOTION CARRIED 5-0
5. Public Comments:
  - David-Light out Holcomb/Church St
  - Drew- 15 E Church Sidewalk
  - Les Haight- 99 N Main & Robertson Ct. Light too bright
6. FYI:

- Mayor Wylie commented about the 2024 Primary Accuracy test will be held on Saturday, July 13, 2024, at 11am at City Hall

7. City Manager Report 7.8.2024

- Clerk Replacement
- 23/24 FY Budget Amendment
- Councilmember Petition Deadline: Sue Wylie, Peg Roth, Amanda Forte, Mark Lamphier
- City Office Copy Machine Replacement
- Thanks to Jim & Ann Degan

8. Motion: Acceptance of Consent Agenda as Presented 7.8.2024

- Motioned by Quisenberry, supported by Forte to approve the Consent Agenda.  
VOTE: All Aye. MOTION CARRIED 5-0

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Resolution: Proposal to place Yes/No Referendum on the November 5 Ballot re: Single Waste Hauler in the City.  
Motion to Table till July 22<sup>nd</sup> regular session meeting. Jonathan was asked to address some open questions. Motioned by Forte, supported by Roth. VOTE: Rodgers, Forte, Wylie, Roth yes, Quisenberry no. MOTION CARRIED 4-1.
- b. Resolution: Proposal for office computer purchase  
Resolution to purchase replacement of 3 office computers. Motioned by Forte, supported by Rodgers. VOTE: All Aye. RESOLUTION CARRIED 5-0.

11. Closed Session:

- a. Resolution to hold a Closed Session, as permitted by the Open Meetings Act and State Statute MCL 15.238(h) regarding alleged overbilling by Independence Township for Police and Fire Services.  
Resolved by Roth, supported by Rodgers to hold a closed session to discuss the alleged overbilling by Independence Township for Police and Fire Services with the City Attorney. VOTE: All Aye. RESOLUTION CARRIED 5-0.
1. Initiate Closed Session 7:55PM
  2. Return to Open Session 8:09PM

12. Adjourn

- a. Motioned by Rodgers, supported by Roth: VOTE: All Aye. MOTION CARRIED 5-0.

Respectfully Submitted by Jonathan Smith, City Manager



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### **Draft Minutes of the July 22, 2024, Regular City Council Meeting**

1. Call to Order:

- The regular session meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:00 P.M.

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Gary Casey, Amanda Forte, Mark Lamphier, Ted Quisenberry, and Peg Roth.
- Council Members Absent: None
- Others Present: Jonathan Smith, City Manager and Sgt. John Ashley, Oakland County Sheriff
- Others Absent: Tom Ryan, City Attorney

4. Approval of Agenda:

- Motioned by Roth, supported by Forte to approve the agenda as presented. VOTE: All Aye. MOTION CARRIED 7-0

5. Public Comments:

- None

6. Sheriff's Report for June 2024

- No further comment

7. City Manager Report:

- Deer Lake Boat Launch
- Michigan Primary Election
- Green Space Beautification

- Repair of the Depot Park Raised Landscape Beds
- Possible Extension of the Bioswale Program
- City Hall Parking Lot Signage

8. Motion: Acceptance of Consent Agenda as Presented 7/22/2024

Motioned by Forte, supported by Roth to approve the Consent Agenda. VOTE: All Aye.  
MOTION CARRIED 7-0

10. **Unfinished Business:**

- a. Resolution: Proposal for a Referendum on Single Waste Hauler  
Resolved by Forte, supported by Roth that the City of the Village of Clarkston does wish to include a referendum on the November 5, 2024, Election Ballot to ask residents if they are or are-not in favor of investigating a single trash hauler or single pick-up day in the City. VOTE: Forte, Rodgers YES, Casey, Lamphier, Quisenberry, Roth and Wylie NO.  
RESOLUTION FAILS 2-5
- b. Discussion: Status of Pony Cycle Installation in Depot Park
- c. Discussion: Status of City Manager's Performance Review

10. **New Business:**

- a. Discussion: Historic District Commission Activity Report for 2024 Year-to-Date, by Michael Moon, HDC Secretary
- b. Resolution: Final Budget Amendments for the 23/24 Fiscal Year  
Resolved by Forte, supported by Roth to authorize the City Treasure to complete 23/24 FY Budget Amendments in the amount of \$15,437.86. VOTE: All Aye. RESOLUTION CARRIED 7-0

11. Motion: Adjourn Meeting at 8:29 P.M.

- a. Motioned by Roth, supported by Forte to adjourn. VOTE: All Aye. MOTION CARRIED 7-0.

Respectfully Submitted by Jonathan Smith, City Manager





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### Draft Minutes of the August 1, 2024, Special City Council Meeting

1. Call to Order:

- The special session meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 6:03 P.M.

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Gary Casey, Amanda Forte, and Peg Roth.
- Council Members Absent: Laura Rodgers, Mayor Pro Tem, Mark Lamphier, Ted Quisenberry
- Others Present: Jonathan Smith, City Manager and Tom Ryan, City Attorney
- Others Absent: Sgt. John Ashley, Oakland County Sheriff

4. Approval of Agenda:

- Motioned by Roth, supported by Forte to approve the agenda as presented. VOTE: All Aye. MOTION CARRIED 4-0.

5. Public Comments:

- None

6. **New Business:**

- a. Motion: Acceptance of Letter of Resignation from City Clerk Catherine Ashley. Motioned by Casey, supported by Forte to NOT accept Catherine Ashley's Letter of Resignation. VOTE: All Aye. MOTION CARRIED 4-0.
- b. Resolution: Establish the Office of Deputy Clerk in the City of the Village of Clarkston. Resolved by Wylie, supported by Roth to establish the office of Deputy Clerk for the City of the Village of Clarkston. VOTE: All Aye. RESOLUTION CARRIED 4-0.

- c. Resolution: Deputy City Clerk Appointment.  
Resolved by Casey, supported by Forte to appoint Evelyn Bihl to become the City's Deputy City Clerk effective immediately. VOTE: All Aye. RESOLUTION CARRIED 4-0.
  
- 7. Motion: Adjourn Meeting at 6:13 P.M.
  - a. Motioned by Roth, supported by Forte to adjourn. VOTE: All Aye. MOTION CARRIED 4-0.

Respectfully Submitted by Jonathan Smith, City Manager

# TREASURER'S REPORT FOR CITY COUNCIL MEETING:

8/12/2024

## Treasurer's Report:

### I. Disbursements from 07/01/2024 - 07/31/2024

101 General Fund	\$	55,495.00
202 Major Streets	\$	-
203 Local Street	\$	-
220 Mill Pond Lake	\$	329.64
231 Parking Meter Fund	\$	27,936.47
236 Friends of Depot Park	\$	2,672.94
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	14,533.20
590 Sewer Fund	\$	357.34
703 Tax Fund	\$	90,882.97
<b>Total</b>	<b>\$</b>	<b>192,207.56</b>

### II. Invoices for review and payment approval

Carlisle Wortman - 2024 Code Enforcement	\$	-
Carlisle Wortman - 2024 Building Administration	\$	1,638.73
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	240.00
HRC MS4 Permitting	\$	-
HRC Professional Services June 2024	\$	-
Tom Ryan - Professional Services (July Invoice)	\$	3,396.25
Tom Ryan - Professional Services Court (July Invoice)	\$	95.00
<b>Total</b>	<b>\$</b>	<b>5,369.98</b>

### III. Other Checks for Review

	\$	-
	\$	-
	\$	-
	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

<b>GRAND TOTAL</b>	<b>\$</b>	<b>197,577.54</b>
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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
07/01/2024	GEN	11548	INV-16530	PAGEFREEZER SOFTWARE, INC.	TECHNOLOGY/INTERNET EXPENSE	852.000	172	1,583.00
07/02/2024	GEN	11549	6/24/2024	COMCAST	TELEPHONE	850.000	172	409.01
07/02/2024	GEN	11550	11123	THOMAS J RYAN PC	LEGAL FEES	803.000	266	285.00
			11124		LEGAL FEES	803.000	266	2,755.00
				CHECK GEN 11550 TOTAL FOR FU				3,040.00
07/03/2024	GEN	11551#	C1039655	OAKLAND COUNTY TREASURER	COMPUTER SUPPORT	853.000	253	133.11
			C1039655		ASSESSING - OAKLAND COUNTY	804.000	257	8,600.00
				CHECK GEN 11551 TOTAL FOR FU				8,733.11
07/03/2024	GEN	11552	097755	HART INTERCIVIC, INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	804.00
07/03/2024	GEN	11553	358342	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	371.30
07/03/2024	GEN	11554	7/3/2024	ANN DEGEN	PARK MATERIALS	728.000	265	133.85
07/03/2024	GEN	11555	7/3/2024	CLARKSTON FIRST ROBOT TEAM R	DUES & CONFERENCES	958.000	101	100.00
07/05/2024	GEN	11556	INV02204	SOUTHEAST MI COUNCIL OF GOVE	DUES & CONFERENCES	958.000	101	924.00
07/05/2024	GEN	11557	6/30/2024	PEGGY ROTH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	325.00
07/05/2024	GEN	11558	6/30/2024	ERIC HAVEN	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	1,171.73
07/05/2024	GEN	11559	6/30/2024	SUE WYLIE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	2,016.29
07/05/2024	GEN	11560	6/30/2024	GARY CASEY	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	500.00
07/05/2024	GEN	11561	6/30/2024	THEODORE QUISENBERRY	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	350.00
07/05/2024	GEN	11562	6/30/2024	BRUCE FULLER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	150.00
07/05/2024	GEN	11563	6/30/2024	LAURA RODGERS	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	500.00
07/05/2024	GEN	11564	6/30/2024	MARK LAMPHIER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	450.00
07/05/2024	GEN	11565	6/30/2024	AMANDA FORTE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	101	525.00
07/15/2024	GEN	11566*#	6/30/2024	ELAN FINANCIAL SERVICES	MISC EXPENSE	955.000	101	199.00
			6/30/2024		POSTAGE	727.001	172	325.00
			6/30/2024		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	168.54
			6/30/2024		TECHNOLOGY/INTERNET EXPENSE	852.000	172	21.19
			6/30/2024		DUES & CONFERENCES	958.000	172	1,044.22
			6/30/2024		DUES & CONFERENCES	958.000	253	295.00

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
			6/30/2024		POSTAGE	727.001	262	274.35
			6/30/2024		SUPPLIES-VH BUILDING	726.004	265	149.99
			6/30/2024		PARK MATERIALS	728.000	265	56.13
			6/30/2024		DPW SUPPLIES	726.000	441	158.00
			6/30/2024		MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	31.87
					CHECK GEN 11566 TOTAL FOR FU			2,723.29
07/15/2024	GEN	11567	200035198081	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,703.88
07/15/2024	GEN	11568	241910030376	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	490.12
07/16/2024	GEN	11569	7/24/2024	DTE ENERGY	DETROIT EDISON-VH	920.000	265	24.91
			7/24/2024		DETROIT EDISON-VH	920.000	265	213.46
			7/24/2024		DTE UPPER PARKING LOT	923.000	265	8.49
			7/24/2024		DTE UPPER PARKING LOT	923.000	265	137.12
			7/24/2024		DTE UPPER PARKING LOT	923.000	265	20.37
			7/24/2024		DTE DEPOT PARK	923.001	265	37.82
					CHECK GEN 11569 TOTAL FOR FU			442.17
07/17/2024	GEN	11570	80640	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	75.80
07/17/2024	GEN	11571	2174646	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	24.59
07/17/2024	GEN	11572	204034239096	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	22.51
07/17/2024	GEN	11573	62957313	J.C. EHRLICH	VH - BLDG MAINT	931.000	265	56.06
07/17/2024	GEN	11574	7/1/2024	MICHIGAN ASSOCIATION OF PLAN	PLANNING COMMISSION	958.000	701	65.00
07/17/2024	GEN	11575	C1041685	OAKLAND COUNTY TREASURER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	1,107.26
07/17/2024	GEN	11576	5069721183	RICOH USA, INC	SUPPLIES	726.000	172	340.64
07/17/2024	GEN	11577	74833	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	281.05
			74834		VEHICLES - GAS & OIL	862.000	446	329.17
					CHECK GEN 11577 TOTAL FOR FU			610.22
07/17/2024	GEN	11578	2174645	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,638.73
07/17/2024	GEN	11579	6/30/2024	GREAT LAKES ACE HARDWARE	PARK MATERIALS	728.000	265	59.67
07/17/2024	GEN	11580	7/1/2024	PROTECH	DUES & CONFERENCES	958.000	101	116.00
07/17/2024	GEN	11581	0076178-1714-8	WM CORPORATE SERVICES, INC	RUBBISH COLLECTION	818.000	265	571.27
07/22/2024	GEN	11583	80757	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	189.50

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
07/22/2024	GEN	11584	155045	BS&A SOFTWARE	COMPUTER SUPPORT	853.000	253	2,541.00
07/22/2024	GEN	11585	209174318	COMCAST	TELEPHONE	850.000	172	337.83
07/22/2024	GEN	11586	4917	CLINTON RIVER WATERSHED COUN	CLINTON RIVER WATERSHED EXPENSES	956.002	569	380.00
07/22/2024	GEN	11587	2523	CUSTOM SPORTS AND APPAREL	PHYSICAL EXPENSES	713.000	441	494.00
07/23/2024	GEN	11589	5030625079	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65
07/25/2024	GEN	11590	0218740	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	701	769.46
			0218741		ENGINEERING SERVICES	810.001	701	627.76
				CHECK GEN 11590 TOTAL FOR FU				1,397.22
07/25/2024	GEN	11591	048-00029-001	CHARTER TOWNSHIP OF INDEPEND	SEWER & WATER-VH	924.000	265	53.35
07/25/2024	GEN	11592	6006878107	STAPLES	SUPPLIES	726.000	172	193.77
07/25/2024	GEN	11593	3575207	MML LIABILITY AND PROPERTY P	PROPERTY INSURANCE	961.001	267	1,225.00
			3575207		ERRORS & OMISSIONS INSURANCE	961.002	267	7,423.00
			3575207		GENERAL LIABILITY INSURANCE	961.003	267	3,236.00
			3575207		PROPERTY INSURANCE-OPEN SPACES	961.004	267	1,003.00
			3575207		EQUIPMENT INSURANCE	961.005	267	3,346.00
				CHECK GEN 11593 TOTAL FOR FU				16,233.00
07/29/2024	GEN	11594	16671	CHAMBERLAIN PONY RIDE	SUPPLIES	726.000	248	260.00
07/30/2024	GEN	11595	7/31/2024	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	260.00
07/30/2024	GEN	11596	7/31/2024	JEFF SHAFER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	195.00
07/30/2024	GEN	11597	6007270656	STAPLES	SUPPLIES	726.000	172	104.18
07/30/2024	GEN	11598	7/31/2024	KRISTINA WELSH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	520.00
				Total for fund 101 GENERAL				55,495.00

08/05/2024 04:25 PM  
User: TREASURER2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 220 MILL POND LAKE IMPROVEMENT FUND								
07/03/2024	MILL	280	3904	LAKE PRO, INC. - COMPLETE H2 WEED CONTROL - MILL POND MAINT		813.000	265	298.70
07/30/2024	MILL	281	3996	LAKE PRO, INC. - COMPLETE H2 WEED CONTROL - MILL POND MAINT		813.000	265	30.94
Total for fund 220 MILL POND LAKE IMPROVEMENT								329.64

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 CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
07/03/2024	PARK	1279	069439	TRAFFIC & SAFETY CONTROL SYS	PHONE EQUIPMENT	760.000	172	50.00
07/03/2024	PARK	1280	IRIS0000136817	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
			IRIS0000136818		MISC EXPENSE	955.000	172	55.00
				CHECK PARK 1280 TOTAL FOR FU				110.00
07/03/2024	PARK	1281	240604	PRECISION CONCRETE, INC	SIDEWALK REPLACEMENT	759.000	172	27,229.40
07/16/2024	PARK	1282	INV-1046732	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	284.40
			INV-1046913		MISC EXPENSE	955.000	172	194.25
				CHECK PARK 1282 TOTAL FOR FU				478.65
07/24/2024	PARK	1283	7/24/2024	T-MOBILE	PHONE EQUIPMENT	760.000	172	68.42
				Total for fund 231 PARKING METER FUND				27,936.47



08/05/2024 04:25 PM  
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CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 236 FRIENDS OF DEPOT PARK								
07/15/2024	FODP	1041	6/30/2024	ELAN FINANCIAL SERVICES	BENCH MEMORIAL	955.010	172	1,389.97
07/18/2024	FODP	1042	103397	RAY WIEGAND'S NURSERY	TREE MEMORIAL	955.011	172	1,282.97
Total for fund 236 FRIENDS OF DEPOT PARK								2,672.94

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
07/15/2024	GEN	11566*#	6/30/2024	ELAN FINANCIAL SERVICES	STREET SIGNS & POSTS	819.000	446	2,894.16
			6/30/2024		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	189.04
				CHECK GEN 11566 TOTAL FOR FU				<u>3,083.20</u>
07/17/2024	GEN	11582	INV9115VC3	VC3 INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	3,230.00
07/22/2024	GEN	11588	4002	DISTINCTIVE LANSCAPES	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	8,220.00
				Total for fund 401 CAPITAL PROJECT FUND				14,533.20

08/05/2024 04:25 PM  
User: TREASURER2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 07/01/2024 - 07/31/2024

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
07/15/2024	SEWER	2148	6/30/2024	ELAN FINANCIAL SERVICES	POSTAGE	727.001	536	286.20
07/24/2024	SEWER	2149	CIN-0000207	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	71.14
Total for fund 590 SEWER								357.34

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
07/25/2024	TAX	909(E)	7/23/2024	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	28,381.47
07/25/2024	TAX	910(E)	7/23/2024	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	45,415.86
07/25/2024	TAX	911(E)	7/23/2024	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	17,085.64
					Total for fund 703 TAX			90,882.97
TOTAL - ALL FUNDS							192,207.56	

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

*Code Enforcement Services Division*

**TIN# 38-298-9393**

**INVOICE**

Jonathan Smith, City Mgr.  
City of the Village of Clarkston  
375 Depot Street  
Clarkston, MI 48346

Invoice No. 2175055  
Client No.: 1035  
Date: 08/06/24  
Period End: 7/31/2024

Building Administration

7/1/2024 SW Monthly Retainer

2024 Monthly Retainer = \$1,638.73

**SUBTOTAL DUE THIS INVOICE**

**\$1,638.73**



# Carlisle | Wortman

ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

## INVOICE

Jonathan Smith, City Mgr.  
The City of the Village of Clarkston  
375 Depot Road  
Clarkston, MI 48346

Invoice No. 2174820  
Client No.: 273  
Date: 08/02/24  
Period End: 7/31/2024

### Planning Consultation

7/17/2024	BC	Reviewed Rudys sign and emailed Planning Commission Chair	1.00 @ 125.00/hr =	125.00
7/31/2024	MR	Research & reply to email re: Rudy's Market project final approvals to open.	1.00 @ 115.00/hr =	115.00

**AMOUNT DUE THIS INVOICE:**

\$240.00

101-701-811-000

**Thomas J. Ryan, P.C.**

2055 Orchard Lake Road  
Sylvan Lake, MI 48320

Invoice submitted to:  
Jonathan Smith  
City Manager  
City of the Village of Clarkston  
375 Depot Road  
Clarkston, MI 48346

August 1, 2024

Invoice #11127

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/2/2024 Review correspondence from City Manager re: tree ordinance and proposed agenda; Correspondence to City Manager re: tree ordinance and agenda	1.00 95.00/hr	95.00
Review new lawsuit filed in Oakland County Circuit Court re: HDC charter amendment and attachments	1.00 95.00/hr	95.00
Review correspondence from City Manager re: cover letter, petitions and charter amendment language	1.50 95.00/hr	142.50
7/3/2024 Review correspondences from City Manager re: charter amendment; filing deadline for city council	0.50 95.00/hr	47.50
Review copy of actual petition with language for charter amendment; Phone call to City Manager; Phone call to Attorney General	2.00 95.00/hr	190.00
7/5/2024 Review correspondence from Mrs. Bisio re: 6/21/24 FOIA - additional request	0.50 95.00/hr	47.50
7/8/2024 Review council packet for 7/8/24 council meeting	0.50 95.00/hr	47.50
Review correspondence from City Manager re: 7/4/24 FOIA request by Mrs. Bisio	0.50 95.00/hr	47.50
Review FOIA request from City Manager to Mrs. Bisio re: Treasurer Bond	1.00 95.00/hr	95.00
Attend City Council meeting	2.25 95.00/hr	213.75
Phone call from Mr. Kelly; Phone call to City Manager; Review correspondence from City Manager re: charter amendment; Preparation of Resolution and Attorney Client Privilege Memo re: Independence Township	4.00 95.00/hr	380.00

	<u>Hrs/Rate</u>	<u>Amount</u>
Police & Fire Overbilling; Preparation of Memo to City Council re: charter amendment		
7/9/2024 Correspondence to Mr. Young re: 6/21/24 and 7/4/24 FOIA request	0.50 95.00/hr	47.50
Phone call to Independence Township Attorney, Dan Kelly, re: City's acceptance of Township's offer ; Correspondence to Mr. Kelly re: City's acceptance; Review correspondence from City Manager re: phone call with Township Supervisor	1.00 95.00/hr	95.00
Phone call to Independence Township attorney, Mr. Kelly, re: City's acceptance of Township's offer; Correspondence to Mr. Kelly re: City's acceptance; Review correspondence from City Manager re: phone conference with Township Supervisor	1.00 95.00/hr	95.00
7/10/2024 Phone call to Mr. Young; Phone call to City Manager re: 6/21/24 & 7/4/24 FOIA requests from Mrs. Bisio	1.00 95.00/hr	95.00
7/11/2024 Review response from City Manager re: clerk resume	0.50 95.00/hr	47.50
Phone call to/from City Manager re: response to Mrs. Bisio's FOIA request re: City Clerk	1.50 95.00/hr	142.50
Phone call to/from City Manager re: response to Mrs. Bisio's 7/4/24 supplemental FOIA request re: City Clerk	1.50 95.00/hr	142.50
7/12/2024 Letter to Ms. Gierhart and Mr. Elworth re: Petition for Charter Amendment for review and approval by Governor; copy to City Manager and City Clerk	1.00 95.00/hr	95.00
7/15/2024 Correspondence to City Clerk by Mr. Bisio re: status of canvassing of signatures	0.50 95.00/hr	NO CHARGE
7/18/2024 Response of City Attorney to FOIA Request by Mr. Pardee 7/26/24 to City Manager re: City Manager performance review	0.50 95.00/hr	47.50
Review correspondence from Mr. Bisio re: canvass of signatures; Review correspondence from City Clerk;	0.50 95.00/hr	47.50
7/19/2024 Correspondence to City Clerk re: send information to Mr. Bisio re: status of canvass and petitions	0.50 95.00/hr	NO CHARGE
7/22/2024 Review two (2) correspondences from Mr. Bisio re: letter to City Council; Correspondence to Mr. Bisio	0.50 95.00/hr	47.50
Review correspondence from City Clerk to Mr. Bisio re: petition process	0.50 95.00/hr	47.50
Phone call from City Manager re: miscellaneous city matters	0.50 95.00/hr	47.50



	<u>Hrs/Rate</u>	<u>Amount</u>
7/23/2024 Review FOIA response from City Manager re: Mr. Pardee's 7/16/24 FOIA request regarding credit card information	0.50 95.00/hr	47.50
Phone call from City Manager re: miscellaneous city matters	0.50 95.00/hr	47.50
Review amendment and attachments re: HDC lawsuit	1.00 95.00/hr	95.00
Review City Council packet for 7/23/24 meeting	0.50 95.00/hr	NO CHARGE
7/24/2024 Review correspondence from Mr. Bisio re: lawsuit; filing Acceptance of Service for the City with Oakland County Circuit Court and motion for order to show cause	0.50 95.00/hr	47.50
7/25/2024 Meeting at City Hall re: Attorney Client Privilege matter - FOIA support for City	3.00 95.00/hr	285.00
7/26/2024 Preparation of two documents for City Clerk re: charter amendment lawsuit	0.50 95.00/hr	47.50
Correspondence to/from Mr. Bisio re: order to show cause or conditions to dismiss lawsuit re: charter amendment lawsuit	1.00 95.00/hr	95.00
7/27/2024 Review correspondence from Mr. Bisio re: deferring filing of motion and order to show cause	0.50 95.00/hr	NO CHARGE
7/29/2024 Review correspondence from Mr. Bisio re: change of requirements to dismiss lawsuit with clerk's certification	0.50 95.00/hr	47.50
7/30/2024 Review correspondence from City re: special city council meeting for 8/1/24; Phone calls with City Manager	1.00 95.00/hr	NO CHARGE
7/31/2024 Review two (2) correspondences from Mr. Bisio re: lawsuit and phone call to Mr. Bisio re: certification with city clerk; agreement to extend filing certification to 8/5/24 with Oakland County; Phone calls with City Manager re: election and assistance in setting a special city council meeting for 8/1/24; Preparation of certification documents	3.00 95.00/hr	285.00
<b>For professional services rendered</b>	<b>38.75</b>	<b>\$3,396.25</b>
<b>Previous balance</b>		<b>\$2,755.00</b>
Accounts receivable transactions		
7/9/2024 Payment - Thank YouNo. 11550		(\$2,755.00)
<b>Total payments and adjustments</b>		<b>(\$2,755.00)</b>

Balance due

Amount

\$3,396.25

101-266-803-000

J.S.C. \$

Thomas J. Ryan, P.C.

2055 Orchard Lake Road  
Sylvan Lake, MI 48320

Invoice submitted to:  
Jonathan Smith  
City Manager  
375 Depot Road  
Clarkston, MI 48346

August 1, 2024

In Reference To: Clarkston Court/Prosecution  
Invoice #11126

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/8/2024 Review correspondence from 52/2 District Court re: Notice to Appear - Clarkston v Schneider	0.50 95.00/hr	47.50
7/9/2024 Phone call from attorney, Mr. Friedman re: Clarkston v Schneider	0.50 95.00/hr	47.50
<b>For professional services rendered</b>	<u>1.00</u>	<u>\$95.00</u>
<b>Previous balance</b>		\$285.00
Accounts receivable transactions		
7/9/2024 Payment - Thank You No. 11550		<u>(\$285.00)</u>
<b>Total payments and adjustments</b>		<u>(\$285.00)</u>
<b>Balance due</b>		<u>\$95.00</u>

\$95.00

101-266-803-000

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Motion - Reconsideration of August 1st Motion to NOT Accept Catherine Ashley's Resignation

City Clerk Catherine Ashley announced her intention to resign (see attached letter) effective Wednesday, July 31, 2024.

In a Special City Council Meeting on August 1, 2024, Council voted to NOT accept Ms. Ashley's resignation even though it is uncertain when (or even if) she will return.

Susbequent to this action, while preparing for the August 6th election, it became clear that by not accepting the resignation, the ability for the Deputy Clerk or City Manager to fulfill the Clerk's responsibilities in her absence was greatly limited.

In light of this information, Councilmember Gary Casey has asked that the Council reconsider the August 1, 2024 decision to NOT accept the Clerk's resignation.

Motioned by Gary Casey and Seconded by \_\_\_\_\_ to reconsider the August 1, 2024 decision to NOT accept the Clerk's resignation

Casey	Forte	Lamphier	Quisenberry	Rodgers	Roth	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain
<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Motion is Adopted

Motion is Defeated

\_\_\_\_\_  
Jonathan Smith, City Manager

August 12, 2024

\_\_\_\_\_  
Date

REVISED  
8/1/24

July 31, 2024

Jonathan Smith, City Manager  
City of the Village of Clarkston  
375 Depot Road  
Clarkston, MI 48346

Dear Jonathan—

It is with profound disappointment that I submit my letter of resignation, 17 days since I became clerk for the City of the Village of Clarkston, July 1, 2024.

Although I am capable of fulfilling the duties—and find my coworkers helpful, generous and considerate, as well as many of the residents—I can no longer tolerate those within the community who unfairly accuse me of wrongdoing, impede my work, and file frivolous lawsuits against me (the first being on my 12th day of employment).

I take great pride in my abilities and my commitment to do the best job that I can, but when the bulk of the job becomes bombardment by a small faction whose aim is to create an inhospitable workplace, this is a part time position at \$20 an hour simply it is not enough compensation. Frankly, it would be difficult to name an appropriate wage for enduring repeated emotional harassment from unfriendly actors who willingly choose to weaponize the FOIA process (including filing at times selected to wreak the most havoc on the small staff) to bully a brand new clerk and a community they seem to loathe, rather than share their supposed expertise.

Jonathan, Evelyn and Greg, thank you for the warm welcome and assistance you provided as I learned the ropes. I had looked forward to working with you and being a member of the team, until I didn't, through no cause of your own. Jonathan, I suggest you reprioritize city spending to bring in someone dedicated to answering FOIAs and legal filings in an effort to alleviate your staff of the incessant negative behavior and lingering burden, before the whole staff leaves. You all should be able to serve the entire community, not just those intent on intimidation and impeding legitimate work, whose sole desire is to sow chaos. It is well past time to charge for FOIAs, as these fishing expeditions cost each and every Clarkston taxpayer.

Council, it's time to support your employees. There is a lot of time and training that involves a clerk especially for an Election. If council is willing to look at solution to relieve the burden on the clerk, I would be willing to have a conversation about coming back as the Clerk.

Finally, I hope that this community will come together to show the next clerk the support I did not have the good fortune of feeling beyond the city's small staff and the kinder residents of Clarkston. Clarkston is a special place, and not the devious one its critics purport it to be.

Thank you,



Catherine Ashley

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Motion - Acceptance of Catherine Ashley's Resignation

City Clerk Catherine Ashley announced her intention to resign (see attached letter) effective Wednesday, July 31, 2024.

A search for a replacement will begin immediately.

Motioned by \_\_\_\_\_ and Seconded by \_\_\_\_\_ to accept Catherine Ashley's Letter of Resignation.

Casey	Forte	Lamphier	Quisenberry	Rodgers	Roth	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain
<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Motion is Adopted

Motion is Defeated

\_\_\_\_\_  
Jonathan Smith, City Manager

\_\_\_\_\_  
August 12, 2024

Date

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - City Office Copy Machine Lease Renewal

**WHEREAS**, the 5-year lease agreement for the current office copier/printer/scanner has expired and a new machine is needed due to steadily decreasing copy quality, and;

**WHEREAS**, the City Staff obtained quotes from three lessors of copy machines, including the current lessor Ricoh USA, Inc. (see attached analysis), and;

**WHEREAS**, after a full comparison of the three quotes and acknowledgement that the current Ricoh brand equipment has worked extremely well, it is recommended that the City renew the current agreement with Ricoh USA, Inc., and;

**WHEREAS**, only the Ricoh proposal included removal/disposal of the current equipment, and;

**NOW, THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes the City Manager to facilitate a Lease Agreement renewal with Ricoh USA, LLC. for a new office copier/printer/scanner at a cost of \$86.97/month plus \$.0085/Black & White page plus \$0.049/Color Page funded through the Ricoh Copier Lease budget account (#101-172-941.000). These prices represent a significant reduction from the current prices.

Casey	Forte	Lamphier	Quisenberry	Rodgers	Roth	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain
<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Resolution is Adopted

Resolution is Defeated

\_\_\_\_\_  
Jonathan Smith, City Manager

\_\_\_\_\_  
August 12, 2024

\_\_\_\_\_  
Date

## City of the Village of Clarkston - Bid Comparison

Subject: Office Copier/Printer/Scanner

Quote#	Supplier Name	Quoted Monthly Lease	Per Printed Page Cost		Specifications
			Black & White	Color	
1	Ricoh USA	\$86.97	\$0.0085	\$0.0490	Five Year (60 month) of a high-volume commercial copier, printer and scanner for use in the City office.
2	Toshiba	\$126.89	\$0.0095	\$0.0490	
3	Applied Innovation	\$82.21	\$0.0130	\$0.0760	
Memo:	Current Ricoh Lease	\$202.65	\$0.0209	\$0.1670	

August 12, 2024

Recommended Supplier





**ORDER AGREEMENT**

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION	
Customer Legal Name: VILLAGE OF CLARKSTON CITY OF	
Address Line 1: 375 DEPOT RD Address Line 2: City: CLARKSTON ST/Zip: MI/48346-1418	County: OAKLAND  Contact: Greg Cote Phone: (248) 625-1559 E-mail: coteg@villageofclarkston.org Fax:

Check all that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> PO Included PO#   | <input type="checkbox"/> TS PO# (if applicable)                                     |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)        | <input type="checkbox"/> Add to Existing Service Contract #                         |
| <input type="checkbox"/> Syndication   | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> Months |
| <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |   |
| <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |   |

SERVICE INFORMATION	
SERVICE BILL TO INFORMATION	
Customer Legal Name: VILLAGE OF CLARKSTON CITY OF	
Address Line 1: 375 DEPOT RD Address Line 2: City: CLARKSTON ST/Zip: MI/48346-1418	County: OAKLAND  Contact: Greg Cote Phone: (248) 625-1559 E-mail: coteg@villageofclarkston.org Fax:

SHIP TO / PRODUCT INFORMATION									
Product Description	QTY	Service Level	11 x 17	B/W Allowance <small>QUARTERLY</small>	B/W Ovg	Color Allowance <small>QUARTERLY</small>	Color Ovg	Service Base <small>QUARTERLY</small>	Ship To / Equipment Address Contact Info
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.0085	0	0.049	\$0.00	375 DEPOT RD CLARKSTON, MI 48346-1418 OAKLAND Greg Cote (248) 625-1559 coteg@villageofclarkston.org

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION		
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Ship To / Equipment Address Contact Info
TS NETWORK & SCAN CONNECT - SEG BC2	1	CITY OF VILLAGE OF CLARKSTON 375 DEPOT RD  CLARKSTON, MI 48346-1418

RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1	CITY OF VILLAGE OF CLARKSTON 375 DEPOT RD CLARKSTON, MI 48346-1418
--	---	--

ORDER TOTALS		
<i>Service Type Offerings:</i>	<b>Product Total:</b>	
<b>Gold:</b> Includes all supplies and staples. Excludes paper. <b>Silver:</b> Includes all supplies. Excludes paper and staples. <b>Bronze:</b> Parts and labor only. Excludes paper, staples, and supplies.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
	<b>Buyout After Promotions:</b>	
	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions: <i>Insert ANY additional provisions here</i></b>		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature:	Authorized Signature:
Printed Name: Greg Cote	Printed Name:
Title:	Title:
Date	Date

Initials

**Terminology to Know**

**Large Paper Metering (Single vs Double)**

- Single: Each 11 x 17 copy counts as one click or meter
- Double: Each 11 x 17 copy counts as two clicks or meters

**Service Term (Fixed Term)**

- The length of time (in months) that the Service pricing is static or fixed.

**Post Term Escalation**

- The rate at which the Service pricing will increase after the fixed or initial Service Term. Example: if your fixed Service Term is 36 months, the rate will escalate on an annual basis starting at the first month after the end of the fixed term (month 37).

**Allowance**

- The number of output pages (copies, fax pages, or prints) that are included in the base payment (Base Price).

**Base Price**

- Recurring charge for Services contract.

**Base Billing Frequency**

- How often Customer will receive an invoice for the Service Base Billing amount.

**Overage Billing Frequency**

- How often Customer will receive an invoice for any output pages in excess of the included Allowance.

**B&W Overage Rate**

- The per click potential cost relative to Black & White meters over and above the number of the applicable Allowance. If “0” is the Allowance, then the B&W Overage Rate will be applied to all Black & White copies.

**Color Overage Rate**

The per click potential cost relative to Color meters over and above the number of the applicable Allowance. If “0” is the Allowance, then the Color Overage Rate will be applied to all Color copies.

**Terms and Conditions for Order Agreement**

These Terms and Conditions for Order Agreement (together with the Order (defined below), the “Agreement”) set forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the “Order”) to the “Customer” identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

**Terms applicable to Service transactions only:**

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer’s failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer’s specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer’s site, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of

termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24<sup>th</sup>) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter

reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh (“Professional Services”) by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer’s location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh’s performance of the Professional Services is dependent upon Customer’s timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to “360 degree” service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available “on site” for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh’s trained customer replaceable units program (“TCRU Program”), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh’s remote, self-service support tools (which are available at [www.My.Ricoh-USA.com](http://www.My.Ricoh-USA.com), or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer’s behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers’ compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

**Terms applicable to Product sale transactions only:**

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer’s failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**Terms applicable to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoch Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoch Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoch Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoch Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoch Equipment, or (d) the Ricoch Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOCH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to

supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.





Ricoh USA, Inc.  
 300 Eagleview Blvd  
 Suite 200  
 Exton, PA 19341

# Master Lease Agreement

Number: MLA34424064

## CUSTOMER INFORMATION

Full Legal Name VILLAGE OF CLARKSTON CITY OF				
Address 375 DEPOT RD				
City CLARKSTON	State MI	Zip 48346-1418	Contact Greg Cote	Telephone Number (248) 625-1559
Federal Tax ID Number* 00-0000000 <small>(Do Not Insert Social Security Number)</small>	Facsimile Number		E-mail Address coteg@villageofclarkston.org	

\*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are

- required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
  7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
  8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
  9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
  10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
  11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
  12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
  13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request. You hereby represent, warrant, and covenant that you are and shall remain in compliance with all laws, rules, regulations, and orders applicable to you, including U.S. economic and trade sanctions and anti-corruption, anti-bribery, anti-money laundering, and anti-terrorism laws.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
  - Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal

period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made.

The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

\_\_\_\_\_  
Initials

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p><b>CUSTOMER</b></p> <p>By: <u>X</u> _____ Authorized Signer Signature</p> <p>Printed Name: <u>Greg Cote</u></p> <p>Title: _____ Date: _____</p>	<p>Accepted by: <b>RICOH USA, INC.</b></p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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Ricoh USA, Inc.  
 300 Eagleview Blvd  
 Suite 200  
 Exton, PA 19341

## Product Schedule

Product Schedule Number:  
 Master Lease Agreement Number: **MLA34424064**

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and VILLAGE OF CLARKSTON CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

VILLAGE OF CLARKSTON CITY OF				Greg Cote			
Customer (Bill To)				Billing Contact Name			
375 DEPOT RD				375 DEPOT RD			
Product Location Address				Billing Address (if different from location address)			
CLARKSTON	OAKLAND	MI	48346-1418	CLARKSTON	OAKLAND	MI	48346-1418
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (248) 625-1559		Billing Contact Facsimile Number		Billing Contact E-Mail Address cote@villageofclarkston.org			

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	375 DEPOT RD, CLARKSTON, MI, 48346-1418, US

### PAYMENT SCHEDULE

<table border="1"> <tr> <th>Minimum Term (months)</th> </tr> <tr> <td>60</td> </tr> </table>	Minimum Term (months)	60	<table border="1"> <tr> <th>Minimum Payment (Without Tax)</th> </tr> <tr> <td>\$86.97</td> </tr> </table>	Minimum Payment (Without Tax)	\$86.97	<table border="1"> <tr> <th>Minimum Payment Billing Frequency</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Monthly  <input type="checkbox"/> Quarterly  <input type="checkbox"/> Other: ____                 </td> </tr> </table>	Minimum Payment Billing Frequency	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: ____	<table border="1"> <tr> <th>Advance Payment</th> </tr> <tr> <td> <input type="checkbox"/> 1<sup>st</sup> Payment  <input type="checkbox"/> 1<sup>st</sup> &amp; Last Payment  <input type="checkbox"/> Other: _____                 </td> </tr> </table>	Advance Payment	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____
Minimum Term (months)											
60											
Minimum Payment (Without Tax)											
\$86.97											
Minimum Payment Billing Frequency											
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: ____											
Advance Payment											
<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____											

Sales Tax Exempt:  YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached:  YES (check if yes and indicate total number of pages: )

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are:

(a)

Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <b>X</b> _____ Authorized Signer Signature Greg Cote Printed Name: _____ _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
--	---

**Certificate Of Completion**

Envelope Id: DB852AB0520B4DD482B2845FD4DEF329	Status: Delivered
Subject: Ricoh Docs for VILLAGE OF CLARKSTON CITY OF to Review & Sign (Quote 34424064)	
Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ricoh DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 6117
	Macon, GA 31208
	RicohDocuSign@Ricoh-usa.com
	IP Address: 52.2.226.144

**Record Tracking**

Status: Original	Holder: Ricoh DocuSign	Location: DocuSign
8/1/2024 10:00:27 AM	RicohDocuSign@Ricoh-usa.com	

Signer Events	Signature	Timestamp
Greg Cote coteg@villageofclarkston.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/1/2024 10:43:24 AM ID: 97fd8e05-5e7c-4dd7-992c-6926358367d3		Sent: 8/1/2024 10:00:30 AM Viewed: 8/1/2024 10:43:24 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Signorello Tiffany Yu tiffany.signorello@ricoh-usa.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/1/2024 10:00:30 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2024 10:00:30 AM
Certified Delivered	Security Checked	8/1/2024 10:43:24 AM

Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure**



## **CONSUMER DISCLOSURE**

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact RICOH USA Inc.**

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

**To withdraw your consent with RICOH USA Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

DATE ~~2-20-24~~  
26.

• *Your organization can be a complex thing, your print environment doesn't have to be.*

**TOSHIBA**  
BUSINESS SOLUTIONS



# Proposed Solution

---

Flagship eStudio 2525	\$126.89
Benefits:	
Return equipment back to leasing company at no cost to you (\$500 value)	
Refresh the technology to latest/greatest	
Soft Close Drawers Security Enhancements 50 sheet stapler Built In Optical Character Recognition OCR (convert to editable files like Word, create Searchable PDFs, etc on the fly)	
Envelope Drawer-optional	\$6/mo
Large Capacity feeder 2000 pages-optional	\$10/mo
Overages black = \$0.0095 & color = \$0.049	

John Drury

\$156M

# Proposal

PRESENTED TO:

Village of Clarkston

REP CONTACT:

Dennis Drury

Account Manager

(248) 880-0940

[ddrury@appliedinnovation.com](mailto:ddrury@appliedinnovation.com)

02/01/2024

**APPLIED**  
INNOVATION

# **FIRST CLASS SERVICE**

## **Streamlined Invoicing //**

Receiving multiple invoices for products & services can be complicated & often times, an Accounts Payable nightmare. With Applied Imaging, you'll receive **ONE** single invoice for all services & solutions, which takes the stress out of paying bills.

## **Personalized Customer Service Experience //**

When you call a customer service number, the last thing you want is to be greeted by a directory & wait to hear the available options to speak with someone & long wait times. You want service immediately. We're pleased to share that we have a **LOCAL** Customer Loyalty Center, located in our Grand Rapids headquarters. Rest assured your call will be answered by a **LIVE** specialist for all your service & supply requests, which minimizes any frustration & call transfers.

(800) 521-0983 | [callcenter@appliedimaging.com](mailto:callcenter@appliedimaging.com)

## **GPS Tracking of Service Vehicles //**

Curious where your service technician is & estimated time of arrival? Our Applied Imaging fleet is equipped with state-of-the-art GPS tracking devices & the Customer Loyalty Center can inform you of locations in real time to prioritize requests.

## **Hassle-Free Meter Readings //**

Manually reporting your copier or printer meters is a thing of the past! Each new installed & networked device will come with Applied Imaging's meter reading software. This allows us to quickly & efficiently obtain your meters so you can save time & money associated with managing your device.

## **Automatic Toner Replenishment //**

When your copier or printer is out of toner, it can be a real burden to productivity. Auto supply replenishment is an option that is available to you upon request. For those that prefer to control the amount that is sent, you can still order your own toner through the Customer Loyalty Center or our Customer Portal online.

## **Removal of Current Fleet //**

Old gear taking up room at your organization? Applied Imaging will pick up & remove of any printer, fax, and/or copier not covered under a contract that requires removal from the facility.

## **Total Solution Provider //**

We offer end-to-end document solutions for your business - from output, workflow, storage, management, security & destruction. Trust one company for all your business needs.

The logo for ALINK, featuring the word "ALINK" in a bold, sans-serif font. The letters are white and set against a dark, rectangular background with a subtle grid pattern. The background is part of a larger graphic element that looks like a stylized arrow or a series of connected shapes pointing downwards.

**OUR 24/7 ONLINE  
CUSTOMER PORTAL**

[Pay Invoices](#) // [Request Service](#) // [Order Supplies](#) // [Submit Meters](#) // [Recycle Toner](#) // [How to Videos](#)

## RICOH IM C2510 with Internal Finisher: PROPOSED COST

*capitized*

- 60 Month Payment: \$82.21/month
- Purchase: \$3,558.32
  
- Black Prints @ \$0.013 per print
- Color Prints @ \$0.076 per print

**Monthly Cost of Operation: \$82.21/month**

**Includes:**

**Delivery, Install and Training for new Ricoh IM C2510  
Internal Finisher: 50 page staple capacity  
Scan/Print/Copy/Color**

## NEXT STEPS

---

02/01/2024

Proposal

07/16/2024

Execute Documents

TBD

Implementation

## CONTACT INFORMATION

---

**Dennis Drury**

Account Manager  
(248) 880-0940  
ddrury@appliedinnovation.com





# PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor  
Pipeline Inspection, Maintenance, Repair and Rehabilitation

## QUOTATION-GC

Independence Township  
Dave McKee  
6050 Flemings Lake Rd.  
Clarkston, MI 48346

Date: July 25, 2024  
Expiration Date: 30 Days from Submittal Date  
Project Name: Ind. Twp – Clarkston Open Cuts  
Payment Terms: Net 30–1.5% Int. Per Month Thereafter

**PIPELINE MANAGEMENT COMPANY, INC.** (hereinafter “Subcontractor” or “Pipeline”) proposes to perform the work identified in Section 1 below (hereinafter the “Project”) for the party identified as the Contractor on the signature page hereof (hereinafter the “Contractor”) in accordance with the Project’s contract documents, if provided to Subcontractor, or reasonable written direction from an authorized representative of Contractor when no Project contract documents are provided.

**Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING.** Upon receipt of this quotation signed by an authorized representative of Contractor, or, in emergency cases only, upon receipt of written authorization to proceed from an authorized representative of Contractor, Subcontractor agrees to provide all labor, materials and equipment necessary, in Subcontractor’s sole opinion, to complete the Project as more particularly described below:

No.	Description	Est. Qty./Unit		Unit Price	Extension
1.	Open Cut #1 Clarkston Main & Mill Street- 12' Repair	1	LS	\$36,444.50	\$36,444.50
2.	Open Cut #2 Clarkston Main & Depot- 12' Repair	1	LS	\$84,607.54	\$84,607.54
	Total (Note 3f)				\$121,052.04

### Project Specific Notes

1. Water will be provided at hydrant on site at no cost to PMC
2. Restoration included.
3. Spoil Removal included.
4. Disposal Included
5. Traffic Control beyond Mounted Lights and Cones Excluded
6. Flow Control / Bypass Pumping/Dewatering Included
7. Any Fee's, Permit or Permissions needed Excluded

**Section 2. STANDARD INCLUSIONS AND EXCLUSIONS.** This quotation includes the following standard proposal inclusions and exclusions.

**Proposal inclusion:**

1. One mobilization and Demobilization to the Project site.
2. Standard Confined Space Entry Practices.
3. Work will be performed Monday through Friday during normal daytime working hours unless otherwise noted.
4. Certificate of Insurance not including Primary or Non-Contributory Coverage.
5. Post Prep Video and Logs (no audio).
6. Traffic Control Devices Limited to 12 Traffic Cones and 4 Traffic Signs.
7. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
8. Cutting to be performed with industry standard hydro nozzle and or chain knockers.
9. Assumes site access by vehicles without any additional assistance.
10. Our quote is based data on logs and videos provided for bidding purposes.

**Proposal Exclusions:**

1. Traffic Control beyond that stated above.
2. Locating, modifying, excavating, or backfill of manholes.
3. Off Road access for our trucks.
4. One setup (with a reverse if necessary) per manhole run is included. If more than one set up is required because of field or pipe conditions that necessitate we terminate the prep work while we await direction, point repairs, or assessments; Pipeline will be compensated for the additional set up and tear down at mutually agreed upon prices prior to performing the additional work. If field conditions require backward cleaning or cutting, it will be the responsibility of others to alert those connected to the sewer and to secure the property from sewer backups. If Pipeline is required to clean, backward cut or work with reduced pressures we will receive additional compensation at mutually agreed upon prices prior to work being performed.
5. By-Pass Pumping, if needed, to perform the cleaning, cutting and CCTV in an efficient manner will be provided by others. Operation of any pumping or metering stations to be performed by others. We will provide a plug for sewer runs up to 18" diameter at no cost to facilitate cleaning without bypass in high flow runs provided we receive clear written direction as to the elevation above the plug the sewage can be allowed to rise in the manhole closest to the run being cleaned. We will only consider plugging to facilitate cleaning, cutting, and CCTV if in our estimation; the plugging will allow us ample time to perform the required work on that specific run without having to release the plug more than once.
6. Water is to be provided at no cost from hydrants immediately adjacent to the work area or trucked by others to our cleaning equipment.
7. Permits, bonding or inspection fees. If a performance bond is needed add 2.5% to our pricing.
8. Disposal of debris to be provided by others at no cost to Pipeline within a 20 mile drive of the work site. Pipeline will be compensated at \$4.00 per mile for dumpsites beyond 20 miles.
9. Indoor heated parking area for our equipment when overnight temperatures can be reasonably anticipated to approach freezing.
10. Restoration.

---

**Section 3. TERMS AND CONDITIONS.** This quotation is subject to the following terms and conditions:

**a. ACCEPTANCE AND APPROVAL.** The sale of goods and/or services by Pipeline to the Contractor is subject to Contractor's acceptance of these Terms and Conditions (the "Terms and Conditions"), without modification. These Terms and Conditions are the only terms and conditions applicable to the sale of goods and/or services, except for provisions relating to price, quantity, specifications, delivery schedules and locations as set forth in Section 1 of this quotation or as elsewhere agreed to in writing by the parties. Contractor acknowledges and agrees that these Terms and Conditions are incorporated into, and are a part of each quotation, purchase order, invoice, release, requisition, work order, work acknowledgement, change order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of goods and/or services by Pipeline to the Contractor (these documents are collectively referred to as the "Agreement"). Execution of this quotation, issuance of a purchase order, or acceptance of the goods and/or services by Contractor constitutes acceptance of these Terms and Conditions. Any additional or different terms or modifications to these Terms and Conditions proposed by Contractor are expressly rejected by Pipeline and are not part of the Agreement.

**b. ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court of competent jurisdiction in Oakland

County, Michigan, which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Oakland County Michigan before a single arbitrator. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in a court of competent jurisdiction in Oakland County, Michigan.

**c. Limits of Liability.** In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability insurance, Pipeline's liability for any matter covered by such insurance will be limited to the extent of such insurance and the Contractor will indemnify, defend, and hold Pipeline harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of Pipeline's insurance coverage.

**d. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS AFFIRMATIVELY DISCLAIMED BY SUBCONTRACTOR, SUBCONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR WORKMANSHIP PROVIDED BY SUBCONTRACTOR UPON THE CONDITION THAT SAID DEFECTS ARE BROUGHT TO THE ATTENTION OF SUBCONTRACTOR IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF SUBCONTRACTOR'S WORK ON THE PROJECT; AND FURTHER PROVIDED OWNER OR CONTRACTOR AFFORDS SUBCONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION. A WARRANTY REPLACEMENT OR REPAIR SHALL NOT HAVE THE EFFECT OF EXTENDING THE WARRANTY PERIOD.**

**e. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, RELATING TO THE AGREEMENT. In case of conflict between this provision and any other provision in the Agreement as ultimately executed, this provision shall govern and prevail.

**f. UNIT PRICES APPLY.** Quantities are estimated. Unit prices apply for actual invoice and payment.

**g. INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Subcontractor may, in Subcontractor's sole discretion, require an interest charge of eighteen percent (18%) *per annum* (but in no event in excess of the maximum rate allowable by law) to be paid by Contractor on any and all amounts due and outstanding in excess of thirty (30) days. All amounts due and outstanding on any and all invoices or otherwise to Subcontractor may, in Subcontractor's sole discretion, be immediately accelerated, without notice, upon Contractor's failure to pay invoices as required and Subcontractor's work on the Project may be suspended, or cancelled at Subcontractor's sole discretion. Contractor shall reimburse Subcontractor for any and all costs and expenses (including, but not limited to, court costs, legal expenses, and actual attorneys' fees, whether by inside or outside counsel and whether or not suit is instituted) incurred in collecting or attempting to collect any amounts due and outstanding from Contractor to Subcontractor. Contractor will make monthly progress partial payments, if requested by Subcontractor, for the value of work in progress or completed, including materials secured and on site.

**h.** Prices stated are in effect for thirty days from the date of this quotation. The acceptance period may be extended at the sole option of Subcontractor.

**i. NOTICE OF COMMENCEMENT.** Pipeline shall be furnished with a Notice of Commencement within one week of this Agreement identifying the Owner's designated agent's identity and address for purposes of compliance with the applicable construction or mechanic lien statutes.

**j. FORCE MAJEURE.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, strike, embargo, pandemic, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, material shortages, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

**k. GOVERNING LAW.** This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions.

**l. COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in one or more counterparts, by the different parties to this Agreement, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Contractor and Subcontractor agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or PDF copies of signatures.

**Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.**

THIS AGREEMENT IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON CONTRACTOR'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. PIPELINE OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

**SUBCONTRACTOR:**

**Pipeline Management Company, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

Dated: \_\_\_\_\_

**CONTRACTOR:**

Independence Township  
\_\_\_\_\_

By: \_\_\_\_\_

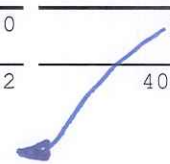
\_\_\_\_\_  
Print Name & Title

Dated: \_\_\_\_\_

This accepted quotation constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted quotation as an attachment.

Bank Code GL Number	Description	Beginning Balance 07/01/2023	Total Debits	Total Credits	Ending Balance 08/07/2024
OAKCO POOLED INVESTMENT					
101-000-017.000	INVESTMENTS <i>General</i>	173,060.17	3,367.89	112.76	176,315.30
591-000-017.000	INVESTMENTS <i>water</i>	129,731.74	25,004.96	112.76	154,623.94
	POOLED INVESTMENT	<u>302,791.91</u>	<u>28,372.85</u>	<u>225.52</u>	<u>330,939.24</u>
SEWER SEWER FUND					
590-000-001.000	CASH - CHECKING	150,036.45	341,167.98	428,449.20	62,755.23
	SEWER FUND	<u>150,036.45</u>	<u>341,167.98</u>	<u>428,449.20</u>	<u>62,755.23</u>
SEWMM SEWER MONEY MARKET					
590-000-001.001	MONEY MARKET - CHASE BANK	56,604.21	21.35	50,000.00	6,625.56
	SEWER MONEY MARKET	<u>56,604.21</u>	<u>21.35</u>	<u>50,000.00</u>	<u>6,625.56</u>
	TOTAL - ALL FUNDS	<u>509,432.57</u>	<u>369,562.18</u>	<u>478,674.72</u>	<u>400,320.03</u>

*+50,000*



CASH SUMMARY BY BANK FOR CITY OF THE VILLAGE OF CLARKSTON  
 FROM 07/01/2024 TO 08/07/2024

Bank Code GL Number	Description	Beginning Balance 07/01/2024	Total Debits	Total Credits	Ending Balance 08/07/2024
GEN GENERAL FUND					
101-000-001.000	CASH - CHECKING	131,119.02	45,243.94	85,855.64	90,507.32
202-000-001.000	CASH - CHECKING	105,351.88	13,799.57	1,734.22	117,417.23
203-000-001.000	CASH - CHECKING	68,450.05	4,797.51	914.14	72,333.42
401-000-001.000	CASH - CHECKING	(50,312.41)	0.00	14,533.20	(64,845.61)
591-000-001.000	CASH - CHECKING	53,234.03	0.00	0.00	53,234.03
	GENERAL FUND	<u>307,842.57</u>	<u>63,841.02</u>	<u>103,037.20</u>	<u>268,646.39</u>
PARK PARKING ACCOUNT					
231-000-001.000	CASH - CHECKING	104,855.03	1,047.97	30,503.73	75,399.27
	PARKING ACCOUNT	<u>104,855.03</u>	<u>1,047.97</u>	<u>30,503.73</u>	<u>75,399.27</u>
SEWER SEWER FUND					
590-000-001.000	CASH - CHECKING	123,172.03	10,928.71	71,345.51	62,755.23
	SEWER FUND	<u>123,172.03</u>	<u>10,928.71</u>	<u>71,345.51</u>	<u>62,755.23</u>
SEWMM SEWER MONEY MARKET					
590-000-001.001	MONEY MARKET - CHASE BANK	6,625.44	0.12	0.00	6,625.56
	SEWER MONEY MARKET	<u>6,625.44</u>	<u>0.12</u>	<u>0.00</u>	<u>6,625.56</u>
	TOTAL - ALL FUNDS	<u>542,495.07</u>	<u>75,817.82</u>	<u>204,886.44</u>	<u>413,426.45</u>

*+\$50,000 ←  
 currently in a  
 Chase CD earning*



PO Box 44959  
Indianapolis, IN 46244-4959



Questions?  
chase.com

1-800-242-7338

We accept operator relay calls



01093 CDN 021 001 21224 NNNNNNNNNNNN CDN3201  
CITY OF THE VILLAGE OF CLARKSTON  
375 DEPOT RD  
CLARKSTON MI 48346-1418

July 29, 2024



RECEIVED  
AUG 06 2024

**Important: Your CD is maturing soon; let's review your options**

BY: .....

Dear CITY OF THE VILLAGE OF CLARKSTON:

Thank you for banking with Chase. We want to let you know that your CD ending in 6179 will mature on 08/13/2024. Here's some information about your CD:

Term: 30 Days

Projected Value at Maturity: \$50,736.01

Annual Percentage Yield (APY): 4.55%

We'd like to share some options for your maturing CD. You'll only be able to make changes starting on 08/13/2024 through 08/23/2024.

**Meet with a banker to review your current financial goals and discuss your options**

- Our bankers are available to:
  - Review our CD rates and terms to help you select a CD that best meets your needs
  - Review other products and services we offer if your needs have changed
  - Transfer some or all of the money from your CD into another Chase account
- To schedule a meeting, please visit [chase.com/meeting](https://chase.com/meeting) or call us at 1-800-242-7338.

**If you don't want to make any changes**

Your CD will automatically renew on 08/13/2024 with a new maturity date of 09/12/2024. See additional details below. **Please note, your new term may be different.**

Term: 30 Days

Interest Compounding: Daily

Interest Payment Frequency: At Maturity

Type of Maturity: Automatically Renewable

Interest rates and APYs vary so they won't be available until your maturity date. You'll receive the rates that are in effect on 08/13/2024, which may be lower than your current rates. To learn your new rates, please call us at the number above after 08/13/2024. In the meantime, you can view our current rates at [chase.com/CDmaturity](https://chase.com/CDmaturity).

**We're ready to help**

If you have questions, please call us at the number above or visit [chase.com/CDmaturity](https://chase.com/CDmaturity). Remember, you can make changes on 08/13/2024 and through the 10-day grace period which ends 08/23/2024. Changes made after 08/23/2024 may result in an early withdrawal penalty.

Sincerely,  
Customer Service

**See back for important information**

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