

**AGENDA**  
**BOARD OF SELECTMEN**  
**June 1, 2022 AT 6:30 PM**  
**Pembroke Town Hall, Paulsen Room**

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- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
  - a. Public Works Director – Copier agreement
- IV. OLD BUSINESS:
  - a. Tax Deeds
- V. NEW BUSINESS:
  - a. Manifest/Abatements
  - b. Minutes 5/18/22
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. Non Public Session – RSA 91-A:3 II (b) Hiring
- IX. OTHER/CITIZEN COMMENT
- X. ADJOURN

## Chris Addington

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**From:** Chris Addington <caddington@pembroke-nh.com>  
**Sent:** Tuesday, May 3, 2022 3:00 PM  
**To:** Victor Ranfos (vranfos@pembroke-nh.com)  
**Subject:** FW: Ricoh- Proposal for new machine

FYI

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**From:** David Jodoin [mailto:djodoin@pembroke-nh.com]  
**Sent:** Tuesday, May 3, 2022 2:49 PM  
**To:** 'Chris Addington' <caddington@pembroke-nh.com>  
**Subject:** RE: Ricoh- Proposal for new machine

✓ VJ can sign once approved but this will not make it to this weeks meeting.

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**From:** Chris Addington [mailto:caddington@pembroke-nh.com]  
**Sent:** Tuesday, May 3, 2022 1:37 PM  
**To:** David Jodoin <djodoin@pembroke-nh.com>  
**Cc:** Victor Ranfos <vranfos@pembroke-nh.com>  
**Subject:** FW: Ricoh- Proposal for new machine

David,  
Attached as noted below is the new proposal for the printer/copier. Our contract expires 5/16/22. Our last agreement was \$73.62 monthly which will change to \$76.50. Lindsay will verify that the new contract notes 30 days v. 15 days for payment timing (like we had agreed to on the last one).

She also mentioned that delivery is a bit slower than it should be but our current machine will be covered if any repairs needs arise.

✓ VJ wants to verify that it will be ok for him to sign the new contract once this renewal is approved by the Selectmen. Please let him know. Thank you.

Sincerely,  
*Chris*  
Christine Addington  
Secretary  
Pembroke Public Works  
8 Exchange Street  
Pembroke, NH 03275  
603-485-4422  
[caddington@pembroke-nh.com](mailto:caddington@pembroke-nh.com)

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**From:** Lindsay Lurvey [mailto:lindsay.lurvey1@ricoh-usa.com]  
**Sent:** Tuesday, May 3, 2022 1:22 PM  
**To:** Chris Addington <caddington@pembroke-nh.com>  
**Subject:** Ricoh- Proposal for new machine

Good Afternoon,


**RICOH**

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

Number: \_\_\_\_\_

This Image Management Plus Agreement (this "Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("RicoH") or, if we assign this Agreement pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

**CUSTOMER INFORMATION**

TOWN OF PEMBROKE				Christine Addington			
Customer (Bill To)				Billing Contact Name			
8 EXCHANGE ST				8 EXCHANGE ST			
Product Location Address				Billing Address (if different from location address)			
PEMBROKE	MERRIMACK	NH	03275-1408	PEMBROKE	MERRIMACK	NH	03275-1408
City	County	State	Zip	City	County	State	Zip
Fed Tax ID 02-6000680		Billing Contact Telephone Number (603)485-4422		Billing Contact Facsimile Number		Billing Contact E-Mail Address caddington@pembroke-nh.com	

**EQUIPMENT DESCRIPTION**

Qty	Equipment Description: Make& Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)
1	RICOH IM2500A CONFIGURABLE PTO MODEL	8 EXCHANGE ST, PEMBROKE, NH, 03275-1408, US

**PAYMENT SCHEDULE**

Minimum Term (months)
60

Minimum Payment (Without Tax)
\$76.50

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other:

Guaranteed Minimum Images*	
Black/White	Color
2500	0

Cost of Additional Images*	
Black/White	Color
0.0052	N/A

Meter Reading/Billing Frequency
<input type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Other: QUARTERLY

\* Based upon Minimum Payment Billing Frequency

° Based upon standard 8½" x 11" paper size. Paper sizes greater than 8½" x 11" may count as more than one image.

**ADDITIONAL PROVISIONS (list here, if any):**

 Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)

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

 Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: \_\_\_\_ )

**TERMS AND CONDITIONS**

- Use of Equipment Term.** You agree to use the equipment listed above ("Equipment") and pay the sums described above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Equipment Location" is a business address. To the extent the Equipment 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." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature below will indicate our acceptance of this Agreement.
- Location of Equipment.** You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (You further agree that the additional terms and conditions on the next pages of this Agreement are incorporated by reference into this Agreement.)

## AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT 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  Printed Name: _____  Title: _____ Date: _____	Accepted by: RICOH USA, INC.  By: _____ Authorized Signer Signature  Printed Name: _____  Title: _____ Date: _____
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3. **Ownership of Equipment; Assignment.** We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT 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 Equipment and/or this Agreement 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 (as defined below) you have entered into with a Servicer (as defined below) 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 Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
4. **Software or Intangibles.** To the extent that the Equipment 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 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 (as defined below).
5. **Taxes and Origination Fee.** In addition to the payments under this 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 Equipment. 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 Equipment 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 sum includes 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 Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, 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 this Agreement, 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 this Agreement 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 this Agreement and not as a lump sum at inception of this Agreement, 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. In connection with this Agreement, you agree to pay us an origination fee of \$75.00 on the first payment date.
6. **Uniform Commercial Code ("UCC") Filing.** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment 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.
7. **Warranties.** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. 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 RENT THE EQUIPMENT "AS-IS."
8. **Maintenance of Our Equipment.** You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
9. **Indemnity, Liability and Insurance.** 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 Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment 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 coverage 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 Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment 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 Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.
10. **Renewal and Return of Equipment.** AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT 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; 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 EQUIPMENT



TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment 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 and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment 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 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 Equipment rented 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 Equipment 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.

11. **Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other 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 Agreement 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. The Minimum Payment and the Cost of Additional Images will not increase during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).
12. **Default and Remedies.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Agreement is false or incorrect and/or you do not perform any of your other obligations under this Agreement 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. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement, 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 may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion 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 will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS AGREEMENT 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 AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. 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.
14. **No Waiver or Set Off, Entire Agreement, Delivery & Acceptance Certificate.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON. 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 AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. 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 Equipment is installed.
15. **Image Charges/Meters.** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested



by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

16. **Ricoh Service Commitments; Counterparts; Facsimiles.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Plus Commitments" page attached to this Agreement (collectively, the "Commitments") are separate and independent obligations of Ricoh governed solely by the terms set forth on such page. They do not represent obligations of any Assignee of this Agreement and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if applicable, our Assignee will be the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you and we expressly agree that Ricoh is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that 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 single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile or other electronic transmission of this Agreement 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 the Agreement containing your original manual signature.
17. **Miscellaneous.** It is the intent of the parties that this Agreement shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. 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. Each of our respective rights and indemnities will survive the termination of this Agreement. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement 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 Agreement and make your own determination of the proper accounting treatment of this Agreement. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. 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 Agreement or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

**PERSONAL GUARANTY** In consideration of Ricoh USA, Inc. entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that Ricoh USA, Inc. or its Assignee may modify the Agreement or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Agreement. I agree that Ricoh USA, Inc. or its Assignee need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse Ricoh USA, Inc. or its Assignee, as applicable, for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

☒ **Guarantor Signature**

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(Printed Name of Guarantor, Do Not Include Title)

( ) \_\_\_\_\_  
Home Phone

Accepted by RICOH USA, INC.:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title

Customer Initials



**RICOH****RICOH USA, INC.  
IMAGE MANAGEMENT PLUS COMMITMENTS**Ricoh USA, Inc.  
300 Eagleview Blvd  
Suite 200  
Exton, PA 19341

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd, Suite 200, Exton, PA 19341 ("Rico"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Image Management Plus Agreement to which these Service Commitments are attached, Ricoh's assignee is the party responsible for financing and billing the Image Management Plus Agreement. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Agreement to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

**TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images will not increase in price during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).

**EQUIPMENT SERVICE AND SUPPLIES**

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Agreement (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

**RESPONSE TIME COMMITMENT**

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Agreement. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Agreement.

**UPTIME PERFORMANCE COMMITMENT**

Ricoh will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Equipment is again Operational. You agree to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Agreement to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, Ricoh will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Agreement that must be agreed to and signed by both parties to the Image Management Plus Agreement. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Agreement but may extend the remaining term of the existing Image Management Plus Agreement for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Agreement to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Agreement or Amendment must be agreed to and signed by the parties to the Image Management Plus Agreement for a term not less than the remaining term of the existing Image Management Plus Agreement but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Agreement for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Agreement will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Agreement.

**PERFORMANCE COMMITMENT**

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Equipment in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at Ricoh's service center, or Ricoh will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to 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 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your Ricoh sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Agreement within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including, but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Equipment provided or serviced by Ricoh,



Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by a "Ricoh Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Agreement as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

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Customer Initials





# RICOH

## EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	TOWN OF PEMBROKE		
Contact Name:	Christine Addington	Phone:	(603)485-4422
Address:	8 EXCHANGE ST	City:	PEMBROKE
State:	NH	Zip:	03275-1408
		Fax/Email:	caddington@pembroke-nh.com

Make	Model	Serial Number
	MP2555SP	C297R200144/C91114802

### This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, Initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

### CUSTOMER

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

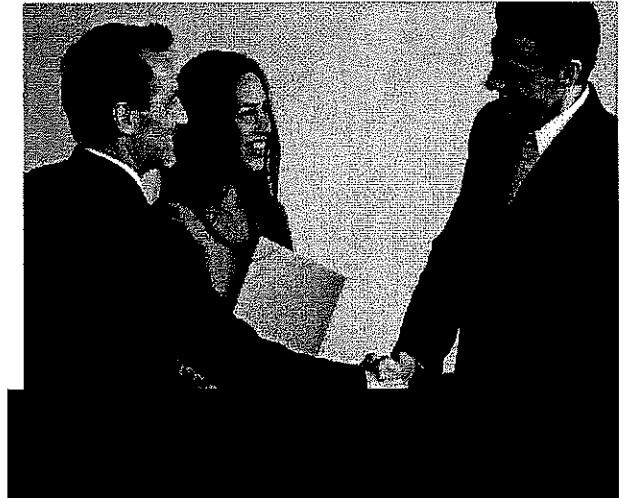
### RICOH USA, INC.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Initials



# Proposal for Document Copying & Printing Solutions



Pembroke  
Public  
Works



## PREPARED BY:

Lindsay Lurvey

Account Executive

Phone: (603)263-1965

Email: [lindsay.lurvey1@ricoh-usa.com](mailto:lindsay.lurvey1@ricoh-usa.com)

*Proposal Submitted: May 3, 2022*

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# Overview of Current Situation

## Current Situation

**Pembroke Public Works** currently leases a Ricoh multi-functional device with a gold service contract. The details are as follows:

- **Ricoh MP2555SP**- 25 Page Per Minute
- **Black & White Device**
- **Copy/Print/Scan/Fax Enabled**
- 60 Month Lease ends 05/16/2022
- Current Monthly Payment- **\$73.62/month**
- Monthly commitment of 2,500 B&W images/month with overages charged at **\$0.0052/image**
- Configuration: 2 Paper Trays + Cabinet, Fax & Surge Protector



## Proposed Solution

- Upgrade to a reliable and user-friendly **Ricoh IM2500A**- Black & White Machine that is copy/print/scan/fax enabled

**Reservation of Rights**—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

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# Proposed Solution

## Ricoh Aficio IM 2500A

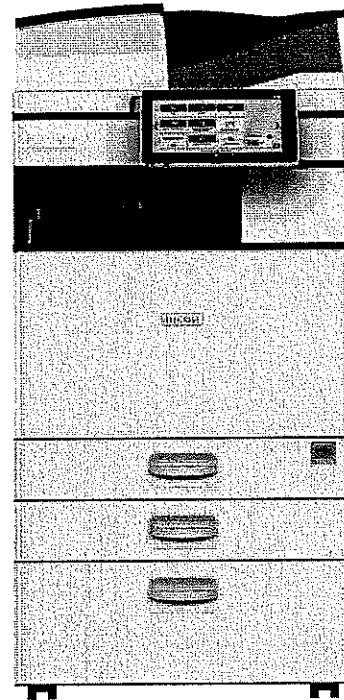
### *Monochrome Multifunctional Device*



The IM 2500 black-and-white multifunction printers are ideal for organizations of all sizes across multiple industries. These powerful A3 systems are designed to effortlessly boost office productivity. Access new applications, features and upgrades whenever you need them. Work your way with a wide range of finishing options ranging from an internal finisher to a booklet finisher. Scan between 120 and 240 impressions per minute in B&W and color. Prevent your data and printing from being compromised with multi-layered security features that risk-proof document management. These intelligent multifunction devices deliver consistent results whatever your printing or scanning requirements may be.

### *Key Features*

- 25 PPM B&W Machine
- Copy/Print/Scan/Fax Enabled
- 10.1" Soft Key Smart Operation Panel with integrated
- 220 Sheet Single Pass Document Feeder
- 2 x 550 sheet paper trays + 100 Sheet Bypass Tray + Cabinet for storage
- Scan To & Print From USB & SD Card Slots Standard
- Energy Star Compliant



#### DIMENSIONS

W x D x H (inches): 23.10 x 26.70 x 47.90

W x D x H (mm): 587 x 678 x 1,217

Actual dimensions may vary. These are approximate only.

#### POWER CONSUMPTION (MAIN UNIT)

110-120V, 60Hz, 12A - the required wall outlet is a NEMA 5-15R (receptacle)

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## Financial Considerations

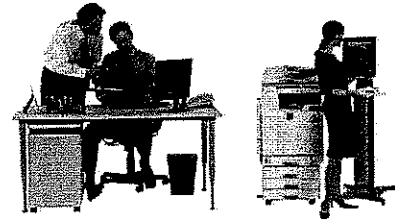
### Investment Details for *Ricoh IM 2500*

#### Lease payment for 60 Months

60 Month Payment= **\$76.50** per month

Includes **2,500** Black & White images/month.

- B&W Overages charged at **\$0.0052/image**



#### Pricing Components

- **Fixed** Term Pricing for duration of lease
- Network Installation
- Removal of old equipment & return to leasing company
- User Training
- All Parts, Labor & Toner included

Pricing Valid Through June 3, 2022

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## Hardware and Software

**B&W and Color Printers**

**B&W and Color Multi-functional Devices**  
(copy/print/scan/fax)

**B&W and Color Production Devices**

**B&W and Color Wide Format Machines**

**Digital Duplicators**

**Fax Machines**

**Projectors**

**VoIP\* Phone Systems**

\*(Voice over Internet Protocol- over the internet not through phone line) Ricoh partners with Fonality to provide an easy to use and efficient phone system.

**Video Conferencing Systems, Digital Signage and Interactive Whiteboards**

**Scan & Capture Solutions**

Hard copy document conversion to word, excel or searchable PDF through OCR (optical character recognition). Helps to turn paper files into electronic files. Improves indexing to eliminate lost or misplaced stored files. Can also be tied into document management system giving you the ability to scan directly into it.

**Document Management Systems**

Server based or cloud based electronic document management and storage giving you the ability to access your documents anytime, anywhere with a clear audit trail. Provides backup and security for documents that paper can't provide.

**Print Management Solutions**

Gives you the ability to monitor and track printing in your organization. Can create rules and routing based on what and how much the user is printing. Can see a huge cost savings in redirecting prints from a small desktop printer to a large MFP where toner and service is included. FREE printer analysis available.

**Backup Solutions**

On-premise or cloud based backup and network security.

**Mobile Printing**

Print right from smart phones and tablet devices

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## Services

**IT Services Provider**

24 x 7 Offsite PC & Server Monitoring, Remote Remediation, Help Desk Support, Firewall Monitoring, On-Site Support and Reporting. Ricoh offers a single source for customer IT service needs, whether it is building a network from scratch, improving IT performance, network monitoring or remote maintenance.

**Managed Document Services**

By studying in the input, process and output of the documents in your company and how each user accesses, uses and stores the information, we provide recommendations on how to optimize your processes to make them more secure, efficient and effective.

**Professional Services**

Our professional services team delivers business process automation and integrated solutions that streamline information exchange to help save time and money.

**On-Site Management**

Ricoh's on-site managed services blend innovative technology, industry expertise and professional staff to help meet customer objectives.

**Technology Services**

Ricoh supports its technology and solutions with a team of highly trained and locally based technicians and support professionals, providing consistent service and maximum uptime.

**Legal Enterprise Solutions**

Ricoh's comprehensive portfolio of legal document solutions is designed to help law firms and corporate counsel manage their entire document workflow, including a full spectrum of eDiscovery services, from forensic data acquisition to final production.

**Financing**

We understand the unique needs and requirements of our customers and partner with industry-leading financing companies to provide you with lease financing solutions to best meet your needs.

# Why Ricoh

## The Ricoh Difference



### Facts about Ricoh...

- Ricoh USA, Inc., is part of a financially stable organization with FY11 annual revenues in excess of \$23 billion
- Number 1 in global market share for MFPs (IDC's Worldwide Hardcopy Peripherals Tracker)
- With over 109,000 Ricoh employees worldwide, Ricoh operates in 180 countries
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

There are many reasons why companies choose to partner with Ricoh, including our access to best-in-class technology and the strength of our people and support structure. ***Ultimately, however, customers stay with Ricoh because of our commitment to helping their businesses succeed.***

### Helping Our Customers Succeed

At Ricoh, we recognize that if we are to help our customers remain competitive, we must provide the vision and solutions that enable them to:

- Develop Business methodologies that focus on **process improvement** and increased workflow efficiency
- Control or lower the **total cost of ownership** associated with document management processes
- Strengthen collaboration while maintaining **document security** while sharing information
- Minimize **environmental impact** and partner on "Green" document management initiatives
- Provide total **compliance** with regulatory and risk standards

### Our People

- Experienced team supported by comprehensive award winning training
- Accountable for your results

***Our team of sales and technical resources are personally committed to bringing the best solution to each individual customer, and we hold them accountable for your results.*** Our local service professionals average over 17 years' experience and undergo approximately 100 hours of training per year. They work in conjunction with our dedicated systems analysts to concentrate on your digital document needs. Our highly trained and experienced service technicians support specific customers in assigned territories. This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime.

### Our Solutions

- Award winning technology choices with open architecture backed by world-class service and support
- End-to-end solutions for all phases of the document lifecycle
- Flexible financing options

Ricoh offers open-architecture products that can be customized for your infrastructure. Leveraging our expertise and network of technology partners, we also deploy software solutions that deliver measurable results. Ricoh provides end-to-end solutions through one of the industry's broadest portfolios of document management services, including on-site and off-site managed services, technical service and support, and customized workflow design and implementation. We also provide flexible financing options to meet your specific needs through a variety of payment and invoicing options.

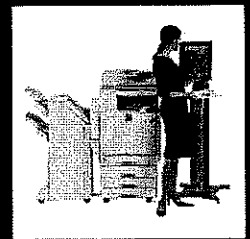
### Our Company

- Support resources of a major international corporation committed to quality, innovation and the environment
- Flexible and responsive localized decision making

Ricoh USA combines the manufacturing and engineering expertise of Ricoh Company, Ltd., a global technology innovator, with the experience and reach of our locally based sales and services teams. Our experience has taught us that the people best-suited to make decisions about the services and support offered to our customers are those closest to our clients and their needs. Localized decision-making is a fundamental organizational paradigm. ***Simply put, this process translates into fast, consistent, world-class service for our customers.***

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[www.ricoh-usa.com](http://www.ricoh-usa.com)



Please direct any questions on this proposal to:

Lindsay Lurvey

Account Executive

Phone: (603)263-1963

Email: [lindsay.lurvey1@ricoh-usa.com](mailto:lindsay.lurvey1@ricoh-usa.com)

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**BOARD OF SELECTMEN  
TOWN OF PEMBROKE, NH  
May 18, 2022 at 6:30 PM**

**DRAFT,**

---

Present: Selectman Richard Bean, Selectman Peter Gagy, Selectman Karen Yeaton, Selectman Rick Frederickson, Selectman Sandy Goulet

Staff: Town Administrator David Jodoin

**I. Call to Order:**

Chairman Yeaton called the meeting to order at 6:30pm.

**II. Citizens Comment:**

None

**III. Scheduled Meetings**

Matt Petersons

Matt Petersons, Suncook Little League, would like to have the fees waived for the usage of the fields at Memorial Park. Currently, there are 150 players registered for all teams T-Ball through 12-year-old including two competitive major teams. Over the past year, major field has been regraded which was a \$6,000 investment paid for by the Little League. They have begun conversations with Eversource to get an electricity plan together. There was work done to midfield to bring it back to a playable baseball field. There is also a contract with Mowmentum to maintain the fields weekly.

Selectman Goulet made a motion to waive the Suncook Little League 2022 town fees. Selectman Bean seconded the motion. Motion passed 5-0.

Craig Betchart – Range Road Discussion

Did not come to the meeting.

Trail Dawgs – Update on Range Road Clean UP

Kevin Gagne, Trail Administrator for the NH Trail Dawgs Snowmobile Club, Galen Riordan, Club President, and John Bates, Director and Trail Administrator for Fort Mountain Trailwinders brought maps of both trail systems and discussed construction work they are proposing on 7<sup>th</sup> Range Road. They would like regrade the road base and get it back to somewhat flat. The bridges have been being rebuilt throughout the years. They have worked with the Pembroke Fire Department so the

bridges are strong enough to hold light weight fire equipment. There may be a need for a little work also on Kimball. The Trail Dawgs are looking to reroute corridor 15 since a parcel on that corridor was sold and they are no longer going to be giving the club permission to use the trail. The new route would utilize the power lines, Old Brush Road, crossing over 6<sup>th</sup> Range Road, going through some private property, utilizing old 7<sup>th</sup> Range Road, and eventually revitalizing a trail to get over Plausawa Hill. There are two town owned properties that these trails would go through. If they successfully get permissions from all the other land owners, they will be asking the Town for permission to cross those two properties to complete this trail. The lots are not in conservation. They would use existing trails and not cutting new ones. Selectman Yeaton asked when they would anticipate starting the work. Kevin explained they will not receive a signed contract from the Governor and Counsel until mid-July for the grant in aid. Nothing can happen until they have a signed contract and they will come back to the Selectmen with a concrete plan and clean maps of the proposed new route.

#### **IV. Old Business**

##### 2019 Tax Deed Listing

Selectman Goulet recused herself from the discussion as she is an auditor for NH Lottery and has had dealings with the American Legion.

Joe Mens, Finance Officer for the American Legion, explained there are currently two accountants working with them. One is working on the 1093 forms starting with 2021 and working backward and another working on the 990 forms also starting with 2021 and going backward. The Legion is also trying to procure a local CPA for a forensic audit of their financials as a whole. Richard Dube, Commander for the American Legion, talked to the bank and got every record for the last three years. In the process, they found some tax forms that had been completed and one of the accountants is organizing all the paperwork to make it smoother for the CPA. David suggested having the bank start working on collecting records from 2014 on. David explained the sale of the Glass Street property has gone through and has been subsequently removed from the tax deed listing. David shared concerns that they will be back in this position again if turnover happens at the Legion since this is not the first time they have been through the tax deeding process with them. Richard is working on putting a succession plan and a training plan in place. Selectman Bean asked if they have any kind of timeline for the audit. Richard said they have to hire a CPA first and then they will have a better idea of a time line. David asked what it would do to the Legion financially if the bank pays the taxes for them since the bank will want to be repaid. Joe stated that he does not want that to happen because it would be difficult for them. Selectman Yeaton suggested paying at least half the taxes owed from the proceeds of the sale of the Glass Street property. That will still leave them some funds to hire a CPA. David suggested talking with the bank to see if they have any options available. Richard asked if they paid half now and then discussed refinancing with the bank to get rid of the rest of it, would that be ok with

the Town. The Board feels that would be an adequate solution for the moment provided the Legion talks with David on a weekly basis to give updates of their progress.

Selectman Frederickson made a motion that the Board of Selectman are in agreement to enter into a payment plan arrangement with the American Legion Post 28 if the bank does not come through with payment and authorize the Town Administrator to sign the agreement. Selectman Bean seconded the motion. Motion passed 4-0. Selectman Goulet abstained.

Selectman Goulet made a motion to approve the following deed waivers for properties located at tax map VE-15-1, VW-114-1, VE-179-1, VE-179-2, 266-27-2, 260-6, and 941-1. Selectman Bean seconded the motion. Motion passed 5-0.

## **V. New Business**

### Approval of Eversource Pole Licenses

Selectman Goulet made a motion to approve the following pole licenses with Eversource; 94y Pleasant Street, pole 94/1, 94/2, 94/1x, and 94/1y on Pleasant Street, 86/10y and 86/10YPB on Tina Drive, 12/53YS on Borough Road, and 4/481-2 on Main Street. Selectman Gagyi seconded the motion. Motion passed 5-0.

### Restructure Committee Assign

Energy Committee	Primary-Richard Bean	2 <sup>nd</sup> -Rick Frederickson
Recreation Commission	Primary-Rick Frederickson	2 <sup>nd</sup> -Richard Bean
Budget Committee	Primary-Peter Gagyi	2 <sup>nd</sup> -Rick Frederickson
Planning Board	Primary-Rick Frederickson	2 <sup>nd</sup> -Karen Yeaton
CIP Committee	Primary-Peter Gagyi	2 <sup>nd</sup> -Rick Frederickson
Economic Development Committee	Primary-Sandy Goulet	2 <sup>nd</sup> -Richard Bean
Roads Committee	Primary-Richard Bean	
Solid Waste Advisory Committee	Primary-Karen Yeaton	2 <sup>nd</sup> -Sandy Goulet
Facilities and Grounds Committee	Primary-Peter Gagyi	2 <sup>nd</sup> -Rick Frederickson
Conservation Commission	Primary-Karen Yeaton	2 <sup>nd</sup> Sandy Goulet

### Manifests/Abatements

Selectman Goulet made a motion to accept the manifests and abatements as presented. Selectman Frederickson seconded the motion. Motion passed 4-0.

### Minutes - 5/4/22

Selectman Bean made a motion to accept the minutes of May 4, 2022 as presented. Selectman Gagyi seconded the motion. Motion passed 4-0. Selectman Goulet abstained.

Selectman Bean made a motion to accept the nonpublic minutes of May 12, 2022 as presented. Selectman Gagyí seconded the motion. Motion passed 5-0.

**VI. Town Administrator Report:**

Selectman Frederickson made a motion to approve the bid with New England Vehicle Outfitters in the amount of \$12,755. Selectman Goulet seconded the motion. Motion passed 5-0.

Selectman Goulet made a motion to appoint Wendy Chase, Bruce Kudrick, Paul Paradis, and Natalie Glisson to the Zoning Board. Selectman Bean seconded the motion. Motion passed 5-0.

Southern New Hampshire Snow Slickers have submitted a large gathering permit for a car show at Memorial Park on September 10, 2022. All the Town Departments have signed off on the permit with the only comment being from the Police Department requesting a detail. They have received permission from Amoskeag Rowing to use their property at the Park.

Selectman Goulet made a motion to approve the large gathering permit with Southern New Hampshire Snow Slickers. Selectman Bean seconded the motion. Motion passed 5-0.

**VII. Other Citizen Comment:**

None

**VIII. Non-Public Session:**

**Selectmen**

Selectman Frederickson made a motion to enter into non-public session in accordance with RSA 91-A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim of litigation has been fully adjudicated or otherwise settled, seconded by Selectman Bean at 8:22pm

Roll Call Vote:

Selectman Gagyí	Yes
Selectman Frederickson	Yes
Chairman Yeaton	Yes
Selectman Bean	Yes

The Board came out of non-public session at 8:50 PM

Selectman Frederickson made a motion to enter into non-public session in accordance with RSA 91-A:3 II (b) Hiring

Roll Call Vote:

Selectman Gagyi	Yes
Selectman Frederickson	Yes
Chairman Yeaton	Yes
Selectman Bean	Yes

The Board came out of non-public session at 9:18 PM

**IX. Committee Reports:**

Selectman Gagyi – Discussed the recent events at the Planning Board meeting which consisted of updating regulations. Also discussed was the Golf course housing project and also a discussion on the Range Roads.

Selectman Yeaton – None

Selectman Frederickson – None

Selectman Bean – None

**X. Adjourn:**

Selectman Gagyi made a motion to adjourn at 9:31 PM. Selectman Bean seconded the motion and it was approved unanimously.

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Karen Yeaton, Chairman

For more detailed information, the meetings are now taped and can be seen on [www.townhallstreams.com](http://www.townhallstreams.com) click on Pembroke NH and look for the day of the meeting under the month.

PEMBROKE QUALIFIED SALES

10-1-21 THROUGH 4-30-22

LUC	LUC DESC	STYLE	STYLE DESC	PID	TTL AV	MAP	LOT	UNIT	LOCATION	PRICE	SALE DATE	A/S RATIO
3860	COM VAC BD	99	Vacant Land	2454	379500	870	20		615 ROUTE 28	499000	12/17/21	0.76
3900	COM VAC BD	99	Vacant Land	1343	76800	561	9		65 SHEEP DAVIS RD	262500	02/22/22	0.29
1020	CONDO	55	Condominium	184244	89900	VW	243		100 MAIN ST #313	130000	11/30/21	0.69
1020	CONDO	55	Condominium	184307	100100	VW	243		100 MAIN ST #M04	152500	12/28/21	0.66
1010	SINGLE FAM	5	Bungalow	310	156300	VW	52		10 LINDY ST	202000	02/11/22	0.77
1010	SINGLE FAM	8	Split Entry	2389	193600	868	15		818 BACHELDER RD	385000	04/28/22	0.50
1010	SINGLE FAM	1	Ranch	1105	229500	266	72		307 DEARBORN RD	350000	10/01/21	0.66
1010	SINGLE FAM	1	Ranch	1660	248300	563	115		332 BEACON HILL RD	323000	10/29/21	0.77
1010	SINGLE FAM	1	Ranch	2392	192700	868	17		806 BACHELDER RD	260000	11/10/21	0.74
1010	SINGLE FAM	1	Ranch	2726	222300	941	25		449 BUCK ST	375000	02/24/22	0.59
1020	CONDO	55	Condominium	1747	157100	565	1		14 SO BROWNING COURT	247500	01/31/22	0.63
1020	CONDO	55	Condominium	1669	161000	565	1		1 SAVAGE COURT	260000	02/23/22	0.62
1020	CONDO	55	Condominium	1712	158900	565	1		12 SAVAGE COURT	258000	04/13/22	0.62
1010	SINGLE FAM	8	Split Entry	672	287148	260	22		647 CROSS COUNTRY RD	450000	10/12/21	0.64
1010	SINGLE FAM	4	Cape Cod	2078	229900	565	116		403 ELM ST	350000	12/10/21	0.66
1010	SINGLE FAM	6	Conventional	2395	193900	868	20		11 NO PEMBROKE RD	259600	10/01/21	0.75
1010	SINGLE FAM	65	New Englander	323	227400	VW	65		17 PINE ST	270000	10/06/21	0.84
1010	SINGLE FAM	1	Ranch	1420	297300	561	79		652 BOROUGH RD	410866	11/04/21	0.72
1010	SINGLE FAM	1	Ranch	1603	264900	563	86		449 PEMBROKE ST	340000	04/26/22	0.78
1010	SINGLE FAM	8	Split Entry	2664	277900	939	45		410 EAST VIEW DR	380000	11/08/21	0.73
1010	SINGLE FAM	65	New Englander	174	202900	VE	142		23 KIMBALL ST	247500	10/29/21	0.82
1010	SINGLE FAM	4	Cape Cod	677	279690	260	24		671 CROSS COUNTRY RD	465000	11/30/21	0.60
1020	CONDO	55	Condominium	184118	227700	266	58		214C KEARSAGE DR	347500	04/04/22	0.66
1020	CONDO	55	Condominium	184121	219100	266	58		216B KEARSAGE DR	367000	03/01/22	0.60
1010	SINGLE FAM	4	Cape Cod	1764	225200	565	12		326 PEMBROKE ST	385000	12/15/21	0.58
1090	MULTI HSES	11	Family Conver.	5	350400	VE	5		13-15 BROADWAY	425000	10/04/21	0.82
1021	CONDEX	55	Condominium	1178	225000	266	85		131A TINA DR	290000	01/19/22	0.78
1010	SINGLE FAM	65	New Englander	446	238900	VW	181		2 SIMPSON AVE	361000	02/11/22	0.66
1010	SINGLE FAM	3	Colonial	1863	261800	565	81		47 DONNA DR	335000	04/21/22	0.78
1010	SINGLE FAM	3	Colonial	1926	250600	565	81		422 NADINE RD	399000	10/08/21	0.63
1010	SINGLE FAM	3	Colonial	1942	263600	565	81		19 MELISSA DR	399500	01/25/22	0.66
1010	SINGLE FAM	3	Colonial	2309	273600	634	9		484 WOODLAWN RIDGE RD	382000	02/01/22	0.72
1040	TWO FAMILY	11	Family Conver.	324	237000	VW	66		15 PINE ST	324000	01/19/22	0.73

## 10-1-21 THROUGH 4-30-22

[illegible]

May 18, 2022

Dear Neighbor,

Earlier this year, we sent you a letter regarding an upcoming project in the communities of Concord, Pembroke, and Bow, New Hampshire. This letter serves to provide an update on the status of that project, as well as the on-going field work being performed by our contractors to support pre-construction activities.

### **We're Always Working to Serve You Better**

This project is one of several that are designed to improve the reliability of the electric system in the areas where we all work and live.

To that effort, we will be rebuilding one of the power lines in your community, from our Farmwood Substation in Concord to our Merrimack Station in Bow. This work includes replacing the existing wooden structures with new weathering steel structures, replacing the conductors (wire), and replacing the existing static wire with fiber optic cable, known as Optical Ground Wire (OPGW).

### **In the Coming Months**

We are in the process of securing all local, state, and federal permits necessary to support this work, and we anticipate starting construction later this summer. Please keep in mind that the schedule may change due to weather or other unexpected circumstances. We will keep you informed as the schedule is finalized and update you on any major changes.

In February, we notified you of scheduled cyclical vegetation maintenance activities being performed along this right of way. Our contractor, John Brown & Sons, began that work in March and will continue through the end of the year.

In addition, Eversource and its contractors will continue walking within the power line corridor, documenting existing conditions, performing construction site reviews, and completing drone and environmental surveys, both within the power line corridor as well as along identified and approved off-easement access points. Outreach representatives may also leave a doorhanger at your home with additional project information.

All people supporting this project carry identification and are happy to show you their company identification, upon request.

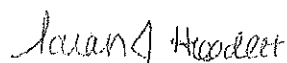
### **For More Information**

Keeping the lines of communication open is important to us. Please contact Sarah Hoodlet at (603) 634-2593 or email [Sarah.Hoodlet@eversource.com](mailto:Sarah.Hoodlet@eversource.com) with any questions or to discuss the project. You can also contact our projects hotline at 1-888-926-5334 or send an email to [NHProjectsInfo@eversource.com](mailto:NHProjectsInfo@eversource.com).

Eversource is committed to being a good neighbor and doing our work with respect for you, your property, and the community. We will continue providing regular project updates via mailings, phone calls, emails, and/or doorhangers. You can also visit the project website, which is now live at [www.eversource.com/P145-Line-Project](http://www.eversource.com/P145-Line-Project).

Thank you for your patience as this important project moves forward.

Sincerely,



Sarah Hoodlet  
Eversource Project Services





May 13, 2022

Board of Selectmen  
Town of Pembroke  
311 Pembroke Street  
Pembroke, NH 03275

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Therefore as a follow-up to our previous communication, please be advised the of the following **revised** information regarding the Xfinity channel line-up in your community.

- On **July 8, 2022<sup>1</sup>**, due to changes in business costs, AMC+ On Demand will increase from \$6.99 to \$8.99 per month.

Please do not hesitate to contact me at [Bryan\\_Christiansen@comcast.com](mailto:Bryan_Christiansen@comcast.com) should you have any questions.

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Sr. Manager  
Government Affairs

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<sup>1</sup> May 6, 2022 letter referenced change date of August 8, 2022.



May 6, 2022

Board of Selectmen  
Town of Pembroke  
311 Pembroke Street  
Pembroke, NH 03275

RECEIVED  
MAY 12 2022  
TOWN OF  
PEMBROKE, NH

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change to the Xfinity channel lineup provided in your community:

- *On August 8, 2022, due to changes in business costs, AMC+ On Demand will increase from \$6.99 to \$8.99 per month.*

Customers are receiving notice of this information in their bill.

Additionally, once again, we wanted to share the emergency/trouble reporting procedure in the event a **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency.

**MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- STEP 3** Prompted for Reason for call:  
Option # 1 - Down Wires (will be prompted to enter zip code)  
Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- STEP 4** Speak with Rep. and **obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week.

Please do not hesitate to contact me at **Bryan\_Christiansen@comcast.com** should you have any questions.

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Sr. Manager  
Government Affairs