



Specialized Purchasing Consultants

1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
www.spccopypro.com

FY21 Upgrade Report

Addison Northwest School District
11 Main Street
Vergennes, VT 05491

Specialized Purchasing Consultants Corp.

Serving Maine, New Hampshire & Vermont since 1988

1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
stilton@spccopypro.com

October 30, 2021

VISIT US ON THE WEB:
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Elizabeth Jennings
Addison Northwest School District
11 Main Street
Vergennes, VT 05461

Dear Elizabeth:


Thank you for allowing Specialized Purchasing Consultants to assist you with your recent reprographic equipment upgrade.

As with any change, challenges will arise, and we hope that we did not let you down in any way. With services such as STARDoc, automatic reporting, simplified billing, a comprehensive triple-layered warranty, and a staff that stands ready and willing to assist with all of your current and future needs, SPC has set a higher standard.

We hope that during the upgrade process we have taken care of all the details and resolved any issues that may have arisen. If you believe there is anything that we have missed, please let us know immediately, allowing us to rectify the situation to your satisfaction. You can be confident that SPC has worked hard to ensure your current fleet will serve your needs fully.

It is always our pleasure to answer questions, manage service or supply issues, and to provide top-notch customer service. We look forward to serving you throughout the years to come.

Sincerely,



Skip Tilton
President of SPC

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CONTRACT

THIS CONTRACT (the "Contract") is made this 18 day of March, 2021 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and Addison Northwest School District ("Client"). For and in consideration of the mutual covenants and performance set forth herein, Contractor and Client agree as follows

Skip Tilton
President

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1. **Term.** The term of this Contract is five years from the date hereof, unless earlier terminated pursuant to the terms hereof. Client or SPC can terminate this Contract at any time for any reason after one year, upon 30 days written notice to the other party to this Contract, following completion by the Client of the issuance of a lease, purchase, lease-purchase, financing, or refinancing to replace, add, or upgrade equipment covered by this Contract ("an Upgrade"). If such an early termination is effected by Client or SPC, Client and SPC shall reconcile fairly all amounts due for services performed under the Contract.

2. **Fees.**
The fees payable by Client to Contractor under this Contract are: (a) eleven percent (11%) of the Total Cost Per Copy of all copies scheduled to be made on all service and supply agreements for reprographic equipment (Photocopiers, High-Speed Duplicators, Multi-functional Duplicating Equipment, High End Network Printers, or other equipment described in the Five Year Equipment Replacement Schedule referenced in subparagraph (l) hereof) leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract (in other words, if the Total Cost Per Copy for services and supplies for equipment leased, purchased, lease-purchased, financed, or refinanced as a result of services performed by Contractor under this Contract is \$.003 per scheduled copy, the Contractor's fee is \$.00033 per such copy); and (b) eleven percent (11%) of the principal amount (purchase price financed) of all such reprographic equipment (in other words, if the total principal amount of reprographic equipment leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract is \$3,000, the Contractor's fee is \$330). The "Total Cost Per Copy" for equipment covered by this Contract is defined as the total cost per copy scheduled to be charged for service and supply contracts between Client and servicing vendors for equipment acquired by Client as a result of services performed by Contractor under this Contract. Excluded from such service and supply contracts are the cost of paper and the cost of staples. No fees are payable by Client to Contractor hereunder, other than the retainer described in Paragraph 8 hereof, unless Client accepts a bid for reprographic services arranged by Contractor pursuant to this Contract, or unless Client breaches this Contract under Paragraph 4 hereof or otherwise.

Low End Network Printers (LENP) will be administered under separate contracts with the Vendors of such LENPs. Due to the limited volume done on LENPs, Contractor's fee will be Twenty-Five percent (25%) of the Vendor's fee per copy on the LENP. For example if the Total Cost per Copy ("TCPC") negotiated with a Vendor for a LENP is \$0.007, then the Contractor's fee is \$0.00175 for a Total cost to the Client of \$0.00875 per copy on the LENP.

SPC guarantees that Client's initial new total cost of obtaining and operating reprographic equipment pursuant to this Contract will be less than Client's current total cost of obtaining and operating Client's current reprographic equipment, even after SPC's fees have been included in this new total cost. If SPC fails to achieve this, SPC will terminate this Contract, refund SPC's retainer received from Client, and provide an additional \$500.00 check to Client to cover any loss of time on Client's part.

3. **Services Performed By Contractor.**
 - a. **Initial Needs and Capabilities Analysis.** Contractor will provide to Client a written Initial Needs and Capabilities Analysis (contained within the Five Year Equipment Replacement Schedule described in subparagraph (l) hereof) analyzing Client's existing reprographic system including Client's current photocopiers, offset presses, high-speed duplicators, Low End Network Printers, and outside printing requirements. Based on this Initial Needs and Capabilities Analysis, Contractor will design, with Client's approval, an overall reprographic system for Client, with the goal of increasing Client's reprographic capabilities, while reducing Client's reprographic costs. Specifically, throughout the term of this Contract, Contractor will provide Client with initial long-term service and supply contract savings and capital savings of up to two-thirds of retail. Annually hereunder, Contractor will provide Client with guaranteed ceilings on any annual price increases for service and supply contracts covering equipment obtained under this Contract of 5% or the annual increase in the Consumer Price Index (CPI-U), whichever is less.
 - b. **Annual Use Report.** Annually hereafter, Contractor will provide to Client a written Annual Use Report analyzing the use of reprographic equipment and services and supplies by Client, with recommendations that identify for Client how to use such equipment, services and supplies, and other items in the most efficient and effective manner possible.
 - c. **Two-Year Needs and Capabilities Analysis.** Every two years hereafter, Contractor will perform a Needs and Capabilities Analysis for Client covering the same matters contained in the Initial Needs and Capabilities Analysis. Client must provide written authorization to Contractor to perform the Two-Year Needs and Capabilities Analysis, and such written authorization may be provided by the Superintendent of Schools or Business Manager (or similar officer) of Client pursuant to this Contract.
 - d. **Bid Specifications.** Based on the results of the Initial Needs and Capabilities Analysis, Annual Use Report, and Two-Year Needs and Capabilities Analysis, as applicable, Contractor will prepare and distribute bid specifications to qualified contractors to obtain for Client reprographic equipment and services desired by Client.

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- e. **Selection of Vendors.** Contractor will analyze all bids received by Client for reprographic equipment and services pursuant to subparagraph (d) above and make recommendations to Client regarding how Client can obtain the most effective and lowest-cost reprographic equipment and services.
 - f. **Negotiation With Vendors.** After bids described in subparagraph (e) above are received, if further negotiation with vendors on behalf of Client is desired by Client, Contractor will undertake such negotiations with vendors at Client's direction so that contracts in compliance with Client's requirements can be executed.
 - g. **Financing.** Contractor will arrange, at no cost to Client, tax-exempt lease-purchase financing (for tax-exempt Clients) or other appropriate financing for the reprographic equipment selected by Client. Contractor shall submit all transactions to Contractor's bond counsel listed in the Bond Buyer's Municipal Marketplace ("Bond Counsel"), for the preparation of all documents, for legal compliance review, and for the provision of any legal validity and tax opinions necessary to complete and finance such transactions. In addition, Client may arrange for its own counsel ("Issuer Counsel") to participate in the transaction, at Client's cost, or the Client may choose to effect its own financing, at its own cost.
 - h. **Assumption of Existing Contracts.** Contractor will assume all financial obligations and hold Client harmless from such obligations under all existing contracts, leases, or financing agreements to which Client is a party for equipment being replaced by equipment being leased, purchased, lease-purchased, financed, or refinanced pursuant to this Contract. In order to facilitate the payment by Contractor of all obligations of Client under such contracts, leases, or financing arrangements, Client hereby authorizes Contractor, to change the billing addresses on such contracts, leases, or financing arrangements to the business address of Contractor. Client also agrees to hold Contractor harmless for, and to pay, any shipping costs back to a vendor or leasing company, or storage costs for such equipment, or any Federal, State, or local taxes lawfully assessed and due, now or hereafter, upon all equipment covered by such contracts, leases, or financing agreements being repaid by Contractor pursuant to this Contract.
 - i. **Cancellation and Renegotiation of Existing Service Contracts and Establishing New Service Contracts.** Contractor, at Client's direction, will cause existing service and supply contracts for existing reprographic equipment used by Client to be cancelled, and will negotiate new service and supply contracts at new terms acceptable to Client, including replacement warranties from vendors for all equipment identified by Client.
 - j. **Annual Monitoring of Service Contracts.** During the term of this Contract, Contractor will monitor annually all reprographic service and supply contracts entered into by Client to verify correct billing and to identify over-usage and under-usage of particular equipment.
 - k. **Installation of Equipment.** After contracts have been awarded to vendors for reprographic equipment pursuant to this Contract, Contractor will communicate with such vendors to assure proper installation of equipment pursuant to the terms of any applicable lease-purchase or other financing agreement and to assure proper commencement of service and supply contracts.
 - l. **Provision of Equipment Replacement Schedule.** Contractor will provide to Client, and will update as necessary, a Reprographic Equipment Replacement Schedule (a "Five Year Equipment Replacement Schedule") for all equipment to be replaced, reconditioned, upgraded, or otherwise covered by this Contract.
 - m. **Provision of Key Operator Instruction Forms.** Contractor will provide Client with a Key Operator Instruction Form for posting adjacent to each copying machine of Client describing proper use, key operator name, machine serial number, life expectancy of such machine, location and telephone number of vendor's service manager, and warranties for the machine.
4. **Exclusive Agency for Bidding and Selection of Vendors and Equipment.** All bidding, analysis, and selection of vendors and equipment by Client pursuant to this Contract shall be effected exclusively through Contractor. If, during the term of this Contract, Client executes a contract separate from Contractor with any vendor to provide services or equipment such as that covered by this Contract, then Client shall be in breach of this Contract and shall pay to Contractor all fees due and unpaid by Client to Contractor under this Contract, including all fees which would have been payable by Client to Contractor under this Contract had Client accepted a bid meeting the terms of this Contract and arranged by Contractor for Client under this Contract, plus all costs including attorney's fees incurred by Contractor to collect such fees. If Client rejects all of the bids arranged by Contractor for Client pursuant to this Contract, then Contractor shall be allowed exclusively to re-bid for Client the services and equipment desired by Client according to Client's specifications. Client's Initials here acknowledge that Client carefully has reviewed the terms of this Paragraph 4 applicable to Client under this Contract.
5. **Warranties.** Throughout the term of this Contract, Contractor will obtain for Client from vendors five-to- ten-year average warranties on all new equipment obtained for Client under this Contract, five-year average warranties for all reconditioned equipment obtained for Client under this Contract, and three-to-five year average warranties for all existing equipment of Client left in place and monitored by Contractor under this Contract.
6. **Equipment Upgrades and Adjustment of SPC Fees.** If any equipment which is covered by this Contract is upgraded or replaced during the term of this Contract, then Total Cost Per Copy fees payable by Client to Contractor under paragraph 2(a) above shall be adjusted by the net increase or decrease in copy volume from the original copy volume negotiated by Contractor for Client pursuant to this Contract. (For example, three years after execution of this Contract, Contractor is asked to do an Upgrade by Client on certain of Client's equipment. After the Upgrade is approved by Client, total copy volume on Client's equipment is scheduled to be 2,000,000 copies per year for the remaining two years of this Contract instead of the 1,500,000 copies per year originally scheduled under this Contract. Under such circumstances, Contractor would be entitled to receive its fee under paragraph 2(a) above for the additional 500,000 copies per year scheduled under the Upgrade for the remaining two years of the Contract).

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7. **Retainer.** Upon execution of this Contract, Client agrees to pay Contractor a retainer of **\$1,000.00 (Waived for an existing client)**. This amount shall be credited in its entirety, however, to any fee earned by Contractor on an Upgrade of reprographic equipment or services by Client pursuant to this Contract.
8. **Optional Unforeseen Cost Fund & Installation:** By initialing below, Client hereby elects to pay Contractor, as part of the principal amount of equipment covered by this Contract, a one-time \$300 charge for each item of reprographic equipment covered by this Contract, to eliminate any liability by Client for costs unforeseen by Client for:
- SPC's Print Management Services (See Addendum A)
 - Shipping or storage under Paragraph 3(h) hereof;
 - Computer interface ports
 - Computer interface drops
 - Specialized reprographic surge protectors
 - Electrical rewiring found to be necessary to integrate reprographic equipment provided hereunder to Client's existing electronic data processing network
 - Additional legal cost paid by Contractor to prepare and facilitate the lease
 - Installation and operation of SPC Star Doc (remote monitoring of all reprographic equipment, and analysis of Client's usage and cost patterns)

Skip Tilton
President

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Client Initials:

Accept SC

9. **Entire Agreement.** This Contract represents the entire agreement between Contractor and Client with regard the subject matter hereof. No oral negotiations, discussions, or agreements, either prior to or subsequent to the date of this Contract, with regard to the subject matter hereof, are binding upon Contractor or Client, unless reduced to writing and set forth in the form of an agreement, signed by both Contractor and Client.

10. **No Conflicts-of-Interest by Contractor.** Contractor warrants to Client that Contractor has no monetary or other self-interest in the selection of any vendor to provide reprographic equipment or services to Client pursuant to this Contract, and that the performance of Contractor's obligations pursuant to this Contract shall be solely in the interests of Client to provide Client with the best possible reprographic equipment and services at the lowest possible price.

CLIENT

Company	<u>Addison Northwest School District</u>
Signature	<u>X <i>Sheila Soule</i></u>
Authorized by (please print)	<u>Sheila Soule</u>
Title	<u>Superintendent</u>
Address 1	<u>11 Main Street, Suite B100</u>
City, State, Zip	<u>Vergennes, VT 05491</u>
Telephone Number	<u>802-877-3332</u>
Fax Number	<u></u>
E-mail address	<u>ssoule@anwsd.org</u>

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate
Signature

Skip Tilton
Skip Tilton, President

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**Addendum A: Included in Optional Unforeseen Cost Fund & Installation
SPC's Print Management Services**

- **Electronic Monitoring of all Printers/Copiers (FM Audit)**
- **Measure Output at Device Level (FM Audit)**
- **Allocate Cost by Device and Building (SPC STARDoc)**
- **Manage Fleet Optimization (Annual Report)**
- **Student Population Ratios Compared to Other School Districts in New England (SPC STARDoc & Annual Report)**
- **Cost Saving Recommendations (SPC STARDoc and Annual Report)**
- **Floor Plan Asset Management (SPC STARDoc)**
- **Secure Print and Per User Limits (Awarded Vendor)**

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Addison Northwest School District
Elizabeth Jennings
11 Main Street, Suite B100
Vergennes, VT 05491
Five-Year Basis beginning with the 2021/2022 Fiscal Year

Copies-per-Year: 2,191,957

Present vs. Proposed Recommendations as of 7/1/2021

PRESENT SITUATION

- 1) Guarantees on Photocopiers: <1 Year
- 2) Annual Price Ceilings Left: <1 Year
- 3) Copiers with 3 million plus: 9
- 4) Units to be Traded: **13 (Lease Returns)**
- 5) Photocopiers: **13**
- 6) Color Photocopiers: **5**
- 7) MFPs: **0**
- 8) Printers: **9**
- 9) Duplexers: **22**
- 10) Finishers: **13**
- Total number of Units: **22**

PROPOSED SITUATION

- 1) Guarantees for both New, Recons & Used Machines: **Five + Years**
- 2) 5% or CPI Annual Ceilings, whichever is less: **Five + Years**
- 3) Copiers with 3 Million plus: **8**
- 4) Replaced: **13 New**
- 5) Photocopiers: **13 with Secure Print/Confidential Mailbox**
- 6) Color Photocopiers: **5**
- 7) MFPs: **0**
- 8) Printers: **3**
- 9) Duplexers: **16**
- 10) Finishers: **13**
- Total number of Units: **16 (Closing out 6 to right size quipment)**

Overall Description of Equipment Fleet:

Presently, you have **one copier manufacturer with 6 different models**. To give you an idea of cost savings, typically network printers are costing you **\$0.035** per black print & **\$0.25** for color when they are not under a Cost Per Copy (CPC) agreement. For example, 10,000 prints on a printer would cost about \$350, whereas our bids come in at \$61.25 with service, toner and a warranty included. With the new arrangement, you will have one vendor covering all printing devices in the district with a blanket contract with at most 3 invoices a year for the service and supplies. SPC will manage this entire process.

Print Management: STARDoc for all devices.

Capital:

Presently, you have **one** Fair Market Value lease (Commercial) that will end on June 30, 2021. With the new arrangement, you will have **one** municipal master lease (\$1.00 buyout) at 3.29% interest. Your first of five annual lease payments will be due on **August 1st, 2021**.

Service & Supplies:

Considering all of your consumable cost centers including service you are averaging **\$0.004641 for black and \$0.063445 for Color**. The new contract will come in at a CPC of **\$0.00305 for Black and \$0.0333 for Color**.

Vendor Packages:

SPC will bring you multiple different vendor combinations, matching up the best technology available to meet your needs. We would like to highlight the most qualified bid for your School District: **Symquest with Konica Copiers and Printers**

<u>Cost Center</u>	<u>Present</u>	<u>Symquest</u>
1. Service & Supplies Color:	\$17,198.13	\$8,725.26
2. Service & Supplies Black:	\$8,956.91	\$5,739.86
3. Annual Muni Lease &:	\$44,222.00	\$18,230.40*
4. Forced Upgrades:	\$00.00	\$00.00
Totals:	\$70,377.04	\$32,695.52
Annual Cost Savings: \$37,681.52 – Five Year Cost Savings: \$188,407.60		

The successful bidders will have a blanket servicing contract that includes all consumables excluding only staples and paper for all of the equipment that is under their factory authorized ability to service. They will provide one easy CPC billing plan done twice a year in July & January with a reconciliation invoice in June.

***Security package:** Hard Drive Wipes are included in these prices. It also includes return shipping of leased equipment. All compensation to SPC is included in these figures as well.



Addison Northwest School District

Elizabeth Jennings

11 Main Street

Vergennes, VT 05491

Five-Year Equipment Replacement Schedule

Addison Northwest School	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				

1	Addison Wayfinder Experience Office	Canon IR C7260 Color Photocopier 60 CPM	Konica Minolta BHC300i 30 CPM~ RADE Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan- Post Script-Hard Drive for Secure Print- Airprint	New	New	New	New
0		0 (Lease Return)	750,000	6/1/2019			
Black Vol:		3,000,000 04/13	AA2K013005982	214821			
Color Vol:		ULK05447 /		SymQuest Group, Inc.			

Proposed Annual Volume for Addison Wayfinder Experience

2	ANWSD Office 192.168.5.21	HP Laser Jet Pro M201dw Black Network Printer 26 CPM	Close Out Due to Combining and/or Low Volumes	Close Out	Close Out	Close Out	Close Out
0		19,021 (Decommission)					
Black Vol:	6,338	500,000 08/14					
		VNB3F06277 /					
			0				
			0				

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

11/17/2021 3:45:06 PM

Addison Northwest School		Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date	Estimated Life	Date Introduced			
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students		Serial Number / Present IP Address	Projected Black Volume				
Annual Volume		Special Notes	Projected Color Volume				
3	ANWSD Office Accounts Payable	HP Laser Jet Enterprise M506dn Black Network Printer 45 CPM	HP Laser Jet Enterprise M506dn - 45 CPM		HP 506	HP 506	HP 506
		31,671 (Move 2)					
0		1,000,000 10/15	1,000,000 10/1/2015				
Black Vol:	6,338	PHBGQ49799 /	PHBGQ49799 141857				
			6,338 SymQuest Group, Inc.				
4	ANWSD Office ANWSD Central Office	Canon IR C5250 Color Photocopier 50 CPM	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Saddle Stitch Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint		New	New	New
		733,846 (Lease Return)					
0		3,000,000 10/12	4,000,000 2/1/2020				
Black Vol:	99,818	JMQ30206 /	AA7N011002951 214822				
Color Vol:	60,294		99,818 SymQuest Group, Inc. 60,294				
5	ANWSD Office Financial	HP Laser Jet 4240 Black Network Printer 40 CPM	HP Laserjet M610dn 55 PPM ~ Duplex 2nd Paper Drawer-Sort-Post Script- Airprint-MICR Toner		New	New	New
		100,105 (Trade Symquest)					
0		1,000,000 03/05		5/1/2021			
Black Vol:	6,338	CNRXY36052 /	CNBCP3B1N4 142801				
			6,338 SymQuest Group, Inc.				
Proposed Annual Volume for ANWSD Office			112,494		60,294		

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Addison Northwest School		Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date	Estimated Life	Date Introduced			
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students		Serial Number / Present IP Address		Projected Black Volume			
Annual Volume		Special Notes		Projected Color Volume			
6	Ferrisburgh Central School 192.168.50.220	HP Color Laser Jet M451dn Color Network Printer 21 CPM		HP Laser Jet 600 M602 - 52 CPM		HP 602	HP 602
		29,075	(Trade Symquest)			HP 602	HP 602
		500,000	02/12	3,000,000	11/1/2011		
		CNDF221316 /		CNDCG631NX	141854		
				3,829	SymQuest Group, Inc.		
134				0	(From 19)		
Black Vol:	3,829						
Color Vol:	4,526						
7	Ferrisburgh Central School FCS - Trailer	HP Laser Jet Pro M201dw Black Network Printer 26 CPM		Close Out Due to Combining and/or Low Volumes		Close Out	Close Out
		20,216	(Decommission)			Close Out	Close Out
		500,000	08/14				
		VNB3C51400 /					
				0			
134				0			
Black Vol:	6,338						
8	Ferrisburgh Central School Nurse's Office Hallway	Canon IR 4235 Black Photocopier 35 CPM		Close Out Due to Combining and/or Low Volumes		Close Out	Close Out
		86,307	(Lease Return)			Close Out	Close Out
		750,000	10/13				
		RKJ18695 /					
				0			
134				0			
Black Vol:	18,831						

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C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

Addison Northwest School		Present Equipment		1st Year Equipment		2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date		Estimated Life	Date Introduced				
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:			
# Students		Serial Number / Present IP Address		Projected Black Volume					
Annual Volume		Special Notes		Projected Color Volume					
9	Ferrisburgh Central School Staff Room	Canon IR C7260 Color Photocopier 60 CPM		Konica Minolta BHC650i 65 CPM~ RADE Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New	New
		952,869	(Lease Return)						
134		3,000,000	04/13	4,000,000	2/1/2020				
Black Vol:	137,445	ULK01465 /		AA7N011002983	215369				
Color Vol:	70,453			137,445	SymQuest Group, Inc.				
				70,453					
Proposed Annual Volume for Ferrisburgh Central School						141,274	74,979		
10	Vergennes Union Elementary School B Wing Hallway Outside of Room B8	Canon IR ADV 6565 Black Photocopier 65 CPM		Konica Minolta BH808 80 CPM ~ RADE Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint		New	New	New	New
		1,029,604	(Lease Return)						
332		3,000,000	02/16	4,000,000	6/1/2016				
Black Vol:	260,641	SMJ01366 /		A8KN011013610	215377				
				260,641	SymQuest Group, Inc.				

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

Addison Northwest School		Present Equipment		1st Year Equipment		2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date		Estimated Life	Date Introduced				
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:			
# Students		Serial Number / Present IP Address		Projected Black Volume					
Annual Volume		Special Notes		Projected Color Volume					
11 Vergennes Union Elementary School D Wing Hallway Outside of Room D4		Canon IR 4235 Black Photocopier 35 CPM		Konica Minolta BH450i 45 CPM ~ RADE Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New	New
		446,356	(Lease Return)						
	332	750,000	10/13	1,000,000	9/1/2020				
	Black Vol:	97,387	RKJ18674 /	AC76011004730	215374				
				97,387	SymQuest Group, Inc.				
12 Vergennes Union Elementary School Hallway by Mailboxes		Canon IR C7260 Color Photocopier 60 CPM		Konica Minolta BHC650i 65 CPM~ RADE Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New	New
		1,357,307	(Lease Return)						
	332	3,000,000	04/13	4,000,000	2/1/2020				
	Black Vol:	206,511	ULK05502 /	AA7N011002941	215372				
	Color Vol:	89,628		206,511	SymQuest Group, Inc.				
				89,628					
13 Vergennes Union Elementary School Unknown		HP Color Laser Jet CP2025dn Color Network Printer 21 CPM		Close Out Due to Combining and/or Low Volumes		Close Out	Close Out	Close Out	Close Out
		23,092	(Decommission)						
	332	500,000	09/08						
	Black Vol:	3,829	CNBS202481 /						
	Color Vol:	4,526		0					
				0					
Proposed Annual Volume for Vergennes Union Elementary School				564,539		94,154			

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

Addison Northwest School	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				
14 Vergennes Union High School 192.168.1.244	HP Laser Jet P3010 Black Network Printer 40 CPM	Close Out Due to Combining and/or Low Volumes		Close Out	Close Out	Close Out
448	54,992 (Decommission)					
Black Vol:	1,000,000 09/08					
	VNB3R94088 /	0				
		0				
15 Vergennes Union High School Basement Computer Lab	HP Laser Jet 600 M602 Black Network Printer 52 CPM	Close Out Due to Combining and/or Low Volumes		Close Out	Close Out	Close Out
448	36,328 (Move 5)					
Black Vol:	3,000,000 11/11					
	CNDCG631NX /	0				
		0				
16 Vergennes Union High School HS Learning Center A Wing Hallway	Canon IR4225 Black Photocopier 25 CPM	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New
448	168,039 (Lease Return)					
Black Vol:	500,000 10/13	1,000,000 9/1/2020				
	RKF07700 /	AC76011004865 215370				
		36,663 SymQuest Group, Inc.				

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

Addison Northwest School		Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date	Estimated Life	Date Introduced			
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students		Serial Number / Present IP Address		Projected Black Volume			
Annual Volume		Special Notes		Projected Color Volume			
17	Vergennes Union High School Main Office	Canon IR C5250 Color Photocopier 50 CPM	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New
448		410,036 (Lease Return)	4,000,000	2/1/2020			
Black Vol:	47,818	JMQ29881 /	AA7N011002936	215368			
Color Vol:	41,645		47,818	SymQuest Group, Inc.			
			41,645				
18	Vergennes Union High School Room C11 Middle School Computer Lab	HP Laser Jet Enterprise M506dn Black Network Printer 45 CPM	HP Laser Jet Enterprise M506dn - 45 CPM		HP 506	HP 506	HP 506
448		68,620 (Keep in Place)	1,000,000	10/1/2015			
Black Vol:	6,338	PHBGR77247 /	PHBGR77247	141856			
			6,338	SymQuest Group, Inc.			
19	Vergennes Union High School Room C14 Faculty Room	Canon IR 6575 Black Photocopier 75 CPM	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan- Post Script-Hard Drive for Secure Print- Airprint		New	New	New
448		1,335,144 (Lease Return)	4,000,000	6/1/2016			
Black Vol:	350,304	SMT01725 /	A8KN012001486	215373			
			350,304	SymQuest Group, Inc.			

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

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Upgrade Report page 12

Addison Northwest School		Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName		Present Meter/Survey Date	Estimated Life	Date Introduced			
Room		Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students		Serial Number / Present IP Address		Projected Black Volume			
Annual Volume		Special Notes		Projected Color Volume			
20	Vergennes Union High School Room C23 Library	Canon IR ADV 6565 Black Photocopier 65 CPM	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan- Post Script-Hard Drive for Secure Print-Airprint		New	New	New
448		1,204,263 (Lease Return)	4,000,000	6/1/2016			
Black Vol:	262,748	SMJ01383 /	A8KN012001480	215375			
			262,748	SymQuest Group, Inc.			
21	Vergennes Union High School Room C24 Counseling Office	Canon IR4225 Black Photocopier 25 CPM	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan- Post Script-Hard Drive for Secure Print-Airprint		New	New	New
448		152,885 (Lease Return)	1,000,000	9/1/2020			
Black Vol:	33,357	RKF07560 /	AC76011004890	215371			
			33,357	SymQuest Group, Inc.			
22	Vergennes Union High School Room D15 D Wing Hallway	Canon IR ADV 6565 Black Photocopier 65 CPM	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint		New	New	New
448		1,495,955 (Lease Return)	4,000,000	6/1/2016			
Black Vol:	326,390	SMJ01355 /	A8KN012001468	215376			
			326,390	SymQuest Group, Inc.			

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C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

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Upgrade Report page 13

Addison Northwest School	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				
Proposed Annual Volume for Vergennes Union High School		1,063,618		41,645		

*NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;*

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Addison Northwest School District

11 Main Street

Vergennes, VT 05491

	PRESENT	PROPOSED
Black Photocopiers	1,386,321	1,367,490
Black Photocopiers - Existing - Recon	0	0
High Production Black Photocopiers	0	0
Color Photocopiers - Black Volume	491,593	491,593
Color Photocopiers - Color Volume	262,020	262,020
Color Photocopiers - Existing - Recon	0	0
High Production Color Photocopiers	0	0
Black Network Printers	44,366	22,843
Black Laser MFP	0	0
Color Network Printers - Black Volume	7,658	0
Color Network Printers - Color Volume	9,052	0
Color Laser MFP - Black Volume	0	0
Color Laser MFP - Color Volume	0	0
Color Ink Jet Local Printers - Black Volume	0	0
Color Ink Jet Local Printers - Color Volume	0	0
Color Ink Jet MFP - Black Volume	0	0
Color Ink Jet MFP - Color Volume	0	0
<i>Total Black Volume</i>	1,929,938	1,881,926
<i>Total Color Volume</i>	271,072	262,020
TOTALS	2,201,009	2,143,946

Recommended Vendor(s): Symquest with Konica Minolta Copiers & Printers**Upgrade Date on 7/1/2021****BLACK VOLUME**

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
SymQuest Group, Inc. / Color Photocopier	491,593	\$0.00300	\$1,474.78
SymQuest Group, Inc. / Black Photocopier	1,367,490	\$0.00300	\$4,102.47
SymQuest Group, Inc. / Black Network Printer	16,505	\$0.00750	\$123.79
SymQuest Group, Inc. / Black Network Printer	6,338	\$0.00613	\$38.82
Sub Totals	1,881,926	\$0.00305	\$5,739.86

COLOR VOLUME

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
SymQuest Group, Inc. / Color Photocopier	262,020	\$0.03330	\$8,725.26
Sub Totals	262,020	\$0.03330	\$8,725.26



Addison Northwest School District
2021-2022 / July Pre-Bill
Summary by Building

Black Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Addison Wayfinder Experience	1,000	\$3.00	500	\$1.50
District Office	112,494	\$385.84	56,247	\$192.92
Ferrisburgh Central School	141,274	\$441.05	70,638	\$220.53
Vergennes Union Elementary School	564,539	\$1,693.62	282,271	\$846.81
Vergennes Union High School	1,063,618	\$3,219.38	531,810	\$1,609.69
Black Prints Totals	1,882,925	\$5,742.89	941,466	\$2,871.46

Color Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Addison Wayfinder Experience	500	\$16.65	250	\$8.33
District Office	60,294	\$2,007.79	30,147	\$1,003.90
Ferrisburgh Central School	70,453	\$2,346.08	35,227	\$1,173.06
Vergennes Union Elementary School	89,628	\$2,984.61	44,814	\$1,492.31
Vergennes Union High School	41,645	\$1,386.78	20,823	\$693.41
Color Prints Totals	262,520	\$8,741.92	131,261	\$4,370.99

Total Pre-Billing Invoice	2,145,445	\$14,484.80	1,072,727	\$7,242.45
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SCHEDULE A SERVICE & SUPPLY CONTRACT - CLIENT

Client: Addison Northwest School District
Contracted Vendor: SymQuest Group, Inc.
Term: 7/1/2021 through 6/30/2026

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Machine Type</i>	<i>Black Cost/Copy</i>	<i>COLOR Cost/Copy</i>
Addison Wayfinder Experience	Office	Konica Minolta BHC300i	AA2K013005982	Color Photocopier	\$0.00300	\$0.03330
District Office	Accounts Payable	HP Laser Jet Enterprise M506dn	PHBGQ49799	Black Network Printer	\$0.00750	\$0.00000
District Office	ANWSD Central Office	Konica Minolta BHC650i	AA7N011002951	Color Photocopier	\$0.00300	\$0.03330
District Office	Financial	HP Laser Jet 600 M610	CNBCP3B1N4	Black Network Printer	\$0.00613	\$0.00000
Ferrisburgh Central School	192.168.50.220	HP Laser Jet 600 M602	CND CG631NX	Black Network Printer	\$0.00750	\$0.00000
Ferrisburgh Central School	Staff Room	Konica Minolta BHC650i	AA7N011002983	Color Photocopier	\$0.00300	\$0.03330
Vergennes Union Elementary School	B Wing Hallway Outside of Room B8	Konica Minolta BH808	A8KN011013610	Black Photocopier	\$0.00300	\$0.00000
Vergennes Union Elementary School	D Wing Hallway Outside of Room D4	Konica Minolta BH450i	AC76011004730	Black Photocopier	\$0.00300	\$0.00000
Vergennes Union Elementary School	Hallway by Mailboxes	Konica Minolta BHC650i	AA7N011002941	Color Photocopier	\$0.00300	\$0.03330
Vergennes Union High School	HS Learning Center A Wing Hallway	Konica Minolta BH450i	AC76011004865	Black Photocopier	\$0.00300	\$0.00000
Vergennes Union High School	Main Office	Konica Minolta BHC650i	AA7N011002936	Color Photocopier	\$0.00300	\$0.03330
Vergennes Union High School	Room C11 Middle School Computer Lab	HP Laser Jet Enterprise M506dn	PHBGR77247	Black Network Printer	\$0.00750	\$0.00000
Vergennes Union High School	Room C14 Faculty Room	Konica Minolta BH808	A8KN012001486	Black Photocopier	\$0.00300	\$0.00000
Vergennes Union High School	Room C23 Library	Konica Minolta BH808	A8KN012001480	Black Photocopier	\$0.00300	\$0.00000

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Machine Type</i>	<i>Black Cost/Copy</i>	<i>COLOR Cost/Copy</i>
Vergennes Union High School	Room C24 Counseling Office	Konica Minolta BH450i	AC76011004890	Black Photocopier	\$0.00300	\$0.00000
Vergennes Union High School	Room D15 D Wing Hallway	Konica Minolta BH808	A8KN012001468	Black Photocopier	\$0.00300	\$0.00000

Subject to change and correction and future additions.

Additional Provisions:

•MST•

SERVICE AND SUPPLY CONTRACT - CLIENT

M.S.T hereby contracts with Addison Northwest School District ("Client") to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A ("Equipment") using the Contracted Vendor shown below at a cost per print shown on said Schedule A, commencing on July 1, 2021 and terminating on June 30, 2026. This Service and Supply Contract ("Contract") shall exclude only the cost of paper, transparencies, and staples. Refer to Schedule A for Additional Provisions, if any.

M.S.T. assumes responsibility for all billing and vendor payment. M.S.T. shall invoice Client one-half of the annual projected number of pages multiplied by the cost per print listed on Schedule A. This semi-annual billing will take place July 1 and January 1. Actual meter reads will be collected by M.S.T. either electronically or from Client staff during the month of June. A final Reconciliation spreadsheet and invoice will then be completed and sent to client. Upon payment of each billing invoice during the year, M.S.T. will reimburse Contracted Vendor appropriately. Client is responsible for making payment in full within 30 days of said invoicing to avoid suspension of supplies by Contracted Vendor.

On July 1 of each calendar year during the afore-mentioned term, M.S.T. shall credit Client any unused prepaid pages to Client if fewer copies were made by Client during the Contract period ending on or before June 30 annually than were originally estimated under this Contract for such period. If more pages were consumed than billed in the combined semi-annual billing, an overage invoice will be generated. Following semi-annual billing will be based on previous year volume.

On July 1 of each calendar year during the term of this Contract, M.S.T., at its option, may increase such costs per print under this Service and Supply Contract by 5% or by a percentage equal to the increase during the immediately preceding 12-month period of "The Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84 = 100," whichever is less.

Client or M.S.T. may terminate Contract at any time with a 30-day written notice. Client will be required to provide final meter reads on all Equipment listed on Schedule A, including those added during the Contract term. Any credits owed to Client after reconciling actual usage versus projected will be paid to Client. Client must return any unused consumables to Contracted Vendor.

AGREED AND ACCEPTED BY:
M.S.T. Government Leasing, LLC

By: Skip Tilton

Title: President/Owner

Date: 5/11/2021

Signature: 

AGREED AND ACCEPTED BY:
Addison Northwest School District

By: Sheila Soule

Title: Superintendent

Date: 5/28/21

Signature: 

*Named Contracted Vendor: SymQuest Group, Inc.
PO Box 2384
South Burlington, VT 05407*



SCHEDULE B WARRANTY

Client: Addison Northwest School District
Contracted Vendor: SymQuest Group, Inc.
Term: 7/1/2021 through 6/30/2026

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Warranty Life</i>	<i>Model Intro Date</i>
Addison Wayfinder Experience	Office	Konica Minolta BHC300i	AA2K013005982	750,000	6/1/2019
District Office	Accounts Payable	HP Laser Jet Enterprise M506dn	PHBGQ49799	1,000,000	10/1/2015
District Office	ANWSD Central Office	Konica Minolta BHC650i	AA7N011002951	4,000,000	2/1/2020
District Office	Financial	HP Laser Jet 600 M610	CNBCP3B1N4		5/1/2021
Ferrisburgh Central School	192.168.50.220	HP Laser Jet 600 M602	CND CG631NX	3,000,000	11/1/2011
Ferrisburgh Central School	Staff Room	Konica Minolta BHC650i	AA7N011002983	4,000,000	2/1/2020
Vergennes Union Elementary School	B Wing Hallway Outside of Room B8	Konica Minolta BH808	A8KN011013610	4,000,000	6/1/2016
Vergennes Union Elementary School	D Wing Hallway Outside of Room D4	Konica Minolta BH450i	AC76011004730	1,000,000	9/1/2020
Vergennes Union Elementary School	Hallway by Mailboxes	Konica Minolta BHC650i	AA7N011002941	4,000,000	2/1/2020
Vergennes Union High School	HS Learning Center A Wing Hallway	Konica Minolta BH450i	AC76011004865	1,000,000	9/1/2020
Vergennes Union High School	Main Office	Konica Minolta BHC650i	AA7N011002936	4,000,000	2/1/2020
Vergennes Union High School	Room C11 Middle School Computer Lab	HP Laser Jet Enterprise M506dn	PHBGR77247	1,000,000	10/1/2015
Vergennes Union High School	Room C14 Faculty Room	Konica Minolta BH808	A8KN012001486	4,000,000	6/1/2016
Vergennes Union High School	Room C23 Library	Konica Minolta BH808	A8KN012001480	4,000,000	6/1/2016

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Warranty Life</i>	<i>Model Intro Date</i>
Vergennes Union High School	Room C24 Counseling Office	Konica Minolta BH450i	AC76011004890	1,000,000	9/1/2020
Vergennes Union High School	Room D15 D Wing Hallway	Konica Minolta BH808	A8KN012001468	4,000,000	6/1/2016

Subject to change and correction and future additions.

Additional Provisions:

If it is deemed necessary to replace a malfunctioning machine then the replacement unit must comply with the following...

- Same Speed or Faster
- Same Volume or less
- Same Introduction Date or Newer

•MST•

WARRANTY

SymQuest Group, Inc. ("Contracted Vendor") hereby warrants to Addison Northwest School District ("Client") that, if any such Equipment described on Schedule B attached hereto malfunctions through no fault of Client during the term commencing on July 1, 2021 and terminating on June 30, 2026, and such Equipment cannot be repaired promptly, Contracted Vendor will replace such Equipment with equipment which is equal to or superior in quality and capabilities to the Equipment being replaced, at no cost to Client. Refer to Schedule B for Additional Provisions to this Warranty.

The only exclusions to this Warranty are as follows:

1. This Warranty will expire for an item of Equipment when the Warranty Life of such item of Equipment in number of copies, as shown on Schedule B attached hereto, is exceeded.
2. This Warranty will expire for an item of Equipment at the date which is ten years after such Equipment was first offered for sale or lease by the manufacturer as shown on Schedule B attached hereto.

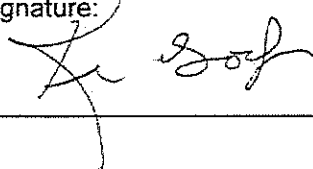
AGREED AND ACCEPTED BY:
SymQuest Group, Inc.

By: Ken Godzik

Title: Senior Sales Director

Date: 5/18/21

Signature:



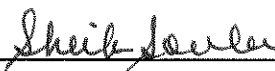
AGREED AND ACCEPTED BY:
Addison Northwest School District

By: Sheila Soule

Title: Superintendent

Date: 5/28/21

Signature:



12/23/13

VOTE TO BE ADOPTED
Addison Northwest School District
Vergennes, Vermont

Voted: The Superintendent of Schools is authorized to execute and deliver a tax-exempt lease purchase agreement with M.S.T. Government Leasing, LLC in the name and on behalf of the **Addison Northwest School District** (the “Issuer”), for the purpose of refunding and refinancing existing lease purchases of photocopier equipment and lease purchasing additional new and reconditioned photocopier equipment, any service agreements specifically financed in connection with certain equipment, consulting fees, and related costs of issuance, with an aggregate purchase price not exceeding **Eighty Five Thousand Two Hundred and Eighty-Eight Dollars and Ninety-Four Cents (\$85,288.94)**, at a rate of interest of not more than **3.290%** per year through **August 1, 2025**, and otherwise in such form as the Superintendent may approve; and that the appropriate officials of the Issuer be and hereby are authorized to execute and deliver on behalf of the Issuer such other documents and certificates as may be required in connection with such tax-exempt lease purchase agreement; and that no part of the proceeds of said tax-exempt lease purchase agreement shall be used, directly or indirectly, to acquire any securities or obligations, the acquisition of which would cause the tax-exempt lease purchase agreement to be a “private activity bond” or an “arbitrage bond” within the meaning of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”); and that the tax-exempt lease purchase agreement issued pursuant hereto be designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of said Code; and that the Superintendent be and hereby is authorized to covenant on behalf of the Issuer to file any information report and pay any rebate due to the United States in connection with the issuance of said tax-exempt lease purchase agreement, and to take all other lawful actions necessary to insure that the interest portion of the rental payments under and pursuant to the tax-exempt lease purchase agreement will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof. The School Board of the Issuer also authorizes the Superintendent of Schools of the School District to sign the attached Contract with Specialized Purchasing Consultants, Inc. relating to acquisition of photocopying equipment for the Issuer and authorizes such persons to make any elections under the Contract not exceeding the aggregate purchase price of this authorizing Vote.

MST Government Leasing, LLC

Serving Maine & New Hampshire since 1988

Skip Tilton
Manager

Corporate Office:
1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
Corporate Email Address:
stilton@spccopypro.com

May 25, 2021

Addison Northwest School District
11 Main Street Suite B100
Vergennes, VT 05491

Dear Elizabeth:

Upgrade Contract Packet:

Instructions:

Prior to install, it is important that all contracts are signed and returned to SPC for processing. This will assure that on Day One you will have all contracts in place prior to installation and if service is required it can be implemented.

We understand there is a level of trust that allows SPC to properly implement contracts through the signing and distribution of funds in your behalf. You can be confident that no distribution to the installing vendor will take place without your written authority.

Contents Include:

1. **MST Lease Documents**
2. **Service and Supply Contract**
3. **Warranty on Equipment**

Contract Definition & Purpose:

1. **MST Lease Documents**
 - o **Purpose:** Set up to assign to a funding source that approves your financials. Norway Savings Bank (NSB) is the expected funding source. They will invoice you annually prior to August 1.
 - o **Process:** Once signed by the board-approved contact, it needs to be overnighted back to MST Government Leasing, located at 1491 East Side River Road, Dummer, NH 03588. This is the fastest and most secure transfer of documents. MST will then sign the appropriate documents and overnight them to the assigned funding source, which was awarded to NSB. The bank then wires funds to MST for distribution to installing vendor. MST will request your written permission to release funds. Funds are then distributed appropriately.
 - o **Contents:** Includes the lease itself along with several supporting schedules:
 - a. Documents filed by MST & included into Lease:
 - **UCC:** Filed with the State to inform them that MST has a lien on the assigned equipment.
 - b. Schedules included in Lease:

MST Government Leasing, LLC

Serving Maine & New Hampshire since 1988

Skip Tilton
Manager

Corporate Office:
1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
Corporate Email Address:
stilton@spccopypro.com

- A: Schedule of Equipment and Lease Payments
- B: Acknowledgement and Acceptance of Equipment
- C: Request for Certification of Insurance with Insurance Verification
- D: Essential Use Statement
- E: Tax Statement
- F: Collateral List
- **8038G:** IRS document that notifies the IRS the tax-exempt status of this specific lease
- **Amortization:** Breakdown of Capital cost between principal and interest.

2. Service & Supply Contract

- Provides a breakdown by location of each machine that is being serviced and the agreed-upon Cost per Print. Will include both new and used equipment. Initially, the serial numbers of the new units are missing until the install takes place.
 - a. Once serial numbers are provided by vendor, a complete agreement will be submitted to you.
- Thereafter, SPC will assist in the collection of meters and submit Simplified Billing by July 1 and January 1, with Reconciliation by June 30.

3. Warranty of Equipment

- Warranty is coterminous with Service and Supply Agreement for a minimum of five (5) years.
- Signed by installing vendor.

4. Old Service & Supply Contracts: Cancellation Letter

N/A

Client Already implemented

5. FMV Lease (if applicable): Cancellation Letter sent any current leasing co.

Client Already implemented

6. Trade Out Authorization: Releasing old equipment to be disposed of.

7. Tax Exempt Form: Please return your tax-exempt form with the leasing documents if we have not already received it.

If there are any other questions, please reach out to either Alex Webster or me.
Thank you for your continued trust and confidence.

Sincerely,

Skip Tilton
Manager

M.S.T. Government Leasing LLC
1491 Eastside River Road
Dummer, NH 03588
800-750-1538

Lease Number: 524

Municipal Lease Purchase Agreement

M.S.T. Government Leasing LLC, a New Hampshire Limited Liability Company with a principal location in Dummer, New Hampshire (the "Lessor"), and the Lessee, indicated on Schedule A attached hereto (the "Lessee") agree to the lease of equipment subject to the terms of this Agreement and all schedules attached hereto (collectively referred to as the "Lease").

In consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

1. **EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment listed in Schedule F together with any replacement parts, additions, repairs or accessories now or hereafter permanently incorporated in or affixed to it (the "Equipment") on the terms and conditions set forth herein.
2. **TERM.** The term of this Lease is set forth in Schedule A (the "Lease Term").
3. **COMMENCEMENT AND EXPIRATION.** This Lease shall commence upon Lessee's acceptance of the Equipment (the "Commencement Date") and continue until the earlier of (i) the end of the Lease Term; (ii) a permitted termination pursuant to Non-Appropriation of Funds (Paragraph 17); (iii) Lessor's termination of the Lease after Default (Paragraph 19) or (iv) Lessee's proper exercise of its option (Paragraph 20). Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within 90 days after Lessee signs this Lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an "Acknowledgment and Acceptance of Equipment by Lessee" form within 30 days after the Equipment is delivered to Lessee.
4. **ACCEPTANCE OF EQUIPMENT.** Lessee agrees to immediately inspect the Equipment upon receipt of the Equipment and to execute an "Acknowledgment and Acceptance of Equipment by Lessee" form, in the form attached hereto as Schedule B, after the Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory as of the time of inspection in every respect, excluding latent or unknown defects. The "Acknowledgment and Acceptance of Equipment by Lessee" form must be promptly executed and delivered to Lessor within 30 days after the Equipment is delivered to Lessee.
5. **CONVENANTS OF LESSEE.** Lessee represents and warrants to Lessor that as of the date of this Lease and throughout the term of this Lease:
 - (a) Lessee is a public body, politic and corporate within the State in which it is located;
 - (b) Lessee is duly organized and existing under the Constitution and laws of said State, and is duly authorized to execute and carry out its obligations under this Lease;
 - (c) This Lease including all schedules and amendments hereto have been duly authorized, executed and delivered by Lessee;

(d) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of payments under this Lease and will not use or permit the use of the Equipment in such a manner as to cause this Lease to be a "private activity bond" or an "arbitrage bond" under the Code; and

(e) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.

6. **PAYMENTS: AMORTIZATION SCHEDULE.** Lessee agrees to promptly pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by the Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. If any Payment is not received by Lessor within thirty (30) days after the Payment Date, then Lessee shall pay to Lessor a late payment fee of five percent (5%) of the amount of such delinquent Payment. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.

7. **DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES.** THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:

(a) **LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;**

(b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;

(c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing essential governmental uses and public functions of Lessee within the permissible scope of Lessee's authority and will not be used in a trade or business;

(d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or the manufacturer of the Equipment and not against the Lessor;

(e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;

(f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and

(g) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO MAKE LEASE PAYMENTS OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.

8. **NON-ASSIGNMENT.** Lessee agrees that it shall not assign, sublease, pledge or transfer this Lease or sublease the Equipment or any interest therein, or otherwise dispose of the Equipment referenced in this Lease without the prior written consent of the Lessor.
9. **RELATION BETWEEN THE LESSOR AND THE SUPPLIER.** Lessee understands and acknowledges that no broker or Supplier or any agent of such is an agent of Lessor. No Supplier or agent of such is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment made by a Supplier or agent of same shall affect Lessee's duty to pay Lessor the lease payments hereunder.
10. **LOCATION.** The Equipment shall be kept at the location set forth in Schedule A and may not be removed without Lessor's prior written consent.
11. **USE.** Lessee shall maintain the Equipment in good operating condition in the same configuration as when accepted, shall use the Equipment solely in the manner for which it is intended and reasonably in compliance with the manufacturer instructions, shall make all necessary repairs at Lessee's expense, shall reasonably comply with all laws relating to its possession, use or maintenance, and shall not unreasonably make any alterations, additions or improvements to the Equipment without the Lessor's prior written consent. Lessee further agrees to comply with all license and copyright requirements of any software used in connection with the Equipment.
12. **OWNERSHIP; TITLE.** Title to the Equipment shall pass to Lessee upon Lessee's acceptance of the Equipment pursuant to this Lease, subject to the rights of Lessor under this Agreement. To secure the payment of Lessee's obligations under this Lease, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including a UCC-1 financing statement in the appropriate office of Lessee's state and similar instruments, in form reasonably satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest, and upon assignment, the security interest of any assignee of Lessor. Lessor agrees to provide the Equipment to Lessee free of liens, attachments and other encumbrances. All additions, repairs or improvements made to Equipment shall belong to Lessee, subject to the rights of Lessor under this Lease.
13. **SURRENDER.** At the expiration of the Lease Term, should the Lessee choose not to exercise its option to purchase the Equipment, the Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear excepted, by delivering it packed, if applicable, and ready for shipment to the Supplier or such other location as is agreed to by the parties.
14. **LOSS OR DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of any part of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to make lease payments hereunder or to comply with any other obligation of this Lease. In the event of damage to any part of the Equipment, Lessee

shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following:

- (a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or
- (b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor's receipt of payment set forth above, Lessee shall be entitled to the Equipment with any warranties made by the Supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. **INSURANCE; LIENS; TAXES.** The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor's interest. Lessee also agrees to name Lessor as an additional insured on Lessee's comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages, either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee's obligation under this paragraph is limited by the Lessee's limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days' prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall be evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee causes or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended, Lessee agrees to pay the "taxable interest rate" retroactive to its Commencement Date. The "taxable interest rate" is defined as that rate that results in the same after-tax yield to the Lessor, or its assigns, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less.

16. **ASSIGNMENT BY LESSOR.** Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all rights and obligations originally afforded Lessor under this Lease. Lessee shall recognize and hereby consents to any assignments of this Lease.

17. **NONAPPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this Lease, the Lessee may elect to terminate this Lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its

intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Lessee. In the event of such termination, Lessee agrees to peaceably surrender the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications, if applicable, and sent prepaid and insured to the location as is agreed to by the parties. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. Termination under this Paragraph 17 shall be effective upon the expiration of the applicable fiscal year of the Lease and payment of all lease payments during that fiscal year. Lessee's exercise of its rights under this Paragraph 17 shall not affect the survival of any other provisions (other than the obligation to make lease payments beyond the applicable fiscal year) which survive the termination of the Lease.

18. **ESCROW ACCOUNT.** At the option of the Lessor, an escrow account may be created at Franklin Savings Bank to hold the Lease proceeds prior to disbursement of funds to the seller of the Equipment. Any interest earned on this account shall be payable to the Lessee. Lessor shall act as the escrow agent and shall disburse funds as appropriate under the other provisions of the Lease. Lessee understands and agrees they have no right of direct access to the funds in said escrow account.
19. **DEFAULT.** Lessee shall be in default of this Lease if: (a) Lessee fails to make any payments which are due under the terms of this Lease for a period of ten (10) days after the due date thereof; (b) Lessee fails to abide by any of the provisions of this Lease, and such failure continues for a period of ten (10) days after notice from Lessor; (c) the Equipment or any portion of the Equipment becomes subject to liens, seizures, assignments, transfers, sublease or sale without the prior written consent of the Lessor; (d) Lessee abandons the Equipment or permits any other entity to use the Equipment without the prior written consent of Lessor, (e) Lessee has made any misleading or false statements in connection with application for or performance of this Lease; (f) Lessee defaults in any other agreement it has with Lessor; (g) Lessee assigns its rights in property for the benefit of creditors; or (h) Lessee files a petition under any state or federal bankruptcy or insolvency laws, or any similar law.
20. **OPTION.** Provided that no default or Non-Appropriation of Funds has occurred, Lessee may purchase all (but not less than all) of the Equipment for the Option Price set forth on Schedule A at the end of the Lease Term. If Lessee exercises its option under this paragraph, Lessor shall convey or release to Lessee, all its right, title and/or interest in the Equipment on an "AS-IS, WHERE-IS" basis without any representation or warranty.
21. **SEVERABILITY.** This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other portion or provisions hereof, all of which shall remain in full force and effect.
22. **TIME OF ESSENCE.** Time is of the essence in the performance of all aspects of this Lease; the parties agree that this provision shall not be waived by implication or otherwise should the parties accept performance on a late basis.
23. **CHOICE OF LAW.** The parties agree that the execution, interpretation and performance of this Lease shall be governed by the laws of the State of Maine.
24. **ENTIRE AGREEMENT; NO WAIVER.** This Lease, together with the attached Schedules A-F, constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded

unless in writing signed by a representative of all parties hereto. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the parties have caused this Municipal Lease Purchase Agreement to be executed by their duly authorized representatives as an instrument under seal.

Lessor:

M.S.T. Government Leasing LLC

By: 
Merle S Tilton

Its: Manager

Date: 5-25-2021

Lessee:

Addison Northwest School District

By: 
Sheila Soule, Superintendent

Its: Superintendent or Board Designee

Date: 5/28/21

M.S.T Government Leasing, LLC.

Lease Number: 524

Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

LESSEE: Addison Northwest School District

ADDRESS: 11 Main Street Suite B100 Vergennes, VT 05491

EQUIPMENT DESCRIPTION: (Schedule F)

Lease Term: 5 Years

Payment Amount: \$18,230.40

No. of Payments: 5

Pay Period: Annual

Advance Payments: No

Lease Value: \$85,288.94

Option Price: \$1.00

Amortization Schedule: (see attached)

Lease Commencement Date: 7/1/2021

First Payment Due: 8/1/2021

Lessor: M.S.T. Government Leasing LLC

Lessee: Addison Northwest School District

By: 

Merle S Tilton, Manager

By: 

Sheila Soule, Superintendent

Date: 5-25-2021

Date: 5/28/21

Addison Northwest SD Amort Schedule

Compound Period : Annual

Nominal Annual Rate : 3.290 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/01/2021	85,288.94	1		
2 Payment	08/01/2021	18,230.40	5	Annual	08/01/2025

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 07/01/2021				85,288.94
1 08/01/2021	18,230.40	238.32	17,992.08	67,296.86
2021 Totals	18,230.40	238.32	17,992.08	
2 08/01/2022	18,230.40	2,214.07	16,016.33	51,280.53
2022 Totals	18,230.40	2,214.07	16,016.33	
3 08/01/2023	18,230.40	1,687.13	16,543.27	34,737.26
2023 Totals	18,230.40	1,687.13	16,543.27	
4 08/01/2024	18,230.40	1,142.86	17,087.54	17,649.72
2024 Totals	18,230.40	1,142.86	17,087.54	
5 08/01/2025	18,230.40	580.68	17,649.72	0.00
2025 Totals	18,230.40	580.68	17,649.72	
Grand Totals	91,152.00	5,863.06	85,288.94	

M.S.T. Government Leasing, LLC.

Lease Number: 524

Schedule B - ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Equipment: See Schedule F

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes, excluding latent or unknown defects. Lessee hereby accepts the Equipment unconditionally and irrevocably from Lessor but waives no rights against supplier or manufacturer.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment is not being leased on any type or form of trial or rental basis.

Lessee: Addison Northwest School District

By: Sheila Soule
Sheila Soule, Superintendent

Date: 5/28/21

M.S.T. Government Leasing, LLC.

Addison Northwest School District

Lease Number: 524

Schedule C – INSURANCE VERIFICATION

Paragraph 15 of the Lease states that you must carry insurance on the Equipment. Your insurance company shall name M.S.T. GOVERNMENT LEASING, LLC, 1491 EASIDE RIVER ROAD, DUMMER, NH 03588, its successors and/or assigns as the loss payee to the extent of its interest if the equipment is damaged. Please fill out the information below to ensure this takes place. You are responsible for contacting your insurance agent to set this up. Please have a binder sent to us.

This is to confirm that the Equipment under Lease Purchase Agreement No.524 is or will be insured for all risks of loss or damage from every cause whatsoever. and the Lessee shall also carry public liability insurance, person injury insurance and property damage insurance covering the Equipment.

All such insurance shall be provided in accordance with the requirements of paragraph 15 of the Lease. M.S.T. Government Leasing, LLC and/or its Assignee shall be named to the extent of its interest "LOSS PAYEE" on the loss or damage coverage and "ADDITIONAL INSURED" on the liability coverage.

A binder describing the insurance will be sent to M.S.T. GOVERNMENT LEASING, LLC and/or its Assignee by mail and/or Fax: 603-262-1931

Agency: Vermont School Boards Insurance Trust

Address: 52 Pike Drive, Berlin, VT 05602

Agent's Name: Ken Canning

Phone: (802) 223-5040

Insurance Co. Vermont School Boards Insurance Trust

Policy No. VSBIT C003 0718

Expiration Date: 6/30/2021

WE MUST HAVE A CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING

Request for Certificate of Insurance

TO:

Insurance Company: Vermont School Boards Insurance Trust
52 Pike Drive
Berlin, VT 05602

Contact Name: Ken Canning
Telephone Number: (802)-223-5040
Fax Number: (802)-229-1446

FROM:

Customer/Lessee Name: Addison Northwest School District
11 Main Street Suite B100

Vergennes, VT 05491

Contact Name: Sheila Soule, Superintendent
Telephone Number: (802) 877-3332
Fax Number: (802) 877-2029

Addison Northwest School District ("Lessee") is in the process of financing certain equipment from M.S.T. Government Leasing, LLC ("Lessor"). In order to facilitate **this transaction, please submit a Certificate of Insurance to:**

M.S.T. Government Leasing, LLC
Attn: Kelly Fortier
1491 East Side River Road
Dummer, New Hampshire 03588

Norway Savings Bank
Attention: Jack Day
Fax Number: (207) 743-5377
Phone Number: (888) 725-2207 x1040

Lessee requests that M.S.T. Government Leasing, LLC and Norway Bank be listed as INSUREDS as to public liability coverage and CO-LOSS PAYEES as to property coverage. A copy of said certificate should be forwarded to M.S.T. Government Leasing, LLC and Norway Savings Bank as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, M.S.T. Government Leasing, LLC and Norway Bank are to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax this completed information to both:

M.S.T. Government Leasing, LLC
Attn: Kelly Fortier
Fax Number: (603) 262-1931
Phone Number: 800-750-1538 x1

Norway Savings Bank
Attention: Jack Day
Fax Number: (207) 743-5377
Phone Number: (888) 725-2207 x1040

Please contact the person above if you have any questions. Thank you!

Addison Northwest School District
By: Sheila Soule
Name: Sheila Soule
Title: Superintendent



DATE 6/15/2021

CERTIFICATE OF COVERAGE**PROGRAM SPONSOR**VSBIT MULTI-LINE INTERMUNICIPAL SCHOOL PROGRAM
52 PIKE DRIVE
BERLIN, VT 05602
802.223.6132**COVERED MEMBER**ADDISON NORTHWEST SCHOOL DISTRICT
11 MAIN STREET SUITE B100
VERGENNES, VT 05491

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERAGES

THE COVERAGE DOCUMENTS LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	COVERAGE DOCUMENT NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GARAGE LIABILITY INCLUDED	VSBITCGL2021	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ 10,000,000
				DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 1,000,000
				MEDICAL EXPENSE (Any one person)	\$ 25,000
				PERSONAL & ADV INJURY	\$ 10,000,000
				GENERAL AGGREGATE	\$ 10,000,000
				PRODUCTS-COMP/OP AGG	\$ Included
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED/LEASED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VSBITAL2021	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (each accident)	\$ 10,000,000
				BODILY INJURY (Per person)	
				BODILY INJURY (Per accident)	
				PROPERTY DMG (Per accident)	
AUTO PHYSICAL DAMAGE <input checked="" type="checkbox"/> OWNED/LEASED AUTOS <input checked="" type="checkbox"/> AUTOS IN YOUR CARE FOR WHICH YOU ARE LEGALLY LIABLE	VSBITPR2021	07/01/2021	07/01/2022	ACTUAL CASH VALUE LESS	
				<input checked="" type="checkbox"/> COMP DEDUCTIBLE \$ 500 <input checked="" type="checkbox"/> COLL DEDUCTIBLE \$ 500	
SCHOOL LEADERS ERRORS & OMISSIONS <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	VSBITELL2021	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	VSBITWC2021	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
				E.L. Each Accident	\$ 1,000,000
				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
PROPERTY	VSBITPR2021	07/01/2021	07/01/2022	REPLACEMENT COST VALUATION. SPECIAL RISK CAUSES OF LOSS.	On File with VSBIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONSAs per the above referenced VSBIT Coverage Documents 2021.
See Attached...**CERTIFICATE HOLDER**M.S.T. Government Leasing, LLC
1491 East Side River Road
Attn: Kelly Fortier
Dummer NH 03588 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROGRAM SPONSOR WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE SERVICE PROVIDER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS Continued.

M.S.T. Government Leasing, LLC and Norway Savings Bank are shown as additional members with regards to the general liability coverage and Co-Loss Payees pertaining to the leased property.

M.S.T. Government Leasing, LLC.

Lease Number: 524

Schedule D -- ESSENTIAL USE STATEMENT

It is represented to Lessor that the Equipment will be used by Lessee for the Following Purposes:

Reprographic Equipment and the use of the Equipment is essential to its proper, efficient and economic operation. The expense is an ordinary and necessary expense of the Lessee and the use of the Equipment is essential to the proper, efficient and economic operation of the Lessee.

Appropriation Certificate

The Lessee hereby certifies that all payments due for the fiscal year ending June 30, 6/30/2021 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: Addison Northwest School District

By: Sheila Soule
Sheila Soule, Superintendent

Date: 5/28/21

M.S.T. Government Leasing, LLC.

Lease Number: 524

Schedule E – Tax Statement

Lessee further covenants to Lessor as follows:

Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code").

The Equipment will be used for a governmental or proprietary purpose of Lessee and will not be used in a trade or business of any person or entity other than the Lessee.

The Equipment will have a useful life in the hands of the Lessee that is in excess of the term of the Lease.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Section 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of the Lease Purchase Payments from gross income for the purpose of Federal Income Taxation.

Lessee will use the Equipment as soon as practicable and with all reasonable dispatch for the purpose for which this Lease has been entered into. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of this Lease, would have caused any portion of the Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265 (b)(3)(B) of the Code, as amended. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Lease (the "Issuance Year") is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of recognition bond counsel acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended: 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including this Lease, but excluding private activity bonds) during the Calendar Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the excludability of the interest on the Lease from gross income for federal tax purposes will not be adversely affected.

Upon Lessor's request, Lessee shall, at its own expense, provide an opinion of recognized bond counsel acceptable to Lessor as to the above representations prior to acceptance of Equipment.

Lessee: Addison Northwest School District

By: Sheila Soule
Sheila Soule, Superintendent

Date: 5/28/21

Addison Northwest School District			
Schedule F			
Building	Room	1st Year Equipment	Serial Number
Addison Wayfinder Experience	Office	Konica Minolta BHC300i 30 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA2K013005982
District Office	ANWSD Central Office	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Saddle Stitch Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002951
District Office	Financial	HP Laserjet M610dn 55 PPM ~ Duplex 2nd Paper Drawer-Sort-Post Script-Airprint-MICR Toner	CN8CP3B1N4
Ferrisburgh Central School	Staff Room	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002983
Vergennes Union Elementary School	B Wing Hallway Outside of Room B8	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN011013610
Vergennes Union Elementary School	D Wing Hallway Outside of Room D4	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004730
Vergennes Union Elementary School	Hallway by Mailboxes	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002941
Vergennes Union High School	HS Learning Center A Wing Hallway	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004865
Vergennes Union High School	Main Office	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002936
Vergennes Union High School	Room C14 Faculty Room	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001486
Vergennes Union High School	Room C23 Library	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001480
Vergennes Union High School	Room C24 Counseling Office	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004890
Vergennes Union High School	Room D15 D Wing Hallway	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001468

**VERMONT SECRETARY OF STATE****Corporations Division**

MAILING ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

DELIVERY ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

PHONE: 802-828-2386

WEBSITE: sos.vermont.gov

UCC FINANCING STATEMENT**** ELECTRONICALLY FILED ****

NAME AND PHONE OF CONTACT AT FILER [optional]
Kelly Fortier, 8007501538
E-MAIL CONTACT AT FILER (optional)
spenney@spccopypro.com
SEND ACKNOWLEDGEMENT TO (Name and Address)
Kelly Fortier 1491 East Side River Road Dummer NH 03588 USA

IFS NUMBER: 21-389832

FILING DATE: 06/29/2021 11:05 AM

DEBTOR'S EXACT FULL LEGAL NAME

OR	ORGANIZATION NAME: Addison Northwest School District				
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
MAILING ADDRESS 11 Main Street Suite B100		CITY Vergennes	STATE VT	POSTAL CODE 05491	COUNTRY United States

SECURED PARTY'S NAME (or name of TOTAL ASSIGNEE of ASSIGNOR S/P)

OR	ORGANIZATION NAME: Addison Northwest School District				
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
MAILING ADDRESS 11 Main Street Suite B100		CITY Vergennes	STATE VT	POSTAL CODE 05491	COUNTRY United States

This FINANCING STATEMENT covers the following collateral:

Description	File Name * See Attached
Addison Northwest Leased Equipment Collateral List	Addison Northwest School District Schedule F.pdf

5. Check only if applicable and check only one box:	<input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and	<input type="checkbox"/> being administered by a Decedent's Personal
Collateral is	Instructions)	Representative

6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:
<input checked="" type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor
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OPTIONAL FILER REFERENCE DATA:

**VERMONT SECRETARY OF STATE****Corporations Division**

MAILING ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

DELIVERY ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

PHONE: 802-828-2386

WEBSITE: sos.vermont.gov

UCC FINANCING STATEMENT AMENDMENT****ELECTRONICALLY FILED****

NAME AND PHONE OF CONTACT AT FILER [optional]
MST Government Leasing, LLC, 8007501538
E-MAIL CONTACT AT FILER (optional)
spenney@spccopypro.com
SEND ACKNOWLEDGEMENT TO (Name and Address)
Kelly Fortier 1491 East Side river Road Dummer NH USA 03588

IFS NUMBER: 21-389832

FILING DATE: 07/06/2021 10:35 AM

INITIAL FINANCING STATEMENT # 21-389832	<input checked="" type="checkbox"/> Addendum
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☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

☐ **ASSIGNMENT** (full or partial): Give name of assignee and address; also give name of assignor as an authorizer.

AMENDMENT(PARTY INFORMATION): This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information

☒ **CHANGE** name and/or address: Please refer to the detailed instructions in ☐ **DELETE** name: Give record name to be deleted. ☐ **ADD** name

CURRENT RECORD INFORMATION:

OR	ORGANIZATION NAME: Addison Northwest School District			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

CHANGED (NEW) OR ADDED INFORMATION:

OR	ORGANIZATION NAME: Norway Savings Bank				
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
MAILING ADDRESS 31 Court Street		CITY Auburn	STATE ME	POSTAL CODE 04210	COUNTRY USA

AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe Collateral ☐ deleted or ☐ added, or ☐ give entire ☐ restated collateral description, or ☐ describe collateral ☐ assigned.

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination Authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

OR	ORGANIZATION NAME: MST Government Leasing, LLC			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

OPTIONAL FILER REFERENCE DATA:

**VERMONT SECRETARY OF STATE****Corporations Division**

MAILING ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

DELIVERY ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

PHONE: 802-828-2386

WEBSITE: sos.vermont.gov

UCC FINANCING STATEMENT ADDENDUM****ELECTRONICALLY FILED****INITIAL FINANCING STATEMENT# (same as Amendment form)
21-389832**NAME OF PARTY AUTHORIZING THIS AMENDMENT**

ORGANIZATION NAME

MST Government Leasing, LLC

9b. INDIVIDUAL'S SURNAME

OR

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

IFS NUMBER: 21-389832

FILING DATE: 7/6/2021

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

ORGANIZATION NAME

OR

INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as- extracted collateral, or is filed as a ☐ fixture filing.

17. Description of real estate:

16. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):

MISCELLANEOUS

Addison Northwest School District			
Schedule F			
Building	Room	1st Year Equipment	Serial Number
Addison Wayfinder Experience	Office	Konica Minolta BHC300i 30 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA2K013005982
District Office	ANWSD Central Office	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Saddle Stitch Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002951
District Office	Financial	HP Laserjet M610dn 55 PPM ~ Duplex 2nd Paper Drawer-Sort-Post Script-Airprint-MICR Toner	CN8CP3B1N4
Ferrisburgh Central School	Staff Room	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002983
Vergennes Union Elementary School	B Wing Hallway Outside of Room B8	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN011013610
Vergennes Union Elementary School	D Wing Hallway Outside of Room D4	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004730
Vergennes Union Elementary School	Hallway by Mailboxes	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002941
Vergennes Union High School	HS Learning Center A Wing Hallway	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004865
Vergennes Union High School	Main Office	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011002936
Vergennes Union High School	Room C14 Faculty Room	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001486
Vergennes Union High School	Room C23 Library	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Saddle Stitch Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001480
Vergennes Union High School	Room C24 Counseling Office	Konica Minolta BH450i 45 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	AC76011004890
Vergennes Union High School	Room D15 D Wing Hallway	Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) External Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012001468

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Addison Northwest School District		2 Issuer's employer identification number (EIN) 81-5122244
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Kelly Fortier		3b Telephone number of other person shown on 3a 800-750-1538 ext. 4
4 Number and street (or P.O. box if mail is not delivered to street address) 11 Main Street	Room/suite B100	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Vergennes, VT 05491		7 Date of issue 5/17/2021
8 Name of issue Addison Northwest School District		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Elizabeth Jennings, Director of Finance and Operations		10b Telephone number of officer or other employee shown on 10a 802-877-3332 ext. 2106

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	85288	94
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a			
b If bonds are BANs, check only box 19b			
20 If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/1/2025	\$ 85288.94	\$ 85288.94	5 years	3.29 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	85288	94
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29	85288	94
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____
Type or print name and title _____

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> If self-employed	PTIN
Kelly Fortier	<i>Kelly Fortier</i>	5/25/21		
Firm's name ▶	MST Government Leasing, LLC		Firm's EIN ▶	30-0136199
Firm's address ▶	1491 Eastside River Road Dummer, NH 03588		Phone no.	800-750-1538