



Specialized Purchasing Consultants

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

FY21 Upgrade Report

Town of Kittery
200 Rogers Road
Kittery, ME 03904

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

November 1, 2021

VISIT US ON THE WEB:
www.spccopypro.com

Kendra Amaral
Town of Kittery
200 Rogers Road
Kittery, ME 03904

Dear Kendra:

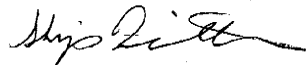
Thank you for allowing Specialized Purchasing Consultants to assist you with your recent reprographic equipment upgrade. We appreciate your continued confidence in us for the past 20 years.

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 29 day of Dec., 2020 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and Kittery, Town of ("Client"). For and in consideration of the mutual covenants and performance set forth herein, Contractor and Client agree as follows:

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588
(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

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 to improve the quality of your equipment and service as well as lower the cost of obtaining and operating reprographic equipment, even after SPC's fees have been included in the new total cost. If SPC fails to achieve this, SPC will terminate our 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:** (See Addendum B for a Complete list of services for both Vendor and Client)
 - 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



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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).

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:
- a. SPC's Print Management Services (See Addendum A)
 - b. Shipping or storage under Paragraph 3(h) hereof;
 - c. Network Drops
 - d. Specialized reprographic surge protectors
 - e. Electrical rewiring found to be necessary to integrate reprographic equipment provided hereunder to Client's existing electronic data processing network
 - f. Installation and operation of SPC Star Doc (remote monitoring of all reprographic equipment, and analysis of Client's usage and cost patterns)
 - g. SPC Warranty Relief Fund

Client Initials:
Accept KA/PM

9. **Entire Agreement.** This Contract represents the entire agreement between Contractor and Client with regard to 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

Kittery, Town of

Signature

X 

Authorized by (please print)

Kendra Amaral

Title

Town Manager

Address 1

200 Rogers Road

City, State, Zip

Kittery
, ME 03904

Telephone Number

2074751329

Fax Number

2074396806

E-mail address

kamaral@kitterymc.org

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate
Signature


Skip Tilton, President

Skip Tilton
President

Corporate Office:
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Dummer, NH 03588

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Addendum A: STARDoc Services that include but are not limited to...

- Cost Saving Recommendations
- Pinpointing Color Cost over usage with cost savings recommendations
- Allocate Cost by Device and Building
- Student Population Ratios Compared to at least 55 School Districts
- Monthly Audits that build your budgets based off printing habits
- Electronic Monitoring of all Printers/Copiers
- Floor Plan Asset Management
- Measure Output at Device Level

Addendum B: Services that SPC provides that assist both the Client and servicing Vendor.

Services SPC provides to the Client:

Prior to Installation:

- Cooperative Buying Power of copiers & printers, bidding & tabulation of bids
- Five-Year Equipment Replacement Schedule: Includes onsite surveying, fleet recommendations, follow-through of bid process
- Working directly with vendors and manufacturers on Client's behalf
- Client allowed to choose vendor no matter the bid results (i.e., not necessarily awarding bid to lowest quote)

During Installation:

- On-site oversight of equipment installation
- Electronic Surge Protectors (ESPs), electrical wiring, computer interface, etc. provided as needed.
- Follow-through on remaining installation issues to ensure completion
- Print Management Software

After Installation:

- STARDoc Fleet Management program
- Live Floor Plans
- Annual Meter Read Collection
- Simplified Billing Program: Three total invoices per year directly from SPC
- Annual Reports
- Mediating equipment and warranty issues between Client and Vendor
- Chromebook Bid
- Paper Bid

Services SPC provides to the Vendor:

Prior to Installation:

- Quantity addition of clients, equipment, and volume
- Bid Specs organized in consistent format with the Five-Year Equipment Replacement Schedule
- Past bid results shared to provide best negotiating with manufacturers
- All bids shared with vendors are equal, with none allowed to under-spec, under-bid or offer discontinued equipment
- Customer chooses the vendor of choice, despite bid results
- Digital Needs Analysis to match machine to installation site
- Coordination of vendor meeting with Client after bid is awarded

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During Installation:

- Oversight of equipment installation to assist delivery and technician staff
- Electronic Surge Protectors (ESPs), electrical wiring, computer interface, etc. provided by SPC as needed
- Follow-through on installation issues to ensure continuity for client and vendor
- Print Management Software

After Installation:

- Annual Meter Read Collection
- Simplified Billing Program: Three total invoices per year; SPC pays vendor directly
- Mediating equipment and warranty issues between Client and Vendor

Annual Meetings with Vendor to address both positive and negative issues or concerns as well as discussion of past and future bids.

Town of Kittery
Kendra Amaral
200 Rogers Road
Kittery, ME 03904

Five-Year Basis beginning with the 2021/2022 Fiscal Year

Copies-per-Year: 561,476

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

PRESENT SITUATION

- 1) Guarantees on Photocopiers: **<One Year**
- 2) Annual Price Ceilings Left: **<One Year**
- 3) Copiers with 3 million plus: **2**
- 4) Units to be Traded: **18**
- 5) Photocopiers: **6**
- 6) Color Photocopiers: **5**
- 7) MFPs: **5, 1 of which is Color**
- 8) Printers: **7, 2 of which are Color**
- 9) Duplexers: **16**
- 10) Finishers: **6**
- 11) Wide Format: **1**
- Total number of Units: **19**

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: **2**
- 4) Replaced: **16 New**
- 5) Photocopiers: **6 with Secure Print/Confidential Mailbox**
- 6) Color Photocopiers: **5**
- 7) MFPs: **4, 1 of which is Color**
- 8) Printers: **5**
- 9) Duplexers: **16**
- 10) Finishers: **6**
- 11) Wide Format: **1**
- Total number of Units: **16 (Closing out 2 to right size equipment)**

Overall Description of Equipment Fleet:

Presently, you have **three manufacturers with 12 different models**. The **new arrangement** will shift to one manufacturer **with one vendor** servicing everything.

Print Management: STARDoc for all devices.

Capital:

Presently, you have **one** municipal lease that is already paid off. You also have a commercial lease at the Library that will end on June 30th, 2021. With the new arrangement, you will have **one** municipal master lease at 3.29% interest. Your first of five annual lease payments will be due on **August 1st, 2021**.

Council Approval Date: May 10, 2021

Service & Supplies:

Considering all of your consumable cost centers including service you are averaging **\$0.009181 for black and \$0.057099 for Color**. The new contract will come in at a CPC of **\$0.004177 for Black and \$0.035471 for Color with Ricoh**.

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 bids combination for your Town: **Ricoh**

<u>Cost Center</u>	<u>Present</u>	<u>Ricoh</u>
1. Service & Supplies Color:	\$8,780.46	\$5,454.63
2. Service & Supplies Black:	\$3,743.30	\$1,703.06
3. Annual Muni Lease &:	\$19,770.70	\$9,579.69
4. Forced Upgrades (7 Owned Devices):	\$1,500.00	\$00.00
Totals:	\$33,794.46	\$16,737.38

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. Your service contract will be fixed through **June 30th, 2022**. A contract extension has been negotiated for four more years, which will have an annual price ceiling of five percent or CPI, whichever is less. You however, only commit funds for one-year at a time to the servicing vendor. And even this scenario allows you to upgrade, lowering the service costs, if it is to your advantage to go out to bid at any time. SPC will set up both the service- supply contracts and the warranty cards with the successful bidding vendors.

Security package: Hard Drive Wipes are included in these prices.



Kittery, Town of

Kendra Amaral

200 Rogers Road

Kittery, ME 03904

Five-Year Equipment Replacement Schedule

Kittery, Town of BuildingName Room # Students Annual Volume	Present Equipment Present Meter/Survey Date Estimated Life Date Introduced Serial Number / Present IP Address Special Notes	1st Year Equipment Estimated Life Date Introduced Serial Number Vendor ID Projected Black Volume Projected Color Volume	2nd Year	3rd Year	4th Year	5th Year
1 Kittery Gorges Rd Fire Dept Gorges Road	Konica Minolta BH25e Black Laser MFP 25 CPM RADF Duplex CIF-Print-Scan- Fax-Post Script 19,235 (Trade Copex)	Ricoh IM350F 37 CPM~ RADF Duplex New 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	New	New	New	New
0	500,000 09/13	1,000,000 3/1/2019				
Black Vol: 3,489	DD136120137027 /	3371P500793 14496973				
		3,489 Ricoh USA				
		0				
2 Kittery Gorges Rd Fire Dept Kittery Point	Konica Minolta BH25e Black Laser MFP 25 CPM RADF Duplex CIF-Print-Scan- Fax-Post Script 5,005 (Trade Copex)	Ricoh IM350F 37 CPM~ RADF Duplex New 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	New	New	New	New
0	500,000 09/13	1,000,000 3/1/2019				
Black Vol: 761	DD136120136007 /	3371P500790 14497408				
		761 Ricoh USA				
		0				
Proposed Annual Volume for Kittery Gorges Rd Fire Dept		4,250		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;

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Kittery, Town of	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				
<hr/>						
3 Kittery Highway Dept Front Office	Konica Minolta BHc368 Color Photocopier 36 CPM RADF Duplex 4-Paper Drawer 11X 17 Finisher 3-Hole CIF-Print-Scan- Post Script-Hard Drive for Secure Print	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan- Fax-Post Script-Hard Drive for Secure Print-Airprint	New	New	New	New
0	142,203 (Trade Copex)	1,000,000 1/1/2019				
Black Vol: 18,869	750,000 08/15	3121R401097 14497011				
Color Vol: 8,916	A7PU011001435 /	18,869 Ricoh USA 8,916				
<hr/>						
Proposed Annual Volume for Kittery Highway Dept			18,869	8,916		
<hr/>						
4 Kittery Municipal Office Accounting	HP Laser Jet P1606dn Black Network Printer 26 CPM Duplex Sort CIF-Print- Post Script	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0	168,837 (Trade Copex)	750,000 11/1/2018				
Black Vol: 6,338	500,000 04/10	5161Z411351 14497389				
	VNB3N58154 /	6,338 Ricoh USA 0				
<hr/>						
5 Kittery Municipal Office Administration	Konica Minolta BHC654 Color Photocopier 65 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan Fax-Hard Drive for Secure Print	Ricoh IMC6000 69 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print- Airprint	New	New	New	New
0	677,734 (Trade Copex)	4,000,000 1/1/2019				
Black Vol: 112,733	3,000,000 02/12	3141R300447 14497243				
Color Vol: 34,138	A2X1017011637 /	112,733 Ricoh USA 34,138				
<hr/>						

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;

Kittery, Town of	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				
<hr/>						
6 Kittery Municipal Office Customer Service Pod #1	HP Laser Jet P1606dn Black Network Printer 26 CPM Duplex Sort CIF-Print- Post Script	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0	84,729 (Trade Copex)	750,000 11/1/2018				
Black Vol: 14,122	500,000 04/10	5161Z411344 14497390				
	VNB3G14896 /	14,122 Ricoh USA				
		0				
<hr/>						
7 Kittery Municipal Office Customer Service Pod #2	HP Laser Jet P1606dn Black Network Printer 26 CPM Duplex Sort CIF-Print- Post Script	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0	99,890 (Trade Copex)	750,000 11/1/2018				
Black Vol: 16,648	500,000 04/10	5161Z411353 14497386				
	VNB3B45573 /	16,648 Ricoh USA				
		0				
<hr/>						
8 Kittery Municipal Office Customer Service Pod #3	HP Laser Jet P1606dn Black Network Printer 26 CPM Duplex Sort CIF-Print- Post Script	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0	105,308 (Trade Copex)	750,000 11/1/2018				
Black Vol: 17,551	500,000 04/10	5161Z411357 14497387				
	VNB3D36502 /	17,551 Ricoh USA				
		0				
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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 9

Kittery, Town of	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 Kittery Municipal Office HR (Wants Duplexing)	HP Laser Jet P1102w Black Network Printer 19 CPM Sort CIF-Print-Post Script 53,203 (Trade Copex)	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0	200,000 04/10	750,000 11/1/2018				
Black Vol: 8,867	VND3R86433 /	5151Z411349 14497388				
		8,867 Ricoh USA				
		0				
10 Kittery Municipal Office Planning	Konica Minolta BH4050 Black Laser MFP 42 CPM RADF Duplex Sort 2 Paper Drawer Coin Op (Trade Copex)	Close Out Due to Combining and/or Low Volumes	Close Out	Close Out	Close Out	Close Out
0	1,000,000 02/14					
Black Vol: 107	A6VF011005286 /					
		0				
		0				
11 Kittery Municipal Office Planning	HP DesignJet T3500 Color Ink Jet Printer CPM Wide Format 36" Wide Printing- Copy-Print-Scan-6 Colors (Trade Copex)	Ricoh CW2201SP Wide Format 36" Wide Printing-Copy-Print-Scan-6 Colors	New	New	New	New
0	0 09/14	500,000 8/1/2016				
Black Vol: 0	CN6718H028 /	G931M410005 14496989				
Color Vol: 1,369		100 Ricoh USA				
		1,369				

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;

Kittery, Town of	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				
12 Kittery Municipal Office Planning Office	Konica Minolta BHC654 Color Photocopier	Ricoh IMC6000 69 CPM~ RADF	New	New	New	New
	65 CPM RADF Duplex 4-Paper Drawer 11	Duplex LCT-Paper 11 X 17 External				
	X 17 Saddle Stitch Finisher 3-Hole Punch	Finisher 3-Hole Punch-Scan-Fax-Post				
	CIF-Print-Scan-Hard Drive for Secure Print	Script-Hard Drive for Secure Print-				
	Airprint					
0	556,139 (Trade Copex)	4,000,000 1/1/2019				
Black Vol:	53,937	3141R400257 14496469				
Color Vol:	36,425	54,044 Ricoh USA				
		36,425				
Proposed Annual Volume for Kittery Municipal Office			230,403	71,932		
13 Kittery Police Dept Main Office	Konica Minolta BHC454 Color Photocopier	Ricoh IMC4500 45 CPM~ RADF	New	New	New	New
	45 CPM RADF Duplex 4-Paper Drawer 11	Duplex 4-Paper Drawer 11 X 17				
	X 17 Finisher 3-Hole Punch CIF-Print-Scan	Internal Finisher 3-Hole Punch-Scan-				
	Fax-Hard Drive for Secure Print	Fax-Post Script-Hard Drive for Secure				
	Print-Airprint					
0	369,897 (Trade Copex)	1,000,000 1/1/2019				
Black Vol:	57,084	3121R400959 14497407				
Color Vol:	18,786	57,084 Ricoh USA				
		18,786				
Proposed Annual Volume for Kittery Police Dept			57,084	18,786		

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;

Kittery, Town of	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 Kittery Recreation Dept Rec Office	Konica Minolta BHC454 Color Photocopier 45 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan Fax-Hard Drive for Secure Print	Ricoh IMC4500 45 CPM~ RADF 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	453,380 (Trade Copex)	1,000,000 1/1/2019				
Black Vol:	61,658	3121R401099 14497009				
Color Vol:	40,290	61,658 Ricoh USA 40,290				
Proposed Annual Volume for Kittery Recreation Dept		61,658		40,290		
15 Kittery Sewer Dept Main Office	Konica Minolta BH454 Black Photocopier 45 CPM RADH Duplex LCT-1,500+ Paper Finisher 3-Hole Punch CIF-Print- Scan-Fax-Post Script 400 lb Console	Ricoh MP5055 50 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3- Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print- Airprint	New	New	New	New
0	88,318 (Trade Copex)	3,000,000 2/1/2017				
Black Vol:	6,218	C339R800705 14495607				
		6,218 Ricoh USA 0				
16 Kittery Sewer Dept Main Office (Close Out)	Konica Minolta MC 4750DN Color Network Printer 31 CPM Duplex Sort CIF- Print-Post Script	Close Out Due to Combining and/or Low Volumes	Close Out	Close Out	Close Out	Close Out
0	643 (Trade Copex)					
Black Vol:	0	750,000 09/10				
Color Vol:	0	0 0				

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

Kittery, Town of	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 Kittery Sewer Dept		6,218		0		
17 Rice Public Library B/W Copier Taylor Building	Xerox WorkCentre 3655 Black Laser MFP 47 CPM Duplex Sort CIF-Print-Scan-Fax- Post Script (Lease Return)	Ricoh IM430F 45 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	New	New	New	New
0	750,000 02/16	1,000,000 3/1/2019				
Black Vol: 15,409	C7X369911 /	3351P300204 14497340				
		15,409 Ricoh USA				
		0				
18 Rice Public Library Color Copier Rice Building	Xerox WorkCentre 6655 Color Laser MFP 36 CPM Duplex Sort CIF-Print-Scan-Fax- Post Script (Lease Return)	Ricoh IM C300F 31 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort-Scan-Fax-Post Script-Hard Drive for Secure-Airprint Print	New	New	New	New
0	500,000 08/14	750,000 3/1/2020				
Black Vol: 20,248	E1B271176 /	3921P201366 14496997				
Color Vol: 15,220		20,248 Ricoh USA				
		15,220				
Proposed Annual Volume for Rice Public Library		35,657		15,220		

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;

**Kittery, Town of
200 Rogers Road
Kittery, ME 03904**

	PRESENT	PROPOSED
Black Photocopiers	6,218	6,218
Black Photocopiers - Existing - Recon	0	0
High Production Black Photocopiers	0	0
Color Photocopiers - Black Volume	304,281	304,388
Color Photocopiers - Color Volume	138,555	138,555
Color Photocopiers - Existing - Recon	0	0
High Production Color Photocopiers	0	0
Black Network Printers	63,526	63,526
Black Laser MFP	19,766	19,659
Color Network Printers - Black Volume	0	0
Color Network Printers - Color Volume	0	0
Color Laser MFP - Black Volume	20,248	20,248
Color Laser MFP - Color Volume	15,220	15,220
Color Ink Jet Local Printers - Black Volume	0	100
Color Ink Jet Local Printers - Color Volume	1,369	1,369
Color Ink Jet MFP - Black Volume	0	0
Color Ink Jet MFP - Color Volume	0	0
<i>Total Black Volume</i>	414,039	414,139
<i>Total Color Volume</i>	155,144	155,144
TOTALS	569,183	569,283

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

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Ricoh USA / Color Photocopier	304,388	\$0.00370	\$1,126.24
Ricoh USA / Color Laser MFP	20,248	\$0.00725	\$146.80
Ricoh USA / Color Ink Jet Printer	100	\$0.01650	\$1.65
Ricoh USA / Black Photocopier	6,218	\$0.00370	\$23.01
Ricoh USA / Black Network Printer	6,338	\$0.00463	\$29.34
Ricoh USA / Black Network Printer	57,188	\$0.00463	\$264.49
Ricoh USA / Black Laser MFP	19,659	\$0.00725	\$142.53
Sub Totals	414,139	\$0.00419	\$1,734.06

COLOR VOLUME

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Ricoh USA / Color Ink Jet Printer	1,369	\$0.05639	\$77.20
Ricoh USA / Color Laser MFP	15,220	\$0.05625	\$856.13
Ricoh USA / Color Photocopier	138,555	\$0.03319	\$4,598.64
Sub Totals	155,144	\$0.03566	\$5,531.97



**Kittery, Town of
2021-2022 / July Pre-Bill
Summary by Building**

Black Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Kittery Fire Dept	4,250	\$30.81	2,126	\$15.41
Kittery Highway Dept	18,869	\$69.82	9,435	\$34.91
Kittery Municipal Office	230,403	\$912.28	115,203	\$456.15
Kittery Police Dept	57,084	\$211.21	28,542	\$105.61
Kittery Recreation Dept	61,658	\$228.13	30,829	\$114.07
Kittery Sewer Dept	6,218	\$23.01	3,109	\$11.50
Rice Public Library	35,657	\$258.51	17,829	\$129.26
Black Prints Totals	414,139	\$1,733.77	207,073	\$866.90

Color Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Kittery Fire Dept	0	\$0.00	0	\$0.00
Kittery Highway Dept	8,916	\$295.92	4,458	\$147.96
Kittery Municipal Office	71,932	\$2,419.18	35,967	\$1,209.64
Kittery Police Dept	18,786	\$623.51	9,393	\$311.75
Kittery Recreation Dept	40,290	\$1,337.23	20,145	\$668.61
Kittery Sewer Dept	0	\$0.00	0	\$0.00
Rice Public Library	15,220	\$856.13	7,610	\$428.06
Color Prints Totals	155,144	\$5,531.96	77,573	\$2,766.03

Total Pre-Billing Invoice	569,283	\$7,265.73	284,646	\$3,632.93
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Kittery, Town of
2020-2021 / Reconciliation
Annual Billing Summary by Building

Black Prints

Building	Full Year Volume	Pre-Paid Volume	Reconciled Volume	Full Year Costs	Pre-Paid Costs	Reconciled Costs
Kittery Fire Dept	2,836	4,252	(1,416)	\$12.36	\$18.54	(\$6.17)
Kittery Highway Dept	16,458	18,870	(2,412)	\$57.27	\$65.67	(\$8.39)
Kittery Municipal Office	107,924	166,780	(58,856)	\$375.58	\$580.49	(\$204.91)
Kittery Police Dept	41,368	57,084	(15,716)	\$143.96	\$198.65	(\$54.69)
Kittery Recreation Dept	28,112	61,658	(33,546)	\$97.83	\$214.57	(\$116.74)
Kittery Sewer Dept	3,755	6,218	(2,463)	\$13.07	\$21.64	(\$8.57)
Black Prints Totals	200,453	314,862	(114,409)	\$700.08	\$1,099.56	(\$399.48)

Color Prints

Building	Full Year Volume	Pre-Paid Volume	Reconciled Volume	Full Year Costs	Pre-Paid Costs	Reconciled Costs
Kittery Fire Dept	0	0	0	\$0.00	\$0.00	\$0.00
Kittery Highway Dept	7,534	8,916	(1,382)	\$409.32	\$484.41	(\$75.08)
Kittery Municipal Office	65,605	70,564	(4,959)	\$3,564.32	\$3,833.74	(\$269.42)
Kittery Police Dept	16,777	18,786	(2,009)	\$911.49	\$1,020.64	(\$109.15)
Kittery Recreation Dept	30,435	40,290	(9,855)	\$1,653.53	\$2,188.96	(\$535.42)
Kittery Sewer Dept	111	12	99	\$12.83	\$1.39	\$11.45
Color Prints Totals	120,462	138,568	(18,106)	\$6,551.50	\$7,529.14	(\$977.63)

TOTALS:	320,915	453,430	(132,515)	\$7,251.58	\$8,628.69	(\$1,377.11)
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Average Cost Per Print For Black & Color:	\$0.02260
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* If there is a credit balance, it will be applied to next year's pre-billing, which should be forthcoming in July.

SCHEDULE A

SERVICE & SUPPLY CONTRACT - CLIENT

Client: Kittery, Town of
 Contracted Vendor: Ricoh USA
 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>
Kittery Municipal Office	Customer Service Pod #2	Ricoh SP3710DN	5161Z411353	Black Network Printer	\$0.00463	\$0.00000
Kittery Municipal Office	Customer Service Pod #3	Ricoh SP3710DN	5161Z411357	Black Network Printer	\$0.00463	\$0.00000
Kittery Municipal Office	HR (Wants Duplexing)	Ricoh SP3710DN	5151Z411349	Black Network Printer	\$0.00463	\$0.00000
Kittery Municipal Office	Planning	Ricoh CW2201SP	G931M410005	Color Ink Jet Printer	\$0.01650	\$0.05639
Kittery Municipal Office	Planning Office	Ricoh IMC6000	3141R400257	Color Photocopier	\$0.00370	\$0.03319
Kittery Police Dept	Main Office	Ricoh IMC4500	3121R400959	Color Photocopier	\$0.00370	\$0.03319
Kittery Recreation Dept	Rec Office	Ricoh IMC4500	3121R401099	Color Photocopier	\$0.00370	\$0.03319
Kittery Sewer Dept	Main Office	Ricoh MP5055	C339R800705	Black Photocopier	\$0.00370	\$0.00000
Rice Public Library	B/W Copier Taylor Building	Ricoh IM430F	3351P300204	Black Laser MFP	\$0.00725	\$0.00000
Rice Public Library	Color Copier Rice Building	Ricoh IM C300F	3921P201366	Color Laser MFP	\$0.00725	\$0.05625
Kittery Gorges Rd Fire Dept	Gorges Road	Ricoh IM350F	3371P500793	Black Laser MFP	\$0.00725	\$0.00000
Kittery Gorges Rd Fire Dept	Kittery Point	Ricoh IM350F	3371P500790	Black Laser MFP	\$0.00725	\$0.00000
Kittery Highway Dept	Front Office	Ricoh IMC4500	3121R401097	Color Photocopier	\$0.00370	\$0.03319

<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>
Kittery Municipal Office	Accounting	Ricoh SP3710DN	5161Z411351	Black Network Printer	\$0.00463	\$0.00000
Kittery Municipal Office	Administration	Ricoh IMC6000	3141R300447	Color Photocopier	\$0.00370	\$0.03319
Kittery Municipal Office	Customer Service Pod #1	Ricoh SP3710DN	5161Z411344	Black Network Printer	\$0.00463	\$0.00000

Subject to change and correction and future additions.

Additional Provisions:

SERVICE AND SUPPLY CONTRACT - CLIENT

Ricoh USA ("Contracted Vendor") hereby contracts with M.S.T. to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A ("Equipment") for Kittery, Town of ("Client") 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 provide a Purchase Order to Contracted Vendor in the amount of 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. Payment terms are net forty-five (45) days. If invoices are unpaid and overdue, M.S.T. agrees to pay Vendor a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Vendor all costs and expenses of collection, or in the enforcement of Vendor's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Vendor has no obligation to use M.S.T.'s invoicing or billing portals, processes, methods or invoicing formats specific to M.S.T. billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, M.S.T. agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Vendor. Actual meter reads will be collected by M.S.T. either electronically or from Client or Contracted Vendor staff during the month of June. A final Reconciliation spreadsheet and Purchase Order will then be completed and sent to Contracted Vendor for invoicing. Upon payment by Client of each billing invoice from M.S.T. during the year, M.S.T. will reimburse Contracted Vendor appropriately against M.S.T.'s Purchase Order and Contracted Vendor's invoice. Vendor invoice must reference M.S.T.'s Purchase Order for timely payment. In the event Client is delinquent more than 45 days in payment to M.S.T., thus delaying M.S.T.'s payment to Contracted Vendor, M.S.T. reserves the right to request suspension of service and/or supplies by Contracted Vendor to Client.

On July 1 of each calendar year during the afore-mentioned term, M.S.T. shall request credit from Contracted Vendor any cost of this Contract prepaid by M.S.T. and unused by 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.

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 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 and M.S.T. is given the right to terminate Contract at any time for any reason with a 30-day written notice, which M.S.T. will forward to Contracted Vendor. After final meter reads are collected, a final Purchase Order and Reconciliation Spreadsheet will be sent to Contracted Vendor for invoicing. Any credits owed to M.S.T. or Contracted Vendor after reconciling actual usage versus projected will be invoiced for payment to MST or Contracted Vendor.

Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term of the Service engagement, the location at which Services shall be performed and the applicable Service Charges for such Order. Vendor will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Vendor.

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

(c) The maintenance and repair Services provided by Vendor under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) unless covered under an extended hour service contract, service calls or work which M.S.T. requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which M.S.T. requests to be performed on Vendor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Vendor; (vii) any software, system support or related connectivity unless specified in writing by Vendor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Vendor; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless M.S.T. engages Vendor to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Vendor Equipment covered herein unless made at M.S.T.'s request and paid at Vendor's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Vendor are not covered by this Agreement. Vendor may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Vendor.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Vendor holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Vendor Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Vendor Holidays, if and when available and only in the event and to the extent that Vendor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any M.S.T. location, Vendor personnel shall comply with M.S.T.'s reasonable policies pertaining to access, security and use of M.S.T. sites and systems, provided that such policies are provided to Vendor in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Vendor agrees to perform its Services in a professional manner, consistent with applicable industry standards. Vendor will re-perform any Services not in compliance with this warranty and brought to Vendor's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Vendor ("Vendor Equipment"), Vendor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Vendor Equipment will be in good working order and will be free from any defects in material and workmanship. Vendor's obligations under this warranty are limited solely to the repair or replacement (at Vendor's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Vendor Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Vendor, (b) the Vendor

Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Vendor specifications, (c) a defective or improper non-Vendor accessory or supply or part is attached to or used in the Vendor Equipment, or (d) the Vendor Equipment is relocated to any place where Vendor services are not available. M.S.T. ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE VENDOR EQUIPMENT. In connection with any other Product sale, Vendor shall transfer to M.S.T. any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Vendor makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Vendor to M.S.T. only upon M.S.T.'s specific written request. M.S.T. agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Vendor has no right, title or interest in any third-party software. M.S.T. is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR M.S.T.'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO VENDOR FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL VENDOR BE LIABLE TO M.S.T. FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. VENDOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

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


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Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of New Hampshire to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. M.S.T. agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Vendor agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the order shall control; provided, however, purchase orders issued to Vendor for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Vendor may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Vendor may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by M.S.T. as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Vendor shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

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

By: Skip Tilton
Title: President/Owner

Date: 6/15/2021

Signature: 

Named Contracted Vendor: **Ricoh USA**
Merrills Wharf, 254 Commercial St, Ste 101
Portland, ME 04101
(978) 691-2904

AGREED AND ACCEPTED BY:
Kittery, Town of

By: Kendra Amaral
Title: Town Manager

Date: 6/24/21

Signature: 

12/23/13

SCHEDULE B SERVICE COMMITMENTS

Client: Kittery, Town of
Contracted Vendor: Ricoh USA
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>
Kittery Gorges Rd Fire Dept	Gorges Road	Ricoh IM350F	3371P500793	1,000,000	3/1/2019
Kittery Gorges Rd Fire Dept	Kittery Point	Ricoh IM350F	3371P500790	1,000,000	3/1/2019
Kittery Highway Dept	Front Office	Ricoh IMC4500	3121R401097	1,000,000	1/1/2019
Kittery Municipal Office	Accounting	Ricoh SP3710DN	5161Z411351	750,000	11/1/2018
Kittery Municipal Office	Administration	Ricoh IMC6000	3141R300447	4,000,000	1/1/2019
Kittery Municipal Office	Customer Service Pod #1	Ricoh SP3710DN	5161Z411344	750,000	11/1/2018
Kittery Municipal Office	Customer Service Pod #2	Ricoh SP3710DN	5161Z411353	750,000	11/1/2018
Kittery Municipal Office	Customer Service Pod #3	Ricoh SP3710DN	5161Z411357	750,000	11/1/2018
Kittery Municipal Office	HR (Wants Duplexing)	Ricoh SP3710DN	5151Z411349	750,000	11/1/2018
Kittery Municipal Office	Planning	Ricoh CW2201SP	G931M410005	500,000	8/1/2016
Kittery Municipal Office	Planning Office	Ricoh IMC6000	3141R400257	4,000,000	1/1/2019
Kittery Police Dept	Main Office	Ricoh IMC4500	3121R400959	1,000,000	1/1/2019
Kittery Recreation Dept	Rec Office	Ricoh IMC4500	3121R401099	1,000,000	1/1/2019

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Warranty Life</i>	<i>Model Intro Date</i>
Kittery Sewer Dept	Main Office	Ricoh MP5055	C339R800705	3,000,000	2/1/2017
Rice Public Library	B/W Copier Taylor Building	Ricoh IM430F	3351P300204	1,000,000	3/1/2019
Rice Public Library	Color Copier Rice Building	Ricoh IM C300F	3921P201366	750,000	3/1/2020

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

SERVICE COMMITMENTS

Ricoh USA ("Contracted Vendor") hereby covenants to Kittery, Town of ("Client") that, if any such Equipment described on Schedule B attached hereto does not meet or exceed the below service commitments (collectively, the "Service Commitments") through no fault of Client during the term commencing on the date the equipment is accepted by you and applied during the Contracted Vendor's normal business hours, excluding weekends and Contracted Vendor's recognized holidays July 1, 2021 and terminating on June 30, 2026, so long as no ongoing default exists of Client's part.

The Service Commitments are only applicable to the equipment ("Equipment") described in Schedule B to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units.

UPTIME PERFORMANCE COMMITMENT

Contracted Vendor will service the Equipment to be Operational with a quarterly uptime average of 97% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Contracted Vendor and will end when the Equipment is again Operational. You agree to make the Equipment available to Contracted Vendor for scheduled preventative and interim maintenance. You further agree to give Contracted Vendor advance notice of any critical and specific uptime needs you may have so that Contracted Vendor can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

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PERFORMANCE COMMITMENTS

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

Ricoh USA also guarantees the equipment to be free of continuous problems, while operating within manufacturer's specifications. If any problems are on-going and unreasonable, which are a result of weak or defective parts (normal wear and tear excluded) and Ricoh USA has been given an adequate opportunity to repair the problem and has made reasonable effort to correct the situation, then the equipment will be replaced, at no additional charge with a model of equal or greater value. Moreover, if a particular hardware product is experiencing a rate of failure equal to or greater than four of the same problem service incidents within one month for defects which block the major (print, copy, fax, scan) functions of the hardware product, Ricoh will replace at no additional charge with a model of equal or greater value as long as the issue is not caused by operations outside the manufacturer specifications.

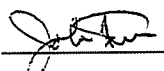
AGREED AND ACCEPTED BY:

Ricoh USA

By: John Turcins

Title: VP, Managing Director

Date: 6/15/21

Signature: 

AGREED AND ACCEPTED BY:

Kittery, Town of

By: Kendra Amaral

Title: Town Manager

Date: 6/24/21

Signature: 

12/23/13

KITTERY TOWN COUNCIL Approved Minutes

May 24, 2021 Council Chambers

6:00PM

1. Call to Order

Chair Thomson called meeting to order at 5:59 p.m.

2. Introductory

3. Pledge of Allegiance

4. Roll Call

Councilors present: Chair Jeffrey Thomson, Jeffrey Pelletier, George Dow, Vice Chair pro tempore Judith Spiller. Councilor absent: Cyrus Clark.

5. Agenda Amendment and Adoption

Under 10. PUBLIC HEARINGS item a. Sec. 6.06 subsection (3) corrected to Sec. 6.06 subsection (1).

Chair Thomson cast one vote for the agenda as amended.

6. Town Manager's Report

The Town Manager reported: Maine COVID-19 guidelines, Marijuana Ordinance, Memorial Day ceremony, Urban Land Institute (JLUS), June 8, 2021 Election, School Budget Validation, Town Articles and the Promotion of Charlie Morrow.

Upcoming Dates: The Town Hall will be closed for Memorial Day, May 31, 2021, Memorial Day Ceremony will be on May 31, 2021 at 9AM, at the Orchard Grove Cemetery. Property taxes are due June 1, 2021, the KEEP property tax payment applications are due, June 1, 2021 and are available at the Town Hall and online, voter registration night is June 2, 2021 from 6PM – 7PM, at the Kittery Town Hall. The Town Meeting, School Budget Referendum and Council Election is June 8, 2021 from 8AM – 8PM, at the Kittery Community Center gymnasium, the senior tax credit applications are due July 1, 2021 and are available at the Town Hall and online.

7. Acceptance of Previous Minutes

May 10, 2021 Regular Meeting

Chair Thomson cast one vote to accept the May 10, 2021 minutes as presented.

8. Interviews for the Board of Appeals and Planning Board.

a. (050321-1) The Kittery Town Council moves to interview the following candidates

for one (1) vacancy on the Board of Appeals for a term to expire December 31, 2023. The applicants are as follows: Amelia Burke.

Chair Thomson asked Amelia Burks four interview questions.

Chair Thomson moved to appoint Amelia Burke to the Board of Appeals for a term to expire December 31, 2023, seconded by Councilor Dow.

Motion Carried 4-0-0

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested offices.

a. (050321-2) The Kittery Town Council moves to receive the Educational Recycling Scholarship recipients' presentation. Councilor Dow and the former Educational Recycling Scholarship Chair, Jeff Brake presented \$1000.00 scholarships to Jared Johnson, Lilly Kemp, Emma Ackerman, Rachel Jones, Olivia Kallay, Mary Lombardi, and Eliza Pereira.

10. PUBLIC HEARINGS

a. (050321-3) The Kittery Town Council moves to hold a public hearing in accordance with Sec. 6.06 subsection (1) of the Kittery Town Charter and hereby ordains and adopts the 2021-2022 Municipal and Enterprise Fund Budget.

Chair Thomson moved with the authority vested in this body by section 6.06 subsection (3) of the Kittery Town Charter, the Kittery Town Council hereby appropriates the sum of \$15,809,670.00 for Municipal operations for Fiscal year commencing July 1, 2021, seconded by Councilor Dow.

Motion Carried 4-0-0

Chair Thomson endorses the sum of \$ 2,520,738.00 for the Sewer Enterprise fund budget for Fiscal year 2022, seconded by Vice Chair pro tempore Spiller.

Motion Carried 4-0-0

b. (050321-4) The Kittery Town Council moves to hold a public hearing to authorize the Town Manager to enter into a lease agreement for copiers and plotters. The Town Manager gave an overview of the lease agreement for copiers and plotters.

Councilor Dow moved in accordance with Title 30-A MRS §3001, and Town Charter §§2.14 and 6.11(3), the Town of Kittery hereby ordains approval for the Town Manager to execute a five-year Lease agreement for the Town's copiers, printers, and plotters, seconded by Vice Chair pro tempore Spiller.

Motion Carried 4-0-0

c. (050321-5) The Kittery Town Council moves to hold a public hearing on a new Victualer's License application from Amelia Jule, 3 Collinsport Way, York, Maine, for Everyday Boost mobile food unit.

Moved by Vice Chair pro tempore Spiller, seconded by Councilor Dow.

Motion Carried 4-0-0

11. DISCUSSION

a. Discussion by members of the public (three minutes per person)

Kelly Philbrook, 8 Pepperrell Terrace, Kittery Point, Maine, wanted to thank Police officers, John Desardins, Michael Webster, Connor Grogan, Brian Cummer, and the Kittery Police dispatch for the incredible and compassionate job they did responding to a very difficult call on May 9, 2021.

b. Chairperson may read written comments into the record.

Gary Silver, 67 Tower Road, Kittery Point, Maine submitted an email asking why fireworks were legal in Maine and expressed his concerns.

Chair Thomson stated the Town of Kittery had at one time discussed prohibiting fireworks, and it didn't go over to well.

Christie Salema, 18 Debra Lane, Kittery, Maine submitted an email asking to please keep fires available at Seapoint for residents.

Chair Thomson stated only allowing residents to have fires at Seapoint Beach would be very difficult.

Chris Perkins, 28 Leach Road, Kittery, Maine submitted an email in regards to May 24, 2021 agenda item 13.d. and his concerns relative to Title 12 and Fires at Seapoint and Crescent Beaches.

Chair Thomson stated there is a variety of ways this could be approached and Chair Thomson said he is sure there will be plenty of discussions.

c. Chairperson's response to public comments.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

a. Donations/gifts received for Council disposition.

(050321-6) The Kittery Town Council moves to accept a donation in the amount of \$22,500, to be deposited into account #4060-43602.

Vice Chair pro tempore Spiller moved to accept with thanks, seconded by Councilor Dow.

Motion Carried 4-0-0

b. (050321-7) The Kittery Town Council moves to approve an Amusement Device License application from Delta Amusement, 3 Tobey Street Hampton, NH for Navy Yard Bar & Billiard located at 182 State Road, Kittery.

Moved by Vice Chair pro tempore Spiller, seconded by Councilor Dow.

Motion Carried 4-0-0

c. (050321-8) The Kittery Town Council moves to approve the annual renewal of the Victualer's License applications for 2021.

Moved by Chair Thomson, seconded by Vice Chair pro tempore Spiller.

Motion Carried 4-0-0

d. (050321-9) The Kittery Town Council moves to schedule a public hearing on June 7, 2021 for Title-12, Prohibition of Fires at Seapoint & Crescent Beaches.

Moved by Vice Chair pro tempore Spiller to schedule a public hearing on June 7, 2021, seconded by Councilor Dow.

Motion Carried 4-0-0

e. (050321-10) The Kittery Town Council moves to appoint a Councilor to interview Erin Kempster along with the Chair, Todd Rollins of the Shellfish Conservation Committee for a 3-year term to expire 12/31/2024.

Chair Thomson moved to appoint Vice Chair pro tempore Spiller, seconded by Councilor Dow.

Motion Carried 4-0-0

f. (050321-11) The Kittery Town Council moves to approve a sign request from the Kittery Community Market for their 2021 season.

Moved by Councilor Dow, seconded by Vice Chair pro tempore Spiller.

Motion Carried 4-0-0

g. (050321-12) The Kittery Town Council moves to accept the resignation of Brian Kilroy from the Kittery Community Center Board of Directors.

Chair Thomson moved to accept the resignation with gratitude, seconded by Councilor Dow.

Motion Carried 4-0-0

h. (050321-13) The Kittery Town Council moves to approve a Release Deed for 475 Haley Road Unit #3, Kittery, Maine.

The Town Manager gave an overview of the circumstances surrounding 475 Haley Road Unit #3, Kittery, Maine.

Chair Thomson moved for the Release Deed for 475 Haley Road Unit #3, Kittery, Maine be granted, seconded by Vice Chair pro tempore Spiller.

Motion Carried 4-0-0

14. COUNCILOR ISSUES OR COMMENTS

Councilor Dow – None

Councilor Pelletier – None

Vice Chair pro tempore Spiller stated she received an email from a resident about a rooster making a disturbance during all hours of the night.

Chair Thomson stated there will a Special meeting for the Warrant articles, June 7, 2021 at 6 p.m., and scheduling a public hearing on Marijuana. Chair Thomson also mentioned the June 8, 2021 elections at the Kittery Community Center.

15. COMMITTEE AND OTHER REPORTS

a. Communications from the Chairperson - None

b. Committee Reports - None

16. EXECUTIVE SESSION - None

17. ADJOURNMENT

Vice Chair pro tempore Spiller moved to adjourn at 6:50 p.m., seconded by Councilor Dow.

Motion Carried 4-0-0

Submitted by Kim Tackett

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a

summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website.

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

Lease Number: 529

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 "Acknowledgement 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: 6-16-21

Lessee:

Town Of Kittery

By: 

Kendra Amaral, Town Manager

Its: Superintendent or Board Designee

Date: 6/24/21

M.S.T Government Leasing, LLC.

Lease Number: 529

Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

LESSEE: Town Of Kittery

ADDRESS: 200 Rogers Road Kittery, ME 03904

EQUIPMENT DESCRIPTION: (Schedule F)

Lease Term: 5 Annual

Payment Amount: \$9,579.69

No. of Payments: 5

Pay Period: Annual

Advance Payments: No

Lease Value: \$44,817.56

Option Price: \$1.00

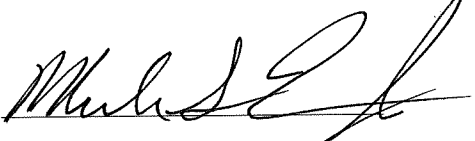
Amortization Schedule: (see attached)

Lease Commencement Date: 7/1/2021

First Payment Due: 8/1/2021

Lessor: M.S.T. Government Leasing LLC

Lessee: Town Of Kittery

By: 
Merle S Tilton, Manager

By: 
Kendra Amaral, Town Manager

Date: 6-16-21

Date: 6/24/21

Town of Kittery Amort Schedule 2021

Compound Period : Annual

Nominal Annual Rate : 3.290 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/01/2021	44,817.56	1		
2 Payment	08/01/2021	9,579.69	5	Annual	08/01/2025

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 07/01/2021				44,817.56
1 08/01/2021	9,579.69	125.23	9,454.46	35,363.10
2021 Totals	9,579.69	125.23	9,454.46	
2 08/01/2022	9,579.69	1,163.45	8,416.24	26,946.86
2022 Totals	9,579.69	1,163.45	8,416.24	
3 08/01/2023	9,579.69	886.55	8,693.14	18,253.72
2023 Totals	9,579.69	886.55	8,693.14	
4 08/01/2024	9,579.69	600.55	8,979.14	9,274.58
2024 Totals	9,579.69	600.55	8,979.14	
5 08/01/2025	9,579.69	305.11	9,274.58	0.00
2025 Totals	9,579.69	305.11	9,274.58	
Grand Totals	47,898.45	3,080.89	44,817.56	

Town of Kittery Amort Schedule 2021

Last interest amount decreased by 0.02 due to rounding.

M.S.T. Government Leasing, LLC.

Lease Number: 529

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: Town Of Kittery

By: _____

Kendra Amaral, Town Manager

Date: _____

6/24/21

M.S.T. Government Leasing, LLC.

Town Of Kittery

Lease Number: 529

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.529 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:

Address: 60 Community Drive, Augusta, ME 04330

Agent's Name: Susan Caston

Phone: (800) 590-5583

Insurance Co. Maine Municipal Association

Policy No. P31130PC2020

Expiration Date: 7/1/2021

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

Request for Certificate of Insurance

TO:
Insurance Company: **Maine Municipal Association**
60 Community Drive
Augusta, ME 04330

Contact Name: **Susan Caston**
Telephone Number: **800-590-5583**
Fax Number: **207-624-0112**

FROM:
Customer/Lessee Name: **Town Of Kittery**
200 Rogers Road

Kittery, ME 03904

Contact Name: **Kendra Amaral, Town Manager**
Telephone Number: **(207) 475-1329**
Fax Number: **(207) 439-6806**

Town Of Kittery ("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 email this completed information to:

M.S.T. Government Leasing, LLC
Attn: Kelly Fortier
Fax Number: (603) 262-1931
Phone Number: 800-750-1538 x4

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!

Town Of Kittery
By: 
Name: Kendra Amaral
Title: Town Manager

M.S.T. Government Leasing, LLC.

Lease Number: 529

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, 7/1/2021 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: Town Of Kittery

By: 

Kendra Amaral, Town Manager

Date: 6/24/21

M.S.T. Government Leasing, LLC.

Lease Number: 529

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: Town Of Kittery

By: 

Kendra Amaral, Town Manager

Date: 6/24/21

Town of Kittery				
Schedule F				
ID #	Building	Room	1st Year Equipment	Serial Number
13	Kittery Police Dept	Main Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3121R400959
14	Kittery Recreation Dept	Rec Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	3121R401099
15	Kittery Sewer Dept	Main Office	Ricoh MP5055 50 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	C339R800705
17	Rice Public Library	B/W Copier Taylor Building	Ricoh IM430F 45 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3351P300204
18	Rice Public Library	Color Copier Rice Building	Ricoh IM C300F 31 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort-Scan-Fax-Post Script-Hard Drive for Secure-Airprint Print	3921P201366
1	Kittery Fire Dept	Gorges Road	Ricoh IM350F 37 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3371P500793
2	Kittery Fire Dept	Kittery Point	Ricoh IM350F 37 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3371P500790
3	Kittery Highway Dept	Front Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3121R401097
4	Kittery Municipal Office	Accounting	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411351
5	Kittery Municipal Office	Administration	Ricoh IMC6000 69 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3141R300447
6	Kittery Municipal Office	Customer Service Pod #1	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411344
7	Kittery Municipal Office	Customer Service Pod #2	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411353
8	Kittery Municipal Office	Customer Service Pod #3	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411357
9	Kittery Municipal Office	HR (Wants Duplexing)	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5151Z411349
11	Kittery Municipal Office	Planning	Ricoh CW2201SP Wide Format 36" Wide Printing-Copy-Print-Scan-6 Colors	G931M410005
12	Kittery Municipal Office	Planning Office	Ricoh IMC6000 69 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3141R300458



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Maine Secretary of State

Filing Number:

20210707109000075-31

Filing Date and Time:

07/07/21 10:17 AM

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. E-MAIL CONTACT AT FILER [optional]
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) <input type="checkbox"/> ONLINE FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one debtor name (1a or 1b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TOWN OF KITTERY				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 200 ROGERS ROAD		CITY KITTERY	STATE ME	POSTAL CODE 03904

2. DEBTOR'S NAME: Provide only one debtor name (2a or 2b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SECURED PARTY - insert only one Secured Party name (3a or 3b))

3a. ORGANIZATION'S NAME NORWAY SAVINGS BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 31 COURT STREET		CITY AUBURN	STATE ME	POSTAL CODE 04210

4. COLLATERAL: This financing statement covers the following collateral:

See attachment

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☒ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Filing for Town of Kittery

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME TOWN OF KITTERY	
OR 18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADD'L NAME(S)/INITIAL(S)	SUFFIX

Filing Number:

20210707109000075-31

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one debtor name (19a or 19b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME				
OR 19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)		SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one debtor name (20a or 20b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME				
OR 20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)		SUFFIX
20c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one debtor name (21a or 21b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME				
OR 21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)		SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME MST GOVERNMENT LEASING LLC				
OR 22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)		SUFFIX
22c. MAILING ADDRESS 1491 EAST SIDE RIVER ROAD	CITY DUMMER	STATE NH	POSTAL CODE 03588	COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME				
OR 23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)		SUFFIX
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

Kittery, Town of				
Schedule F				
Building	Room	1st Year Equipment	Serial Number	
Kittery Fire Dept	Gorges Road	Ricoh IM350F 37 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3371P500793	
Kittery Fire Dept	Kittery Point	Ricoh IM350F 37 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3371P500790	
Kittery Highway Dept	Front Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	312R401097	
Kittery Municipal Office	Accounting	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411351	
Kittery Municipal Office	Administration	Ricoh IMC6000 69 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3141R300447	
Kittery Municipal Office	Customer Service Pod #1	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411344	
Kittery Municipal Office	Customer Service Pod #2	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411353	
Kittery Municipal Office	Customer Service Pod #3	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5161Z411357	
Kittery Municipal Office	HR (Wants Duplexing)	Ricoh SP3710DN 34 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	5151Z411349	
Kittery Municipal Office	Planning	Ricoh CW2201SP Wide Format 36" Wide Printing-Copy-Print-Scan-6 Colors	G931M410005	
Kittery Municipal Office	Planning Office	Ricoh IMC6000 69 CPM~ RADF Duplex LCT-Paper 11 X 17 External Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3141R300458	
Kittery Police Dept	Main Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	3121R400959	
Kittery Recreation Dept	Rec Office	Ricoh IMC4500 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	3121R401099	
Kittery Sewer Dept	Main Office	Ricoh MP5055 50 CPM ~ RADF Duplex 4-Paper Drawer Internal Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	C339R800705	
Rice Public Library	B/W Copier Taylor Building	Ricoh IM430F 45 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort Scan-Fax-Post Script-Airprint	3351P300204	
Rice Public Library	Color Copier Rice Building	Ricoh IM C300F 31 CPM~ RADF Duplex 500 Sheets Max paper 8 1/2 X 14 Sort-Scan-Fax-Post Script-Hard Drive for Secure-Airprint Print	3921P201366	

Form

8038-G

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

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority

1 Issuer's name

Town of Kittery

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

Kelly Fortier

4 Number and street (or P.O. box if mail is not delivered to street address)

200 Rogers Road

6 City, town, or post office, state, and ZIP code

Kittery, ME 03904

8 Name of issue

Town of Kittery

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

Kendra Amaral, Town Manager

If Amended Return, check here ☐

2 Issuer's employer identification number (EIN)

01-6000224

3b Telephone number of other person shown on 3a

800-750-1538 ext.4

5 Report number (For IRS Use Only)

3

7 Date of issue

6/15/2021

9 CUSIP number

None

10b Telephone number of officer or other employee shown on 10a

207-475-1309

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

11 Education

12 Health and hospital

13 Transportation

14 Public safety

15 Environment (including sewage bonds)

16 Housing

17 Utilities

18 Other. Describe ► Office Equipment Leases

19a If bonds are TANs or RANs, check only box 19a ☐

19b If bonds are BANs, check only box 19b ☐

20 If bonds are in the form of a lease or installment sale, check box ☐

11 44817

56

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 08/01/2025 \$ 44817.56 \$ 44817.56 5 years 3.29 %

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

22 Proceeds used for accrued interest

23 Issue price of entire issue (enter amount from line 21, column (b))

24 Proceeds used for bond issuance costs (including underwriters' discount)

25 Proceeds used for credit enhancement

26 Proceeds allocated to reasonably required reserve or replacement fund

27 Proceeds used to refund prior tax-exempt bonds. Complete Part V

28 Proceeds used to refund prior taxable bonds. Complete Part V

29 Total (add lines 24 through 28)

30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)

22 44817

56

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

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded

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

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Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- 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
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ 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 ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ 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 ► ☐
- 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 ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent	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 6/24/21	Type or print name and title Kendra Amaral Town Mgr		
Paid Preparer Use Only	Print/Type preparer's name Kelly Fortier	Preparer's signature 	Date 6/16/21	Check <input type="checkbox"/> if self-employed	PTIN
	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	