

M.S.T. Government Leasing LLC

1491 Eastside River Road

Dummer, NH 03588

800-750-1538

Lease Number: 458

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 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. 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: 

Its: President

Date: 8-15-2019

Lessee:

City of Augusta

By: 

Its: City Manager

Date: 8/2/19

M.S.T Government Leasing, LLC.

Lease Number: 458

Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

LESSEE: City of Augusta

ADDRESS: 16 Cony Street

Augusta, ME 04330

EQUIPMENT DESCRIPTION: (Schedule F)

Lease Term: 5 Years

Payment Amount: \$23,934.48

No. of Payments: 5

Pay Period: Annual

Advance Payments: 0

Lease Value: \$106,701.88

Option Price: \$1.00

Amortization Schedule: (see attached)

Lease Commencement Date: 8/2/2019

First Payment Due: 8/1/2020

Lessor: M.S.T. Government Leasing LLC

By: 

Merle S. Tilton Jr, President

Print Name & Title

Date: 8-15-2019

Lessee: City of Augusta

By: 

William R. Bridgeo, City Manager

Print Name & Title

Date: 8/2/19

City of Augusta Amort Schedule

Compound Period : Annual

Nominal Annual Rate : 3.950 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/02/2019	106,701.88	1		
2 Payment	08/01/2020	23,934.48	5	Annual	08/01/2024

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 08/02/2019				106,701.88
2019 Totals	0.00	0.00	0.00	
1 08/01/2020	23,934.48	4,214.72	19,719.76	86,982.12
2020 Totals	23,934.48	4,214.72	19,719.76	
2 08/01/2021	23,934.48	3,435.79	20,498.69	66,483.43
2021 Totals	23,934.48	3,435.79	20,498.69	
3 08/01/2022	23,934.48	2,626.10	21,308.38	45,175.05
2022 Totals	23,934.48	2,626.10	21,308.38	
4 08/01/2023	23,934.48	1,784.41	22,150.07	23,024.98
2023 Totals	23,934.48	1,784.41	22,150.07	
5 08/01/2024	23,934.48	909.50	23,024.98	0.00
2024 Totals	23,934.48	909.50	23,024.98	
Grand Totals	119,672.40	12,970.52	106,701.88	

City of Augusta Amort Schedule

Last interest amount increased by 0.01 due to rounding.

Augusta, City of Exhibit A				
ID #	Building	Room	1st Year Equipment	Serial Number
	Augusta Airport	Additional Building	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309528
1	Augusta Airport	Reception Area	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011001771
4	Augusta City Hall	Audit Department	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011014282
7	Augusta City Hall	Central Services	Color Photo Konica Minolta BHC558 55 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79K011024202
10	Augusta City Hall	Community Service - Mr. Dahlin	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309535
11	Augusta City Hall	Custodial Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309537
12	Augusta City Hall	Fort Western	Color MFP Konica Minolta BHC3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawer Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	A93E011001133
13	Augusta City Hall	Health & Welfare	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011015037
14	Augusta City Hall	Human Resources	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011015038
16	Augusta City Hall	Room 130 Development Services	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002069
17	Augusta City Hall	Room 130 Development Services Copy Room	Konica Minolta BH658 65 CPM Black Photo~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print 400+ Lb Console-Google Cloud Print	AA6R011005011
18	Augusta City Hall	Room 205	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309516
19	Augusta City Hall	Room 213 City Clerk/Treasurer/Tax Collector	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011014956
20	Augusta City Hall	Room 236 - Administration	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011043540
21	Augusta City Hall	Room 236 - City Manager	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print (Extra RAM)	AAJT011000392
29	Augusta Civic Center	Director's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309504
30	Augusta Civic Center	Kitchen	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309509
31	Augusta Civic Center	Main Office	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011045631
32	Augusta Civic Center	Maintenance Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309512
33	Augusta Fire Dept - Hartford	Admin Office 2nd Floor of City Hall	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Finisher 3-Hole CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011001703
35	Augusta Fire Dept - Hartford	Chief's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309514
34	Augusta Fire Dept - Hartford	Common Area 2nd Floor of City Hall	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309520
36	Augusta Fire Dept - North	Spare Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309510
38	Augusta Fire Dept - Wells	Wells Fire Station	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309511
39	Augusta Fire Dept - Wells	Wells Fire Station Back Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309515
49	Augusta Police Dept	Booking Room	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309513
50	Augusta Police Dept	Chief Criminal Investigations	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309508
51	Augusta Police Dept	Chief's Administrative Assistant	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309533
52	Augusta Police Dept	Chief's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309505
53	Augusta Police Dept	Court Officer	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309519
54	Augusta Police Dept	Deputy Chief	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309517
55	Augusta Police Dept	Dispatch Center 1st Floor	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309562
56	Augusta Police Dept	Hallway Outside Dispatch	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011043565
57	Augusta Police Dept	Lunch Room 2nd Floor	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011044807
58	Augusta Police Dept	Lunch Room Back Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309464
59	Augusta Police Dept	Patrol Command	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000441
60	Augusta Police Dept	Patrol Room - 1st Floor	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309524
61	Augusta Public Works	Conference Room 2nd Floor	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 4-Paper Drawer 11X 17 Finisher 3-Hole CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002293

Augusta, City of				
Exhibit A				
ID #	Building	Room	1st Year Equipment	Serial Number
62	Augusta Public Works	Main Office	Color MFP Konica Minolta BHC3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawer Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	A93E011001127
63	Buker Center	Main Office	Color Photo Konica Minolta BHC558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79K011024197
64	Hatch Hill Landfill	Main Office	Table Top Konica Minolta BH4422 42 CPM~ Black Photo RADF Duplex 500 Sheets Paper Sort CIF-Print-Scan-Fax-Post Script-Google Cloud Print	AAFM011001169
65	Hatch Hill Landfill	Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309522
66	Lithgow Public Library	1st Floor Office	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000230
68	Lithgow Public Library	Adult Services Desk	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002165
72	Lithgow Public Library	Tech Room	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000442
73	Lithgow Public Library	Youth Services	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000326

M.S.T. Government Leasing, LLC.

Lease Number: 458

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: **City of Augusta**

By: _____



Date: _____

8/2/19

William R. Bridgeo, City Manager

Print Name & Title

M.S.T. Government Leasing, LLC.

Lease Number: 458

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. 458 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: N/A

ADDRESS: 60 Community Drive, Augusta, ME

Agent's Name: Susan Caston

Phone: 207-623-8428 Fax: 207-626-5947

Insurance Co. Maine Mutual Property & Casualty

Policy No. P11020PC2019

Expiration Date: 6/30/2020

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

Request for Certificate of Insurance

TO:

Insurance Company: Maine Mutual Property &
Casualty
60 Community Drive
Augusta, ME 04330

Contact Name: Susan Caston
Telephone Number: (207) 623-8428
Fax Number: (207) 626-5947

FROM: City of Augusta
Customer/Lessee Name: 16 Cony Street
Augusta, ME 04330

Contact Name: William R Bridgeo, City Manager
Telephone Number: (207) 626-2300
Fax Number:

City of Augusta, Maine("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
1491 East Side River Road
Dummer, New Hampshire
03588
Attn: Skip Tilton

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

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

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

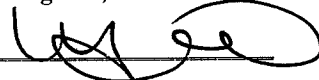
Please fax this completed information to both:

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

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

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

City of Augusta, Maine

By: 
Name:
Title: City Manager

M.S.T. Government Leasing, LLC.

Lease Number: 458

Schedule D – ESSENTIAL USE STATEMENT

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

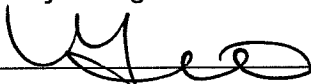
Reprographic Equipment and the use of the Equipment is essential to its proper, efficient and economic operation. The expense is an ordinary and necessary expense of the Lessee and the use of the Equipment is essential to the proper, efficient and economic operation of the Lessee.

Appropriation Certificate

The Lessee hereby certifies that all payments due for the fiscal year ending June 30, 2020 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: City of Augusta

By: _____



William R. Bridgeo, City Manager
Print Name & Title

Date: _____

8/2/19



Maine Revenue Services
Augusta, Maine

PERMANENT EXEMPTION CERTIFICATE

This Exemption Certificate
is issued under the provisions of Title 36, Part 3 MRSA

AUGUSTA CITY OF
16 CONY ST
AUGUSTA, ME 04330-5200

Registration Number: E80547
Date Effective: May 1, 1999
Date Issued: July 6, 2005

ACTING EXECUTIVE DIRECTOR

James D. Berard

Form ST-2
1071728050705

This certifies that the organization named above is an agency, branch, or instrumentality of the federal government, the State of Maine or a political subdivision of the State of Maine, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

Note to the Organization: This certificate is not to be used in activities that are mainly commercial enterprises including, but not limited to, purchases of items which will be resold by the organization. A copy of this certificate with the certification completed below, must be provided to your vendors in order to purchase goods exempt from tax. It is only necessary to provide one copy to the vendor. Subsequent purchases should indicate that the purchase is exempt from tax. In order to be exempt, the sale must be billed directly to and paid for directly by the organization named on the exemption certificate. This certificate cannot be used for purchases when payments are made with cash, personal checks, or personal credit cards.

Note to the Vendor: This certificate must be taken in good faith from the taxpayer named above. Your good faith may be questioned if you have knowledge of facts which give rise to a reasonable inference that the purchaser is not the holder of the exemption certificate or that the merchandise is not to be used exclusively by the organization. This certificate is valid only if the following certification is completed.

PERMANENT EXEMPTION CERTIFICATE

I HEREBY CERTIFY: That the above exemption certificate is valid, that the tangible personal property described herein which I shall purchase from Budget Document Technology will be used exclusively by the organization named above for purposes for which it is organized.

Description of property to be purchased:

Supplies/Services

Cheryl Gould

Authorized Signature

8/2/19

Date

M.S.T. Government Leasing, LLC.

Lease Number: 458

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.

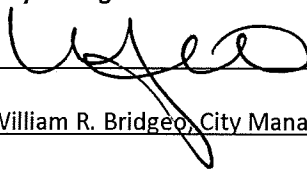
Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended: 95% or more of the net proceeds of this Lease will be used for local governmental activities 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: City of Augusta

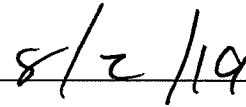
By: _____



William R. Bridgeo, City Manager

Print Name & Title

Date: _____



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Specialized Purchasing Consultants 1491 East Side River Road Dummer, NH 03588</div>

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 City of Augusta, Maine				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 16 Cony Street		CITY Augusta	STATE ME	POSTAL CODE 04330
		COUNTRY USA		

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	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
		COUNTRY		

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

3a. ORGANIZATION'S NAME Norway Savings Bank				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 261 Main Street		CITY Norway	STATE ME	POSTAL CODE 04268
		COUNTRY USA		

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

See attached Schedule F thereto, attached hereto and made part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility				
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing				
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA:				

Augusta, City of Exhibit A				
ID #	Building	Room	1st Year Equipment	Serial Number
	Augusta Airport	Additional Building	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309528
1	Augusta Airport	Reception Area	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011001771
4	Augusta City Hall	Audit Department	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011014282
7	Augusta City Hall	Central Services	Color Photo Konica Minolta BHC558 55 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79K011024202
10	Augusta City Hall	Community Service - Mr. Dahlin	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309535
11	Augusta City Hall	Custodial Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309537
12	Augusta City Hall	Fort Western	Color MFP Konica Minolta BHC3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawer Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	A93E011001133
13	Augusta City Hall	Health & Welfare	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011015037
14	Augusta City Hall	Human Resources	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011015038
16	Augusta City Hall	Room 130 Development Services	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002069
17	Augusta City Hall	Room 130 Development Services Copy Room	Konica Minolta BH658 65 CPM Black Photo~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print 400+ Lb Console-Google Cloud Print	AA6R011005011
18	Augusta City Hall	Room 205	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309516
19	Augusta City Hall	Room 213 City Clerk/Treasurer/Tax Collector	Konica Minolta BH458 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA6U011014956
20	Augusta City Hall	Room 236 - Administration	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011043540
21	Augusta City Hall	Room 236 - City Manager	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print (Extra RAM)	AAJT011000392
29	Augusta Civic Center	Director's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309504
30	Augusta Civic Center	Kitchen	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309509
31	Augusta Civic Center	Main Office	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011045631
32	Augusta Civic Center	Maintenance Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309512
33	Augusta Fire Dept - Hartford	Admin Office 2nd Floor of City Hall	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Finisher 3-Hole CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011001703
35	Augusta Fire Dept - Hartford	Chief's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309514
34	Augusta Fire Dept - Hartford	Common Area 2nd Floor of City Hall	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309520
36	Augusta Fire Dept - North	Spare Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309510
38	Augusta Fire Dept - Wells	Wells Fire Station	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309511
39	Augusta Fire Dept - Wells	Wells Fire Station Back Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309515
49	Augusta Police Dept	Booking Room	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309513
50	Augusta Police Dept	Chief Criminal Investigations	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309508
51	Augusta Police Dept	Chief's Administrative Assistant	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309533
52	Augusta Police Dept	Chief's Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309505
53	Augusta Police Dept	Court Officer	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309519
54	Augusta Police Dept	Deputy Chief	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309517
55	Augusta Police Dept	Dispatch Center 1st Floor	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309562
56	Augusta Police Dept	Hallway Outside Dispatch	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011043565
57	Augusta Police Dept	Lunch Room 2nd Floor	Color Photo Konica Minolta BHC458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79M011044807
58	Augusta Police Dept	Lunch Room Back Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309464
59	Augusta Police Dept	Patrol Command	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000441
60	Augusta Police Dept	Patrol Room - 1st Floor	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309524
61	Augusta Public Works	Conference Room 2nd Floor	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 4-Paper Drawer 11X 17 Finisher 3-Hole CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002293

Augusta, City of				
Exhibit A				
ID #	Building	Room	1st Year Equipment	Serial Number
62	Augusta Public Works	Main Office	Color MFP Konica Minolta BHC3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawer Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print	A93E011001127
63	Buker Center	Main Office	Color Photo Konica Minolta BHC558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	A79K011024197
64	Hatch Hill Landfill	Main Office	Table Top Konica Minolta BH4422 42 CPM~ Black Photo RADF Duplex 500 Sheets Paper Sort CIF-Print-Scan-Fax-Post Script-Google Cloud Print	AAFM011001169
65	Hatch Hill Landfill	Office	HP Laser Jet Pro M404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print	PHBB309522
66	Lithgow Public Library	1st Floor Office	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000230
68	Lithgow Public Library	Adult Services Desk	Color Photo Konica Minolta BHC360i 36 CPM~ RADF Duplex 2-Paper Drawer 11X 17 Sort-CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print	AA2J011002165
72	Lithgow Public Library	Tech Room	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000442
73	Lithgow Public Library	Youth Services	Color Network Printer Konica Minolta BHC3300i 33 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print	AAJT011000326

Form **8038-G**

(Rev. September 2018)

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

► Under Internal Revenue Code section 149(e)

► See separate instructions.

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

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

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Augusta, Maine		2 Issuer's employer identification number (EIN) 01-6000019
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica Paradis		3b Telephone number of other person shown on 3a 800-750-1538 x1
4 Number and street (or P.O. box if mail is not delivered to street address) 16 Cony Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Augusta, ME 04330		7 Date of issue 08/02/2019
8 Name of issue City of Augusta, Maine Lease 458, dated 8/2/2019		9 CUSIP number none
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

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

11 Education	11	106,701	88
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

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	08/01/2024	\$ 106,701.88	\$ 106,701.88	4.10399 years	3.95 %

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

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	106,701	88
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	106,701	88

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

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

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**

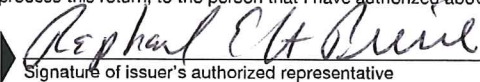
--	--
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**

--	--
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**

--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ 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

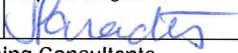
08/02/19
Date

RAPHAEL E ST PIERRE
Type or print name and title Finance Director

Paid Preparer Use Only

Print/Type preparer's name
Jessica Paradis

Preparer's signature



Date

7/30/2019

Check ☐ if self-employed

PTIN

Firm's name ► Specialized Purchasing Consultants

Firm's EIN ► 020515500

Firm's address ► 1491 East Side River Road, Dummer, NH 03588

Phone no. 800-750-1538 x1

VOTE TO BE ADOPTED
City of Augusta, Maine

Voted: That, under and pursuant to the provisions of Maine law and the Charter and City Ordinances of the **City of Augusta, Maine**, the City Manager is authorized to execute and deliver a tax-exempt lease purchase agreement with M.S.T. Government Leasing, LLC in the name and on behalf of the **City of Augusta, Maine** (the "Issuer"), for the purpose of refunding and refinancing existing lease purchases of photocopier equipment and lease purchasing additional new and reconditioned photocopier equipment, any service agreements specifically financed in connection with certain equipment, consulting fees and related costs of issuance with an aggregate purchase price not exceeding **One Hundred Six Thousand Seven Hundred One Dollars and Eighty-Eight Cents (\$106,701.88)**, at a rate of interest of not more than **3.95%** per year through **August 1, 2024**, and otherwise in such form as the City Manager may approve; and that the appropriate officials of the Issuer be and hereby are authorized to execute and deliver on behalf of the Issuer such other documents and certificates as may be required in connection with such tax-exempt lease purchase agreement; and that no part of the proceeds of said tax-exempt lease purchase agreement shall be used, directly or indirectly, to acquire any securities or obligations, the acquisition of which would cause the tax-exempt lease purchase agreement to be a "private activity bond" or an "arbitrage bond" within the meaning of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"); and that the tax-exempt lease purchase agreement issued pursuant hereto be designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of said Code; and that the City Manager be and hereby is authorized to covenant on behalf of the Issuer to file any information report and pay any rebate due to the United States in connection with the issuance of said tax-exempt lease purchase agreement, and to take all other lawful actions necessary to insure that the interest portion of the rental payments under and pursuant to the tax-exempt lease purchase agreement will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof.