



Specialized Purchasing Consultants

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

FY22 Upgrade Report

Lincoln-Woodstock Cooperative School District
PO Box 846
Lincoln, NH 03251

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

September 1, 2022

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Lincoln-Woodstock Cooperative School District
Debbie O'Connor
PO Box 846
Lincoln, NH 03251

Dear Debbie:

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 14 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 28th day of Oct., 2021 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and NHSAU 68 - Lin-Wood Public Schools ("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:
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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 (I) 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 (I) 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. DSD, 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)

Client Initials:

Accept DEO

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	NHSAU 68 - Lin-Wood Public Schools
Signature	X <u>Debbie O'Connor</u>
Authorized by (please print)	Debbie O'Connor
Title	Business Manager
Address 1	PO Box 846
City, State, Zip	Lincoln NH 03251
Telephone Number	(603) 745-2051
Fax Number	
E-mail address	doconnor@lin-wood.org

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate
Signature

Skip Tilton
Skip Tilton, President



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Skip Tilton
President

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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

Page 4 of 5



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Skip Tilton
President

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

Corporate Office:
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Dummer, NH 03588

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

(800) 750-1538

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

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NHSAU 68 - Lin-Wood Public Schools

Debbie O'Connor

PO Box 846

Lincoln, NH 03251

Five-Year Basis beginning with the 2022/2023 Fiscal Year

Copies-per-Year: 815,437

Present vs. Proposed Recommendations as of 8/2/2022

PRESENT SITUATION

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

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: **7**
- 4) Replaced: **12 New**
- 5) Photocopiers: **7 with Secure Print/Confidential Mailbox**
- 6) Color Photocopiers: **7**
- 7) MFPs: **0**
- 8) Printers: **5 (3 of which are Color)**
- 9) Duplexers: **12**
- 10) Finishers: **7**
- Total number of Units: **12 (Closing out 1 to right size equipment)**

Overall Description of Equipment Fleet:

Presently, you have **One manufacturer with 5 different models**. The **new arrangement** will stay with one manufacturer **with one vendor** servicing everything.

Print Management: STARDoc for all devices. Papercut MF will also be acquired with all 7 copiers in the district.

Capital:

Presently, you have **one** municipal lease that will be paid off on August 2, 2022. With the new arrangement, you will again have **one** municipal master lease at 3.49% interest. Your first of five annual lease payments will be due on **August 1, 2023**.

Board Approval Date: 4-6-22

Service & Supplies:

Considering all of your consumable cost centers including service you are averaging **\$0.003855 for black and \$0.058066 for Color**. The new contract will come in at a CPC of **\$0.003711 for Black and \$0.036798 for Color**. These figures include an average for both printers and copiers.

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 School District:

<u>Cost Center</u>	<u>Present</u>	<u>KMBS</u>	<u>KMBS with Papercut</u>
1. Service & Supplies Color:	\$10,655.13	\$6,752.43	\$6,752.43
2. Service & Supplies Black:	\$2,436.25	\$2,345.07	\$2,345.07
3. Annual Muni Lease &:	<u>\$14,307.86</u>	<u>\$10,785.01</u>	<u>\$14,000.00</u>
Totals:	\$27,399.24	\$19,882.50	\$23,097.50

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 30, 2023**. 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.



NHSAU 68 - Lin-Wood Public Schools

Debbie O'Connor

PO Box 846

Lincoln, NH 03251

Five-Year Equipment Replacement Schedule

NHSAU 68 - Lin-Wood Pub	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				
1 Lin-Wood Public Elementary Library	Konica Minolta BHC3100P Color Network Printer 32 CPM Duplex Sort 1000 Sheet Paper Supply (2nd Drawer) CIF Print-Post Script-Airprint	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
113	121,529 (Trade)	1,000,000	6/1/2019			
Black Vol: 9,835	750,000 06/14	ACET011008604				
Color Vol: 18,667	A6DR012105776 /	9,835 Konica-Minolta Business Solutions				
		0				
2 Lin-Wood Public Elementary Main Office	Konica Minolta BHC558 Color Photocopier 55 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	New	New	New	New
113	415,279 (Trade)	3,000,000	2/1/2020			
Black Vol: 65,359	3,000,000 02/17	AA7P011703838				
Color Vol: 35,703	A79K011007574 /	65,359 Konica-Minolta Business Solutions				
		35,703				

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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NHSAU 68 - Lin-Wood Pub		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	Lin-Wood Public Elementary Teachers' Room 228	Konica Minolta BH808 Black Photocopier 80 CPM 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	Konica Minolta BHC650i 65 CPM~RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	New	New	New	New
113		726,674 (Trade)	4,000,000	2/1/2020			
Black Vol:	196,948	A8KN011003839 /	AA7N011007438				
			196,948	Konica-Minolta Business Solutions			
			18,667				
<hr/>							
Proposed Annual Volume for Lin-Wood Public Elementary				272,142	54,370		
<hr/>							
4	Lin-Wood Public Middle & High School Guidance Office	Konica Minolta BHC458 Color Photocopier 45 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print	Konica Minolta BHC550i 55 CPM~RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	New	New	New	New
157		108,934 (Trade)	3,000,000	2/1/2020			
Black Vol:	12,460	A79M011013517 /	AA7P011703979				
Color Vol:	10,522		12,460	Konica-Minolta Business Solutions			
			10,522				
<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;

NHSAU 68 - Lin-Wood Pub		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/>							
5	Lin-Wood Public Middle & High School Humanities Wing Hall Room 30	Konica Minolta BHC3100P Color Network Printer 32 CPM Duplex Sort 1000 Sheet Paper Supply (2nd Drawer) CIF Print-Post Script-Airprint	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint		New	New	New
157		61,598 (Trade)	750,000	4/1/2019			
Black Vol:	6,961	A6DR012105892 /	AAJT011202347				
Color Vol:	5,334		6,961	Konica-Minolta Business Solutions			
			5,334				
<hr/>							
6	Lin-Wood Public Middle & High School Library	Konica Minolta BHC558 Color Photocopier 55 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint		New	New	New
157		388,679 (Trade)	3,000,000	2/1/2020			
Black Vol:	61,092	A79K011007589 /	AA7P011703617				
Color Vol:	46,209		61,092	Konica-Minolta Business Solutions			
			46,209				
<hr/>							
7	Lin-Wood Public Middle & High School Main Office	Konica Minolta BHC458 Color Photocopier 45 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint-OCR Module		New	New	New
157		166,204 (Trade)	3,000,000	2/1/2020			
Black Vol:	25,401	A79M011013509 /	AA7P011703964				
Color Vol:	11,723		25,401	Konica-Minolta Business Solutions			
			11,723				

*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;*

NHS AU 68 - Lin-Wood Pub		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				
8	Lin-Wood Public Middle & High School Math Wing Hall Room 112	Konica Minolta BHC3100P Color Network Printer 32 CPM Duplex Sort 1000 Sheet Paper Supply (2nd Drawer) CIF Print-Post Script-Airprint	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	New	New	New	New
157		151,842 (Trade)	750,000	4/1/2019			
Black Vol:	18,409	A6DR012105791 /	AAJT011202340				
Color Vol:	22,232		18,409 Konica-Minolta Business Solutions				
			22,232				
9	Lin-Wood Public Middle & High School Teachers' Room	Konica Minolta BHC3100P Color Network Printer 32 CPM Duplex Sort 1000 Sheet Paper Supply (2nd Drawer) CIF Print-Post Script-Airprint	Close Out Due to Combining and/or Low Volumes	Close Out	Close Out	Close Out	Close Out
157		67,888 (Trade)	750,000	06/14			
Black Vol:	13,808	A6DR012105809 /					
Color Vol:	12,537		0				
			0				
10	Lin-Wood Public Middle & High School Teachers' Room	Konica Minolta BH808 Black Photocopier 80 CPM 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	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	New	New	New	New
157		450,221 (Trade)	4,000,000	2/1/2020			
Black Vol:	143,481	A8KN011003854 /	AA7N011008630				
			157,289 Konica-Minolta Business Solutions				
			12,537				

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;

NHS AU 68 - Lin-Wood Pub		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 Lin-Wood Public Middle & High School			281,612		108,557		
11 SAU #68 Business Administrator		Konica Minolta BH3301P Black Network Printer 35 CPM Duplex Sort-CIF-Print-Post Script Airprint	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	New	New	New	New
0		11 (Trade)	1,000,000	6/1/2019			
Black Vol:	0	500,000 11/15	ACET011008607				
		A63P015000832 /	0 Konica-Minolta Business Solutions				
			0				
12 SAU #68 Main Office		Konica Minolta BHC3100P Color Network Printer 32 CPM Duplex Sort 1000 Sheet Paper Supply (2nd Drawer) CIF Print-Post Script-Airprint	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	New	New	New	New
0		24,773 (Trade)	750,000	4/1/2019			
Black Vol:	4,286	750,000 06/14	AAJT011202394				
Color Vol:	404	A6DR012105882 /	4,286 Konica-Minolta Business Solutions				
			404				
13 SAU #68 Main Office		Konica Minolta BHC558 Color Photocopier 55 CPM RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	New	New	New	New
0		381,248 (Trade)	3,000,000	2/1/2020			
Black Vol:	73,898	3,000,000 02/17	AA7P011703633				
Color Vol:	20,168	A79K011007603 /	73,898 Konica-Minolta Business Solutions				
			20,168				

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;

NHSAU 68 - Lin-Wood Pub		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 SAU #68			78,184		20,572		

*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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NHSAU 68 - Lin-Wood Public Schools
PO Box 846
Lincoln, NH 03251

	PRESENT	PROPOSED
Black Photocopiers	340,429	0
Black Photocopiers - Existing - Recon	0	0
High Production Black Photocopiers	0	0
Color Photocopiers - Black Volume	238,210	592,447
Color Photocopiers - Color Volume	124,325	155,529
Color Photocopiers - Existing - Recon	0	0
High Production Color Photocopiers	0	0
Black Network Printers	0	9,835
Black Laser MFP	0	0
Color Network Printers - Black Volume	53,299	29,656
Color Network Printers - Color Volume	59,174	27,970
Color Laser MFP - Black Volume	0	0
Color Laser MFP - Color Volume	0	0
Color Ink Jet Local Printers - Black Volume	0	0
Color Ink Jet Local Printers - Color Volume	0	0
Color Ink Jet MFP - Black Volume	0	0
Color Ink Jet MFP - Color Volume	0	0
<i>Total Black Volume</i>	631,938	631,938
<i>Total Color Volume</i>	183,499	183,499
TOTALS	815,437	815,437

Recommended Vendor(s): KMBS with Konica Minolta Copiers & Printers (Low Bid)**Upgrade Date on 8/2/2022****BLACK VOLUME**

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Konica-Minolta Business Solutions / Color Photocopier	592,447	\$0.00350	\$2,073.56
Konica-Minolta Business Solutions / Color Network Printer	29,656	\$0.00688	\$204.03
Konica-Minolta Business Solutions / Black Network Printer	9,835	\$0.00688	\$67.66
Sub Totals	631,938	\$0.00371	\$2,345.26

COLOR VOLUME

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Konica-Minolta Business Solutions / Color Network Printer	27,970	\$0.05625	\$1,573.31
Konica-Minolta Business Solutions / Color Photocopier	155,529	\$0.03330	\$5,179.12
Sub Totals	183,499	\$0.03680	\$6,752.43

NHSAU 68 - Lin-Wood Public Schools
2022-2023 / 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
Lin-Wood Public Elementary	86,952	136,072	(49,120)	\$309.65	\$492.87	(\$183.22)
Lin-Wood Public Middle & High School	107,691	140,808	(33,117)	\$398.95	\$535.71	(\$136.76)
SAU #68	21,909	39,092	(17,183)	\$77.16	\$144.07	(\$66.91)
Black Prints Totals	216,552	315,972	(99,420)	\$785.76	\$1,172.65	(\$386.89)

Color Prints

Building	Full Year Volume	Pre-Paid Volume	Reconciled Volume	Full Year Costs	Pre-Paid Costs	Reconciled Costs
Lin-Wood Public Elementary	30,808	9,334	21,474	\$1,099.51	\$310.82	\$788.68
Lin-Wood Public Middle & High School	54,335	54,279	56	\$1,927.71	\$2,123.81	(\$196.10)
SAU #68	18,101	28,138	(10,037)	\$602.76	\$941.63	(\$338.87)
Color Prints Totals	103,244	91,751	11,493	\$3,629.98	\$3,376.26	\$253.71

TOTALS:	319,796	407,723	(87,927)	\$4,415.74	\$4,548.91	(\$133.17)
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Average Cost Per Print For Black & Color: \$0.01381

* If there is a credit balance, it will be applied to next year's pre-billing, which should be forthcoming in July.



NHSAU 68 - Lin-Wood Public Schools
2022-2023 / January Pre-Bill
Summary by Building

Black Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Lin-Wood Public Elementary	272,142	\$985.74	136,072	\$492.87
Lin-Wood Public Middle & High School	281,612	\$1,071.39	140,808	\$535.71
SAU #68	78,184	\$288.13	39,092	\$144.07
Black Prints Totals	631,938	\$2,345.26	315,972	\$1,172.65

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
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Color Prints

Lin-Wood Public Elementary	54,370	\$1,810.52	27,186	\$905.29
Lin-Wood Public Middle & High School	108,557	\$4,247.59	54,280	\$2,123.84
SAU #68	20,572	\$694.32	10,286	\$347.16
Color Prints Totals	183,499	\$6,752.43	91,752	\$3,376.30

Total Pre-Billing Invoice	815,437	\$9,097.69	407,724	\$4,548.94
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SCHEDULE A

SERVICE & SUPPLY CONTRACT - CLIENT

Client: Lincoln- Woodstock Cooperative School District
Contracted Vendor: Konica-Minolta Business Solutions
Term: 8/2/2022 through 6/30/2028

<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>
Lin-Wood Public Elementary	Main Office	Konica Minolta BHC550i	AA7P011703838	Color Photocopier	\$0.00350	\$0.03330
Lin-Wood Public Elementary	Teachers' Room 228	Konica Minolta BHC650i	AA7N011007438	Color Photocopier	\$0.00350	\$0.03330
Lin-Wood Public Middle & High School	Guidance Office	Konica Minolta BHC550i	AA7P011703979	Color Photocopier	\$0.00350	\$0.03330
Lin-Wood Public Middle & High School	Humanities Wing Hall Room 30	Konica Minolta BHC3300i	AAJT011202340	Color Network Printer	\$0.00688	\$0.05625
Lin-Wood Public Middle & High School	Library	Konica Minolta BHC550i	AA7P011703617	Color Photocopier	\$0.00350	\$0.03330
Lin-Wood Public Middle & High School	Main Office	Konica Minolta BHC550i	AA7P011703964	Color Photocopier	\$0.00350	\$0.03330
Lin-Wood Public Middle & High School	Math Wing Hall Room 112	Konica Minolta BHC3300i	AAJT011202347	Color Network Printer	\$0.00688	\$0.05625
Lin-Wood Public Middle & High School	Teachers' Room	Konica Minolta BHC650i	AA7N011008630	Color Photocopier	\$0.00350	\$0.03330
SAU #68	Business Administrator	Konica Minolta BH4000i	ACET011008607	Black Network Printer	\$0.00688	\$0.00000
SAU #68	Main Office	Konica Minolta BHC3300i	AAJT011202394	Color Network Printer	\$0.00688	\$0.05625
SAU #68	Main Office	Konica Minolta BHC550i	AA7P011703633	Color Photocopier	\$0.00350	\$0.03330

Subject to change and correction and future additions.

Additional Provisions:

•MST•

SERVICE AND SUPPLY CONTRACT - CLIENT

M.S.T hereby contracts with Lincoln-Woodstock Cooperative School District ("Client") to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A ("Equipment") using the Contracted Vendor shown below at a cost per print shown on said Schedule A, commencing on August 2, 2022, and terminating on June 30, 2028. This Service and Supply Contract ("Contract") shall exclude only the cost of paper, transparencies, and staples. Refer to Schedule A for Additional Provisions, if any.

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

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

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

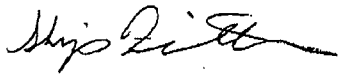
Client or M.S.T. may terminate Contract at any time with a 30-day written notice. Client will be required to provide final meter reads on all Equipment listed on Schedule A, including those added during the Contract term. Any credits owed to Client after reconciling actual usage versus projected will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

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

By: Skip Tilton

Title: President/Owner

Date: 4/22/2022


Signature: 

AGREED AND ACCEPTED BY:
Lincoln-Woodstock Cooperative School District

By: Judith McGann

Title: Superintendent

Date: 5/11/22

Signature: 

12/23/13



SCHEDULE B WARRANTY

Client: Lincoln-Woodstock Cooperative School District
Contracted Vendor: Konica-Minolta Business Solutions
Term: 8/2/2022 through 6/30/2028

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Warranty Life</i>	<i>Model Intro Date</i>
SAU #68	Main Office	Konica Minolta BHC550i	AA7P011703633	3,000,000	2/1/2020
Lin-Wood Public Elementary	Main Office	Konica Minolta BHC550i	AA7P011703838	3,000,000	2/1/2020
Lin-Wood Public Elementary	Teachers' Room 228	Konica Minolta BHC650i	AA7N011007438	4,000,000	2/1/2020
Lin-Wood Public Middle & High School	Guidance Office	Konica Minolta BHC550i	AA7P011703979	3,000,000	2/1/2020
Lin-Wood Public Middle & High School	Humanities Wing Hall Room 30	Konica Minolta BHC3300i	AAJT011202340	750,000	4/1/2019
Lin-Wood Public Middle & High School	Library	Konica Minolta BHC550i	AA7P011703617	3,000,000	2/1/2020
Lin-Wood Public Middle & High School	Main Office	Konica Minolta BHC550i	AA7P011703964	3,000,000	2/1/2020
Lin-Wood Public Middle & High School	Math Wing Hall Room 112	Konica Minolta BHC3300i	AAJT011202347	750,000	4/1/2019
Lin-Wood Public Middle & High School	Teachers' Room	Konica Minolta BHC650i	AA7N011008630	4,000,000	2/1/2020
SAU #68	Business Administrator	Konica Minolta BH4000i	ACET011008607	1,000,000	6/1/2019
SAU #68	Main Office	Konica Minolta BHC3300i	AAJT011202394	750,000	4/1/2019

Subject to change and correction and future additions.

Additional Provisions:

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

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

•MST•

WARRANTY

Konica-Minolta Business Solutions ("Contracted Vendor") hereby warrants to Lincoln-Woodstock Cooperative School District ("Client") that, if any such Equipment described on Schedule B attached hereto malfunctions through no fault of Client during the term commencing on August 2, 2022 and terminating on June 30, 2028, and such Equipment cannot be repaired promptly, Contracted Vendor will replace such Equipment with equipment which is equal to or superior in quality and capabilities to the Equipment being replaced, at no cost to Client. Refer to Schedule B for Additional Provisions to this Warranty.

The only exclusions to this Warranty are as follows:

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

AGREED AND ACCEPTED BY:
Konica-Minolta Business Solutions

By: Jason Dexter

Title: AVP

Date:

Signature:

_____ 

AGREED AND ACCEPTED BY:
Lincoln-Woodstock Cooperative School District

By: Judith McGann

Title: Superintendent

Date:

_____ 5/11/22

Signature:

_____ 

Motion 1:

I hereby move that the Board approve the proposed tax-exempt lease with M.S.T. Government Leasing, LLC, for the purposes of leasing, refinancing, and funding photocopy equipment leases including consultant fees, and related costs of issuances of such leases in an amount not to exceed Sixty-Three Thousand Two-Hundred Thirty-Four dollars and Fifty cents (\$63,234.50) and an interest rate of 3.490% per year through August 1, 2027.

Motion 2:

I hereby move that the Board authorizes the Superintendent to execute and deliver the tax-exempt lease with M.S.T. Government Leasing, LLC on such terms and conditions discussed and provided to the Board and to execute and deliver any such documents required to execute the contract with Specialized Purchasing Consultants, Inc.

Municipal Lease Purchase Agreement

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

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

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

- (d) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of payments under this Lease and will not use or permit the use of the Equipment in such a manner as to cause this Lease to be a "private activity bond" or an "arbitrage bond" under the Code; and
- (e) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.
6. **PAYMENTS: AMORTIZATION SCHEDULE.** Lessee agrees to promptly pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by the Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. If any Payment is not received by Lessor within thirty (30) days after the Payment Date, then Lessee shall pay to Lessor a late payment fee of five percent (5%) of the amount of such delinquent Payment. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.
7. **DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES.** THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:
- (a) **LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;**
- (b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;
- (c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing essential governmental uses and public functions of Lessee within the permissible scope of Lessee's authority and will not be used in a trade or business;
- (d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or the manufacturer of the Equipment and not against the Lessor;
- (e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;

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

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

- (a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or
 - (b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor's receipt of payment set forth above, Lessee shall be entitled to the Equipment with any warranties made by the Supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.
15. **INSURANCE; LIENS; TAXES.** The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor's interest. Lessee also agrees to name Lessor as an additional insured on Lessee's comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages, either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee's obligation under this paragraph is limited by the Lessee's limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days' prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall be evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee causes or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended, Lessee agrees to pay the "taxable interest rate" retroactive to its Commencement Date. The "taxable interest rate" is defined as that rate that results in the same after-tax yield to the Lessor, or its assigns, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less.
16. **ASSIGNMENT BY LESSOR.** Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all rights and obligations originally afforded Lessor under this Lease. Lessee shall recognize and hereby consents to any assignments of this Lease.
17. **NONAPPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this Lease, the Lessee may elect to terminate this Lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its

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

18. **ESCROW ACCOUNT.** At the option of the Lessor, an escrow account may be created 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: 4-27-22

Lessee:

Lincoln-Woodstock Cooperative School District

By: 
Judith McElann, Superintendent

Its: Superintendent or Board Designee

Date: 5/11/22

M.S.T Government Leasing, LLC.

Lease Number: 545

Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

LESSEE: Lincoln-Woodstock Cooperative School District

ADDRESS: 72 Linwood Drive Lincoln, NH 03251

EQUIPMENT DESCRIPTION: (Schedule F)

Lease Term: 5 years

Payment Amount: \$14,000.00

No. of Payments: 5

Pay Period: Annual

Advance Payments: No

Lease Value: \$63,234.50

Option Price: \$1.00

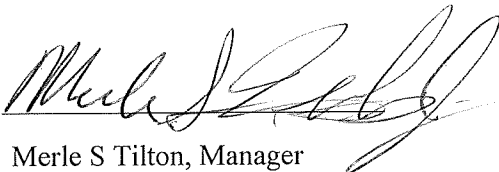
Amortization Schedule: (see attached)


Lease Commencement Date: 8/2/2022

First Payment Due: 8/1/2023

**Lessor: M.S.T. Government Leasing LLC
District**

Lessee: Lincoln-Woodstock Cooperative School

By: 
Merle S Tilton, Manager

By: 
Judith McGann, Superintendent

Date: 4-27-22

Date: 5/11/22

SAU 68 Amort Schedule 2022

Compound Period : Annual

Nominal Annual Rate : 3.490 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/02/2022	63,234.50	1		
2 Payment	08/01/2023	14,000.00	5	Annual	08/01/2027

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 08/02/2022				63,234.50
2022 Totals	0.00	0.00	0.00	
1 08/01/2023	14,000.00	2,200.84	11,799.16	51,435.34
2023 Totals	14,000.00	2,200.84	11,799.16	
2 08/01/2024	14,000.00	1,795.09	12,204.91	39,230.43
2024 Totals	14,000.00	1,795.09	12,204.91	
3 08/01/2025	14,000.00	1,369.14	12,630.86	26,599.57
2025 Totals	14,000.00	1,369.14	12,630.86	
4 08/01/2026	14,000.00	928.32	13,071.68	13,527.89
2026 Totals	14,000.00	928.32	13,071.68	
5 08/01/2027	14,000.00	472.11	13,527.89	0.00
2027 Totals	14,000.00	472.11	13,527.89	
Grand Totals	70,000.00	6,765.50	63,234.50	

SAU 68 Amort Schedule 2022

Last interest amount decreased by 0.01 due to rounding.

M.S.T. Government Leasing, LLC.

Lease Number: 545

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: Lincoln-Woodstock Cooperative School District

By: 

Judith McGinn, Superintendent

Date: 5/11/22

Request for Certificate of Insurance

TO:

Insurance Company: Primex
46 Donovan Street
Concord, NH 03301

Contact Name:

Telephone Number:

Fax Number:

FROM:

Customer/Lessee Name: Lincoln-Woodstock Cooperative School District
72 Linwood Drive

Lincoln, NH 03251

Contact Name: Judith McGlann, Superintendent
Telephone Number: 603-745-2051
Fax Number: (603) 745-2352

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

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

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

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


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

Please fax this completed information to both:

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

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

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

Lincoln-Woodstock Cooperative School District
By: 
Name: Judith McGlann
Title: Superintendent

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Lincoln-Woodstock Cooperative School District 72 Linwood Drive Lincoln, NH 03251-0846		730		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2021 7/1/2022	7/1/2022 7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated) \$63,234.50	Deductible: \$1,000

Description: Photocopier and printer lease/purchase. The certificate holders are named as a Loss Payees relative to Photocopier Lease, subject to the terms, limits, conditions and exclusions contained in the Primex³ Public Entity Property Coverage Document. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party/Loss Payee, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:		Additional Covered Party	X	Loss Payee	Primex³ – NH Public Risk Management Exchange
Norway Savings Bank & MST Government Leasing, LLC 1491 East Side River Rd Dummer, NH 03588					By: <i>Mary Beth Purcell</i> Date: 5/13/2022 mpurcell@nhprimex.org
					Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

M.S.T. Government Leasing, LLC.

Lincoln-Woodstock Cooperative School District

Lease Number: 545**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.545 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: 46 Donovan Street, Concord, NH 03301

Agent's Name:

Phone: (603) 225-2841

Insurance Co. Primex

Policy No.

Expiration Date: 7/1/2022

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

M.S.T. Government Leasing, LLC.

Lease Number: 545

Schedule D – ESSENTIAL USE STATEMENT

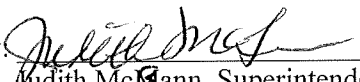
It is represented to Lessor that the Equipment will be used by Lessee for the Following Purposes:

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, 7/1/2022 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: Lincoln-Woodstock Cooperative School District

By: 
Judith McGann, Superintendent

Date: 5/11/22

M.S.T. Government Leasing, LLC.

Lease Number: 545

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: Lincoln-Woodstock Cooperative School District

By: Judith McMan
Judith McMan, Superintendent

Date: 5/11/22

NHSAU 68 - Lin-Wood Public Schools				
Schedule F				
ID #	Building	Room	1st Year Equipment	Serial Number
1	Lin-Wood Public Elementary	Library	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	ACET011008604
2	Lin-Wood Public Elementary	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703838
3	Lin-Wood Public Elementary	Teachers' Room 228	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011007438
4	Lin-Wood Public Middle & High School	Guidance Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703979
5	Lin-Wood Public Middle & High School	Humanities Wing Hall Room 30	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202347
6	Lin-Wood Public Middle & High School	Library	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7P011703617
7	Lin-Wood Public Middle & High School	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703964
8	Lin-Wood Public Middle & High School	Math Wing Hall Room 112	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202340
10	Lin-Wood Public Middle & High School	Teachers' Room	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011008630
11	SAU #68	Busines Administrator	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	ACET011008607
12	SAU #68	Main Office	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202394
13	SAU #68	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703633



State of New Hampshire

Department of State

Filed
Date Filed: 12/27/2022 09:20:48 AM
File Number: 2212270000738
Page Count: 3
David M. Scanlan
Secretary of State
State of New Hampshire

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)
MST Government Leasing,LLC 800-750-1538
B. E-MAIL CONTACT AT FILER (optional)
kfortier@spccopypro.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
MST Government Leasing,LLC
1491 East Side river Road, Dummer, NH, 03588, USA

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)

OR	1a. ORGANIZATION'S NAME				
	Lincoln-Woodstock Cooperative School District				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
72 Linwood Drive		Lincoln	NH	03251	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)

OR	2a. ORGANIZATION'S NAME				
	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)

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

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

Description	File Name * See Attached
SAU 68 Lincoln-Woodstock	SAU 68 Lincoln-Woodstock Schedule F COMPLETE.pdf

5. Check only if applicable and check only one box:

Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administrated by a Decedent's Personal Representative



State of New Hampshire

Department of State



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:

NHSAU 68 - Lin-Wood Public Schools				
Schedule F				
ID #	Building	Room	1st Year Equipment	Serial Number
1	Lin-Wood Public Elementary	Library	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	ACET011008604
2	Lin-Wood Public Elementary	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703838
3	Lin-Wood Public Elementary	Teachers' Room 228	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011007438
4	Lin-Wood Public Middle & High School	Guidance Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703979
5	Lin-Wood Public Middle & High School	Humanities Wing Hall Room 30	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202347
6	Lin-Wood Public Middle & High School	Library	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7P011703617
7	Lin-Wood Public Middle & High School	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703964
8	Lin-Wood Public Middle & High School	Math Wing Hall Room 112	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202340
10	Lin-Wood Public Middle & High School	Teachers' Room	Konica Minolta BHC650i 65 CPM~ RADF Duplex LCT-Paper 11 X 17 Finisher 3-Hole Punch-Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7N011008630
11	SAU #68	Busines Administrator	Konica Minolta BH4000i 42 PPM ~ Duplex 300 Paper Supply Sort-Post Script-Airprint	ACET011008607
12	SAU #68	Main Office	Konica Minolta BHC3300i 35 PPM ~ Duplex Sort 300 Paper Supply-Post Script-Airprint	AAJT011202394
13	SAU #68	Main Office	Konica Minolta BHC550i 55 CPM~ RADF Duplex LCT Paper Drawer 11 X 17 Internal Finisher 3-Hole Punch-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint-OCR Module	AA7P011703633

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 Authority		If Amended Return, check here <input type="checkbox"/>		
1 Issuer's name Lincoln-Woodstock Cooperative School District		2 Issuer's employer identification number (EIN) 02-0262841		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Kelly Fortier		3b Telephone number of other person shown on 3a 800-750-1538		
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)		
72 Linwood Drive		3		
6 City, town, or post office, state, and ZIP code Lincoln, NH 03251		7 Date of issue 08/01/2022		
8 Name of issue Lincoln-Woodstock Cooperative School District		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) Debbie O'Connor, Financial Manager		10b Telephone number of officer or other employee shown on 10a 603-745-2352		
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 ►	
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		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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
8/01/2027	\$ 63234.50	\$ 63234.50	5 years	3.49 %
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
	63234	50		
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)	
		63234	50	
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

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

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



Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Kelly Fortier

Preparer's signature

Kelly Fortier

Date

4/22/22

Check ☐ 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

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