

Request for Proposals

Installment Purchase Contract (Lease/Purchase) Financing for “Energy Performance Contract”

Fiscal Advisors & Marketing, Inc. at the request of:

Canajoharie Central School District
Montgomery and Schoharie Counties, New York
(the “School District”)

1. Requests for written or email bids for providing Installment Purchase Contract (Lease/Purchase) Financing are due no later than **Thursday, June 26, 2025 at 11:30 A.M. EST** at the office of:

Fiscal Advisors & Marketing, Inc.
250 South Clinton Street, Suite 502
Syracuse, NY 13202
Phone: (315) 752-0051 Ext. 325
Email: nmousaw@fiscaladvisors.com
Attn: Natalie Mousaw
2. The principal amount of the installment purchase contract will be **\$1,773,875**.
3. **The lease purchase financing will be used to finance the installation of a ground mounted solar photovoltaic system at the School District’s Bus Garage as defined in “Scope of Work” attached as “EXHIBIT – A” to this Request for Proposals. The energy service company is Johnson Controls.**
4. The interest rate quoted will be fixed as of the time of the bid and will remain constant throughout the lease term and will include any and all fees or expenses associated with this financing. There shall be no provisions providing for modification of the quoted interest rate.
5. The financing entity will be provided with an opinion of Bond Counsel to the effect that the interest component of payments to be made by the School District pursuant to the financing contract (“interest”) is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the individual federal alternative minimum tax. The opinion set forth in the preceding sentence will be subject to the condition that the School District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the date of the financing contract in order that interest be, or continue to be, excluded from gross income for federal income tax purposes. The School District will covenant to comply with all such requirements. Failure to comply with all such requirements may cause the interest to be included in gross income for federal income tax purposes retroactive to the date of closing. Bond Counsel will not express an opinion regarding other federal tax consequences arising with respect to the lease and the related documents. **The installment purchase contract will be designated by the School District as a “qualified tax-exempt obligation” pursuant to the provisions of Section 265 of the Code.**
6. **All bids shall remain in effect for 30 days from the day quotes are due. It is anticipated that funds will need to be available on or about July 30, 2025. All quotes should be based upon this estimated timeline.**
7. Each bid should be accompanied by a repayment schedule listing principal, interest and total annual payments. Total annual payments are expected to provide for substantially level or declining annual debt service. **In addition, each bidder is required to submit their standard sample form of lease purchase agreement and proposed escrow bank sample form of escrow agreement. No award is final until formally approved by the Board of Education at its meeting currently scheduled for July 10, 2025.** Upon verbal or written notification of successful bid award, (which shall be conditional upon successful negotiation of all transactional documents and opinions), the successful bidder shall be required to deliver the proposed forms of the leasing documents to Fiscal Advisors & Marketing, Inc.
8. The School District requires the ability to prepay, at its option, the proposed lease purchase agreement (the “Agreement”) in full or in part on any date without payment penalty, upon 10 days written notice to the Lessor. Respondents to this Request for Proposals shall clearly define their methodology used for such prepayment of principal prior to maturity if any prepayment penalty is proposed. Determination of award will be based in part on the prepayment penalty, if any, which is most favorable to the School District.
9. S&P Global Ratings has assigned its underlying rating of “A+” with a stable outlook to the School District’s outstanding bonds.

10. The School District's Continuing Disclosure and Material Event filings related to SEC Rule 15c2-12 can be found on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.
 - a. A copy of the School District's most recent Continuing Disclosure Statement for fiscal year ending June 30, 2024 can be found here:
<https://emma.msrb.org/P21864370-P21426683-P21870756.pdf>
 - b. A copy of the School District's fiscal year ending June 30, 2024 audited financial statements can be found here:
<https://emma.msrb.org/P21864368-P21426681-P21870754.pdf>
11. Among other factors, the low bid/quote will be determined by the lowest amount indicated for a total of payments with the requirement that the quote will meet all other conditions listed herein that are not affirmatively waived by the School District.
12. Prior to complete delivery of equipment, it will be necessary to make partial payment to vendor(s). In this case, unexpended funds shall be held in an interest bearing escrow fund account established by the winning bidder (the "Lessor") in the name of School District. Interest earnings will begin to accrue to the School District on the date of the deposit to the escrow fund. All interest earnings shall be applied to reduce the last scheduled payment(s) at the end of the financing term. Any unexpended funds after payment to all vendors shall be recalculated to reduce remaining payment amounts equally unless otherwise authorized by the School District. The escrow agent must be a bank or trust company located in and authorized to do such business in New York State. The bank must have an office in New York State which is stated in the proposed Escrow Contract. Investments shall be made solely at the direction of the School District and shall be made in accordance with the requirements of General Municipal Law Sections 10 and 11 and the School District's formal investment policy. The School District is not authorized to invest in mutual funds or similar liquid investment vehicles. All monies held in the escrow fund are monies of the School District and shall not be subject to levy, attachment or lien of the escrow agent. All charges of the escrow agent shall be paid by the Lessor.
13. The installment purchase contract financing will be in the amount of **\$1,773,875**.

Financing term for the lease will be 15 years.

The building aid ratio for the project is estimated at 93.7%.

Interest will be due and payable on July 15, 2026 and semi-annually thereafter on June 15 and December 15 commencing June 15, 2027.

Principal will be due and payable on July 15, 2026 and annually thereafter on June 15, 2027-2041 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$ 38,875	2034	\$ 115,000
2027	35,000	2035	125,000
2028	90,000	2036	130,000
2029	95,000	2037	135,000
2030	100,000	2038	140,000
2031	100,000	2039	145,000
2032	105,000	2040	150,000
2033	110,000	2041	160,000

The School District reserves the right to modify the above principal payments post sale, in any amounts as deemed necessary to achieve substantially level annual payment and/or equal annual payments, or in the case of the first and last payments, to achieve substantially level local share after payment of building aid.

14. There shall be no additional fees or charges (including any Escrow Agent Fees) to the School District other than the annual debt service payments.
15. There shall be a \$1 (one dollar) buyout option in favor of the School District at lease expiration, in addition to optional buyout described in section #8 above.
16. All manufacturers' warranties shall be assigned by the Lessor to the School District.
17. The Agreement shall be subject to cancellation by the School District annually and shall include the following paragraph:

“Pursuant to the requirements of General Municipal Law section 109-b, the financing contract shall contain the appropriate executory clause which shall state that should financing contract payments not be appropriated by the School District the School District will not be obligated to pay the amounts due beyond the end of the last funded fiscal year. The financing contract shall be deemed executory only to the extent of monies appropriated and available therefor, and no liability on account thereof shall be incurred by the School District beyond the amount of such monies. The financing contract is not a general obligation of the School District. Neither the full faith and credit nor the taxing power of the School District are pledged to the payment of any amount due or to become due under the financing contract. In the case of a failure to appropriate, the sole security shall be the improvements that are the subject of the financing contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make available monies available for the purpose of the financing contract. In the event that no funds or insufficient funds are appropriated by the School District the financed improvements may be acquired and sold by or on behalf of the financing entity entitled to receive payments, provided that any excess proceeds from such a sale, after deduction for and payment of fees, expenses and any taxes levied on the sale, shall be paid to the School District as provided in section 109-b of the General Municipal Law.”
18. The sole security shall be the equipment, machinery or apparatus financed pursuant to the Agreement. In the event insufficient funds are appropriated to pay this obligation, such equipment, machinery and apparatus may be sold on behalf of the Lessor entitled to receive such payments, provided that any excess proceeds from such a sale shall be paid to the School District after deduction of obligations, taxes or other expenses of the Lessor.
19. Payments by the escrow agent shall be made only at the written direction of the School District and may likely require multiple payments. Payments may be required by either check or electronic wiring depending on equipment vendor requirements. All associated costs for these services must be included in the quote. See “EXHIBIT – A” attached.
20. The installment purchase contract financing will be for upgrade, replacement, purchase and installation of energy management equipment and management and control systems.
21. Proposals will be evaluated based on total cost, ability to perform, requirements of the bidder, experience in New York State, and any other terms or conditions stipulated in each proposal. A listing of proposed equipment and upgrades has been provided with this quote.
22. The School District reserves the right to reject any or all bids/quotes, to waive any or all informalities, to request new proposals, negotiate with the lowest bidder and to award based upon the overall best interests of the School District. The attached Quote Proposal Form must be completed and included with each quote. The proposed forms of the lease purchase agreement, escrow contract and related documents must be submitted with the bid. Closing is subject to successful negotiation and approval of all such documents by counsel to the School District. The School District reserves the right to rescind an award due to failure of successful negotiation of the parties to agree to the terms and conditions thereof.
23. All agreements and contractual conditions are required to conform with the laws of the State of New York, including, but not limited to, the General Municipal Law, the Local Finance Law, the Energy Law, the Education Law, and regulations of the State Education Department and the Office of the State Comptroller. The School District's legal counsel will review and approve all draft documents before the submission of proposed final documents for consideration and/or approval by the Board of Education.
24. The Lessor shall be responsible for all of the Lessor's legal, issuance and closing costs.
25. Annual Appropriation: The annual lease payments are subject to appropriation each year by the Board of Education of the School District.
26. The School District will not provide a legal description for each School District property in connection with this financing. The School District will provide the Section, Block and Lot number for each school building. In the event the Lessor requires this information for the purposes of making a fixture filing pursuant to the applicable provisions of the Uniform Commercial Code, the Lessor may obtain such information at its own effort and expense.

27. Purchase Price and Certificate: The Lessor must submit to the School District a certificate satisfactory to the School District's bond counsel, prior to the delivery of the Agreement, assuming the Lessor does not reoffer the Agreement to the general public, which states that the Lessor has purchased the Agreement for its own account and not with a view to distribution or resale and not in the capacity of a bond house, broker or other intermediary, and the price or prices at which such purchase was made, or which states the issue price, if reoffered, in such form and including such additional information as the School District and the School District's bond counsel shall reasonably require.
28. Hodgson Russ LLP, bond counsel to the School District, will be responsible for preparing IRS Form 8038-G, arranging for its execution, and making a timely submission thereof to the Internal Revenue Service. Such submission will occur on or about the filing deadline of November 15, 2025. The Lessor will be provided with the general form of the Form 8038-G for the transaction at closing.
29. By submitting a bid/quote, each bidder is agreeing to abide by all provisions of this Request for Proposals. No terms or conditions of the Lessor may be imposed on the School District that supersede or contradict the terms set forth in this Request for Proposals.
30. Summary of Estimated Dates:

RFP sent to providers:	June 20, 2025
Proposal and Response Form Due: 11:00 a.m.	June 26, 2025
Selected Lessor Tentatively Approved: *	June 26, 2025 *
Draft Lease Documents Delivered:	June 26, 2025
Credit Approval Completed:	July 7, 2025
Board of Education Meeting Date: Lease approved	July 10, 2025
Closing of Lease:	July 30, 2025

* Subject to Board of Education approval

The District reserves the right to modify these dates.

Dated: June 20, 2025

CANAJOHARIE CENTRAL SCHOOL DISTRICT

SCOPE OF WORK

Table 1.1

Canajoharie CSD Facility Information		
Facility	Address	Facility Area
Bus Garage	76 Carlisle Road, Canajoharie, NY 13317	22,125
Total Area (Sq. Ft)		22,125

SUMMARY OF MEASURES

Table 1.2 summarizes the Energy Conservation Measures (ECMs) included in the Energy Performance Contract for the Canajoharie Central School District facilities as listed in Table 1.1.

Table 1.2

Energy Conservation Measures (ECMs)

Bus Garage
ECM-1 Solar PV

ECM - 1 Solar PV

This scope of work shall provide the installation of ground mounted solar photovoltaic system (SPVS) at the Bus Garage. The system shall include the following:

Prepare Utility interconnection application and related documentation, and coordination to achieve SPVS Utility interconnection approval.

Install one (1) ground mounted 696.0 kWdc SPVS system in the open grass field in front of the Bus Garage along Carlisle Road:

- Four (4) CHINT CPS SCH100KTL-DO 100kWac power inverters or equivalent.
- One (1) CHINT CPS SCH100KTL-DO 99kWac power inverters or equivalent.
- 1200 Hanwha QCell Q.Peak DUO XL-G11.3/BFG 580w solar panel modules or equivalent.
- Ground mounted panel racking system, conduit/wire, disconnects, combiner panels, and breakers.
- Chain-link fencing system (7 ft in height) around perimeter of SPVS with both a single man and sliding access gate. Fencing vanity slats will be provided in 470' of the fencing system nearest to Carlisle Road. Vehicle sliding gate access will be via grass from existing Bus Garage paved roadway.
- Grass reseeding shall be provided where needed in area of Work upon Work completion.
- SPVS electrical connection to Utility Service. Service to be located adjacent to SPVS with Utility installing new Utility power pole, power transformer dedicated to the SPVS and all related Utility power wiring.
- Web-based monitoring system with site weather station. Five (5) years of monitoring is included.
- Electrical testing and inspections.
- Start-up and training (2, two (2) hour sessions) will be provided.

Quote Proposal Form:
Installment Purchase Contract (Lease/Purchase) Financing for
“Energy Performance Contract”
Canajoharie Central School District
Montgomery and Schoharie Counties, New York

Fiscal Advisors & Marketing, Inc.
250 South Clinton Street – Suite 502
Syracuse, New York 13202
Attn: Natalie Mousaw
Email: nmousaw@fiscaladvisors.com

The undersigned, is an authorized representative and commits said firm to enter into a Lease to provide the required financing to fund the cost of Equipment. It is understood that this Lease is subject to the approval of the District’s Board of Education. The submission of this Response Form indicates that we have read the District’s RFP and are fully informed as to the extent and character of this request and we can satisfactorily comply with all specifications of the RFP. It is further understood the lease shall be funded following the approval of the District’s Board of Education.

The proposal terms set forth below are good for 30 days from the date hereof.

Bidding Firm _____

Address: _____

Phone No. _____ Fax No. _____

E-mail address: _____

Contact Person/Title: _____

Annual Interest Rate: _____

Payment Amounts Years 1-15 _____

Total of Payments: _____

Prepayment Terms: _____

Signature: _____ Date: _____

*****NOTE: PLEASE ATTACH A REPAYMENT SCHEDULE WITH YOUR QUOTE*****