



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE MEMBERS



<p>Lindsey A. Atkinson At-Large Board Member; Term Expires 2023 (June) MSBA Delegate Buxton Residency latkinson @bonnyeagle.org 207-939-8556</p>	<p>Erika M. Creutz At-Large Board Member; Board Vice-Chair; Term Expires 2025 (June) Standish Residency ecreutz @bonnyeagle.org 727-804-3171</p>	<p>Donald G. Marean At-Large Board Member; Committee Vice-Chair Term Expires 2025 (June) Hollis Residency dmarean @bonnyeagle.org 207-727-5527</p>	<p>John M. Sargent At-Large Board Member; Committee Chair Term Expires 2023 (June) Standish Residency jsargent @bonnyeagle.org 207-776-9687</p>	<p>Christina M. Silvestri At-Large Board Member; Term Expires 2025 (June) Limington Residency csilvestri @bonnyeagle.org 207-749-3336</p>
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Finance & Facilities Meeting Packet
Wednesday, February 8, 2023

Finance & Facilities Meeting Agenda*

Finance & Facilities Meeting

Wednesday, February 8, 2023

4:00 pm – 6:00 pm Central Office
Conference Room

- ITEM 1 Call to Order
- ITEM 2 Public Comments
- ITEM 3 Approve Minutes of Previous Meeting

FINANCE ITEMS

- ITEM 4 REVIEW OF A/P & PAYROLL WARRANTS & FINANCIAL REPORTS
 - A. - D/A Accounts Payable / Payroll Warrant Summary
 - B. - D/ Top 25 Expenditures
 - C. - D/ Interim Financial Report
 - D. - D/ Financial Dashboards
 - E. - D/ Covid Funding Update
- ITEM 5. OTHER FINANCE DISCUSSION/ACTION ITEMS
 - A – D/ Request Gate funds to replace Backboards at BEHS/Eric Curtis
 - B. – D/ Other Discussion Items

FACILITIES ITEMS

- ITEM 6. FACILITIES DISCUSSION ITEMS
 - A - D/ Facilities Update – Adam Thibodeau
 - B - D/ Endorse purchase of new Ford 550 - (To replace current 550 which is beyond repair)

-
- ITEM 7. **5:00 - 6:00. pm**
 - Buxton Hollis Historical Society
 - Meeting with BHHS members to discuss/review proposed Lease and Future plan
-

- ITEM 8. OTHER FACILITIES DISCUSSION/ACTION ITEMS
 - A. – D/ Other Discussion Items

- ITEM 9. ADJOURNMENT

Respectfully submitted

William Brockman

Business Manager of Finance & Operations

Finance & Facilities Meeting Minutes

Item 3

Draft

Bonny Eagle School District

FINANCE-FACILITIES COMMITTEE MEETING MINUTES

Wednesday, January 11, 2023/4:00 p.m.

Central Office Conference Room
94 Main Street, Buxton, ME 04093

Present: Lindsay Atkinson
Erika Creutz @ 4:03 p.m.
Don Marean
John Sargent, Finance-Facilities Chair
Christina Silvestri

Other: Bill Brockman, Business Manager
Clay Gleason, Superintendent
Dawn Pooler, Finance Manager
Adam Thibodeau, Facilities Director

Excused: Riley McKinley, Student Representative

Meeting Packet link: [Finance-Facilities Meeting Packet 1/11/23](#)

1. Mr. Sargent called the meeting to order at 4:00 p.m.
2. **Public Comments**
No public comments.
3. **Approval of the previous Finance-Facilities Committee Meeting Minutes**

Moved by Ms. Silvestri seconded by Ms. Atkinson:

To approve the minutes of the December 14, 2022 Finance-Facilities Committee meeting as presented.

VOTED: "Yes – 4" Minutes are approved

"Abstain 1" – Mr. Marean was not present for the 12/14/22 meeting

Moved by Mr. Sargent seconded by Mr. Marean:

To approve the minutes of the December 15, 2022 Finance-Facilities Committee meeting as presented.

VOTED: "Yes" Unanimous

4. **Review of A/P and Payroll Warrants and Financial Reports:**
 - a. Review of the A/P and Payroll Warrants
December warrants [Warrant Summary December 2022](#)
 - b. The Top 25 Expenditures were reviewed
December 2022 Top 25 Expenditures: [Top 25 Expenditures December 2022](#)

Finance & Facilities Meeting Minutes

Item 3

Draft

- c. Financial Report:
Mr. Brockman and Ms. Pooler reviewed the Financial Reports for December 2022: [Financial Report December 2022](#)
- d. Mr. Brockman shared with the committee the Dashboard for the month of December 2022. These can be found within the meeting packet on pages 12 through 16. [Finance-Facilities meeting packet 1/11/23](#)
- e. COVID Funding Update: [Covid Funding Update December 2022](#) Ms. Pooler reviewed the funding update.

5. Other Finance Discussion Items

- a. Review/Approve additional Budget Advisory Committee Member

The committee reviewed the recently submitted application which falls within the Employee category.

Moved by Ms. Creutz, seconded by Ms. Silvestri

To add Transportation Employee, Maryjo Hannah, to be a voting member of the 2022-2023 Budget Advisory Committee.

All in favor, motion carries.

6. Facilities Update

- a. [Facilities Update/Photos](#) - Mr. Thibodeau reviewed the items within the Facilities update: [Facilities Update December 2022](#)

Additional notes:

- Mr. Thibodeau is wrapping up his meetings with Principals and Department heads to capture their project requests for their buildings. These will be submitted as supplemental requests during the budget development process.
- Mr. Thibodeau, Mr. Gleason and Mr. Brockman reviewed the options presented after the PFAS study was completed. They were in agreement to move forward with Option 3 which involves FLUORO-SOR 200. The project cost for all identified locations totals \$1,273,041. Mr. Thibodeau has submitted this information to the State. The district is expecting that the State will reimburse the district the funds for this project. Completion date is anticipated for the start of the next school year.

Moved by Mr. Marean, seconded by Ms. Atkinson

To authorize Mr. Thibodeau to move forward with implementing PFAS treatment systems in the schools identified which are Bonny Eagle High School, Bonny Eagle Middle School, Hollis Elementary and Frank Jewett.

All in favor, motion carries.

7. Other Facilities Discussion/Action Items

- a. [Buxton Hollis Historical Society](#)

Representatives from the historical society were unable to attend today's meeting. They will be rescheduled for the Finance-Facilities meeting in February. The historical society is requesting that the district expand the current lease to 20 years. They have provided their suggested lease revisions to the Business Office and can be viewed within the packet on page 21.

Finance & Facilities Meeting Minutes

Item 3

Draft

The Finance-Facilities committee has agreed to have Drummond Woodsum review the revisions submitted by the historical society and draft a proposed lease on behalf of the district.

Questions/Discussion:

- There is concern regarding engaging in another lease as the current lease is only \$12.00 a year, is this fair market? Who provides building insurance? The building is covered under the district's umbrella policy and is tied to the Central Office Building as they sit on the same lot. The Historical Society also carries a policy. There are no additional expenses the district pays on the building as the historical society maintains it. It would be more costly to attempt to separate the old Administrative building as it sits on a non-conforming lot and is tied into shared septic. After further discussion, the committee felt it to be prudent to have Drummond draft a proposed lease for future review and consideration. They would also like to hear Harriman's recommendations on future facilities planning for the district as that may lead to other options to be considered.

8. **Adjournment:**
Moved by Ms. Creutz, seconded by Ms. Silvestri
To adjourn the meeting at 5:21 p.m.

All in favor, meeting is adjourned



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE

Finance Items

ITEM 4 REVIEW OF A/P & PAYROLL WARRANTS & FINANCIAL REPORTS

- A. - D/A Accounts Payable / Payroll Warrant Summary
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- D. - D/ Financial Dashboards
- E. - D/ Covid Funding Update

ITEM 5. OTHER FINANCE DISCUSSION/ACTION ITEMS

- A – D/ Request Gate funds to replace Backboards at BEHS/Eric Curtis
- B. – D/ Other Discussion Items

Finance & Facilities Meeting Packet

Wednesday February 8, 2023

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

Serving the Towns of Buxton, Hollis, Limington, Standish and Frye Island
94 Main Street, Buxton, E 04093 Phone 207-929-3831 | Fax 866-646-9748

Finance & Facilities Meeting Warrant/Payroll Summary

Item 4-A

MAINE SCHOOL ADMINISTRATIVE DISTRICT 6
FINANCE & FACILITIES
WARRANT SUMMARIES
January-23

WARRANT			
#	TYPE	DATE	AMOUNT
23.14	AP	01/06/23	\$ 379,508.13
23.14	PR	01/13/23	Gross Payroll \$ 1,554,431.02
	PR		Insurance
			MainePERS \$ 372,883.91
SUBTOTAL			\$ 2,306,823.06

23.15	AP	01/20/23	\$ 580,812.62
23.15	PR	01/27/23	Gross Payroll \$ 1,834,047.10
	PR		Insurance \$ 841,088.77
			MainePERS
SUBTOTAL			\$ 3,255,948.49

GRAND TOTAL			\$ 5,562,771.55
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Finance & Facilities Meeting Top 25 Expenditures

Item 4-B

Top 25 Expenditures January 2023

Accounts Payable
Warrants 23-14 & 23-15
Total: \$960,320.75

Check #	Vendor	Description	Amount
152224	PATCO CONSTRUCTION, INC.	STORAGE BUILDING PROJECT ESSER 3	\$168,750.00
152223	OTELCO, INC.	PHONE REPLACEMENT DISTRICT WIDE - ESSER 3	\$106,683.00
152109	PATCO CONSTRUCTION, INC.	PROPANE FUELING STATION	\$103,759.20
152129	SEVEE & MAHER ENGINEERS, INC.	PFAS TREATMENT SYSTEM DESIGN	\$65,684.19
152080	DENNIS K. BURKE	FUEL EXPENSE 23-14	\$47,823.63
152112	PITSTOP FUELS, INC.	PROPANE EXPENSE 23-14	\$39,958.47
152181	DENNIS K. BURKE	FUEL EXPENSE 23-15	\$34,031.68
152176	CENTRAL MAINE POWER	ELECTRICITY EXPENSE 23-15	\$30,162.27
152214	MST GOVERNMENT LEASING, LLC	COPIER LEASE FOR JULY- DECEMBER 2022	\$27,598.96
152255	SYSCO OF NORTHERN NEW ENG.	NUTRITION SUPPLIES DISTRICT WIDE 23-15	\$26,387.81
152229	PITSTOP FUELS, INC.	PROPANE EXPENSE 23-15	\$17,936.90
152134	SYSCO OF NORTHERN NEW ENG.	NUTRITION SUPPLIES DISTRICT WIDE 23-14	\$14,676.22
152170	BANA CORP	ELECTRICAL REPAIRS & LED UPGRADES 23-15	\$12,769.61
152196	IXL MATH, INC.	ONE YEAR SUBSCRIPTION	\$11,433.00
152085	EMERY AGGREGATES	SNOW REMOVAL CONTRACT PAYMENT	\$11,292.08
152158	MSMA UC FUND	MONTHLY UNEMPLOYMENT PAYMENT	\$11,104.57
152244	SCHOOL PSYCHOLOGY ASSOC.	SP-ED CONTRACTED SERVICES	\$9,197.50
152191	HILLYARD/NEW ENGLAND	CUSTODIAL SUPPLIES - DISTRICT WIDE	\$7,722.53
152111	PINE TREE SOCIETY FOR HANDICAP.	SP-ED CONTRACTED SERVICES	\$6,656.00
152227	PINE TREE SOCIETY FOR HANDICAP.	SP-ED CONTRACTED SERVICES	\$6,480.50
152194	HONEYWELL, INC.	HVAC SERVICES/REPAIRS	\$6,298.76
152074	C.W. FOSTER & SON ENTERPRISE	SNOW REMOVAL CONTRACT PAYMENT	\$6,088.50
152162	AMAZON CAPITAL SERVICES	SUPPLIES - DISTRICT WIDE	\$6,047.95
152220	OAKHURT DAIRY	NUTRITION SUPPLIES DISTRICT WIDE	\$5,479.37
152071	BANA CORP	ELECTRICAL REPAIRS & LED UPGRADES 23-14	\$5,253.84
	% OF ALL AP	79.50%	\$789,276.54

Finance & Facilities Meeting Interim Financial Report

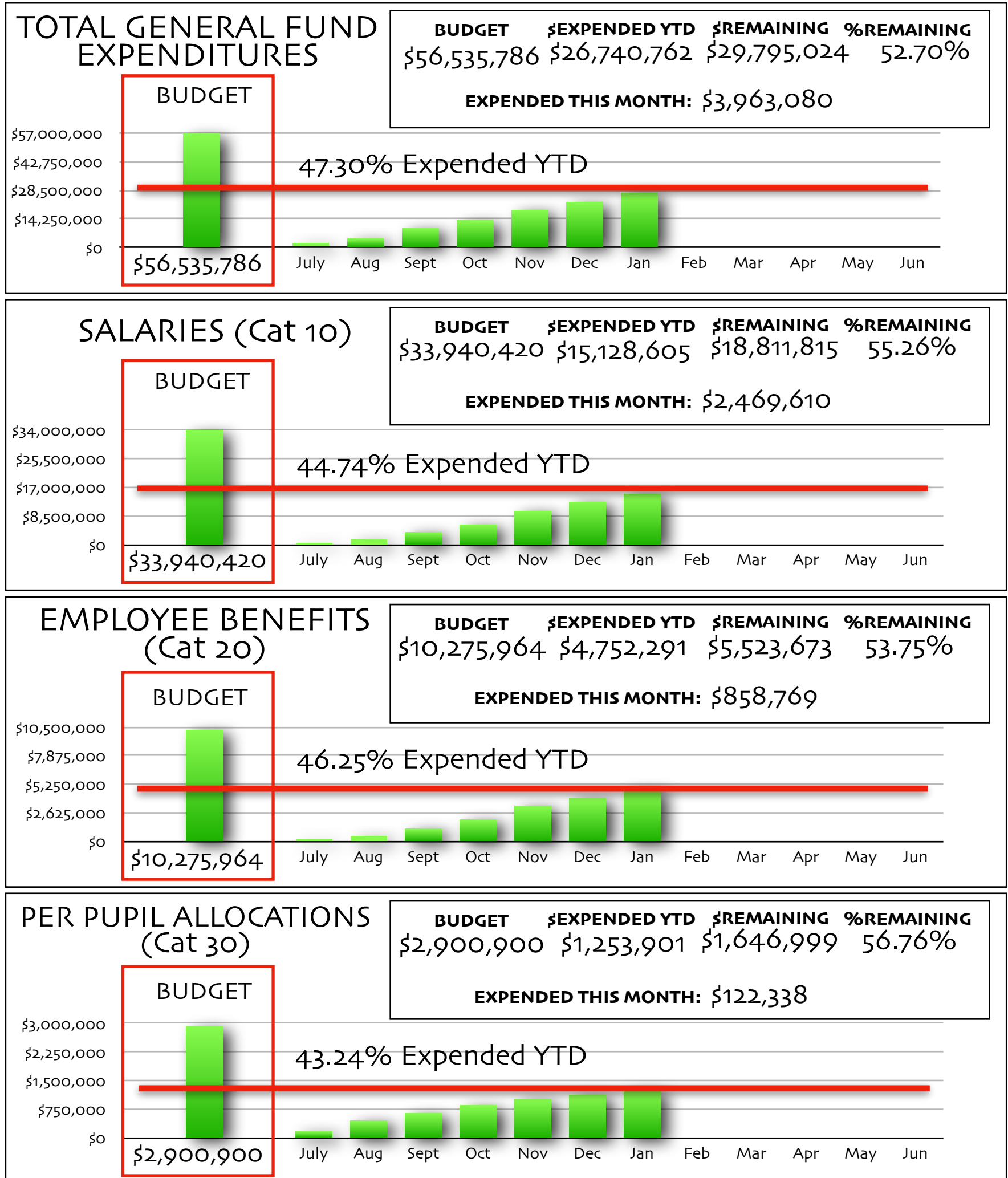
Item 4-C

Revenues, Expenditures, and Changes in Fund Balance							
2022-2023 GENERAL FUND BUDGET	General Fund Summary: Prepared for the November 9th finance committee meeting	ADOPTED / ADJUSTED BUDGET 2022-23	ACTUALS YTD 2022-23 1/31/2023	% BAL LEFT YTD	PROJECTED YEAR END TOTALS 2022-23	PROJECTED YEAR END BALANCES REMAINING	ACTUALS YTD 2021-22 1/31/2022
	STATE SUBSIDY (GPA)	\$21,947,907	\$13,343,241	39.20%	\$21,947,907	\$0	\$14,186,695
	BALANCE FORWARD	\$2,350,000	\$2,350,000	0.00%	\$2,350,000	\$0	\$1,375,000
	SPECIAL ED REVENUES	\$200,000	\$132,351	33.82%	\$190,000	(\$10,000)	\$46,848
	MISCELLANEOUS REVENUES	\$40,000	\$230,902	-477.25%	\$50,000	\$10,000	\$149,098
	BUILDING USE RECEIPTS	\$0	\$0	#DIV/0!	\$0	\$0	\$0
	LOCAL TAX ASSESSMENT	\$31,997,879	\$18,665,430	41.67%	\$31,997,879	\$0	\$16,897,373
	REVENUES OVER (UNDER) ESTIMATES	\$56,535,786	\$34,721,923	38.58%	\$56,535,786 A	\$0	\$32,655,014
	Article 1 - REGULAR INSTRUCTION	\$21,989,114	\$8,854,220	59.73%	\$21,590,451	\$398,663	\$8,481,434
	Article 2 - SPECIAL EDUCATION	\$9,712,670	\$4,211,467	56.64%	\$9,536,579	\$176,091	\$3,915,698
	Article 3 - CAREER & TECH ED	\$10,000	\$0	100.00%	\$0	\$10,000	\$0
	Article 4 - OTHER INSTRUCTION	\$1,002,459	\$476,203	52.50%	\$984,285	\$18,175	\$285,028
	Article 5 - STUDENT & STAFF SUPPORT	\$5,570,928	\$2,576,539	53.75%	\$5,469,927	\$101,001	\$2,553,231
	Article 6 - SYSTEM ADMINISTRATION	\$1,588,558	\$873,297	45.03%	\$1,559,757	\$28,801	\$711,559
	Article 7 - SCHOOL ADMINISTRATION	\$2,815,945	\$1,345,821	52.21%	\$2,764,892	\$51,053	\$1,338,223
	Article 8 - TRANSPORTATION & BUSES	\$3,866,082	\$2,077,410	46.27%	\$3,795,990	\$70,092	\$1,810,377
	Article 9 - FACILITIES MAINTENANCE	\$8,159,441	\$4,691,404	42.50%	\$7,833,064	\$326,378	\$3,655,960
	Article 10 - DEBT & OTHER COMMITMENTS	\$1,803,690	\$1,633,655	9.43%	\$1,803,690	\$0	\$1,614,093
	Article 11 - ALL OTHER EXPENSES	\$16,900	\$747	95.58%	\$16,900	\$0	\$2,350
	EXPENDITURES (OVER) UNDER BUDGET	\$56,535,786	\$26,740,762	52.70%	\$55,355,534 B	\$1,180,252	\$24,367,954
REVENUES OVER / (UNDER) EXPENSES	\$0	\$7,981,160		A + B = C C	\$1,180,252	\$8,287,060	
As a % of Approved Budget		47.30%			2.09%	46.65%	
PROJECTED CHANGE IN FUND BALANCE (FY23 YEAR END)							
CHANGE IN FUND BALANCE	FUND BALANCE BEGINNING OF YEAR					\$9,395,381	
	As a % of ENACTED Budget					16.62%	
	LESS: FUND BAL Carried Forward FY22					(\$2,350,000)	
	REVENUES OVER / (UNDER) EXPENSES					\$1,180,252	
	LESS:						
	>Article 9 BALANCE to Capital Reserve					(\$326,378)	
	>Article 5 BALANCE to Capital Technology Reserve					(\$80,000)	
	> PROJECTED AUDIT ADJUSTMENTS					(\$225,000)	
	FUND BALANCE END OF YEAR 22-23					\$7,594,255	
	As a % of 22-23 Budget					13.43%	
	NET CHANGE IN FUND BALANCE					(\$1,801,125)	
	PROJECTED CARRY FORWARD 23-24					\$3,350,000	
	FUND BALANCE AVAILABLE FOR FY25					\$4,244,255	
	ADOPTED / ADJUSTED BUDGET 2022-23	ACTUALS YTD 2022-23 1/31/2023	% BAL LEFT YTD	PROJECTED YEAR END TOTALS 2022-23	PROJECTED YEAR END BALANCES REMAINING	ACTUALS YTD 2021-22 1/31/2022	
FOOD SERVICE							
REVENUES	\$1,935,150	\$1,194,637	38.27%	\$1,838,393	(\$96,758)	\$911,607	
EXPENDITURES	\$1,935,150	\$1,178,568	39.10%	\$1,896,447	\$38,703	\$986,739	
BALANCE	\$0	\$16,069		(\$58,055)	(\$135,461)	(\$75,133)	

Finance & Facilities Meeting - Financial Dashboards

Item 4-D

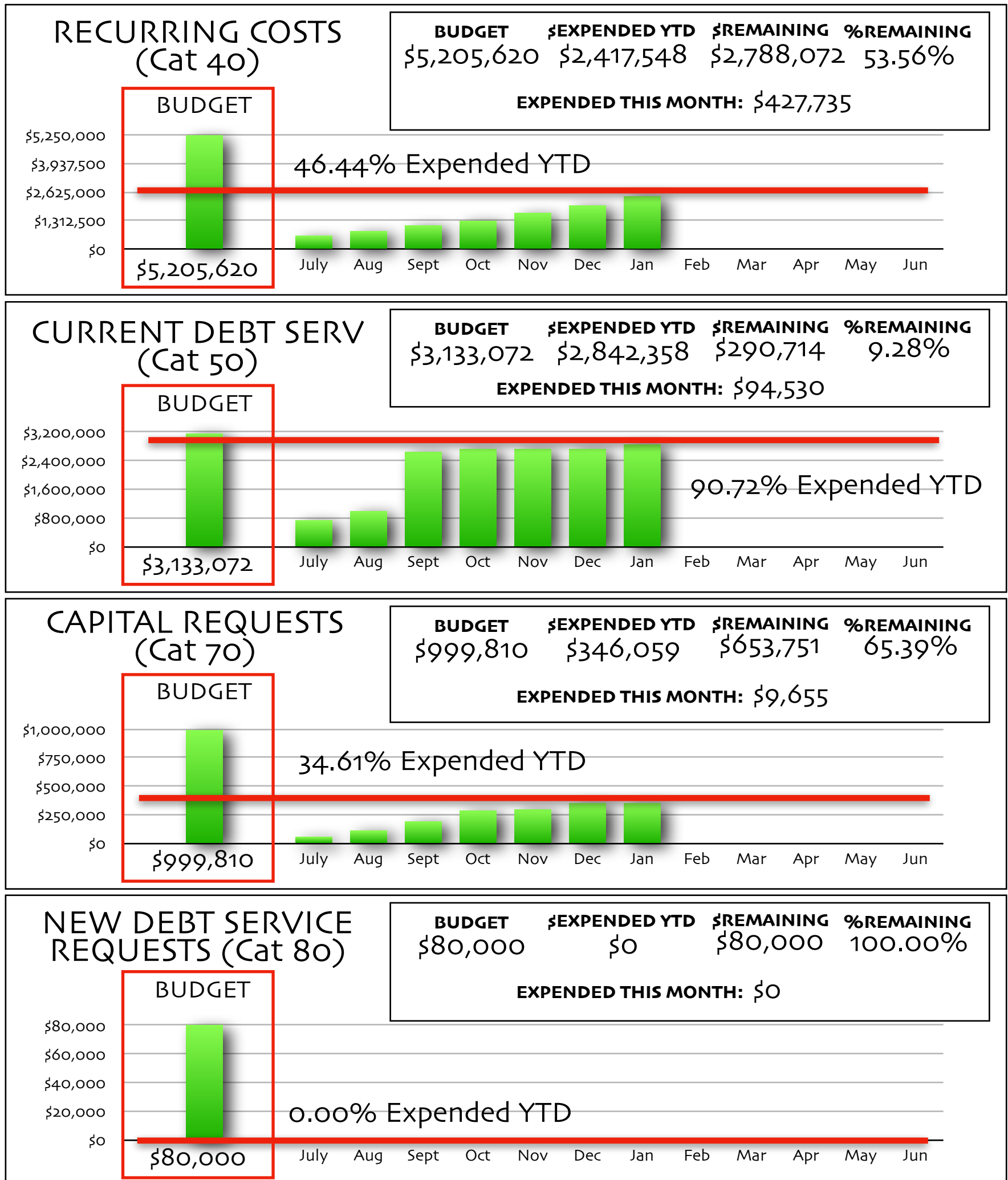
EXPENDITURES - JANUARY



Finance & Facilities Meeting - Financial Dashboards

Item 4-D

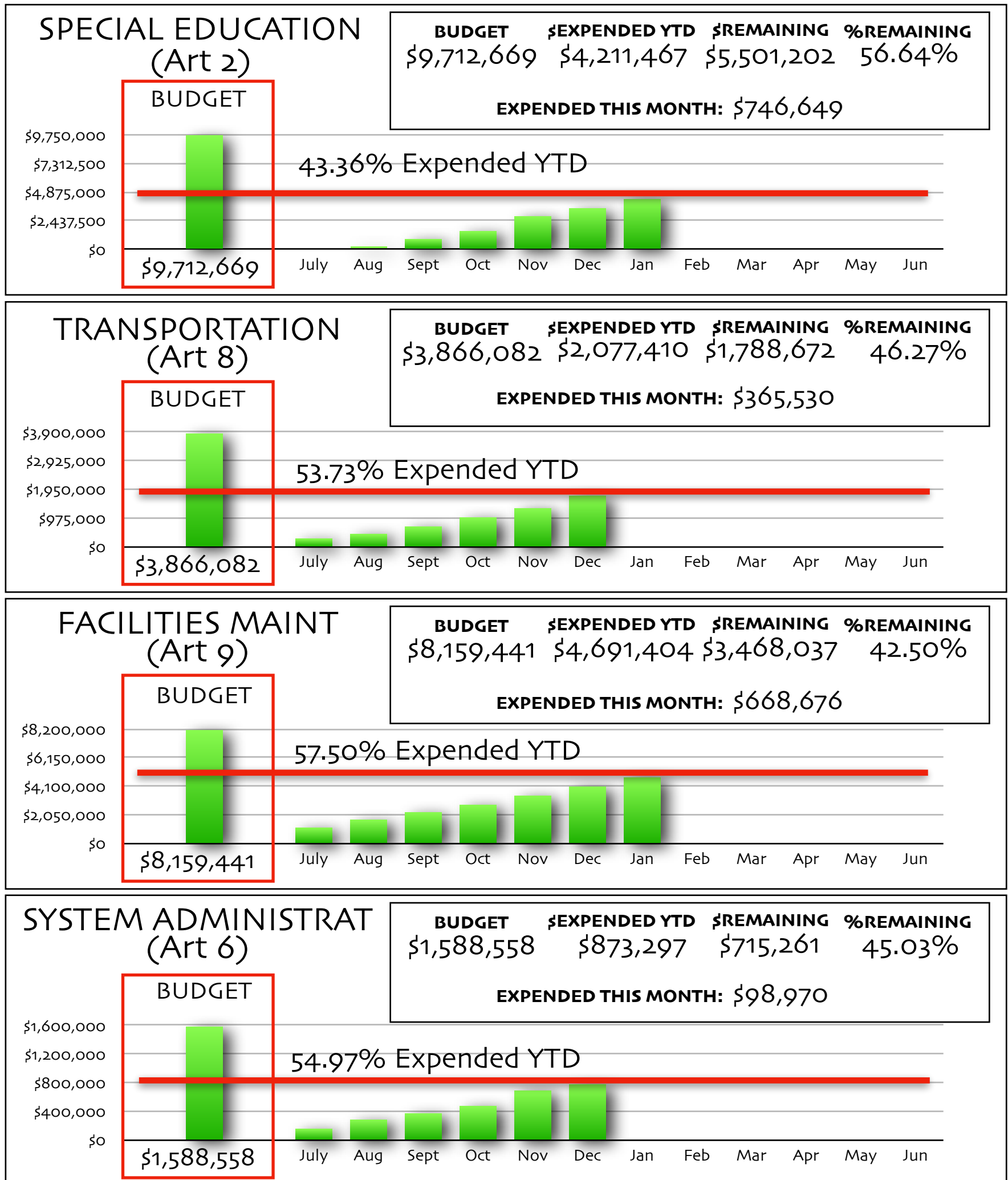
EXPENDITURES - JANUARY



Finance & Facilities Meeting - Financial Dashboards

Item 4-D

EXPENDITURES - JANUARY



Finance & Facilities Meeting - Financial Dashboards

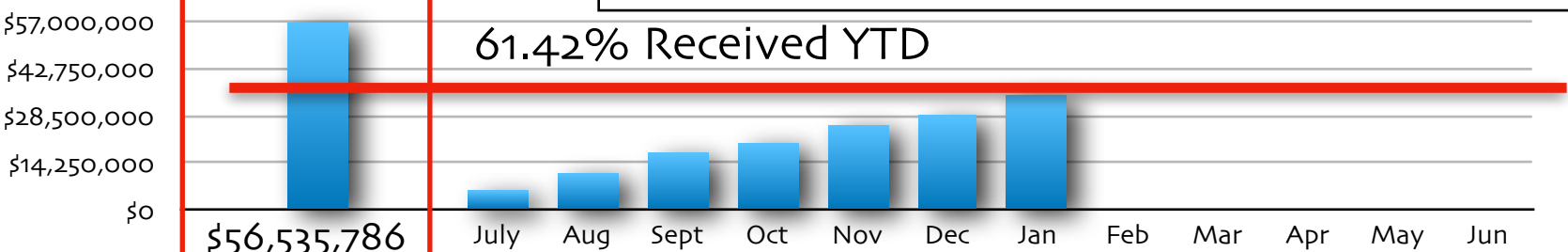
Item 4-D

REVENUES - JANUARY

TOTAL GENERAL FUND REVENUES

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$56,535,786	\$34,721,923	\$21,813,863	38.58%

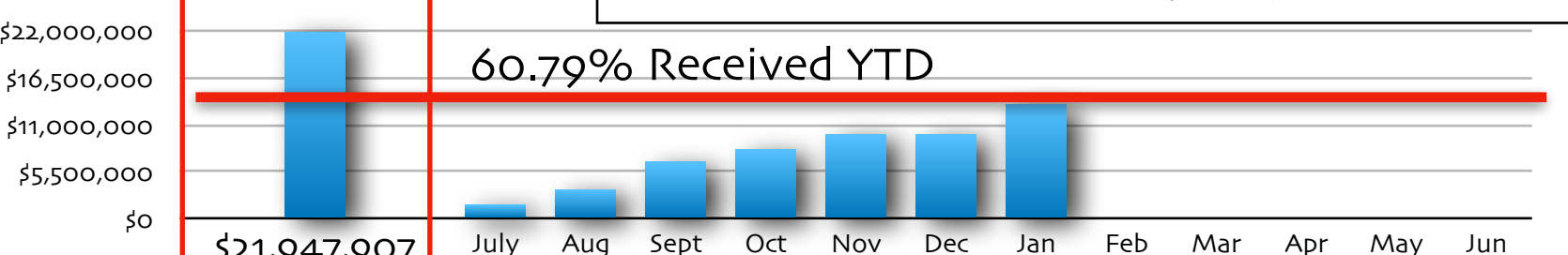
RECEIVED THIS MONTH: \$6,102,934



STATE SUBSIDY (GPA)

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$21,947,907	\$13,343,241	\$8,604,666	39.21%

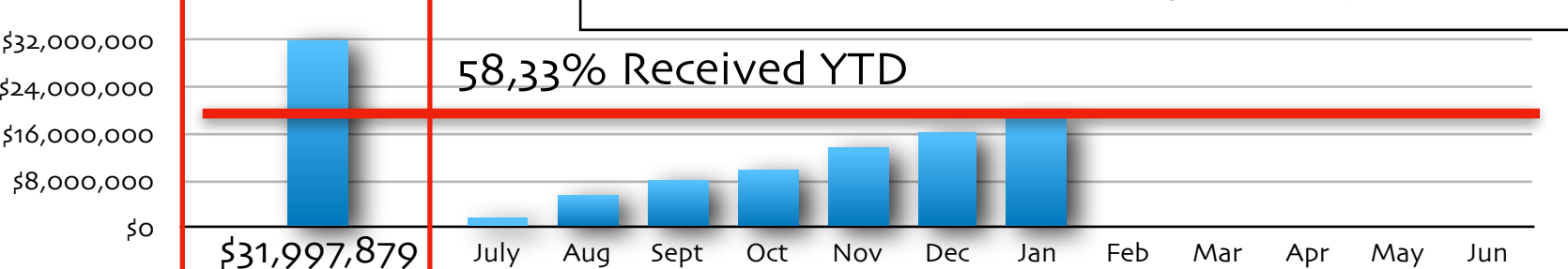
RECEIVED THIS MONTH: \$3,369,040



LOCAL ASSESSMENTS

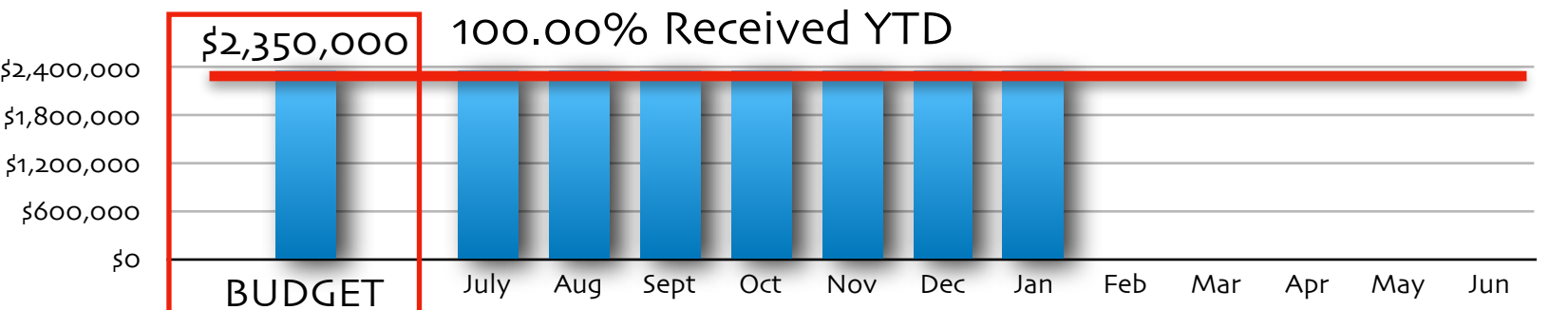
BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$31,997,879	\$18,665,430	\$13,332,449	41.67%

RECEIVED THIS MONTH: \$2,666,490



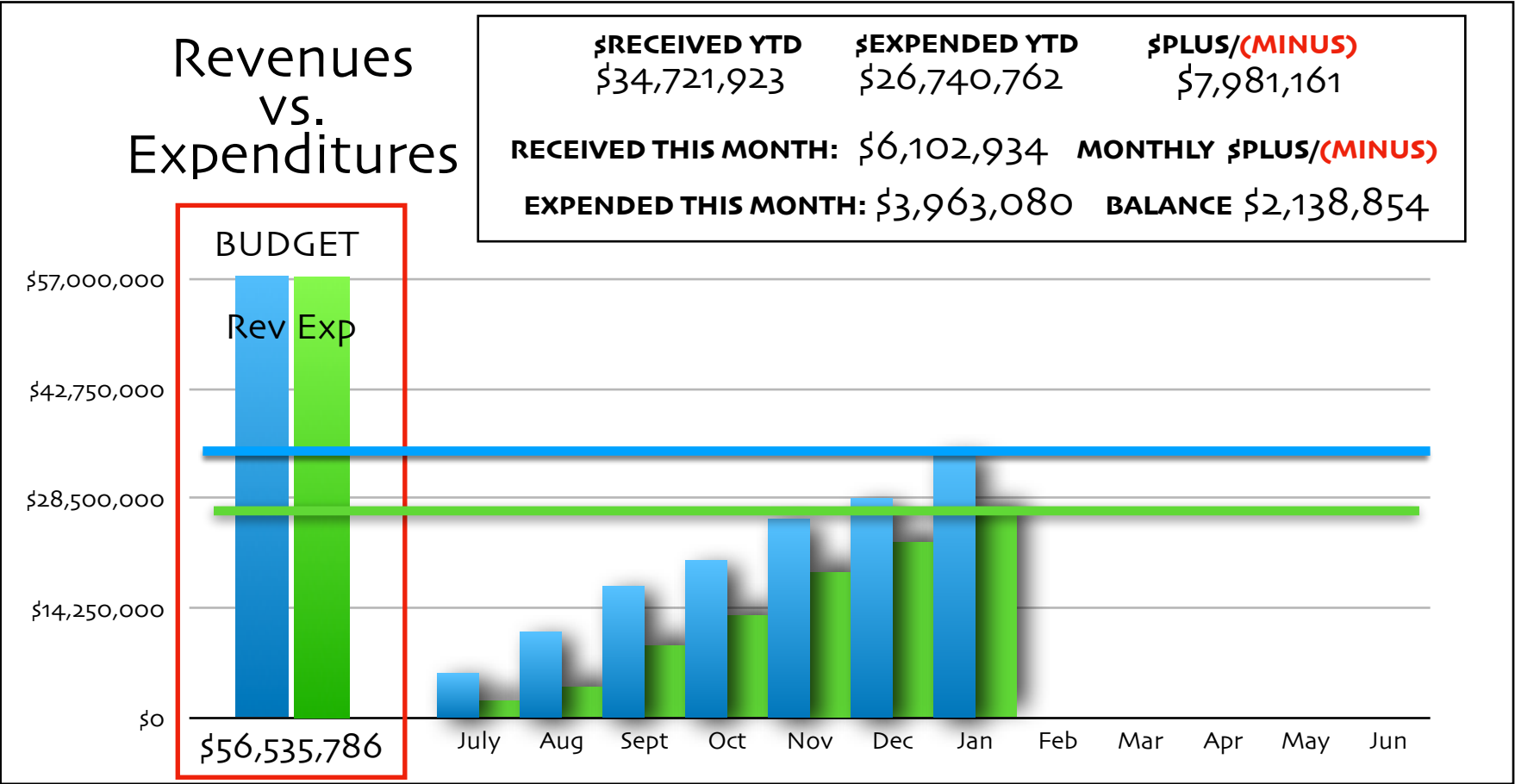
BALANCE FORWARD

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$2,350,000	\$2,350,000	\$0.00	0.00%

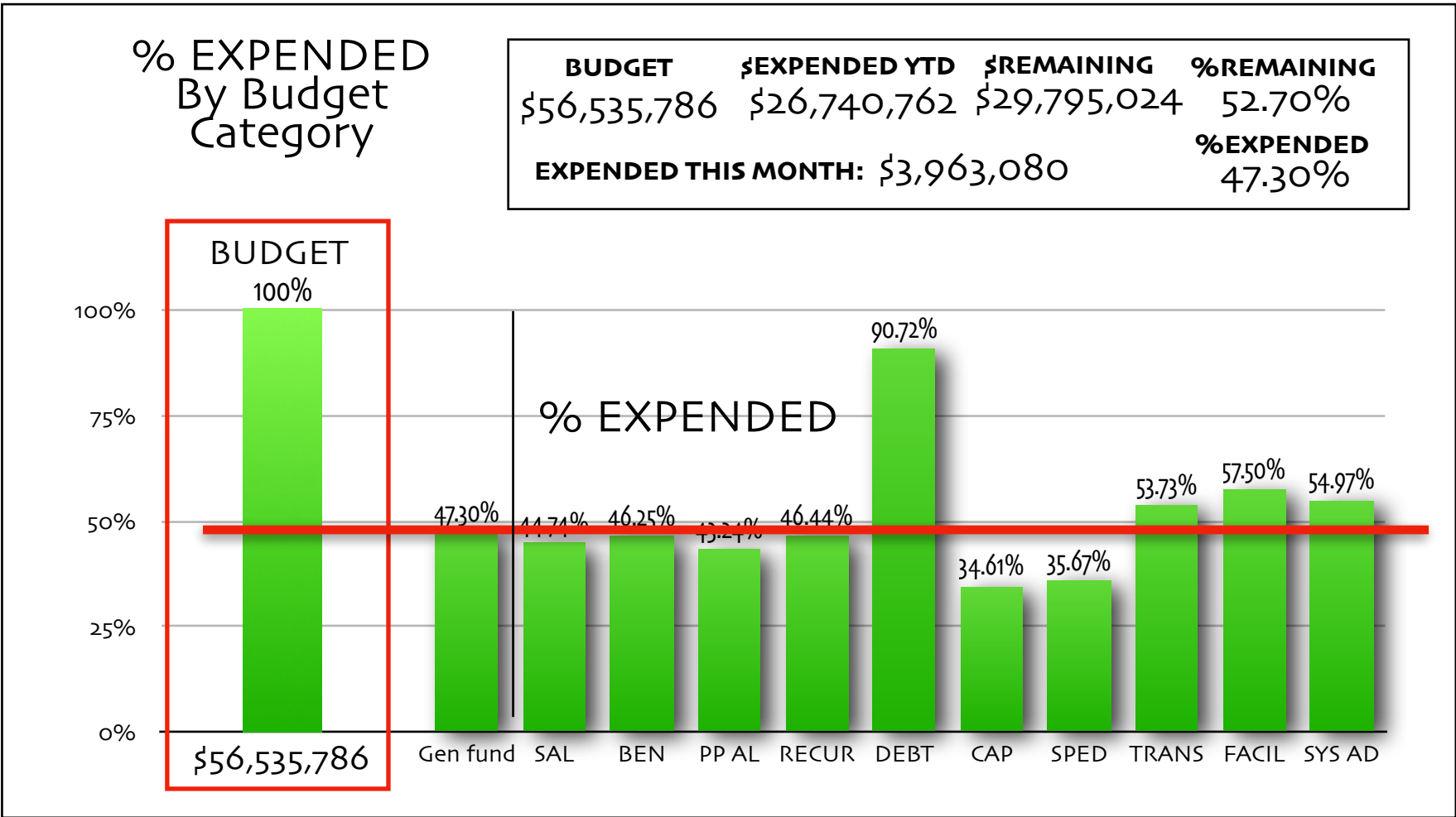


Finance & Facilities Meeting - Financial Dashboards

Item 4-D REVENUES VS. EXPENDITURES - JANUARY



Item 4-D EXPENDITURES - JANUARY YTD



Finance & Facilities Meeting Covid-19 Financial Report

Item 4-E

COVID Funding							
Expires	Name	Fund	Award	Revenue	Expense	Left to Spend	Due to MSAD 6
9/30/2022	LE School Age (ARP)	2480	215,246	112,240	171,755	43,492	59,514
9/30/2022	LE Preschool (ARP)	2515	25,067	11,879	24,979	89	13,100
9/30/2022	ESSER1 (CARES)	2605	447,096	445,589	445,589	1,507	0
9/30/2023	ESSER2 (CRRSA)	2614	1,851,263	1,571,065	1,733,542	117,721	162,477
9/30/2024	ESSER3 (ARP)	2615	4,158,948	1,468,449	3,211,207	947,741	1,742,757
9/30/2023	RREV	2616	100,000	0	8,886	91,114	8,886
9/1/2024	LMS Sub-Grant	2617	73,018	31,296	31,296	41,722	0
9/30/2024	Homeless Children (ARP)	2618	24,668	0	9,928	14,740	9,928
			6,895,307	3,640,519	5,637,181	1,258,125	1,996,663
				52.80%	81.75%		

Finance & Facilities Meeting Request for Gate Funds

MSAD 6 GATE

Account Number / Description	Revised Budget 7/1/2022 - 6/30/2023	Reporting Period 7/1/2022 - 1/31/2023	Encumbrances 7/1/2022 - 1/31/2023	Amt Remaining 7/1/2022 - 1/31/2023	Percent Remaining 7/1/2022 - 1/31/2023	Last Year Period 7/1/2021 - 1/31/2022
2020-00-0000-2230-51500-990-00-00 GATE - STIPENDS	0.00	0.00	0.00	0.00	---	0.00
2020-00-0000-2690-54394-990-00-00 GATE - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	---	0.00
2020-00-9600-1000-55000-990-00-00 GATE - CONTRACTED SERVICE	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00
2020-00-9600-1000-56100-990-00-00 GATE - GENERAL SUPPLIES	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00
2020-00-9600-1000-57300-990-00-00 GATE - EQUIPMENT	24,193.00	0.00	0.00	24,193.00	100.00 %	4,770.00
2020-00-9600-1000-58900-990-00-00 GATE - FIELD MAINTENANCE	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00
GRAND TOTAL	\$84,193.00	\$0.00	\$0.00	\$84,193.00	100.00 %	\$4,770.00

Funds available

Wight's Sporting Goods
14 Commerce Court
Hampden, ME 04444
207-945-4455
800-205-8326
207-990-5822 (Fax)

SPORTING GOODS
WWW.WIGHTSPORTINGGOODS.COM

Store Hours
Monday - Friday
8:30 - 5:30

Quote

Quote Date: 01/11/2023 Wight's Sporting Goods Quote Number: 803067
14 Commerce Court
Hampden, ME 04444

<p>Customer: BONNY EAGLE HIGH SCHOOL MSAD #6 94 MAIN ST BUXTON, ME 04903</p>	<p>Ship To: BONNY EAGLE HIGH SCHOOL MSAD #6 94 MAIN ST BUXTON, ME 04903</p>
<p>P.O. Number:</p>	<p>Salesperson: JAT Entered By:</p>

BASKETBALL HOOPS - ADAM THIBODEAU 1-710-8630

Item	Description	Qty	Unit	Price	Amount
JAYCUSTOM	SIDE-FOLD WALL MOUNTED UNITS PACKAGE CONSISTS OF: S68CB SIDE FOLD EXTENSION MBBP-6FG FOREST GREEN PADDING GBRUB -42 42" X 72" GLASS BACKBOARD GBA-642 PRO BREAKAWAY GOAL	2.00	EA	5846.0000	11692.00
JAYCUSTOM	REPLACEMENT BACKBOARDS & BOARD MOUNTS PACKAGE CONSISTS OF: WFBB-MNT 42" CUSTOM BOARD MOUNT GBRUB-42 42" X 72" GLASS BACKBOARD MBBP-6FG FOREST GREEN PADDING GBA-642 PRO BREAKAWAY GOAL	2.00	EA	2640.0000	5280.00
LABOR	LABOR CONSISTS OF: DEMO EXISTING 2 WALL UNITS AND INSTALL 2 NEW UNITS LISTED ABOVE. DEMO EXISTING BACKBOARDS, RIMS AND	1.00	EA	18575.0000	18575.00
Sub Total					35547.00
Freight					0.00
Sales Tax					0.00
Total					35547.00

Quote

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

Serving the Towns of Buxton, Hollis, Limington, Standish and Frye Island
94 Main Street, Buxton, E 04093 Phone 207-929-3831 | Fax 866-646-9748



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE

Facilities Items

ITEM 6. FACILITIES DISCUSSION ITEMS

- A - D/ Facilities Update – Adam Thibodeau
- B - D/ Endorse purchase of new Ford 550 - (To replace current 550 which is beyond repair)

ITEM 7. **5:00 - 6:00. pm**

Buxton Hollis Historical Society
Meeting with BHHS members to discuss/review proposed
Lease and Future plan

ITEM 8. OTHER FACILITIES DISCUSSION/ACTION ITEMS

- A. – D/ Other Discussion Items

Finance & Facilities Meeting Packet

Wednesday February 8, 2023

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Finance & Facilities Meeting - Facilities Update

Item 6-A



Facilities Update - 2/8/23 Meeting

- Jack Memorial - Replaced HX in roof top unit - Adult Ed wing.
- GEJ - Replaced control program for building automation system.
- EL - Replaced glass on exterior door - Student damage
- Warehouse Project - Installed steel structure and metal skin.
- BAC - Meetings with building Admins. Prepare FM supplemental budget request.
- PFAS - SME is proceeding with the design of the systems
- BEHS - Scheduled RTU replacement over athletics/nurse area
- EL - Accepted \$2,000 grant for a single bottle filling station. Install near the main office.
- BEHS - Reviewed/scheduled install for blinds n classroom door windows
- GEJ - Demo and cleanup from pipe break. Patching of drywall ongoing. Painting to take place during Feb break.

MSAD #6 Warehouse



Stormwater Detention



Warehouse Skeleton

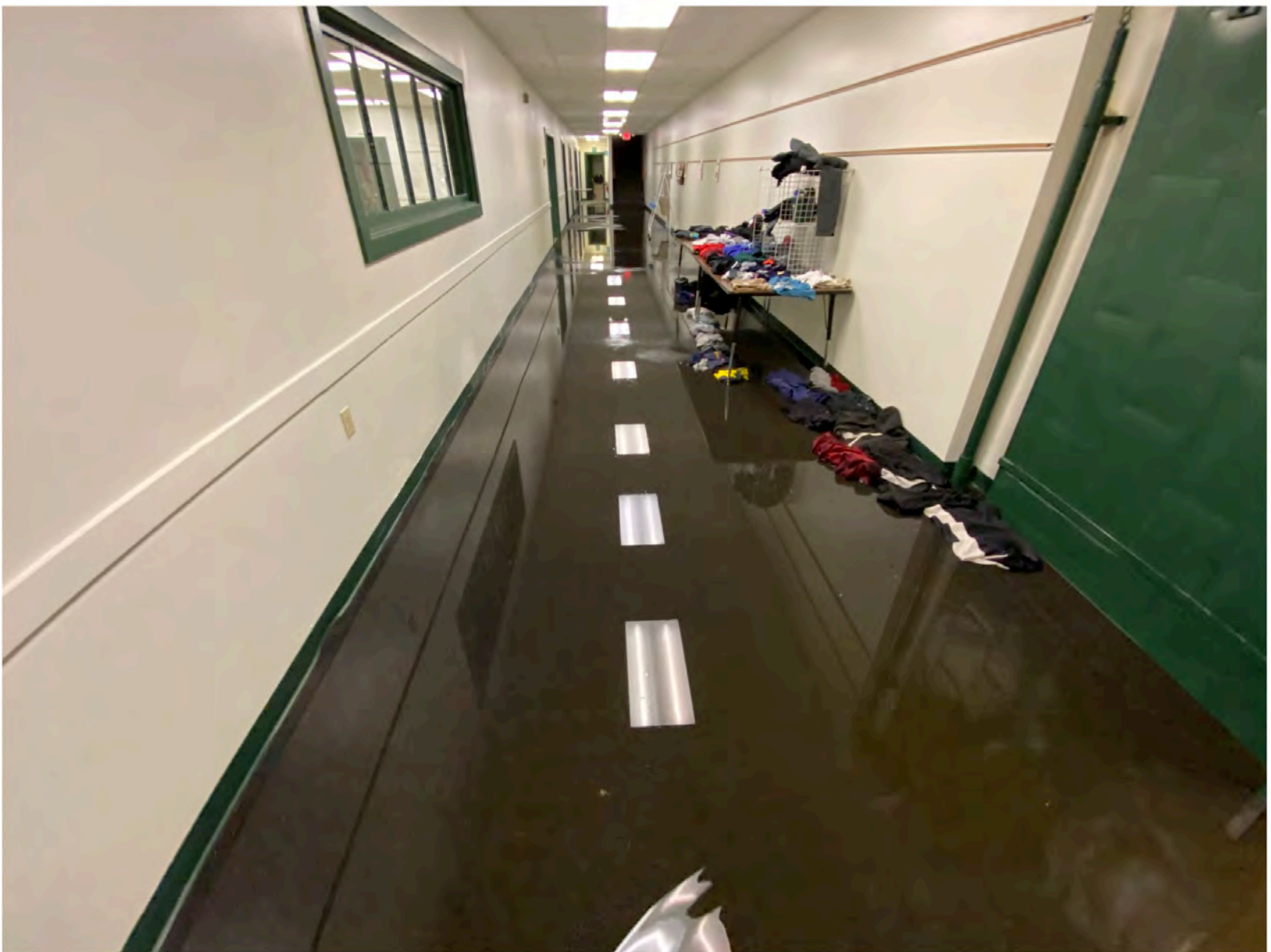


New MSAD #6 Warehouse

Finance & Facilities Meeting - Facilities Update

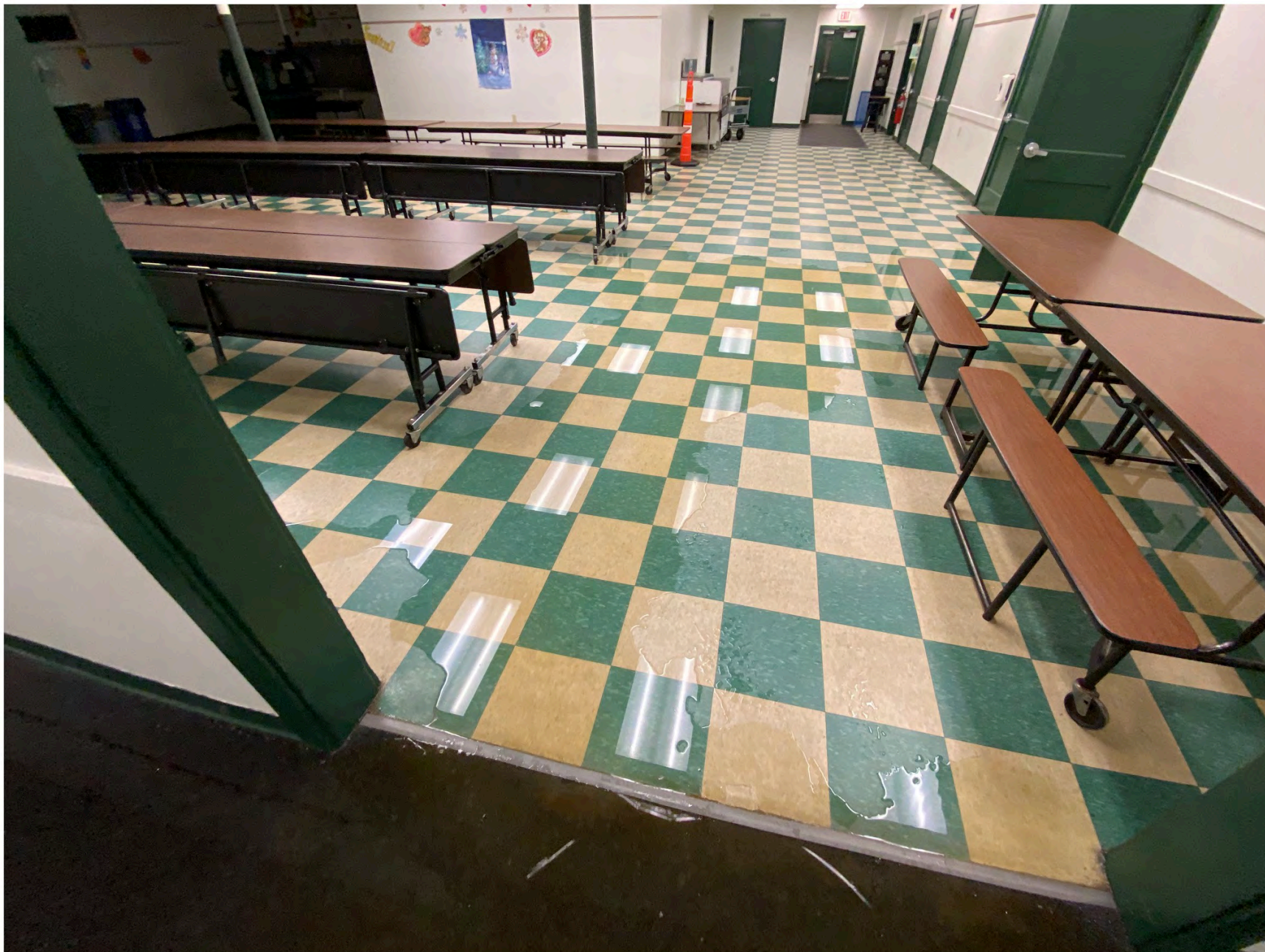
Item 6-A

GEJ Pipe Break/Damage



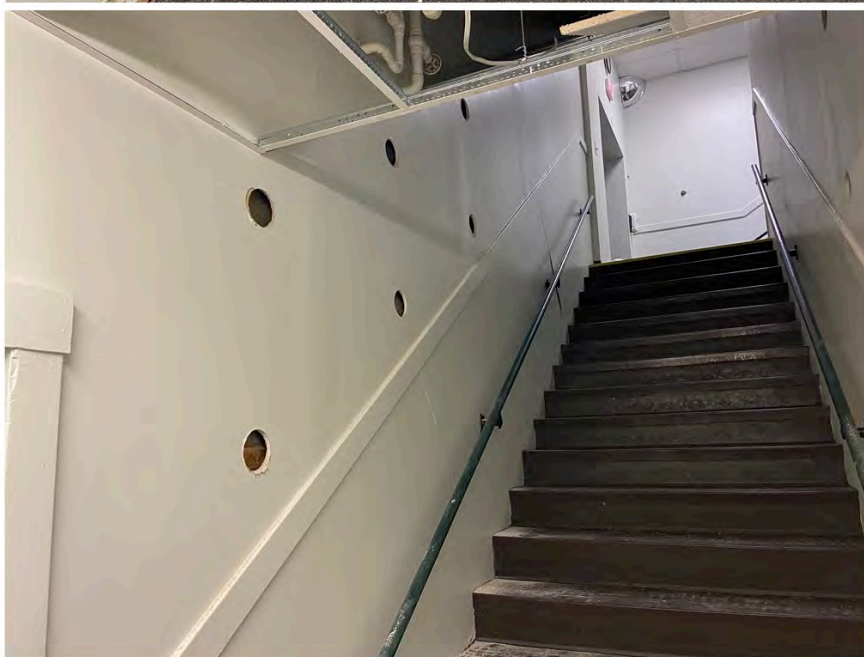
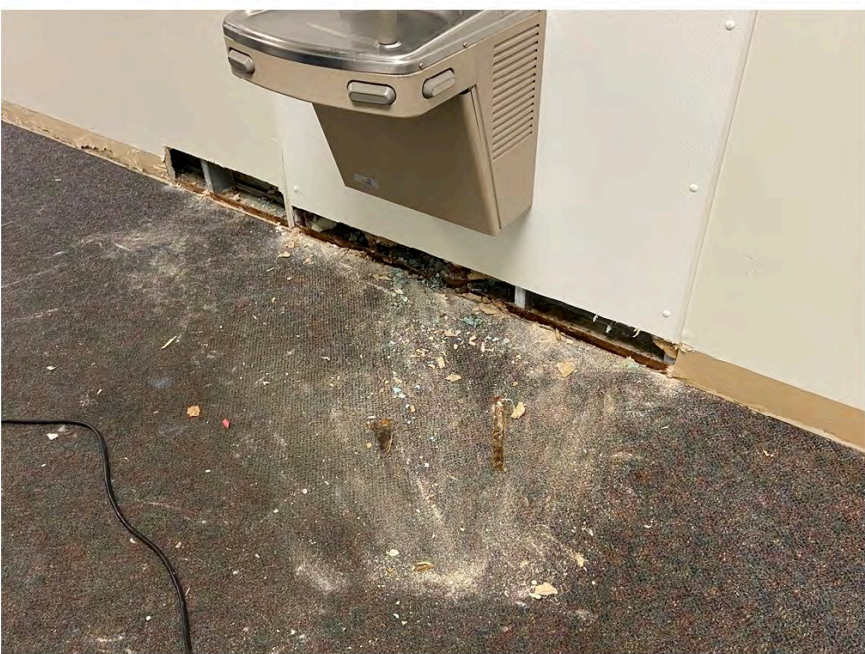
Finance & Facilities Meeting - Facilities Update

Item 6-A



Finance & Facilities Meeting - Facilities Update

Item 6-A



Finance & Facilities Meeting - Purchase 2022 FORD F550

Item 6-B

MSAD 6

Report # 178485

Category 70 EXPENDITURE REPORT

Statement Code: _WB CAT 70

Account Number / Description	Year Before Last 7/1/2020 - 6/30/2021	Last Year Period 7/1/2021 - 6/30/2022	Enacted Budget 7/1/2022 - 6/30/2023	Current Period 1/1/2023 - 1/31/2023	Reported Period 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 6/30/2023	Amount Remaining	Percent Remaining
GRAND TOTAL	\$0.00	\$197,188.45	\$999,809.70	\$9,655.37	\$443,144.19	\$113,846.07	\$442,819.48	44.29 %

Funds available



www.fordoflondonderry.com

Ford of Londonderry
33 Nashua Road LONDONDERRY, NH 03053
(603) 434-4141 FAX:

MOTOR VEHICLE
PURCHASE/LEASE CONTRACT

DATE Lee Turner
SALESPERSON 02/01/2023

Purchaser's Name Bonny Eagle School District MSAD 6
Co-Purchaser's Name _____
Address 94 Main St. Stock # 22501
City Buxton State ME Zip 04093 Source referral
Home Ph: _____ Bus. Ph: _____ Cell Ph: (207) 710-8630 Email ATHIBODEAU@bonnyeagle.org

☐ NEW ☐ USED ☐ TRUCK ☐ RENTAL ☐ DEMONSTRATOR ☐ LEASE MILEAGE 129

MAKE Ford MODEL F-550 Chassis Year 2022 TYPE F550 4X4 CHAS/C

VIN 1FDUF5HT8NDA21198 COLOR Oxford White INTERIOR Gray

SELL PRICE 91,940.00

Anti-Theft Security Coding 199.00

CASH PRICE WITH ACCESSORIES 92,139.00

TITLE FEE 27.00

ADMINISTRATIVE FEE 499.00

MA STATE TAX AND REGISTRATION FEES _____

EXTENDED WARRANTY _____

TOTAL CASH PRICE 92,665.00

FACTORY REBATE TO CUST. ☐ REBATE AS C.O.D. ☐ 50.00

PROGRAM # _____

OTHER REBATE PROGRAM # _____

TRADE-IN ALLOWANCE _____

TRADE PAYOFF _____

CASH DEPOSIT SUBMITTED WITH ORDER _____

CASH ON DELIVERY, BANK OR CERTIFIED CHECK _____

AMOUNT FINANCED LIENHOLDER _____

TOTAL CASH PRICE 92,615.00

DESCRIPTION OF TRADE-IN

Make _____ Model _____ MODEL YEAR _____

TOP _____

VIN _____

MILEAGE _____ COLOR _____

IF TITLE, TITLE HELD BY _____

OWNER'S NAME _____

LIENHOLDER ADDRESS _____

TEMP PLATE YES ☐ NO ☐ REGISTRATION NEW ☐ TRANS ☐

I HAVE BEEN FULLY ADVISED OF THE EXTENDED WARRANTY PROGRAM AND HAVE DECIDED AGAINST PURCHASING IT.

X

BUYER WARRANTS TITLE OF TRADE-IN IS NOT MARKED SALVAGE OR REBUILT. IF SO MARKED AND NOT DISCLOSED, SALE WILL BE VOID OR SUBJECT TO RENEGOTIATION.

ODOMETER MUST REFLECT ACTUAL MILES.

X

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

Serving the Towns of Buxton, Hollis, Limington, Standish and Frye Island
94 Main Street, Buxton, E 04093 Phone 207-929-3831 | Fax 866-646-9748

Finance & Facilities Meeting - BUXTON HOLLIS HISTORICAL SOCIETY

Revisions to Lease Agreement Between MSAD#6 and BHHS

ARTICLE I

Premises

Landlord reserves the right, with advanced notice to the Tenant, to enter upon the Premises for work that is required in Landlord's judgment to service the shared well or for the purpose of connecting the disposal lines for Landlord's administrative office building to the septic system used by the Old Administrative Office Building.

Landlord reserves the right, with advanced notice to the Tenant, to enter upon and use, maintain, repair, and improve the drives and parking areas shared by the Old Administrative Office Building and Landlord's adjoining administrative office building. Landlord reserves the right to primary use of all parking whenever a school function requires use of the Eliza Libby building/Central Office campus.

ARTICLE II

Term

Pursuant to the statutory limitations of H.P. 1475-L.D. 1989, Section I, the initial term of this Lease commences on the date provided above (the "Commencement Date"), and continues through December 31, 2043.

ARTICLE III

Renewal Term(s)

Beginning in 2023 the expiration date for this lease will be twenty years from the "Commencement Date" renewable for another twenty years at that time provided, however, that either the Tenant or the Landlord may terminate this Lease, with cause, by giving written notice of its termination of the Lease to the other party. Upon either such notice, this Lease shall terminate on June 30 of the calendar year following the date the notice of termination is delivered. In the event the lease is terminated and the Premises are offered for sale, the Tenant reserves the right of first refusal to purchase said Premises.

ARTICLE IX

In the event that the Lease is terminated by the Landlord with cause, Landlord shall repay to Tenant the Depreciated Value of any equipment or improvements purchased with any Grant Funds. The term "Grant Funds shall mean any and all funds received by the Tenant prior to

Finance & Facilities Meeting - BUXTON HOLLIS HISTORICAL SOCIETY

such termination which the Tenant invested in the Old Administrative Office building. For purposes of this Lease "Depreciated Value" shall mean the present value of any improvements or equipment, adjusted based on the remaining useful life of such improvements or equipment in accordance with generally accepted accounting principles.

ARTICLE XIV

USE

Tenant agrees that during the Term it will use the Premises solely for its historical, cultural, and educational uses. This would include fundraisers on the Premises necessary for the tenant to achieve its goals. Tenant agrees that it shall not substantially abandon the actual operation and use of the Premises for these purposes.

ARTICLE XVI

The Landlord and Tenant each agree that this lease is granted pursuant to H.P. 1475-L.D. 1989, Section 1, the requirements of which are hereby incorporated by reference. In the event of any conflict between the terms of this Lease and the terms of the aforementioned statute, the terms of the statute shall control.

ARTICLE XXII

Hazardous Materials

(v) Tenant shall permit, with advanced notice to the Tenant, entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Paragraph and to perform other environmental inspections of the Premises

ARTICLE XXVII

Lease To Be Recorded

This lease shall be recorded at the York County Registry of Deeds.

DWM LEASE SUGGESTIONS

2023 Hist Society Proposed Revisions to Lease Agreement with EWS redline for MSAD 6.DOCX

1 message

E. William Stockmeyer <billstockmeyer@dwmlaw.com>

Fri, Jan 6, 2023 at 5:53 PM

To: Tina Plummer <tplummer@bonnyeagle.org>

Cc: "cgleason@bonnyeagle.org" <cgleason@bonnyeagle.org>, "wbrockman@bonnyeagle.org" <wbrockman@bonnyeagle.org>, "dpooler@bonnyeagle.org" <dpooler@bonnyeagle.org>

Hi, everyone,

I converted the Historical Society's pdf into Word and then made redline changes.

Some explanatory comments:

1. The last draft lease in our files is from 2013. Is there a finally signed lease, and if so could you send a copy?
2. **Article I.** My changes are typographical.
3. **Article II.** Under the private law, the maximum term is 20 years, and December 31, 2043 would exceed this by almost a full year.
4. **Article III.** As drafted, the proposed revision violates the statute. If the Tenant has a twenty year lease "renewable for another twenty years at that time," the term would be deemed to exceed 20 years. Otherwise, the 20 year statutory limit would could be avoided by extension rights indefinitely. So in my view the district is not authorized to agree to this. So, I have tried to provide an example of a change that might work. The legal difference is that the Landlord controls the renewal beyond twenty years. I think this is what the statute mandates. The "New Lease" language may also help. Both parties should recognize that the renewal provision is still an effort to provide for extension for more than twenty years. AS such, I cannot assure it complies, but I think there is a good legal argument that it does comply. Similarly, the right of first refusal as drafted is legally problematic. I have proposed reasonable language that would meet the statutory requirement. That said, I would ask the board to consider that any right of first refusal can make it difficult to sell property, and could result in a dispute tying things up for considerable time. Is this just a "wish" by the Historical Society, as opposed to something required by its federal grant?
5. **Article IX.** I do not recommend the Lease require repayment by Landlord to Tenant for anything if there is cause to terminate the lease (i.e., a Tenant default). I have not tried to re-create the origin of Article IX, but it strikes me as unusual because the lease in the most recent draft form in my file contains no right of termination without cause. Is it the intent to give that right (termination

DWM LEASE SUGGESTIONS

without cause, i.e., for convenience) to the Landlord, or is this Article IX there to address a question of the Tenant's damages should the LL attempt to terminate for cause but without justification to do so (without cause in that sense, i.e., a wrongful attempt by LL to terminate that damages the Tenant)? We should discuss further.

6. Articles XIV, XVI, and XXVII. Fine with non-substantive changes.

7. Article XXVII. Normally, only a Memorandum of Lease would be recorded that does not contain the economic provisions. Here, the rent is \$12 per year according to my last file draft, so this may be fine.

Finally, I point out that the current lease draft in my files is silent on who is paying the fire insurance. More generally, the Lease is on extremely favorable terms to the Tenant, and even more so with these changes. This may have been the original intent, but let's discuss, as so much time has gone by.

Sincerely,

Bill

E. William Stockmeyer

Attorney

207.253.0585 Direct | 207.712.2405 Cell

billstockmeyer@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 | 207.772.3627 Fax | dwmlaw.com

DrummondWoodsum
ATTORNEYS AT LAW

Finance & Facilities Meeting - BUXTON HOLLIS HISTORICAL SOCIETY

DWM LEASE SUGGESTIONS

Revisions to Lease Agreement Between MSAD#6 and BHHS ARTICLE I

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Landlord reserves the right, with advance notice to the Tenant, to enter upon and use, maintain, repair, and improve the drives and parking areas shared by the Old Administrative Office Building and Landlord's adjoining administrative office building. Landlord reserves the right to primary use of all parking whenever a school function requires use of the Eliza Libby building/Central Office campus.

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ARTICLE II

Term

Pursuant to P & SL Ch 23 (2022), amending section 4103(2)(A) of Title 20-A of the Maine Revised Statutes (as so amended, the "20 Year Lease Statute"), the initial term of this Lease commences on the date provided above (the "Commencement Date"), and continues for a term of twenty (20) years.

Deleted: the statutory limitations of H.P. 1475-L.D. 1989, Section I

Deleted: through December 31, 2043

Commented [EWS1]: December 31, 2043 is more than 20 years.

ARTICLE III

New Leases

Deleted: Renewal Term(s)

Pursuant to the 20 Year Lease Statute, and no time will the term of this Lease exceed twenty years. Beginning in 2023 the expiration date for this lease will be twenty years from the "Commencement Date" provided that Tenant shall have two rights to a new lease, as follows, a. First New Lease. On the tenth anniversary date of the commencement of the original term, unless terminated by Landlord or Tenant as provided below, this Lease shall be deemed to be automatically amended and restated as a new lease for a new term of twenty years commencing on that tenth anniversary date (the "First New Lease"), and otherwise on the same terms and conditions as the original lease, except for this subsection a of this Section.

Deleted: renewable for another twenty years at that time

Deleted: , however, that

Deleted: either

b. Second New Lease. On the tenth anniversary date of the commencement of the term of the First New Lease, unless terminated by Landlord or Tenant as provided below, the First New Lease shall be deemed to be automatically amended and restated as a new lease for a new term of twenty years commencing on that tenth anniversary date (the "Second New Lease"), and otherwise on the same terms and conditions as the original lease, except for subsections a and b of this Section.

c. Lease Termination. Notwithstanding the foregoing, if the Tenant or the Landlord gives written notice of termination, to the other party prior to the January 1 preceding the last day of the then current Term, this Lease, or as applicable First New Lease, shall terminate on June 30 of the calendar year following the date the notice of termination is delivered.

Deleted: may terminate this Lease, with cause, by giving

Deleted: its

Deleted: of the Lease

Deleted: . Upon either such notice,

Finance & Facilities Meeting - BUXTON HOLLIS HISTORICAL SOCIETY

DWM LEASE SUGGESTIONS

d. Right of First Refusal. Pursuant to section 4103(3) of Title 20-A, if Landlord wishes to sell the Premises Landlord must first offer the Premises to the Town of Buxton, and if Buxton does not accept the offer, Landlord may then sell the Premises on the open market. Landlord hereby grants Tenant a right of first refusal in the event of a proposed sale on the open market during the term of this Lease, or as applicable term of the First New Lease or Second New Lease. The right of first refusal is exercisable for the fair market value to be determined by two independent professional appraisers, one hired by Landlord and one hired by Tenant. To exercise its right of first refusal, Tenant must sign a purchase and sales agreement on terms acceptable to Landlord within 30 days of Landlord's notice to Tenant of a proposed sale on the open market. If Tenant does not sign a purchase and sales agreement to purchase the Premises at the price to be determined by the average of the two appraisals as described above, or having signed such agreement fails to close within 30 days thereafter in accordance with its terms for reason not attributable to Landlord default, Tenant is deemed to have waived its right of first refusal, and Landlord may offer the Premises on the open market during the term for such price and on such terms as Landlord determines to be in its interest, subject to Tenant's Lease rights.

Deleted: In the event the lease is terminated and the Premises are offered for sale, the Tenant reserves the right of first refusal to purchase said Premises.

ARTICLE IX

ARTICLE XIV

USE

Tenant agrees that during the Term it will use the Premises solely for its historical, cultural, and educational uses. This would include fundraisers on the Premises necessary for the Tenant to achieve its goals. Tenant agrees that it shall not substantially abandon the actual operation and use of the Premises for these purposes.

ARTICLE XVI

The Landlord and Tenant each agree that this lease is granted pursuant to the 20 Year Lease Statute, the requirements of which are hereby incorporated by reference. In the event of any conflict between the terms of this Lease and the terms of the 20 Year Lease Statute, the terms of the 20 Year Lease Statute shall control.

Deleted: In the event that the Lease is terminated by the Landlord with cause, Landlord shall repay to Tenant the Depreciated Value of any equipment or improvements purchased with any Grant Funds. The term "Grant Funds" shall mean any and all funds received by the Tenant prior to such termination which the Tenant invested in the Old Administrative Office building. For purposes of this Lease "Depreciated Value" shall mean the present value of any improvements or equipment, adjusted based on the remaining useful life of such improvements or equipment in accordance with generally accepted accounting principles.

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Deleted: H.P. 1475-L.D. 1989, Section 1

Deleted: aforementioned statute

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Deleted: d

ARTICLE XXVII

Lease To Be Recorded

This lease shall be recorded at the York County Registry of Deeds.

Finance & Facilities - Meeting Schedule



Maine School Administrative District 6
 Business Office
 94 Main Street
 Buxton, ME 04093
 (207) 929-2318
 Fax 866-636-2011
 Finance & Facilities Meeting Schedule

MSAD #6 ~ 2022-2023 FINANCE COMMITTEE MEETINGS CONFERENCE ROOM, CENTRAL OFFICE

All REGULAR FINANCE AND FACILITIES MEETINGS will be held at the Central Office at 4:00 pm

MONTH	DAY	MEETING TIME	WARRANT TYPE
JULY	13	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants for June 2022)</u>	
JULY	15	Warrant #22-27 last of 2022	
		Warrant #23-01 prepared	
	29	Warrant #23-02 prepared	
AUGUST	10	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of FINAL Warrants for 2022)</u>	
AUGUST	12	Warrant #23-03 prepared	
AUGUST	26	Warrant #23-04 prepared	
SEPTEMBER	14	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants August 2022)</u>	
SEPTEMBER	2	Warrant #23-05 prepared	
SEPTEMBER	16	Warrant #23-06 prepared	
SEPTEMBER	30	Warrant #23-07 prepared	
OCTOBER	12	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants September 2022)</u>	
OCTOBER	14	Warrant #23-08 prepared	
OCTOBER	28	Warrant #23-09 prepared	
NOVEMBER	9	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants October 2022)</u>	
NOVEMBER	10	Warrant #23-10 prepared	
NOVEMBER	25	Warrant #23-11 prepared	
DECEMBER	14	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants November 2022)</u>	
DECEMBER	9	Warrant #23-12 prepared	
DECEMBER	23	Warrant #23-13 prepared	
JANUARY	11	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants December 2022)</u>	
JANUARY	6	Warrant #23-14 prepared	
JANUARY	20	Warrant #23-15 prepared	
FEBRUARY	8	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants January 2023)</u>	
FEBRUARY	3	Warrant #23-16 prepared	
FEBRUARY	17	Warrant #23-17 prepared	
MARCH	8	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants February 2023)</u>	
MARCH	3	Warrant #23-18 prepared	
MARCH	17	Warrant #23-19 prepared	
MARCH	31	Warrant #23-20 prepared	
APRIL	12	<u>FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants March 2023)</u>	
APRIL	14	Warrant #23-21 prepared	
APRIL	28	Warrant #23-22 prepared	

Finance & Facilities - Meeting Schedule

MAY	10	FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants April 2023)
MAY	12	Warrant #23-23 prepared
MAY	26	Warrant #23-24 prepared
JUNE	14	FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants May 2023)
JUNE	9	Warrant #23-25 prepared
JUNE	23	Warrant #23-26 prepared
JULY	12	FINANCE & FACILITIES MEETING @ 4:00 pm (Review of Warrants June 2023)
JULY	7	Warrant #23-27 prepared
		Warrant #24-01 first for 2024
JULY	21	Warrant #23-28 last of 2023
AUGUST	9	FINANCE & FACILITIES MEETING @ 4:00 pm (Review of FINAL FY23 Warrants)

Thank you for
your participation!



Any
Questions?

Finance & Facilities Meeting NOTES

This image shows a full page of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.