



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE MEMBERS



Lindsey A.
Atkinson
At-Large
Board Member;
Term Expires 2023 (June)
MSBA Delegate
Buxton Residency
latkinson@bonnyeagle.org
207-939-8556



Erika M.
Creutz
At-Large
Board Member;
Board Vice-Chair;
Term Expires 2025
(June)
Standish Residency
ecreutz@bonnyeagle.org
727-804-3171



Donald G.
Marean
At-Large
Board Member;
Committee Vice-Chair
Term Expires 2025
(June)
Hollis Residency
dmarean@bonnyeagle.org
207-727-5527



John M.
Sargent
At-Large
Board Member;
Committee Chair
Term Expires 2023
(June)
Standish Residency
jsargent@bonnyeagle.org
207-776-9687



Christina M.
Silvestri
At-Large
Board Member;
Term Expires 2025
(June)
Limington Residency
csilvestri@bonnyeagle.org
207-749-3336

Finance & Facilities Meeting Packet

Wednesday, March 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 Agenda*

Finance & Facilities Meeting

Wednesday, March 8, 2023

4:00 pm – 5:30 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/ BHHS discuss/review proposed Lease and Future plan
 - B. - D/ Review BAC Policy Revision
-

FACILITIES ITEMS

ITEM 6. FACILITIES DISCUSSION ITEMS

- A - D/ Facilities Update – Adam Thibodeau

ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS

- A. – D/ Other Discussion Items
-

ITEM 8. ADJOURNMENT

Respectfully submitted

William Brockman

Business Manager of Finance & Operations

Finance & Facilities Meeting Minutes

Draft

Item 3

Bonny Eagle School District

FINANCE-FACILITIES COMMITTEE MEETING MINUTES

Wednesday, February 8, 2023/4:00 p.m.

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

Present: Lindsay Atkinson
Erika Creutz
Don Marean
John Sargent, Finance-Facilities Chair
Christina Silvestri
Riley McKinley, Student Representative

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

Buxton Hollis Historical Society @ 5:00 p.m.
Nancy Ponzetti, Jan Hill and Barry Plummer

Meeting Packet link: [Finance-Facilities Meeting Packet 2/8/23](#)

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 January 11, 2023 Finance-Facilities Committee meeting as presented.

VOTED: Yes, unanimous

Finance & Facilities Meeting Minutes

Draft

Item 3

4. Review of A/P and Payroll Warrants and Financial Reports:

- a. Review of the A/P and Payroll Warrants
January 2023 warrants [Warrant Summary January 2023](#)
- b. The Top 25 Expenditures were reviewed
January 2023 Top 25 Expenditures: [Top 25 Expenditures January 2023](#)
- c. Financial Report:
Mr. Brockman and Ms. Pooler reviewed the Financial Reports for January 2023: [Financial Report January 2023](#)

Ms. Pooler noted that the projected year-end balance has not changed but she has revised the fund balance based on the FY'24 carryforward estimate.

Prek program – if expansion of this program is implemented it may provide a small increase in state subsidy. It would not be enough to offset the total cost of implementing additional pre-k classrooms and would increase expenses overall in the general fund budget.

- d. Mr. Brockman shared with the committee the Dashboard for the month of January 2023. These can be found within the meeting packet on pages 11 through 15. [Finance-Facilities meeting packet 2/8/23](#)
- e. COVID Funding Update: [Covid Funding Update January 2023](#) Ms. Pooler reviewed the funding update.

5. Other Finance Discussion Items

- a. Request use of Gate funding to replace BEHS backboards

Mr. Thibodeau shared the quote that the Athletic Director, Eric Curtis, obtained to replace the outdated backboards in the gym at the high school. The quote came in at \$35,547.00. Mr. Brockman shared with the committee the Financial Report for Gate funding that shows an available balance of just over \$84,000.

Moved by Mr. Marean, seconded by Ms. Creutz

To authorize the purchase and installation of new backboards at Bonny Eagle High School.

All in favor, motion carries.

6. Facilities Update

- a. [Facilities Update/Photos](#) - Mr. Thibodeau reviewed the items within the Facilities update: [Facilities Update January 2023](#)

Finance & Facilities Meeting Minutes

Draft

Item 3

Additional notes:

- Mr. Thibodeau shared that the PFAS remediation designed system is at approximately 90% completion. Implementation is not likely to occur at any of the sites until summer.
- Repairs and clean-up of the GEJ pipe burst was completed and the building was back open that Monday morning following the incident. Additional painting to be done over February vacation

b. Endorse Purchase of new Ford 550

Mr. Brockman and Mr. Thibodeau reported that that the department was able to purchase a Ford 550 to replace one that needed extensive and costly repairs. The vehicle that was replaced was a 2006 Ford 550 truck and had over 200,000 miles. The new vehicle will be used specifically for hauling materials as well as the flatbed trailer/loader as needed and will not be used for normal day to day activities. Funding came from FY'23 Supplemental funds.

7. Other Facilities Discussion/Action Items

a. Buxton Hollis Historical Society

Representatives from the historical society attended the meeting to discuss revisions to the current lease for the Administrative 1912 building. Included in their request was changing the length of the lease to a 20-year period. They feel that with this language being part of the lease it would allow them access to additional grant funding. The historical society would like to remove the portables attached to the building and add handicap access as well as a handicap bathroom.

The Finance-Facilities committee had Drummond Woodsum review the revisions submitted by the historical society. Mr. Stockmeyer from Drummond Woodsum reviewed the BHHS requests and sent back his lease suggestions. These were then shared with the Buxton Hollis Historical Society to review. The historical society will take time to review the Drummond Woodsum suggestions and send a response back to the committee. Once the historical society and the Finance-Facilities committee are in agreement with a revised lease, the Finance-Facilities committee will make a recommendation and bring forward to the full School Board for their consideration.

8. Other Facilities Discussion/Action items

- a. Mr. Marean requested more information on how the district backpack program runs.

9. Adjournment:

Moved by Mr. Marean, seconded by Ms. Creutz

To adjourn the meeting at 6:03 p.m.

All in favor, meeting is adjourned



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE

Finance Items

FINANCE ITEMS

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Finance & Facilities Meeting Packet Wednesday March 8, 2023

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Finance & Facilities Meeting Warrant/Payroll Summary

Item 4-A

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

WARRANT			
#	TYPE	DATE	AMOUNT
23.16	AP	02/03/23	\$ 492,302.03
23.16	PR	02/10/23	Gross Payroll \$ 1,604,672.45
	PR		Insurance
			MainePERS \$ 246,139.73
SUBTOTAL			<u>\$2,343,114.21</u>
23.17	AP	02/17/23	\$ 322,859.00
23.17	PR	02/24/23	Gross Payroll \$ 1,608,487.20
	PR		Insurance \$ 825,329.50
			MainePERS
SUBTOTAL			<u>\$2,756,675.70</u>
GRAND TOTAL			<u><u>\$5,099,789.91</u></u>

Finance & Facilities Meeting Top 25 Expenditures

Item 4-B

Top 25 Expenditures February 2023		Accounts Payable Warrants 23-16 & 23-17 Total: \$813,945.29	
Check #	Vendor	Description	Amount
152355	FIVE M'S AUTOGROUP INC	FORD 550 TRUCK	92,615.00
152385	MSMA WORKERS COMP TRUST	MONTHLY WORKERS COMP EXPENSE	46,406.00
152587	SYSCO OF NORTHERN NEW ENG.	NUTRITION SUPPLIES 23-17	42,282.66
152426	SYSCO OF NORTHERN NEW ENG.	NUTRITION SUPPLIES 23-16	37,065.34
152564	PITSTOP FUELS INC.	MONTHLY PROPANE EXPENSE 23-16	33,473.43
152382	MINUTEMAN SECURITY TECH	REPLACE CAMERA SERVERS/SYSTEM	29,138.61
152559	PATCO CONSTRUCTION, INC	STORAGE BLDG AND PROPANE STATION	27,789.75
152404	PITSTOP FUELS INC.	MONTHLY PROPANE EXPENSE 23-17	27,226.72
152349	DENNIS K. BURKE, INC.	MONTHLY FUEL EXPENSE 23-16	26,613.55
152337	CENTRAL MAINE POWER	ELECTRICITY EXPENSE 23-16	21,954.85
152360	HEADLIGHT AUDIO VISUAL, INC.	WIRELESS MICROPHONE SYSTEM ESSER 3	21,700.29
152504	CENTRAL MAINE POWER	ELECTRICITY EXPENSE 23-17	21,622.55
152512	DENNIS K. BURKE, INC.	MONTHLY FUEL EXPENSE 23-17	17,294.91
152582	SEVEE & MAHER ENGINEERS, INC	PFAS CONTRACTED DESIGN	16,459.80
152400	PINE TREE SOCIETY FOR HANDIC	SP-ED CONTRACTED SERVICES	15,312.75
152320	AMAZON CAPITAL SERVICES, INC	SUPPLIES - DISTRICT WIDE	15,184.18
152513	DIXON HEATING AND COOLING	INSTALL OF HEAT PUMP WATER HEATER	12,238.00
152527	HONEYWELL, INC.	HVAC REPAIRS - DISTRICT WIDE	12,087.42
152563	PINE TREE WASTE INC.	MONTHLY TRASH REMOVAL	11,053.45
152371	MAINE BEHAVIORAL HEALTHCARE	SP-ED CONTRACTED SERVICES	9,698.00
152532	LEARNING SERVICES INT, INC	OBSERVATION RENEWAL	8,902.00
152395	OTELCO, INC	MONTHLY PHONE EXPENSE	8,673.35
152359	GRONK FITNESS	FITNESS EQUIPMENT - ESSER 3	8,566.46
152421	SCHOOL PSYCHOLOGY ASSOC LLC	SP-ED CONTRACTED SERVICES	7,312.50
152499	BLUUM USA INC	TECH EQUIPMENT - ESSER 3	6,880.00
	% OF ALL AP	58.17%	\$577,551.57

Finance & Facilities Meeting Interim Financial Report

Item 4-C

Revenues, Expenditures, and Changes in Fund Balance						
General Fund Summary: Prepared for the November 9th finance committee meeting	ADOPTED / ADJUSTED BUDGET 2022-23	ACTUALS YTD 2022-23 2/28/2023	% BAL LEFT YTD	PROJECTE D YEAR END TOTALS 2023-24	D YEAR END BALANCES REMAINING	ACTUALS YTD 2021-22 2/28/2022
STATE SUBSIDY (GPA)	\$21,947,907	\$15,022,303	31.55%	\$21,947,907	\$0	\$15,993,674
BALANCE FORWARD	\$2,350,000	\$2,350,000	0.00%	\$2,350,000	\$0	\$1,375,000
SPECIAL ED REVENUES	\$200,000	\$135,098	32.45%	\$190,000	(\$10,000)	\$83,488
MISCELLANEOUS REVENUES	\$40,000	\$272,902	#####	\$50,000	\$10,000	\$184,895
BUILDING USE RECEIPTS	\$0	\$0	#DIV/0!	\$0	\$0	\$0
LOCAL TAX ASSESSMENT	\$31,997,879	\$21,331,920	33.33%	\$31,997,879	\$0	\$18,647,187
REVENUES OVER (UNDER) ESTIMA	\$56,535,786	\$39,112,223	30.82%	\$56,535,786	A \$0	\$36,284,244
Article 1 - REGULAR INSTRUCTION	\$21,989,114	\$10,451,811	52.47%	\$21,590,451	\$398,663	\$8,481,434
Article 2 - SPECIAL EDUCATION	\$9,712,670	\$4,982,417	48.70%	\$9,536,579	\$176,091	\$3,915,698
Article 3 - CAREER & TECH ED	\$10,000	\$0	#####	\$0	\$10,000	\$0
Article 4 - OTHER INSTRUCTION	\$1,002,459	\$509,117	49.21%	\$984,285	\$18,175	\$285,028
Article 5 - STUDENT & STAFF SUPPO	\$5,570,928	\$2,892,909	48.07%	\$5,469,927	\$101,001	\$2,553,231
Article 6 - SYSTEM ADMINISTRATION	\$1,588,558	\$975,733	38.58%	\$1,559,757	\$28,801	\$711,559
Article 7 - SCHOOL ADMINISTRATION	\$2,815,945	\$1,533,458	45.54%	\$2,764,892	\$51,053	\$1,338,223
Article 8 - TRANSPORTATION & BUSE	\$3,866,082	\$2,349,714	39.22%	\$3,795,990	\$70,092	\$1,810,377
Article 9 - FACILITIES MAINTENANCE	\$8,159,441	\$5,302,694	35.01%	\$7,833,064	\$326,378	\$3,655,960
Article 10 - DEBT & OTHER COMMITN	\$1,803,690	\$1,633,655	9.43%	\$1,803,690	\$0	\$1,614,093
Article 11 - ALL OTHER EXPENSES	\$16,900	\$1,497	91.14%	\$16,900	\$0	\$2,350
EXPENDITURES (OVER) UNDER BUI	\$56,535,786	\$30,633,005	45.82%	\$55,355,534	B \$1,180,252	\$24,367,954
REVENUES OVER / (UNDER)	\$0	\$8,479,218		A + B = C	C	\$11,916,289
EXPENSES					\$1,180,252	
As a % of Approved Budget		54.18%			2.09%	46.65%
PROJECTED CHANGE IN FUND BALANCE (FY23 YEAR END)						
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	
CHANGE IN FUND BALANCE						
FOOD SERVICE	ADOPTED / ADJUSTED BUDGET 2022-23	ACTUALS YTD 2022-23 2/28/2023	% BAL LEFT YTD	PROJECTE D YEAR END TOTALS 2023-24	D YEAR END BALANCES REMAINING	ACTUALS YTD 2021-22 2/28/2022
REVENUES	\$1,935,150	\$1,291,341	33.27%	\$1,838,393	(\$96,758)	\$1,183,915
EXPENDITURES	\$1,935,150	\$1,386,866	28.33%	\$1,896,447	\$38,703	\$1,151,792
BALANCE	\$0	(\$95,525)		(\$58,055)	(\$135,461)	\$32,123

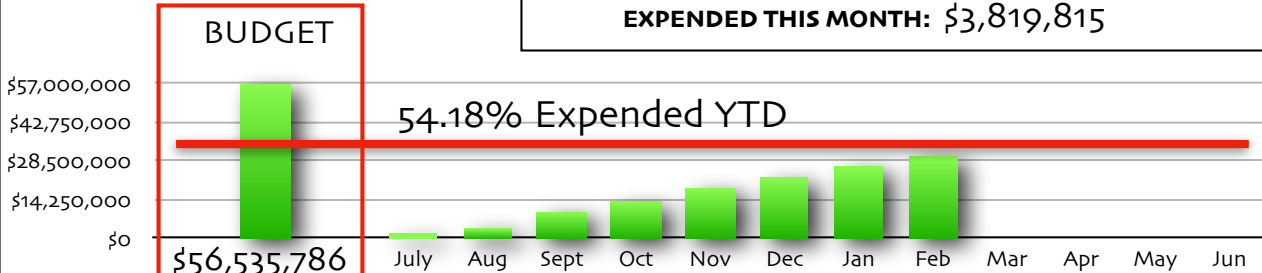
Finance & Facilities Meeting - Financial Dashboards

Item 4-D

EXPENDITURES - FEBRUARY

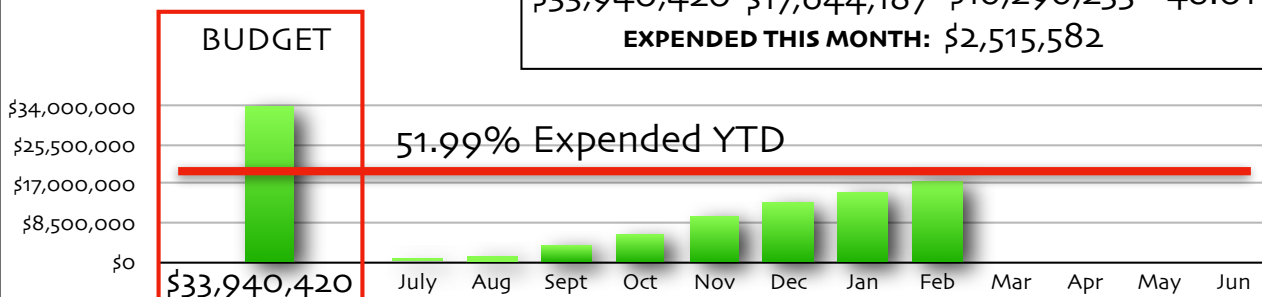
TOTAL GENERAL FUND EXPENDITURES

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$56,535,786	\$30,633,005	25,902,781	45.82%
EXPENDED THIS MONTH: \$3,819,815			



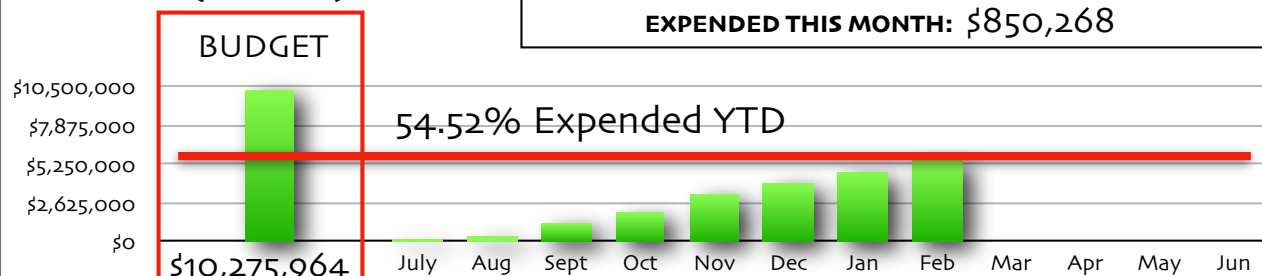
SALARIES (Cat 10)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$33,940,420	\$17,644,187	\$16,296,233	48.01%
EXPENDED THIS MONTH: \$2,515,582			



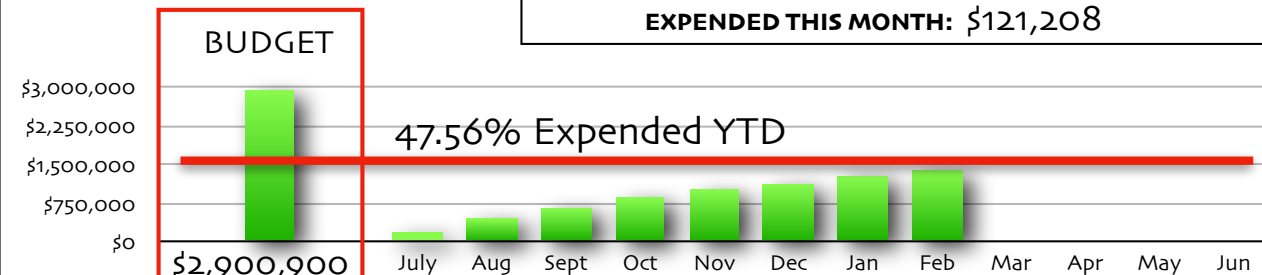
EMPLOYEE BENEFITS (Cat 20)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$10,275,964	\$5,602,836	\$4,673,128	45.48%
EXPENDED THIS MONTH: \$850,268			



PER PUPIL ALLOCATIONS (Cat 30)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$2,900,900	\$1,379,758	\$1,521,142	52.44%
EXPENDED THIS MONTH: \$121,208			



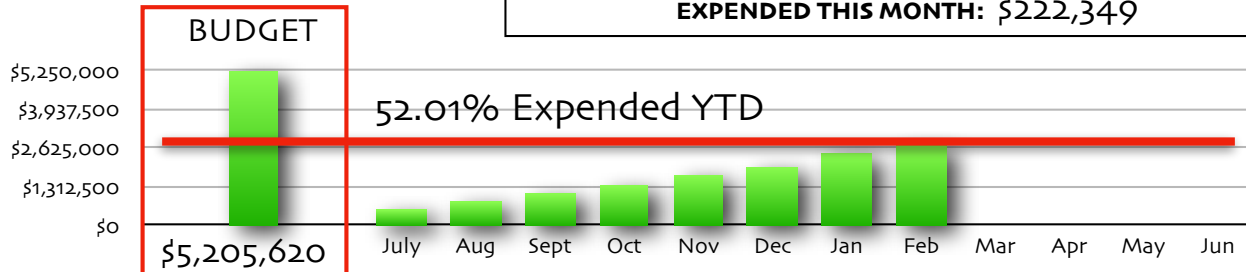
Finance & Facilities Meeting - Financial Dashboards

Item 4-D

EXPENDITURES - FEBRUARY

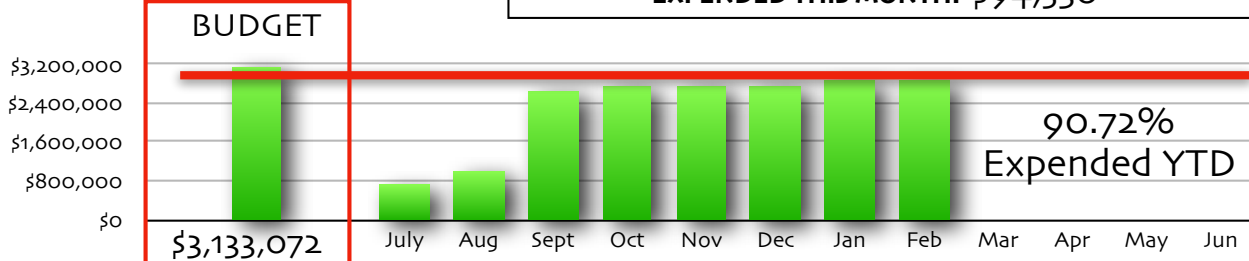
RECURRING COSTS (Cat 40)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$5,205,620	\$2,707,504	\$2,498,116	47.99%
EXPENDED THIS MONTH: \$222,349			



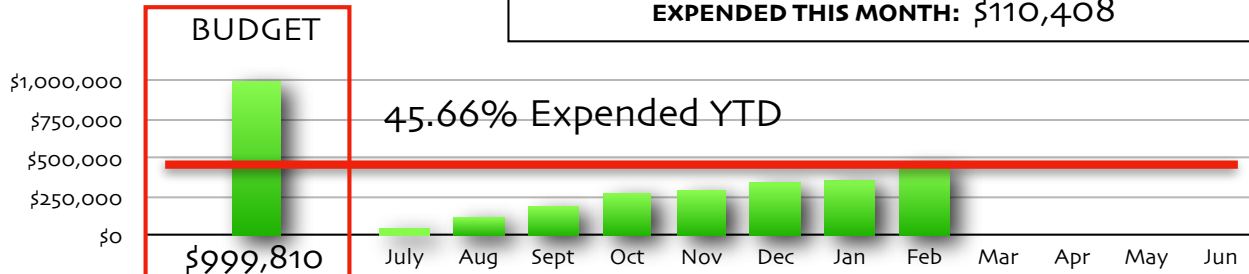
CURRENT DEBT SERV (Cat 50)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$3,133,072	\$2,842,358	\$290,714	9.28%
EXPENDED THIS MONTH: \$94,530			



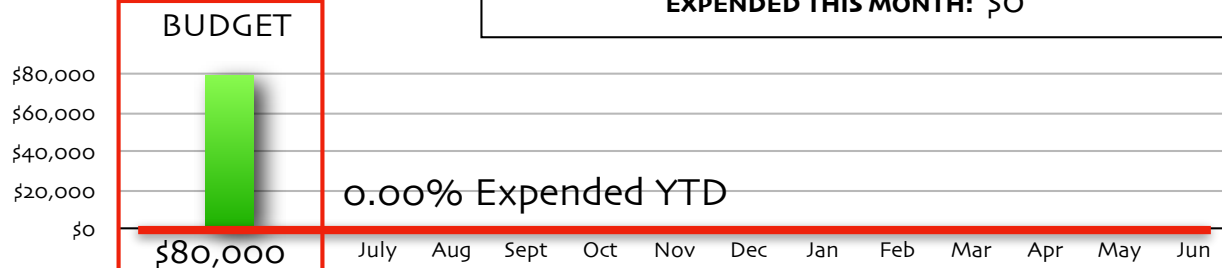
CAPITAL REQUESTS (Cat 70)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$999,810	\$456,467	\$543,343	54.34%
EXPENDED THIS MONTH: \$110,408			



NEW DEBT SERVICE REQUESTS (Cat 80)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$80,000	\$0	\$80,000	100.00%
EXPENDED THIS MONTH: \$0			



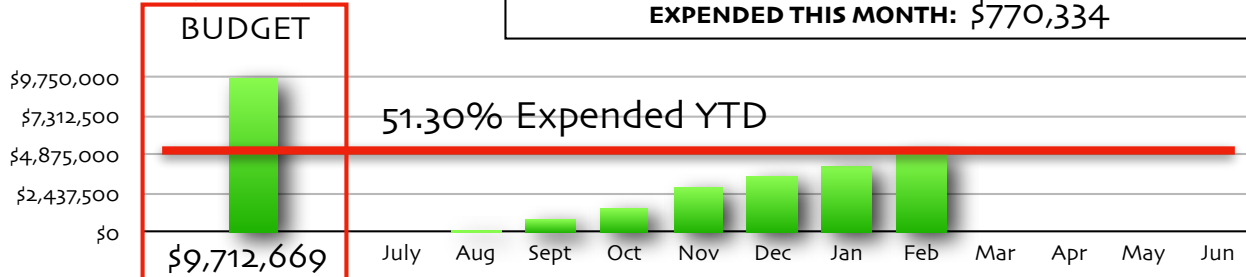
Finance & Facilities Meeting - Financial Dashboards

Item 4-D

EXPENDITURES - FEBRUARY

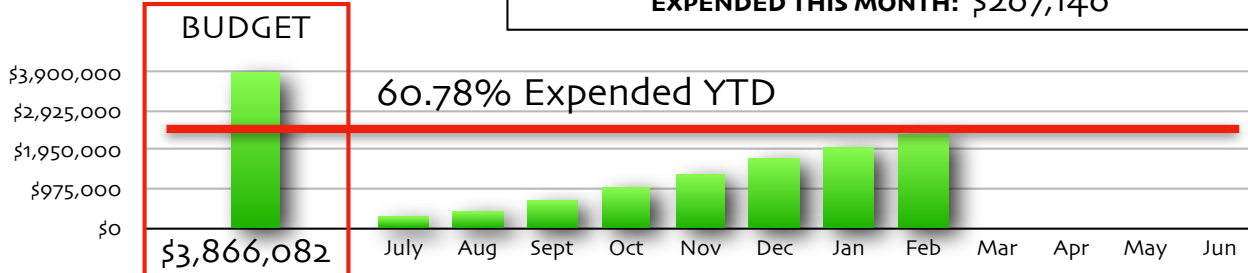
SPECIAL EDUCATION (Art 2)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$9,712,669	\$4,982,417	\$4,730,252	48.70%
EXPENDED THIS MONTH: \$770,334			



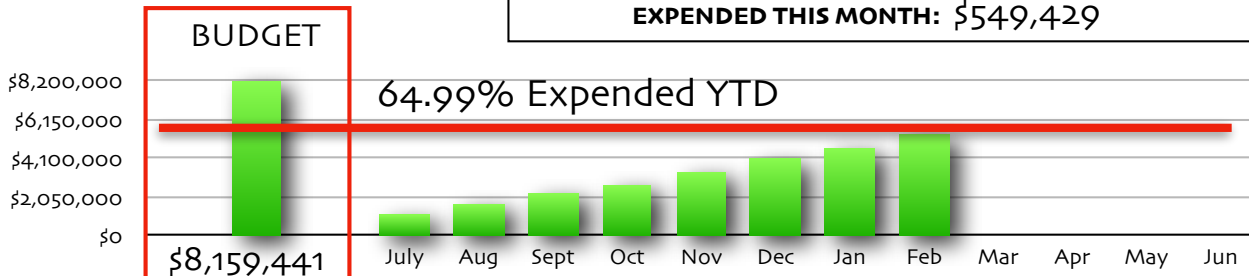
TRANSPORTATION (Art 8)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$3,866,082	\$2,349,714	\$1,516,368	39.22%
EXPENDED THIS MONTH: \$267,146			



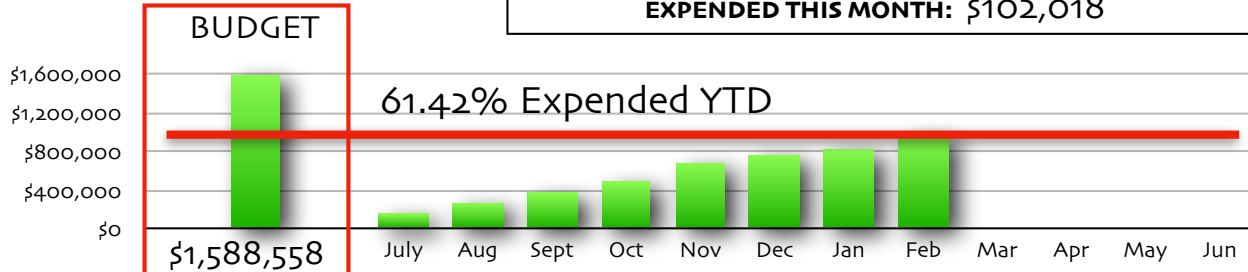
FACILITIES MAINT (Art 9)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$8,159,441	\$5,302,694	\$2,856,748	35.01%
EXPENDED THIS MONTH: \$549,429			



SYSTEM ADMINISTRAT (Art 6)

BUDGET	\$EXPENDED YTD	\$REMAINING	%REMAINING
\$1,588,558	\$975,734	\$612,824	38.58%
EXPENDED THIS MONTH: \$102,018			



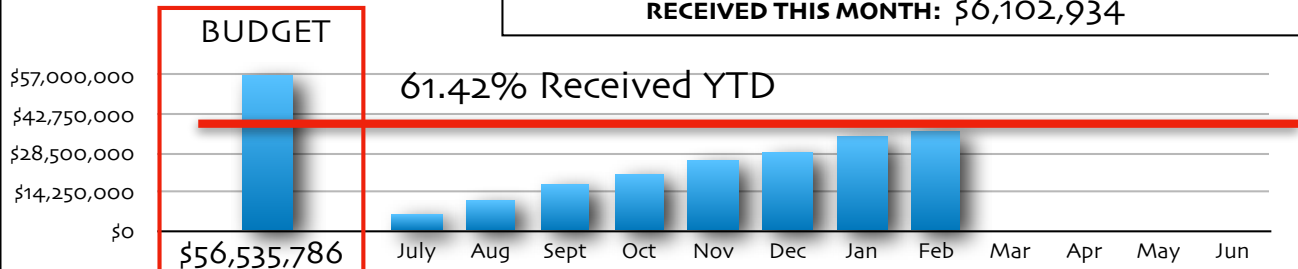
Finance & Facilities Meeting - Financial Dashboards

Item 4-D

REVENUES - FEBRUARY

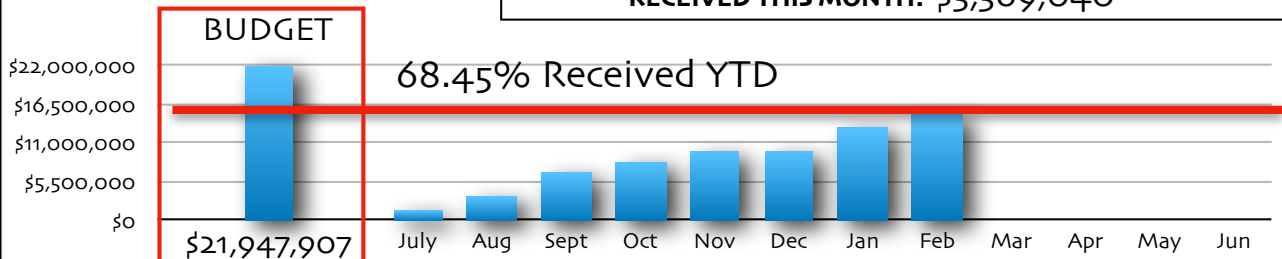
TOTAL GENERAL FUND REVENUES

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$56,535,786	\$36,767,497	\$19,768,289	34.97%
RECEIVED THIS MONTH: \$6,102,934			



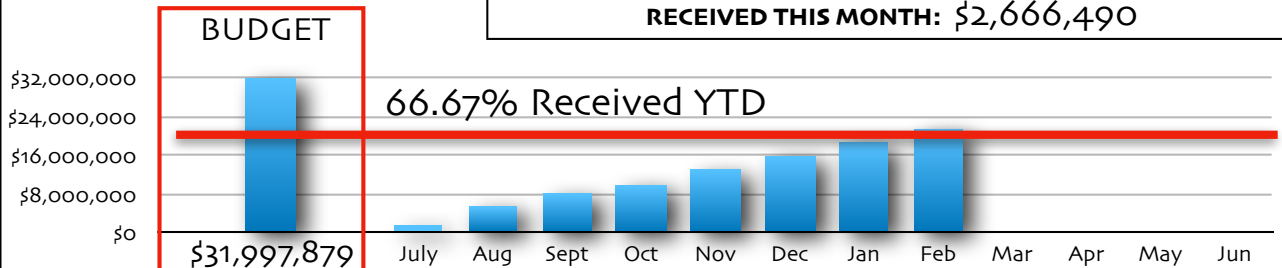
STATE SUBSIDY (GPA)

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$21,947,907	\$15,022,303	\$6,925,804	31.55%
RECEIVED THIS MONTH: \$3,369,040			



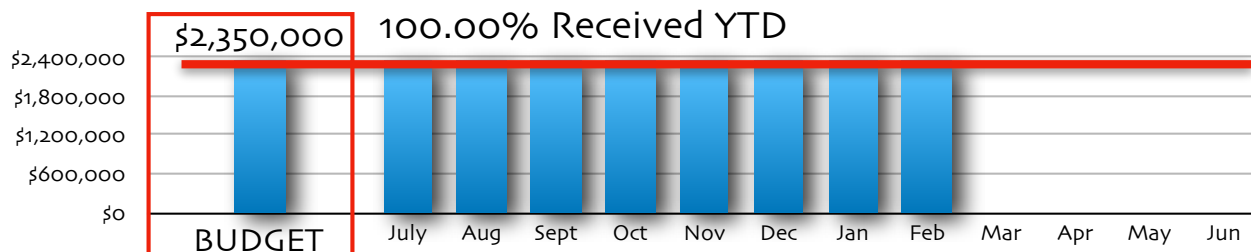
LOCAL ASSESSMENTS

BUDGET	\$RECEIVED YTD	\$REMAINING	%REMAINING
\$31,997,879	\$21,331,920	\$10,665,959	33.33%
RECEIVED THIS MONTH: \$2,666,490			



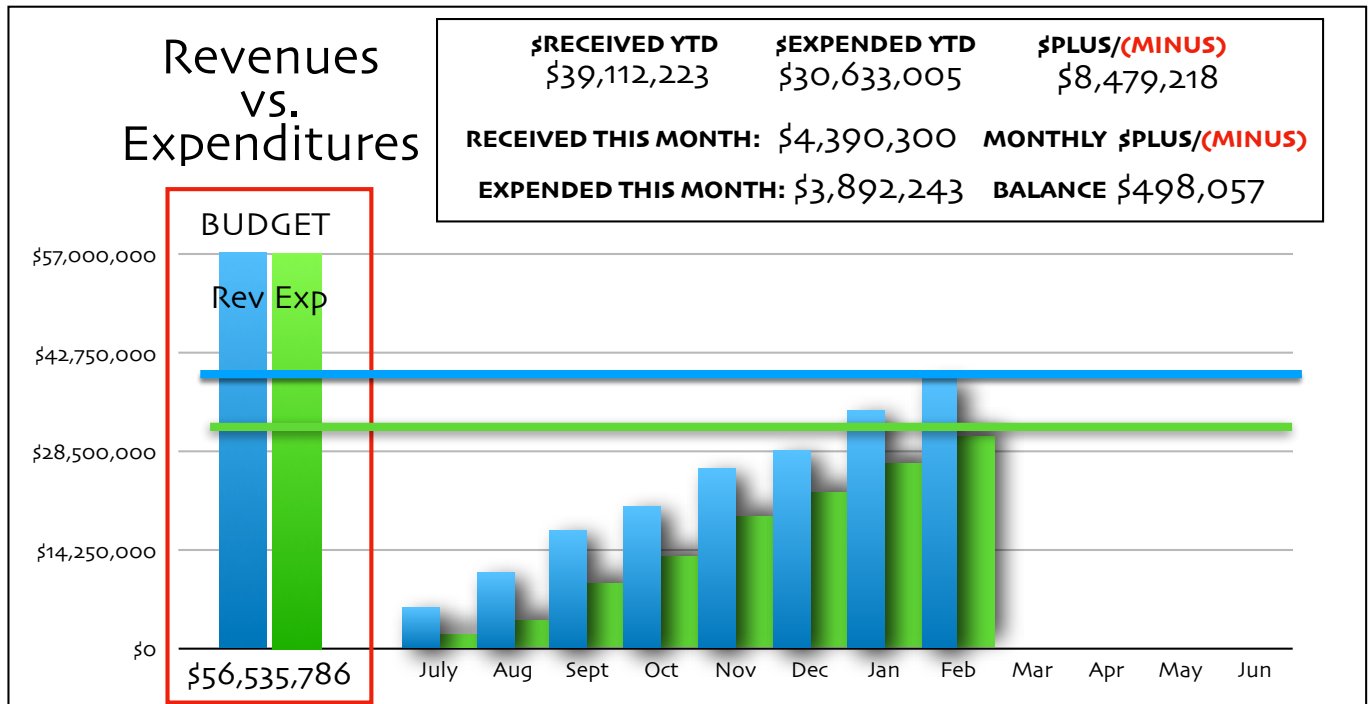
BALANCE FORWARD

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

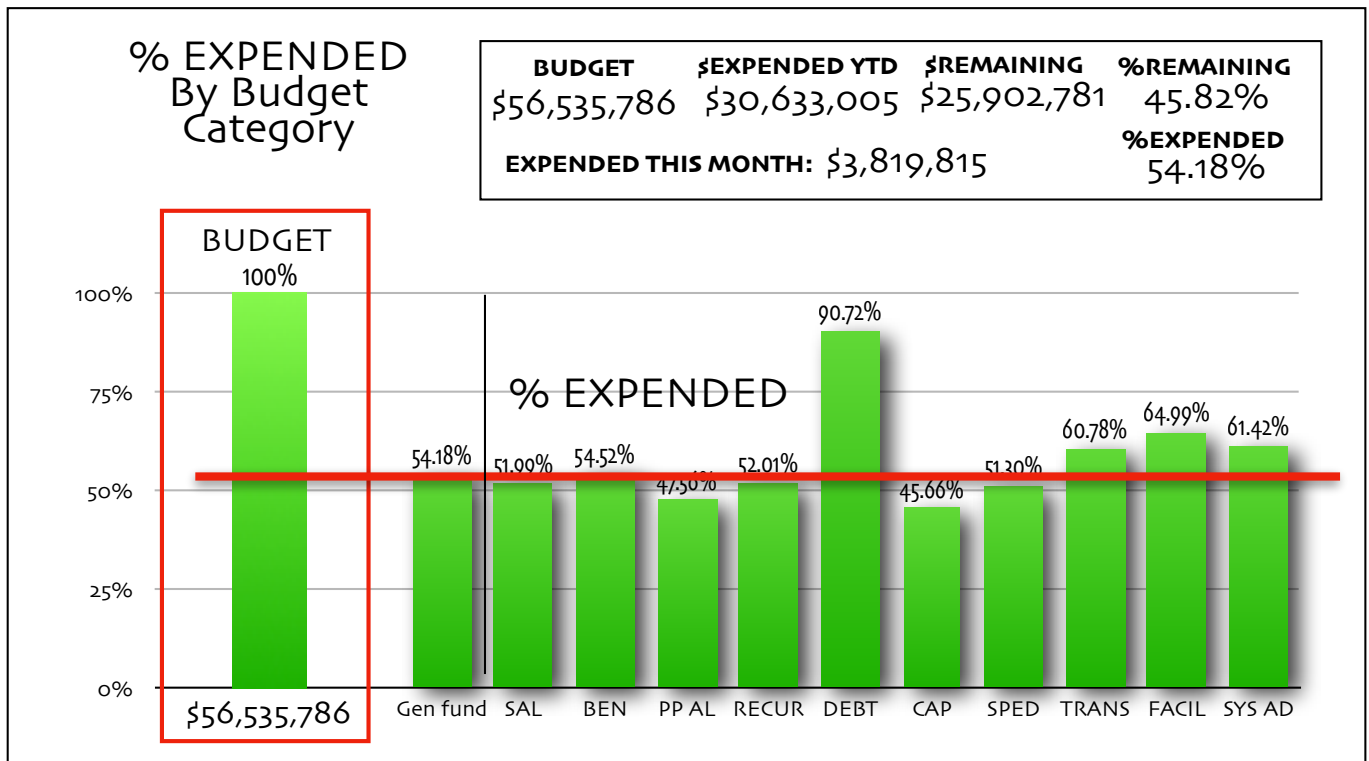


Finance & Facilities Meeting - Financial Dashboards

Item 4-D REVENUES VS. EXPENDITURES - FEBRUARY



Item 4-D EXPENDITURES - FEBRUARY 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
9/30/22	LE School Age (ARP)	2480	215,246	112,240	184,142	31,105	71,901
9/30/22	LE Preschool (ARP)	2515	25,067	11,879	24,979	89	13,100
9/30/22	ESSER1 (CARES)	2605	447,096	445,589	445,589	1,507	0
9/30/23	ESSER2 (CRRSA)	2614	1,851,263	1,574,044	1,733,542	117,721	159,498
9/30/24	ESSER3 (ARP)	2615	4,158,948	1,512,156	3,302,522	856,426	1,790,366
9/30/23	RREV	2616	100,000	0	13,506	86,494	13,506
9/1/24	LMS Sub-Grant	2617	73,018	31,296	31,296	41,722	0
9/30/24	Homeless Children (ARP)	2618	24,668	0	12,116	12,552	12,116
			6,895,307	3,687,204	5,747,692	1,147,615	2,060,488
				53.47%	83.36%		

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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

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.

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AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement ("Lease") made as of this _____, amends and restates an existing Lease Agreement dated _____, 20____, by and between MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 6, a regional school unit created and existing under the laws of the State of Maine and having a mailing address at 94 Main St., Buxton, ME 04093 (hereinafter "Landlord") and the BUXTON-HOLLIS HISTORICAL SOCIETY, a Maine non-profit corporation with a mailing address of P.O. Box 34, Buxton, ME 04093, (hereinafter "Tenant").

WITNESSETH:

ARTICLE I

Premises

Landlord hereby leases, demises and lets unto Tenant and Tenant hereby leases and takes from Landlord for the term and upon the terms and conditions set forth in this Lease the following described premises:

The following premises (collectively, hereinafter, the "Premises):

(a) the building located at 100 Maine Street, Buxton, Maine, known as the Old Administrative Office Building (the "Old Administrative Office Building");

(b) the shared use of the septic system serving the Old Administrative Office Building, including the portions of the septic system located on the under Landlord's 6.3 acre lot behind the public library on the opposite side of Main Street;

(c) the shared right to use, in common with Landlord, the paved access drives and ways and parking lot that serve the Old Administrative Office Building and the Landlord's adjoining administrative office building (the former Eliza Libby School);

(d) the shared right to use, in common with Landlord and others, the existing well for water supply to the Old Administrative Office Building, including watering minimal plantings by special permission of Landlord.

Landlord reserves the right, with advance 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 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

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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 P. & S.L. 2022, ch. 23, (the “20-Year Lease Law”), notwithstanding section 4103(2)(A) of Title 20-A of the Maine Revised Statutes, the initial term of this Lease commences on the date provided above (the “Commencement Date”), and continues for a term of twenty (20) years.

ARTICLE III

New Leases

Pursuant to the 20-Year Lease Law, at no time will the term of this Lease exceed twenty (20) years. Beginning in 2023 the expiration date for this lease will be twenty years from the Commencement Date, provided, however, that that, subject to Landlord’s termination rights under subsection (c), 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 (20) 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 Article.
- (b) Second New Lease.** On the tenth anniversary date of the commencement of the term of the First New Lease, unless terminated by the 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 (20) 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 Article.
- (c) Lease Termination.** Notwithstanding the foregoing, if the Tenant or the Landlord gives written notice of termination to the other party prior to 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.
- (d) Right of First Refusal.** Pursuant to section 4103(3) and (4) of Title 20-A of the Maine Revised Statutes, 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, or after two years, by sealed bid. 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 further subject to the statutory rights of first refusal of charter school(s) pursuant to 20-A M.R.S.A. §2414, to the extent applicable. The right of first refusal is exercisable for the then 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 sale agreement on terms acceptable to Landlord within thirty (30) days of Landlord's notice to Tenant of a proposed sale on the open market. If Tenant does not sign a purchase and sale 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 thirty (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.

ARTICLE IV

Rent

Commencing on the Commencement Date, the Tenant agrees to pay the Landlord a base annual rental amount for each year of the initial term and of each renewal term the amount of Twelve Dollars (\$12.00) per year.

ARTICLE V

Possession

Landlord shall deliver physical possession of the Premises to the Tenant on the Commencement Date.

ARTICLE VI

Alterations

Tenant may make alterations to the building in order to bring it to its original 1912 condition or to meet current codes at the expense of the Tenant and subject to the requirement that it notify the Landlord of its intent to make such alterations and the Landlord has submitted no objection thereto with seven (7) days after such notice. Damages to the building structure during renovations will be corrected at the expense of the Tenant. All structural alterations shall remain property of the Landlord and shall remain at the Premises following the expiration or termination of this Lease.

ARTICLE VII

Machinery, Equipment, Furniture and Fixtures

Except as set forth herein or otherwise agreed in writing, all machinery, equipment, and furniture of any kind brought to or installed in, on or about the Premises shall be and remain the property of the Tenant. If any equipment, machinery, or furniture owned by Tenant shall become fixtures, the Tenant may remove such machinery, equipment, furniture, or fixtures at any time, so long as any damage caused by such removal is repaired at the Tenant's expense. This Article does not apply to work or renovations to the Premises in the nature of capital improvements, utility and electrical upgrades, structural improvements and the like, but instead applies solely to removable machinery, equipment, furniture, and fixtures.

ARTICLE VIII

Repairs, replacements and Maintenance

Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the same as suitable for the use intended by **Tenant and accepts the Premises AS-IS**. Tenant acknowledges that Tenant has had the opportunity to inspect the Premises prior to taking physical possession. Tenant to schedule Septic Inspection. Landlord to provide septic information, i.e. tank location, age, last maintenance date(s). Without limitation of other possible defects, including latent defects, Tenant acknowledges that the roof, the electrical, plumbing, and other building systems, the furnace and the chimney liner may need to be repaired or replaced, and that the Premises has mold that needs to be remediated. Tenant at its sole expense shall keep the Premises, including buildings and building systems, all other improvements to the Premises, foundation plantings, the Septic System and the well in good order and repair in compliance with all applicable laws and building codes, and shall be fully responsible at its sole expense for all maintenance, repairs and replacements of the Premises, including without limitation items of a capital nature, except that Landlord shall repair and maintain at Landlord's sole expense only the following items: (a) the shared access drives and parking lot, including plowing; (b) the surface of Landlord's 6.3 acre lot on which the septic system of the Premises is located, except that Tenant shall restore that lot to its prior condition after any maintenance, repair or replacement by Tenant of the septic system; (c) the existing shared well; (d) if at such time Landlord elects to connect to the septic system of the Old Administrative Office Building, Landlord may do so at its sole expense, and thereafter shall be solely responsible for the repair, maintenance and improvement of the shared portion of the septic system from the Landlord's point of entry into the shared system.; (e) if Tenant causes portable classrooms to be removed from Premises at its sole expense through a process approved by the Landlord, the Landlord is responsible for restoring the ground under the portables to a condition of their preference and the Tenant is responsible for restoring the rear wall of the Premises and adding a new handicap assessable entrance approved by the Landlord.

Tenant at all times shall keep the Premises free from liens and attachments, including statutory liens of Tenant's contractors, subcontractors, and materialmen, and Tenant agrees to indemnify and hold harmless Landlord from and against all costs and expenses, including reasonable attorney's fees, arising out of or in connection with liens, claims, and demands of any persons claiming by, through or under Tenant, including statutory liens on any portion of the Premises or on Landlord's adjoining property, that arise out of or in connection with services

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performed at or on, or materials supplied for, the Premises. Tenant's obligation under this paragraph shall survive termination of this Lease.

ARTICLE IX

Prohibition on Assigning and Subletting

Tenant shall not assign this lease or sublet the Premises or any portion thereof unless approved by the Landlord. In the event of any attempted assignment or subletting without prior written approval, Landlord may terminate this Lease.

ARTICLE X

Insurance and Indemnification

Tenant's insurance policies required by this Lease shall be issued by an insurance company licensed to do business in the State of Maine. Tenant shall keep such insurance in force for the initial term and every renewal term of this Lease. Prior to the Commencement Date, Tenant shall furnish Landlord with insurance certificates evidencing the coverages required by this Lease; such certificates shall require written notification to Landlord of cancellation or material change; and Tenant shall furnish Landlord with renewal certificates in advance of each period of coverage.

Tenant, at its sole cost and expense, shall keep Commercial General Liability Insurance with a combined single limit, each Occurrence and General Aggregate, of at least \$2MM, which policy shall insure against injury to persons and damage to property at or near the Premises and which policy shall include contractual indemnification coverage and name Landlord as an additional insured. Prior to any extension term, Landlord may review the amount of Commercial General Liability coverage carried by Tenant and may require that the policy limits and coverages be increased, provided the changes are reasonable and the cost is not commercially unreasonable. Landlord will continue building insurance under their master policy.

Tenant shall insure Tenant's personal property within the Premises in amounts and upon terms as reasonably determined by Tenant.

Tenant agrees to indemnify and hold harmless Landlord, its employees, officers and directors, from and against any costs, expenses (including reasonable attorneys' and paralegals' fees and costs) claims, suits, judgments, executions, and demands arising out of or in connection with bodily injury (including death), personal injury, property damage (including damage to Landlord's own real or personal property), or any other loss, to the extent such loss arises in any way from use by or negligent, reckless or intentional activities or omissions of Tenant, its officers, directors, employees, or invitees, on, near or about the Premises, including any portions of the Premises shared with Landlord, during the initial term or any renewal term of this Lease. Tenant shall indemnify Landlord against all costs and expenses, including reasonable attorney's fees,

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incurred in enforcing this provision. Tenant's obligations under this Paragraph shall survive termination of this Lease.

ARTICLE XI

Signs

Tenant shall not paint or place any signs, displays, advertising devices or the like upon or about the Premises which are visible from outside of the Premises without the prior consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE XII

Compliance with Laws

Tenant agrees that it will not knowingly do, and will not knowingly permit its agents, servants, invitees, and guests to do anything in, on or about the Premises or Campus, which would result in adverse and notorious publicity or affect the good name and reputation of the Landlord. Tenant shall provide fire extinguishers within the Premises as required by applicable law, and shall not store any dangerous, flammable, or other toxic materials or any hazardous materials on or near the Premises or Campus, except those materials customarily used in ordinary course of Tenant's operations, such as cleaning supplies.

Tenant will comply with and ensure that the Premises at all times throughout the Term (whether at the beginning of the Term or thereafter) conform with all local and State codes and zoning provisions, that it will apply for, at its sole cost, and obtain, at its sole cost, all permits required therefore and that it shall ensure that the facilities conform with all requirements relating to the Tenant's operation of the Premises. Tenant shall be solely responsible for costs and expenses related to connection to any public water and sewer that may ever be extended to the Premises, and the cost and expense of any future requirement of applicable government authority with respect to the use and operation of the Premises.

With respect to the interior and exterior portions of the Premises, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as well as any state or local ordinance requirements for handicap accessibility as the same may be amended from time to time. Tenant hereby expressly assumes all responsibility for compliance with the ADA and other handicap access requirements relating to the interior and exterior of the Premises. Any alterations to the Premises made by Tenant for the purpose of compliance therewith shall be done in accordance with this Lease, provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the same, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA or other applicable handicap access requirement. Tenant agrees to indemnify and hold harmless Landlord from and against all costs and expenses, including reasonable attorney's fees, arising out of or in connection with liens, claims and demands of any persons that arise out of or in connection with non-compliance of any portion of the Premises with the ADA or other handicap access law, regulation, rule or ordinance. Tenant's obligations under this Paragraph shall survive termination of this Lease.

ARTICLE XIII

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 XIV

Tenant Default

(a) If any one or more of the following events (herein sometimes called “events of default”) shall occur:

(i) if default shall be made in the punctual payment of Rent or any other payment due from Tenant to Landlord under this Lease, when and as the same shall become due and payable, and such default shall continue for a period of seven (7) days after written notice from Landlord to Tenant specifying the items in default; or

(ii) if default shall be made in the payment of Rent or any other payment due from Tenant to Landlord under this Lease, when and as due, more than twice within a 12-month period (i.e., the third such default within a 12-month period shall not be curable); or

(iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants, or conditions contained in this Lease, other than those referred to in the foregoing subsections (i) or (ii), and such default shall continue for a period of ten (10) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default that cannot with due diligence be cured within said ten (10) day period, Tenant fails to proceed within said ten (10) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time that under all prevailing circumstances shall be reasonable; or

(iv) if Tenant shall file a voluntary petition in bankruptcy, or shall have filed against it a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file or have filed against it any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to any assignment of the Tenant’s property for the benefit of creditors or the appointment of any bankruptcy or insolvency trustee, receiver, conservator, or liquidator of Tenant or of all or any substantial part of its properties or of the Premises;

then and in any such event Landlord, at any time thereafter, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after

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the giving of such notice, and upon the date specified in such notice this Lease and the term and all rights of Tenant under this Lease, including any renewal or extension privileges whether or not exercised, expire and terminate, and Tenant shall remain liable as hereinafter provided.

(b) Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord may without further notice and without being deemed guilty of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant, enter upon and reenter the Premises and repossess itself thereof, by force, summary proceedings, or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises, and may have, hold and enjoy the Premises and the rights to receive all rental income of and from the same.

(c) No such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, shall relieve Tenant of its liability and obligations under this Lease, whether or not the Premises shall be re-let, and Tenant covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, to remain liable to Landlord as follows:

(i) Tenant shall remain liable to Landlord for all overdue Rent and other charges, including attorneys' fees, interest and penalties payable under this Lease.

(d) Notwithstanding anything to the contrary set forth herein, the Landlord and Tenant acknowledge and agree that, upon Tenant's default hereunder, the Landlord shall not be required to mitigate damages or take any other action to reduce Tenant's liability hereunder.

(e) Landlord shall have the option, but not the obligation, to take any and all steps reasonable or appropriate, in its discretion, to cure any default by the Tenant under the terms of this Lease. In the event that the Landlord elects to effect such a cure on Tenant's behalf, the Tenant shall be obligated to pay all costs incurred by the Landlord in effecting such cure as more fully described in Article XI, above.

ARTICLE XV

The Landlord and Tenant each agree that this lease is granted pursuant to the 20-Year Lease Law, 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 Law, the terms of the 20-Year Lease Law shall control.

ARTICLE XVI

Waiver

The parties covenant and agree that, except as herein otherwise provided, the rights and remedies of the parties under this Lease shall be cumulative and that the exercise of any one of them shall not be exclusive of any other right or remedy provided by this Lease or otherwise

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allowed by law or in equity. The waiver by a non-breaching party of any breach of any covenant or covenants or conditions of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any other or further breach of any covenant or covenants or conditions or failure or omission on the part of the breaching party to perform any other different covenant or condition on the same or any other occasion. The receipt of any rent or other amounts or any portion thereof shall not operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rent or any of the other rights of Landlord under this Lease, by any remedies which may be available to Landlord.

ARTICLE XVII

Mutual Waiver of Subrogation

Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost, or damages to persons or the Premises or any other casualty, including any deductibles and self-insured amounts, as long as such injury, loss, cost, or damage is covered under the terms of any Property, General Liability, or other policy of insurance required to be carried by Tenant or Landlord, as applicable, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible.

ARTICLE XIII

Damage to Premises

If the Premises shall be so damaged by fire, the elements, casualty, war, insurrection, riot, public disorder, acts authorized on the part of any governmental authority or any cause or happening so as to be substantially destroyed, then Landlord or Tenant may terminate the Lease.

ARTICLE XIX

Eminent Domain

If the whole of the Premises, or such portion thereof as will make the Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Lease shall terminate from the time when possession is taken by such public authority and rental shall be accounted for between the Landlord and Tenant as of the date of surrender of possession. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

ARTICLE XX

Quiet Enjoyment

Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term, without hindrance or molestation by anyone claiming by, through or under Landlord.

ARTICLE XXI

Hazardous Materials

“Hazardous Materials” as used herein shall mean any radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substance, oil or other petroleum products, asbestos, PCBs, radon or materials related to any of the foregoing, including materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.), the Uncontrolled Hazardous Substance Sites Law (38 M.R.S. §§ 1361, et seq.), or other applicable laws of the United States or of Maine or other states which may apply to similar materials, existing on the Premises (“Environmental Laws”).

Tenant represents:

(i) Tenant shall not cause or suffer any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises.

(ii) Tenant shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.

(iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Premises, the public or the environment.

(iv) Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises.

(v) Tenant shall permit, with advance notice to the Tenant, entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's

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compliance with its covenants set forth in this Paragraph and to perform other environmental inspections of the Premises.

(vi) If Landlord conducts any environmental inspections because it has reason to believe that Tenant's activities have or are likely to result in a violation of Environmental Laws or a release of Hazardous Materials on the Premises, then Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord for such inspections, provided Tenant is found to have violated Environmental Laws.

(vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or creates an unreasonable risk of violation of any Environmental Laws.

(viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Premises resulting from Tenant's activities on the Premises.

(ix) Indemnification. Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs, liabilities or losses (including reasonable attorney's fees) arising out of any use, generation, storage, discharge or disposal of Hazardous Materials at, to or from the Premises.

(x) Survival. The obligations of Tenant in this Paragraph shall survive the expiration or termination of this Lease.

ARTICLE XXII

Notice

Any notice required to be given hereunder by either party shall be in writing and shall be mailed by overnight courier service or delivered in hand to:

Landlord at:

Maine School Administrative District No. 6
94 Main Street
Buxton, ME 04093

Tenant at:

Buxton-Hollis Historical Society
P.O. Box 34
Buxton, ME 04093

or at such other addresses as may from time to time be designated in writing by the addressee to the other party.

ARTICLE XXIII

Modifications

No modifications of this Lease shall be binding unless in writing executed and acknowledged by both parties.

ARTICLE XXIV

Captions

The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease, nor shall they be considered in the interpretation of any of the provisions hereof.

ARTICLE XXV

Successors and Assigns

Except as set forth expressly herein, all provisions hereof bind and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE XXVI

Memorandum to be Recorded

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

ARTICLE XXVII

Costs

Tenant agrees to pay all reasonable expenses and attorneys' fees, including expenses and fees arising from or in connection with arbitration, and any pretrial, trial, and appellate proceedings, incurred by Landlord in enforcing any obligations of Tenant or any remedies of Landlord hereunder. For the purposes of this Lease, it is understood and agreed that if, following the occurrence of an event of default, Landlord shall institute an action or other proceeding against Tenant to enforce any of the terms, covenants or conditions of this Lease or recover any amount to be paid under this Lease, and after the institution of such action or proceeding and before judgment shall or can be entered the Tenant shall comply with such terms or condition of this Lease, then and in that event, the action, motion or proceeding instituted by the Landlord shall be deemed under the paragraph to have resulted in a judgment, decree or order in favor of the Landlord.

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IN WITNESS WHEREOF, the undersigned have caused this Lease Agreement to be executed under seal as of the date and year first above written

Witness:

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 6

Clay Gleason, Superintendent of Schools

BUXTON-HOLLIS HISTORICAL
SOCIETY

Janice K. Hill, President

Finance & Facilities Meeting - BAC POLICY DAB REVISION

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NEPN/NSBA Code: DBA

BUDGET ADVISORY COMMITTEE

In the interest of promoting a school culture of transparency, accessibility, and community engagement, the MSAD 6 Board of Directors, pursuant with the provisions of Policy BDF, hereby establishes the MSAD 6 Budget Advisory Committee and issues the following rules and procedures governing the scope of its activities.

Section 1: Scope of Activity. The Budget Advisory Committee (hereinafter referred to as "BAC") shall assemble in December of each fiscal year and meet periodically thereafter for the purpose of providing advice to the Board of Directors ("Board") and the Superintendent relating to the production of the school district budget for the following fiscal year, the overall financial health of the school district, opportunities for cost-savings, spending priorities, revenue options, and other long- or short-term financial planning goals.

Section 2: Composition. The total voting membership of the BAC shall consist of not more than thirty-four (34) voting members of the school community appointed by Board's Finance and Facilities Committee ("FFC" or "Finance Committee") in accordance with the following guidelines;

- Category A shall consist of not more than twelve (12) voting members of whom shall be residents of MSAD 6, parents or guardians of currently enrolled Bonny Eagle students living in MSAD 6, and not belonging to any other category.
- Category B shall consist of not more than ten (10) voting members of whom shall be municipal officials elected or appointed to serve on a board, council, or committee of a town government within MSAD 6, or elected or appointed to serve in an agency, department, or commission of state or federal government.
- Category C shall consist of two (2) ex-officio voting members of whom shall be the Chairman of the Board, or their designee, and the Chairman of the Board's Finance and Facilities Committee, or their designee.
- Category D shall consist of not more than four (4) voting members of whom shall be members faculty or staff in a school, program, or department of MSAD 6.
- Category E shall consist of not more than two (2) voting members of whom shall be an administrator for a school, program, or department of MSAD 6.
- Category F shall consist of not more four (4) voting members of whom shall be currently enrolled Bonny Eagle students.

Not more than six voting members of the BAC shall be under the full-time employment of MSAD 6, and all voting members of the BAC shall be residents of MSAD 6, except that the Finance and Facilities Committee may, by unanimous consent, waive this provision for the member categories D, E, and F. **The Finance and Facilities committee may adjust the proportions of members in categories A and B if there are vacancies.**

The Superintendent of Schools is an ex-officio member of the BAC, and they may appoint any number of non-voting members who have professional expertise in matters related to the BAC's scope of activities. The Superintendent, along with their appointees, shall not be

Finance & Facilities Meeting - BAC POLICY DAB REVISION

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entitled to vote, serve as an officer of the BAC, make or second motions, or count towards the determination of a quorum.

Section 3: Terms of Office. The terms of office for members of the BAC shall commence upon appointment by the Finance and Facilities Committee, and shall expire once the school district budget is ratified by the voters.

Section 4: Selection of Members. The District shall publicly solicit applications to join the BAC through local media, announcements to community groups, parent organizations, and by other media. Applications shall be received and sorted by the Superintendent, referred to the Finance Committee, which then shall vote to fill seats on BAC. The Chairman of the Finance Committee is authorized to make appointments anytime a vacancy occurs thereafter.

To aid the Committee in appointing the BAC, the Board directs the Superintendent to prepare an application form which requests the following information from applicants:

- Full name, physical and mailing address, phone number, and email.
- Professional experiences related to the scope of the BAC's activities.
- Number of children, if any, attending Bonny Eagle schools.
- Affiliation, if any, with federal, state, or local governments.
- Category of membership which best describes the applicant
- Other information requested by the FCC or Superintendent

~~In determining which applications for membership shall be approved, the Finance Committee shall extend favorable consideration to the following:~~

- ~~• Regional Representation~~
- ~~• Previous terms of service on the BAC, and/or record of public service in a local or state government, or in the federal government.~~
- ~~• Applicant experience in financial management, accounting, or other professional experience relevant to the scope of the BAC's activities.~~

In cases where more applicants applied than there are seats available, the Finance Committee is empowered to exercise its discretion in determining which candidates shall be appointed, but it ~~shall~~ **may** give preferential consideration to candidates who;

- Reside in a municipality of MSAD 6 having the least number of applications
- Have professional expertise in matters relevant to the scope of the BAC's activities
- Previously applied for BAC membership but were rejected without adverse cause, and
- Have previously served on the BAC

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Cross Reference: BDF – Board Advisory Committee
DB – Annual Budget
DBG – Budget Adoption Process

Effective: March 16, 2015
Revised: January 7, 2019; June 7, 2021; December 20, 2021
Reviewed: April 5, 2021; May 3, 2021; December 20, 2021

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- Applied closest to the date which applications were opened

Members shall not ever be appointed at random

Section 5: Officers. At its first meeting each fiscal year, the BAC will elect a Chairman and Vice Chairman. The Chairman shall preside at all meetings of the BAC in accordance with commonly accepted parliamentary practices, set the agenda for each meeting in consultation with the Superintendent, and other responsibilities appointed by the BAC. The Chairman shall also have power to remove any member or attendee, excepting those carrying a valid MSAD 6 employee photo identification card, from the meeting premises for disruptive, disorderly, or for other poor conduct, and in so doing, may request the assistance of law enforcement at the expense of MSAD 6.

The Vice Chairman shall serve as Chairman in the absence of the, Chairman. If the Chairman is removed from office, dies, resigns, or is otherwise incapacitated, the Vice Chairman shall become the Chairman.

The Superintendent shall keep and maintain accurate minutes of each BAC meeting, and shall serve as, or may appoint from the voting membership of the BAC a, presiding officer in order to call together the first meeting of the BAC and preside over its proceedings until a Chairman is elected.

Section 6: Responsibilities of Membership. Members Of the BAC, having been reposed special trust and confidence by the MSAD 6 Board of Directors, are required to attend all meetings of the BAC unless excused by the Chairman, to act in good faith, and they shall, at all times, obey federal, state, and local law and the policies and rules of MSAD 6.

The Finance and Facilities Committee shall have power to expel a member of the BAC for violations of this policy or for other conduct unbecoming a member of the BAC. Expulsions of membership shall be unappealable and final.

Section 7: Resources. The Superintendent shall provide the BAC with current, historical, and projected financial information of the District, a budget calendar and approximated timeline, projected and actual EPS funding, and the current year income and expenses for all programs.

Section 8: General Parameters. All BAC proceedings shall be open to the public, and any records produced shall be maintained by MSAD 6.

The BAC, subject to availability, shall be entitled to use MSAD 6 facilities to conduct business.

The MSAD 6 Board of Directors retains its authority to adopt the budget of MSAD 6.



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE

Facilities Items

FACILITIES ITEMS

ITEM 6. FACILITIES DISCUSSION ITEMS

A - D/ Facilities Update – Adam Thibodeau

ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS

A. – D/ Other Discussion Items

Finance & Facilities Meeting Packet

Wednesday March 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 - Facilities Update

Item 6-A



Facilities Update - 3/8/23 Meeting

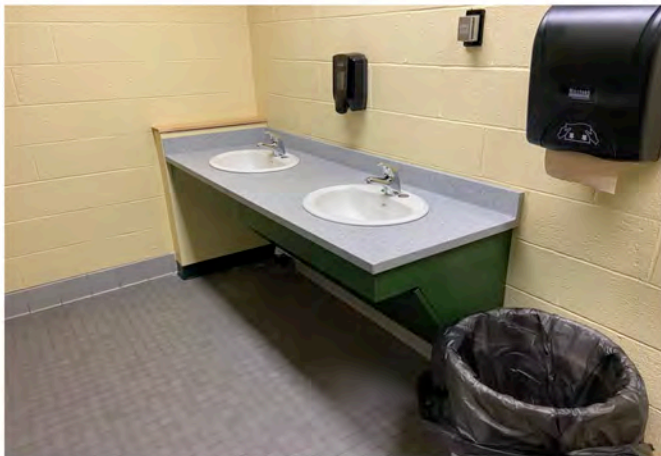
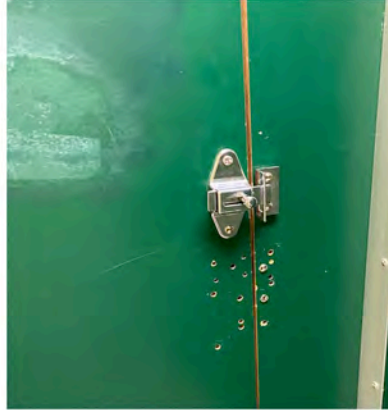
- BEMS Greenhouse - Installed heating/cooling control to limit fuel usage
- GEJ - Replaced control program for building automation system (again).
- MSAD #6 Warehouse - Installation of electrical, mechanical and insulation ongoing.
- Jack Memorial - Contracted with Power Products for annual service of the existing generator.
- Jack Memorial - Price received to replace the existing generator with a new model that will provide power to the entire facility.
- Kone Elevator Service Contract - Existing terminates this year. Extended existing contract for 5 more years at a 6% increase in cost. Grease and lube contract only. Full service is ~\$30k/year...we only spend \$10k to \$15k now including our existing service contract. Decision to stay with grease and lube only contract.
- District Sanitary Survey Completed by MDWP. Corrective actions taken to items identified by the State.
- Quarterly samples for PFAS taken. Results received for Hollis and Frank Jewett. HS/MS pending.
- PFAS Mitigation - Hollis and Frank Jewett design documents at 100%. Ready for advertisement.
- BEMS - Bathroom Upgrades (near cafeteria - see photos)
- GEJ - Continued repairs and claim handling from freeze-up.
- BCES - Rekey 90+ doors to work with the new District master key system.
- HBE - Plans to rekey the building based on the District master key system.
- Bus Filling Propane - "BE Proud"
- Spring Sports - Met with AD from BEHS and BEMS to review spring sport requirements

See more below...

Finance & Facilities Meeting - Facilities Update

Item 6-A

BEMS Bathrooms (Near Cafe)



MSAD #6 Warehouse



Finance & Facilities Meeting - Facilities Update

Item 6-A



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 single sheet 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.

