



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee

FINANCE & FACILITIES COMMITTEE MEMBERS

				
Debra M. Black At-Large Board Member; Term Expires 2026 (June) Limington Residency dblack@bonnyeagle.org 207-637-3162	Kelley C. Heath At-Large Board Member; Term Expires 2024 (June) Hollis Residency kheath@bonnyeagle.org 207-727-4518	Donald G. Marean At-Large Board Member; Committee Vice-Chair Term Expires 2025 (June) Hollis Residency dmarean@bonnyeagle.org 207-727-5527	Cynthia J. Meserve At-Large Board Member; Term Expires 2026 (June) Buxton Residency cymeserve@bonnyeagle.org 207-838-7287	John M. Sargent At-Large Board Member; Committee Chair Term Expires 2026 (June) Standish Residency jsargent@bonnyeagle.org 207-776-9687

Finance & Facilities Meeting Packet

Thursday, September 14, 2023

Finance & Facilities Meeting Agenda

Finance & Facilities Meeting

Thursday, September 14, 2023

3:00 pm – 4:30 pm Central Office Conference
Room

- ITEM 1 Call to Order
 - ITEM 2 Public Comments
 - ITEM 3 Approve Minutes of Previous Finance and Facilities Meeting
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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 for Gate Funds to replace Discus Cage / Eric Curtis, CAA
 - B. - D/ Article: *Saving ESSER Funded Efforts*
-

FACILITIES ITEMS

- ITEM 6. FACILITIES DISCUSSION ITEMS
 - A - D/ Facilities Update – Adam Thibodeau
 - ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS
 - A. – D/A Review: Electricity 101 MPO synopsis and anticipated new
Electricity Contract w/Constellation NewEnergy through MPO
 - B. – D/ Review Correspondence from Bill Stockmeyer re: BH society lease
of old Administrative Office Bldg.
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ITEM 8. ADJOURNMENT

Respectfully submitted
William Brockman
Business Manager of Finance & Operations

Finance & Facilities Meeting - Public Comments

Rules for Public Comments at Finance & Facilities Meetings

Public comment from residents of MSAD6 towns will be allowed at the following times during MSAD6 Finance & Facilities meetings in 2023 and 2024

- At the beginning of the meeting.

At other times during the meeting, usually between topics, at the discretion of the Chair. If it appears that progress on the agenda is lagging, the Chair may restrict the times when comments are allowed during the meeting. At any other time when a Committee member asks for and receives unanimous consent for a non-member to speak.

A person who wishes to comment will be asked to state his/her name and town of residence, and the person will be asked to be concise and brief. Comments stated by others should not be repeated, except that expressing agreement is acceptable.

At each comment opportunity, the time limit is 3 minutes per person and 10 minutes in total. The Chair will monitor and call time as may be necessary.

A comment that is a question may or may not receive a response, at the Committee's discretion. It is not the purpose of this public comment opportunity to allow a back-and-forth discussion with a commenter, unless the Committee so desires.

An attempt will be made to fairly record in the meeting minutes the substance of the public comments, but the Committee does not guarantee completeness or accuracy.

The Committee at any time may vote to modify or rescind these public comment rules.

Finance & Facilities Meeting - Minutes

Item 3

Bonny Eagle School District

FINANCE-FACILITIES COMMITTEE MEETING MINUTES

Thursday, August 17, 2023/3:00 p.m.

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

Present: Debra Black
Kelley Heath
Don Marean, Vice-Chair of Finance-Facilities
Cindy Meserve
Nathan Carlow, Board of Directors Chair

Excused: John Sargent

Other: Bill Brockman, Business Manager
Clay Gleason, Superintendent
Dawn Pooler, Finance Manager
Sarah Marean, Director of Transportation
Doug Havu, Head Mechanic

Meeting Packet link: [Finance-Facilities Meeting Packet 8/17/23](#)

1. Mr. Marean called the meeting to order at 3:15 p.m.

2. **Public Comments**
There were no Public Comments as this time.

3. **Approval of the previous Finance-Facilities Committee Meeting Minutes**

Moved by Ms. Black: seconded by Ms. Heath:

To approve the minutes of the July 12, 2023 Finance-Facilities Committee meeting as presented.

**VOTED: "Yes," 2 with Mr. Marean abstaining as he did not attend the 7/12/23 meeting.
Minutes are approved by majority.**

4. **Surplus Vehicle Bids**

Mr. Marean opened the two bids received. Bidders were CIA Salvage and Ann Clukey. Bid results can be viewed here: [Surplus Vehicle Bid Results](#)

Mr. Brockman recommends awarding bus #70 to Ann Clukey and all the others to CIA Salvage.

Moved by Ms. Heath; seconded by Ms. Black

To accept the bid for bus #70 from Ann Clukey and to accept the bids for the remaining surplus vehicles from CIA Salvage.

VOTED: "Yes" Unanimous

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

Finance & Facilities Meeting - Minutes

Item 3

- a. Review of the A/P and Payroll Warrants
July warrants: [Warrant Summary July 2023](#)
- b. The Top 25 Expenditures were reviewed. [Top 25 Expenditures July 2023](#)
- c. Financial Report:
Ms. Pooler reviewed the Financial Report: link to the report is [Financial Report Final June 2023](#)
Ms. Pooler noted that the figures here are not the audited figures as the district is still wrapping up the audit for FY'23. All articles came in either at or below budget. Article 9 remaining balance will be put in the Facilities Capital Reserve Fund.

The FY'24 [Financial Report for July 2023](#) looks good to date noting that it is quite early in the fiscal year.
- d. Mr. Brockman shared with the committee the Dashboard for FY'23 ending balances as well as for the new fiscal year FY'24. These provide an overview of expenditures and revenues by category, which can be found on pages 17 through 23. [Meeting Packet 8/17/23](#)

Mr. Brockman reviewed Unaudited Year End balances for FY'23 for the two Capital Reserve accounts that have been established through the Referendum vote.
 - Technology Capital Reserve estimated balance to go into the reserve (unaudited) is \$466,291.63
 - Facilities Capital Reserve estimated balance to go into the reserve (unaudited) is \$781,430.41
Mr. Brockman reminded the committee that in order to access funds from these accounts requires a two-thirds approval vote from the Board of Directors.

Mr. Brockman reviewed Fund Balance from FY'21 through FY'23-year end (unaudited) which can be found on page 25 of the meeting packet. He anticipates ending the year at around \$10,791,842.
 - Ms. Heath asked for clarification of the Warrant Summary and whether these figures (page 12 of meeting packet) included revenues. Mr. Brockman responded that the Warrant Summary is only expenditures.
 - Ms. Heath inquired what the Technology Reserve fund might be used for such as student devices. Mr. Brockman responded that there were not enough funds to accomplish that and those purchases would likely be in the form of a Lease Purchase but the capital reserve could be used to issue a lease payment in that situation. Mr. Brockman noted that these funds could be used to enhance network security as needed.
 - Both of these Reserve Accounts have their own separate bank accounts.
- e. COVID Funding Update: [July 2023 Covid Funding Update](#)
Ms. Pooler reviewed the funding update provided in the link above. Ms. Pooler noted that there is \$645,639 of available funds left to spend. There are several that will be ending as of 9/30/23. ESSER 3 will have one more year.

Other Finance Discussion Items:

- a. Discussion Item – Article: Bonny Eagle Transportation makes the Big(ger) stage with School Transportation News [STN Article](#). Mr. Gleason had been invited to speak and be on a panel at the

Finance & Facilities Meeting - Minutes

Item 3

Reno, Nevada Expo on the integration of propane buses and creating a “green” fleet. Mr. Gleason shared some of what was discussed at the conference and felt the recognition to the district is positive.

7. **Facilities Update**

- a. Facilities Update – Mr. Thibodeau was unable to attend the meeting and the update will be reviewed at the next meeting in September.
[Facilities Update 8/17/23](#)
- b. Mr. Brockman shared a photo of the PFAS system that has been installed at Bonny Eagle High School. As many of the school sites have not been used regularly over the summer all the systems will require a good flushing prior to start of the school year.
- Ms. Meserve said she has received several calls in regards to the propane tanks at BEMS wondering if they could be painted in Bonny Eagle colors or some type of enhancement. Mr. Brockman said that a fence has been installed around the tanks and that they would work on making that area more aesthetically appealing.

8. **Adjournment:**

Moved by Ms. Heath: seconded by Ms. Black

To adjourn the meeting at 4:15 p.m.

VOTED: “Yes,” Unanimously



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
- 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 for Gate Funds to replace Discus Cage / Eric Curtis, CAA
- B. - D/ Article: *Saving ESSER Funded Efforts*

Finance & Facilities Meeting Packet

Thursday, September 14, 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 August-23				
WARRANT				
#	TYPE	DATE		AMOUNT
24.03	AP	08/04/23		\$ 435,071.11
24.03	PR	08/11/23	Gross Payroll	\$ 1,344,456.25
			MainePERS	\$ 220,257.49
SUBTOTAL				\$ 1,999,784.85
24.04	AP	08/18/23		\$ 1,100,291.67
24.04	PR	08/25/23	Gross Payroll	\$ 1,305,740.87
			MainePERS	
SUBTOTAL				\$ 2,406,032.54
GRAND TOTAL				\$ 4,405,817.39

Finance & Facilities Meeting - Top 25 Expenditures

Item 4-B

Top 25 Expenditures August 2023

Accounts Payable Warrants
24-03 & 24-04
Total: \$1,535,362.78

Check #	Vendor	Description	Amount
101	GORHAM SAVINGS LEASING	LEASE PAYMENTS (TRACTOR, COPIERS, IT)	346,448.16
154452	APPLE, INC	IPADS	151,929.00
154542	SMR, INC	ROOF REPAIRS MIDDLE SCHOOL	100,000.00
154408	PATCO CONSTRUCTION, INC	SITE WORK STORAGE BUILDING	81,021.15
154608	PETROLEUM MAINTENACE SYSTEMS, INC	REMOVAL UNDERGROUND STORAGE TANK	79,417.46
154357	AIR & WATER QUALITY, INC	INSTALLATION OF ION EXCHANGE	73,590.00
154585	KILBRETH MANAGEMENT, INC	FLOORS	31,900.00
154568	CENTRAL MAINE POWER	ELECTRICITY EXPENSE	31,671.45
154396	MSMA WORKERS COMP	WORKERS COMP	29,877.00
154465	DIXON HEATING & COOLING	HOT WATER HEATER	29,164.00
154356	ADVANCED PAINTING	PAINTING	28,985.00
154509	MST GOVT LEASING, LLC	COST PER COPY FEES	28,476.99
154436	WD MATTHEWS MACHINERY	FORK LIFT	26,900.00
154562	ADVANCED PAINTING	PAINTING	19,850.00
154383	INTELLIGENT MARKING USA	GPS PAINT ROBOT	15,000.00
154579	HARRIMAN ASSOCIATES	FACILITIES MASTER PLAN SERVICES	13,130.00
154412	PINE TREE WASTE INC.	WASTE REMOVAL	12,424.97
154534	RUTH'S REUSABLE RESOURCES	SUPPLIES-DISTRICT WIDE	12,262.50
154594	MAINE TELECOM SOLUTIONS	CAMERA INSTALLATION EXPENSE	11,882.85
154580	HEARTLAND	ANNUAL RENEWAL NUTRITION POS SOFTWARE	11,057.50
154592	MAINE SCHOOL BOARD ASSOC	MEMBERSHIP DUES	10,462.00
154557	VODAVI TECHNOLOGIES, LLC	TECH ACCESS POINTS	9,863.96
154444	ACTEM	LICENSE / SEESAW	9,200.00
154627	TRICO MILLWORK, INC	COUNTERTOPS FURNISH & INSTALL	9,195.00
154371	CENTRAL MAINE POWER	ELECTRICITY EXPENSE	8,800.70
	% OF ALL AP	77.02%	\$1,182,509.69

Finance & Facilities Meeting - Interim Financial Report

Item 4-C

FY24 YTD REPORT - August

Revenues, Expenditures, and Changes in Fund Balance							
	General Fund Summary: Prepared for the September 14th finance committee meeting	ADOPTED / ADJUSTED BUDGET 2023-24	ACTUALS YTD 2023-24 8/31/2023	% BAL LEFT YTD	PROJECTED YEAR END TOTALS 2023-24	PROJECTED YEAR END BALANCES REMAINING	ACTUALS YTD 2022-23 8/31/2022
2022-2023 GENERAL FUND BUDGET	STATE SUBSIDY (GPA)	\$22,875,038	\$3,537,821	84.53%	\$22,875,038	\$0	\$3,371,919
	BALANCE FORWARD	\$3,500,000	\$3,500,000	0.00%	\$3,500,000	\$0	\$2,350,000
	SPECIAL ED REVENUES	\$175,000	\$5,025	97.13%	\$175,000	\$0	\$22,500
	MISCELLANEOUS REVENUES	\$50,000	\$120,231	-140.46%	\$50,000	\$0	\$47,263
	BUILDING USE RECEIPTS	\$1,000	\$1,207	-20.72%	\$1,207	(\$207)	\$0
	LOCAL TAX ASSESSMENT	\$33,147,726	\$4,159,690	87.45%	\$33,147,726	\$0	\$5,332,980
	REVENUES OVER (UNDER) ESTIMATES	\$59,748,764	\$11,323,974	81.05%	\$59,748,971 A	(\$207)	\$11,124,662
	Article 1 - REGULAR INSTRUCTION	\$22,631,418	\$208,161	99.08%	\$22,221,111	\$410,308	\$605,671
	Article 2 - SPECIAL EDUCATION	\$10,765,717	\$373,146	96.53%	\$10,570,534	\$195,182	\$189,355
	Article 3 - CAREER & TECH ED	\$10,000	\$0	100.00%	\$0	\$10,000	\$0
	Article 4 - OTHER INSTRUCTION	\$1,079,035	\$60,229	94.42%	\$1,059,472	\$19,563	\$65,296
	Article 5 - STUDENT & STAFF SUPPORT	\$5,594,708	\$832,831	85.11%	\$5,493,276	\$101,432	\$461,860
	Article 6 - SYSTEM ADMINISTRATION	\$1,674,400	\$277,682	83.42%	\$1,644,043	\$30,357	\$271,710
	Article 7 - SCHOOL ADMINISTRATION	\$2,510,737	\$318,717	87.31%	\$2,465,217	\$45,520	\$313,103
	Article 8 - TRANSPORTATION & BUSES	\$4,509,084	\$396,750	91.20%	\$4,427,334	\$81,750	\$437,253
CHANGE IN FUND BALANCE	Article 9 - FACILITIES MAINTENANCE	\$9,229,055	\$1,867,861	79.76%	\$9,061,732	\$167,323	\$1,648,485
	Article 10 - DEBT & OTHER COMMITMENTS	\$1,726,610	\$0	100.00%	\$1,695,307	\$31,303	\$0
	Article 11 - ALL OTHER EXPENSES	\$18,000	\$224	98.75%	\$17,674	\$326	\$0
	EXPENDITURES (OVER) UNDER BUDGET	\$59,748,764	\$4,335,602	92.74%	\$58,655,700 B	\$1,093,064	\$3,992,733
	REVENUES OVER / (UNDER) EXPENSES	\$0	\$3,488,373		A + B = C C	\$1,092,857	\$4,781,929
	As a % of Approved Budget		7.26%			1.83%	7.06%
	PROJECTED CHANGE IN FUND BALANCE (FY24 YEAR END)						
	FUND BALANCE BEGINNING OF YEAR					\$12,040,013	
	As a % of ENACTED Budget					20.15%	
	LESS: FUND BAL Carried Forward FY24					\$3,500,000	
	REVENUES OVER / (UNDER) EXPENSES					\$0	
	LESS:						
	>Article 9 BALANCE to Capital Reserve					(\$167,323)	
	>Article 5 BALANCE to Capital Technology Reserve					(\$75,000)	
	> PROJECTED AUDIT ADJUSTMENTS					(\$225,000)	
	FUND BALANCE END OF YEAR 23-24					\$8,072,691	
	As a % of 22-23 Budget					13.51%	
	NET CHANGE IN FUND BALANCE					(\$3,967,323)	
	PROJECTED CARRY FORWARD 24-25					\$3,500,000	
	FUND BALANCE AVAILABLE FOR FY25					\$4,572,691	
		ADOPTED / ADJUSTED BUDGET 2023-24	ACTUALS YTD 2023-24 8/31/2023	% BAL LEFT YTD	PROJECTED YEAR END TOTALS 2023-24	PROJECTED YEAR END BALANCES REMAINING	ACTUALS YTD 2022-23 8/31/2022
FOOD SERVICE	REVENUES	\$2,028,000	\$59,051	97.09%	\$1,991,232	(\$36,768)	\$79,705
	EXPENDITURES	\$2,028,000	\$53,462	97.36%	\$1,991,232	\$36,768	\$81,305
	BALANCE	\$0	\$5,590		\$0	\$0	(\$1,600)
ADULT EDUCATION	REVENUES	\$376,650	\$24,447	93.51%	\$369,821	(\$6,829)	\$31,458
	EXPENDITURES	\$376,650	\$42,973	88.59%	\$369,821	\$6,829	\$31,947
	BALANCE	\$0	(\$18,526)		\$0	\$0	(\$489)

Finance & Facilities Meeting - Interim Financial Reports

Item 4-C FY24 YTD REPORTS - From ADS Profund Accounting System

MSAD 6 / RSU 6 Articles 01-11 GENERAL FUND TOTALS wo/E

Report # 185033

Statement Code: zAT-E

Account Number / Description	Year Before Last 7/1/2021 - 8/31/2021	Last Year Period 7/1/2022 - 8/31/2022	Enacted Budget 7/1/2023 - 6/30/2024	Current Period 8/1/2023 - 8/31/2023	Reported Period 7/1/2023 - 8/31/2023	Amount Remaining	Percent Remaining
01 Article 1 - REGULAR INSTRUCTION	\$282,095.39	\$605,670.62	\$22,631,418.48	\$147,923.21	\$208,160.74	\$22,423,257.74	99.08%
02 Article 2 - SPECIAL EDUCATION	\$267,336.17	\$189,355.34	\$10,765,716.74	\$227,706.70	\$373,146.43	\$10,392,570.31	96.53%
03 Article 3 - CAREER & TECH ED	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%
04 Article 4 - OTHER INSTRUCTION	\$17,175.52	\$65,295.96	\$1,079,035.34	\$31,937.17	\$60,228.85	\$1,018,806.49	94.42%
05 Article 5 - STUDENT & STAFF SUPPORT	\$642,947.09	\$461,859.58	\$5,594,708.23	\$400,285.09	\$832,830.61	\$4,761,877.62	85.11%
06 Article 6 - SYSTEM ADMINISTRATION	\$237,657.12	\$271,710.02	\$1,674,399.72	\$138,340.94	\$277,714.06	\$1,396,685.66	83.41%
07 Article 7 - SCHOOL ADMINISTRATION	\$322,463.15	\$313,102.79	\$2,510,736.66	\$161,843.06	\$318,717.35	\$2,192,019.31	87.31%
08 Article 8 - TRANSPORTATION & BUSES	\$341,725.76	\$437,253.22	\$4,509,084.10	\$148,450.57	\$396,750.02	\$4,112,334.08	91.20%
09 Article 9 - FACILITIES MAINTENANCE	\$1,415,452.45	\$1,648,485.47	\$9,229,054.73	\$965,010.12	\$1,867,861.49	\$7,361,193.24	79.76%
10 Article 10 - DEBT & OTHER COMMITMENTS	\$0.00	\$0.00	\$1,726,610.00	\$0.00	\$0.00	\$1,726,610.00	100.00%
11 Article 11 - ALL OTHER EXPENSES	\$900.00	\$0.00	\$18,000.00	\$224.25	\$224.25	\$17,775.75	98.75%
GRAND TOTAL	\$3,527,752.65	\$3,992,733.00	\$59,748,764.00	\$2,221,721.11	\$4,335,633.80	\$55,413,130.20	92.74%

MSAD 6 / RSU 6 Categories 10-80 GENERAL FUND TOTALS wo/E

Report # 185034

Statement Code: zCT--E

Account Number / Description	Year Before Last 7/1/2021 - 8/31/2021	Last Year Period 7/1/2022 - 8/31/2022	Enacted Budget 7/1/2023 - 6/30/2024	Current Period 8/1/2023 - 8/31/2023	Reported Period 7/1/2023 - 8/31/2023	Amount Remaining	Percent Remaining
10 Category 10 - SALARIES	\$1,226,742.99	\$1,235,401.29	\$35,047,062.00	\$791,034.67	\$1,493,728.74	\$33,553,333.26	95.74%
20 Category 20 - BENEFITS	\$395,545.77	\$405,918.83	\$11,109,381.00	\$269,626.96	\$497,500.88	\$10,611,880.12	95.52%
30 Category 30 - PPALLOCATIONS	\$306,156.32	\$437,127.03	\$3,130,900.00	\$254,243.25	\$430,755.16	\$2,700,144.84	86.24%
40 Category 40 - RECURRING COST	\$773,224.46	\$1,185,752.80	\$5,730,820.00	\$224,003.71	\$536,620.09	\$5,194,199.91	90.64%
50 Category 50 - DEBT SERICE	\$826,083.11	\$634,653.56	\$3,170,601.00	\$346,448.16	\$1,001,855.67	\$2,168,745.33	68.40%
70 Category 70 - SUPPLEMENTAL - Capital	\$0.00	\$93,879.49	\$1,500,000.00	\$336,364.36	\$375,173.26	\$1,124,826.74	74.99%
80 Category 80 - NEWDEBT	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100.00%
GRAND TOTAL	\$3,527,752.65	\$3,992,733.00	\$59,748,764.00	\$2,221,721.11	\$4,335,633.80	\$55,413,130.20	92.74%

Finance & Facilities Meeting - Financial Dashboards

GENERAL FUND - SAFE ZONES & MONTHLY EXPENDITURES FOR 2023-2024

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
JULY 2023	2023-2024 BUDGET	\$59,748,764		\$2,113,881		3.54%		\$2,113,881		3.54%		\$57,634,883		96.46%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
AUGUST 2023	2023-2024 BUDGET	\$59,748,764		\$2,221,721		3.72%		\$4,335,602		7.26%		55,413,162		92.74%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
SEPTEMBER 2023	2023-2024 BUDGET	\$59,748,764		\$0		0%		\$0		0%		\$0		0%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
OCTOBER 2023	2023-2024 BUDGET	\$59,748,764		\$0		0%		\$0		0%		\$0		0%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
NOVEMBER 2023	2023-2024 BUDGET	\$59,748,764		\$0		0%		\$0		0%		\$0		0%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

GENERAL FUND EXPENDITURES		EXPENDED THIS MONTH		PERCENTAGE EXPENDED THIS MONTH		EXPENDED YTD		PERCENTAGE EXPENDED YTD		YTD BALANCE REMAINING		YTD PERCENT REMAINING			
DECEMBER 2023	2023-2024 BUDGET	\$59,748,764		\$0		0%		\$0		0%		\$0		0%	
SAFE ZONE	<div><div></div></div>														
PERCENT EXPENDED	<div><div></div></div>														

Finance & Facilities Meeting - COVID-19 Funding 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	184,142	214,583	663	30,442
9/30/2022	LE Preschool (ARP)	2515	25,067	24,979	24,979	89	0
9/30/2022	ESSER1 (CARES)	2605	447,096	445,589	445,589	1,507	0
9/30/2023	ESSER2 (CRRSA)	2614	1,851,263	1,733,542	1,733,542	117,721	0
9/30/2024	ESSER3 (ARP)	2615	4,158,948	3,452,363	3,734,286	424,662	281,923
9/30/2023	RREV	2616	100,000	44,845	44,863	55,137	18
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	12,116	20,530	4,138	8,414
			6,895,307	5,928,871	6,249,668	645,639	320,797
				85.98%	90.64%		

Maine Total ESSER Allocation & Funds Spent

Summary Table Last Updated: 08.11.2023
Using data provided by Maine as of 06.30.2023

Source: <https://www.maine.gov/doe/ESSERdashboard>

District	Total ESSER I Allocation	Total ESSER I Spent	Total ESSER II Allocation	Total ESSER II Spent	Total ESSER III Allocation	Total ESSER III Spent	% ESSER III Spent	Total ESSER Allocation	Total ESSER Spent	% ESSER Spent
Biddeford Public Schools	\$564,718	\$564,718	\$2,325,970	\$1,423,090	\$5,225,400	\$1,675,400	32.1%	\$8,116,088	\$3,663,208	45.1%
Gorham Public Schools	\$187,306	\$187,306	\$777,465	\$777,465	\$1,746,611	\$593,505	34.0%	\$2,711,382	\$1,558,277	57.5%
RSU 06/MSAD 06	\$447,096	\$445,589	\$1,851,263	\$1,732,521	\$4,158,948	\$3,172,938	76.3%	\$6,457,307	\$5,351,049	82.9%
RSU 14	\$335,788	\$335,788	\$1,388,437	\$1,228,482	\$3,119,187	\$1,539,629	49.4%	\$4,843,412	\$3,103,899	64.1%
RSU 21	\$155,468	\$155,468	\$642,837	\$642,837	\$1,444,164	\$640,463	44.3%	\$2,242,469	\$1,438,768	64.2%
RSU 35/MSAD 35	\$142,402	\$142,402	\$592,636	\$592,617	\$1,331,384	\$959,665	72.1%	\$2,066,422	\$1,694,684	82.0%
RSU 55/MSAD 55	\$340,083	\$340,083	\$1,413,055	\$826,431	\$3,174,493	\$620,791	19.6%	\$4,927,630	\$1,787,305	36.3%
RSU 57/MSAD 57	\$382,345	\$382,345	\$1,589,281	\$1,406,698	\$3,570,392	\$623,949	17.5%	\$5,542,018	\$2,412,993	43.5%
RSU 60/MSAD 60	\$439,856	\$439,856	\$1,818,743	\$1,325,034	\$4,085,891	\$382,260	9.4%	\$6,344,490	\$2,147,149	33.8%
Saco Public Schools	\$262,993	\$262,993	\$1,101,473	\$829,246	\$2,474,510	\$1,863,747	75.3%	\$3,838,976	\$2,955,987	77.0%
Sanford Public Schools	\$923,456	\$923,456	\$3,803,167	\$3,019,846	\$8,543,991	\$3,484,887	40.8%	\$13,270,614	\$7,428,189	56.0%
Scarborough Public Schools	\$106,145	\$106,145	\$438,893	\$438,893	\$985,994	\$527,311	53.5%	\$1,531,031	\$1,072,349	70.0%
South Portland Public Schools	\$516,210	\$516,210	\$2,113,790	\$2,019,539	\$4,748,726	\$1,159,464	24.4%	\$7,378,726	\$3,695,213	50.1%
Wells-Ogunquit CSD	\$98,765	\$98,756	\$408,378	\$408,296	\$917,440	\$917,379	100.0%	\$1,424,582	\$1,424,431	100.0%
Westbrook Public Schools	\$821,349	\$821,349	\$3,401,554	\$3,207,840	\$7,641,748	\$2,538,344	33.2%	\$11,864,651	\$6,567,532	55.4%
Yarmouth Schools	\$50,907	\$50,907	\$215,755	\$215,754	\$484,704	\$377,891	78.0%	\$751,366	\$644,552	85.8%

Item 5-B



Edunomics Lab is a Georgetown University research center exploring and modeling complex education finance decisions to inform education policy and practice.

A regular update from the Edunomics Lab at Georgetown's McCourt School.

This week the feds updated their ESSER site: districts have a bit over \$70B left to spend down in the next year.

We've been [tracking ESSER spending](#) by state and district, and [if trends hold](#), over half of it will pay for labor. That's people. People who teach or aid in classes, serve as counselors, interventionists, nurses, administrators. Another quarter will go to procurement for things like learning apps, tutoring, diagnostics.

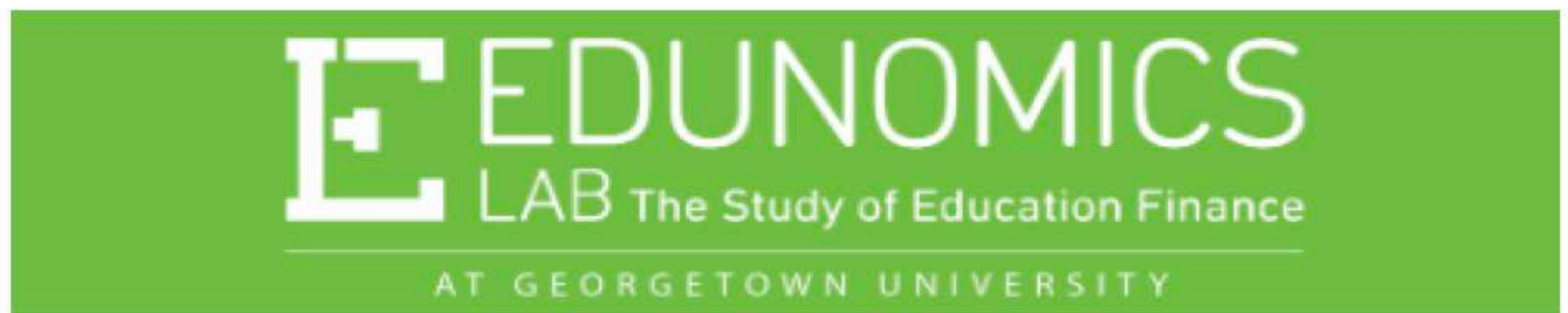
Some of these investments are clearly worth saving.

Here's the question of the hour: How can schools maintain what's working when ESSER is gone?

It's a tricky one for sure. Eliminating \$70B means cutting \$1,400 per student, or 8% of the budget, all at once (and much more in higher-poverty districts where the share of ESSER is larger).

\$1,400 Per Student X 3,350 students = \$4,690,000

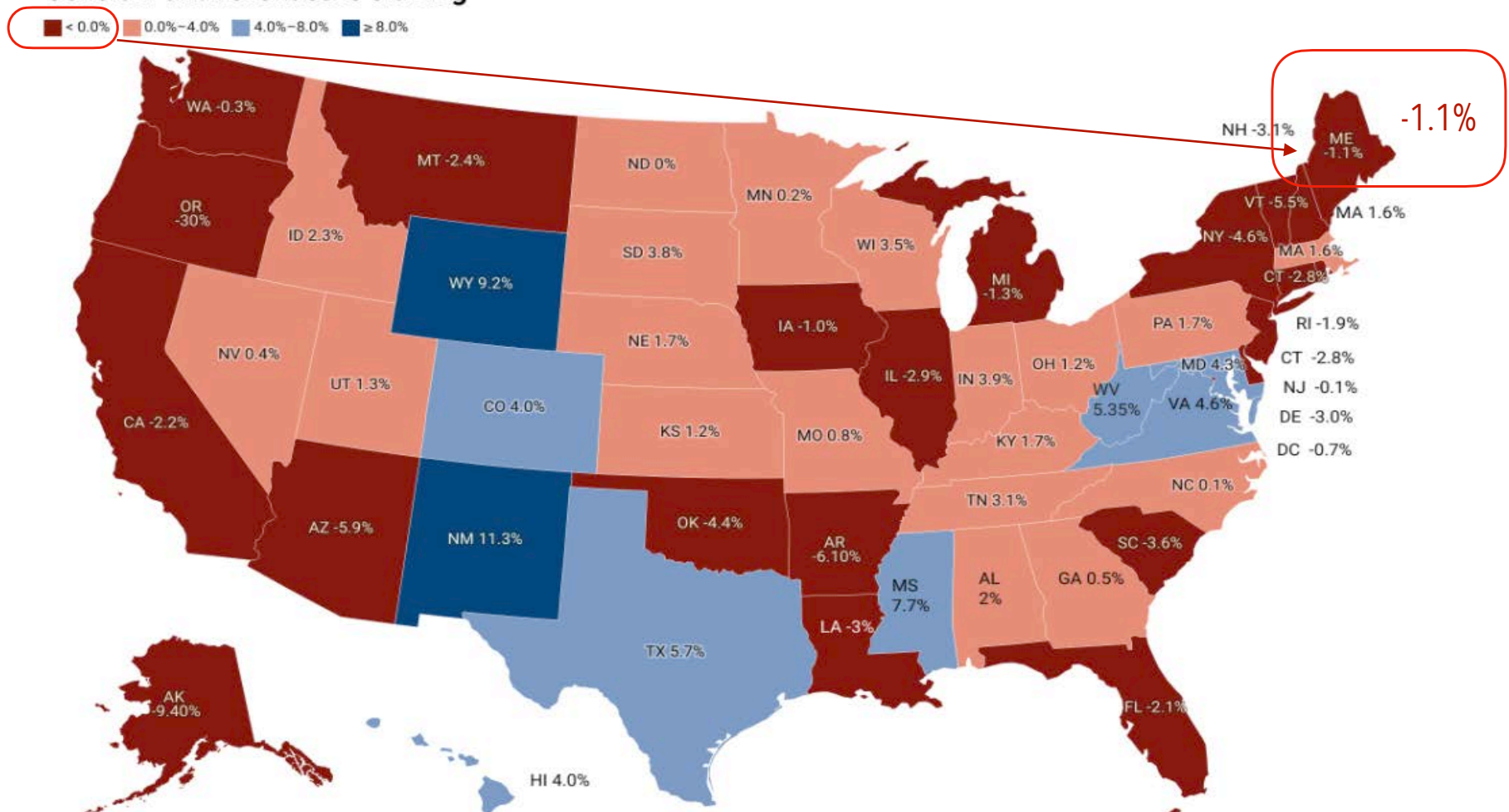
Item 5-B



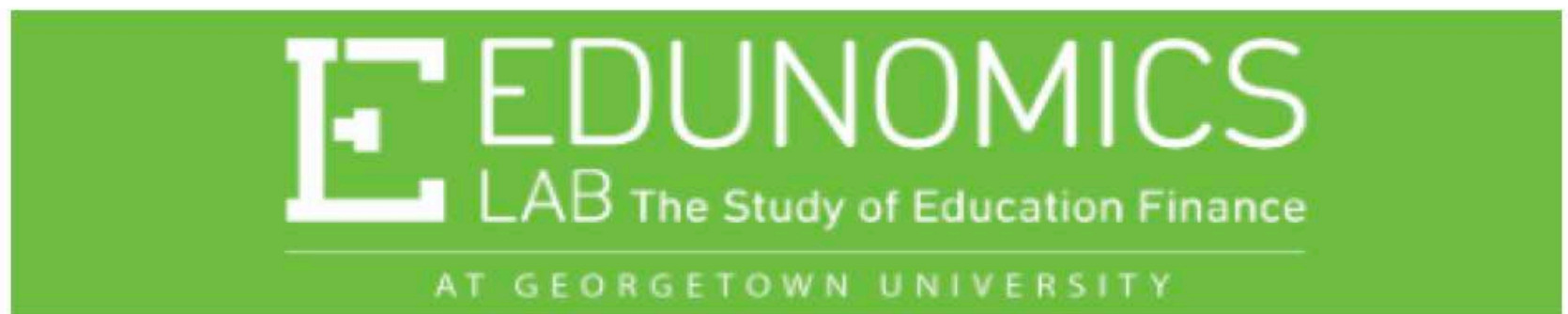
Why not transfer the costs to other federal grants? Sure, but that still requires eliminating programs and staff historically covered by those grants.

Will states step up? [Some may boost revenues](#), but nowhere near the magnitudes of the gaps.

After nearly a decade of strong growth in state revenues (5-6% for education), FY23 to FY24 growth in General Fund revenues is slowing



Item 5-B



Why not transfer the costs to other federal grants? Sure, but that still requires eliminating programs and staff historically covered by those grants.

Will states step up? [Some may boost revenues](#), but nowhere near the magnitudes of the gaps.

In the end, saving ESSER-funded efforts requires being aware of tradeoffs and making intentional choices.

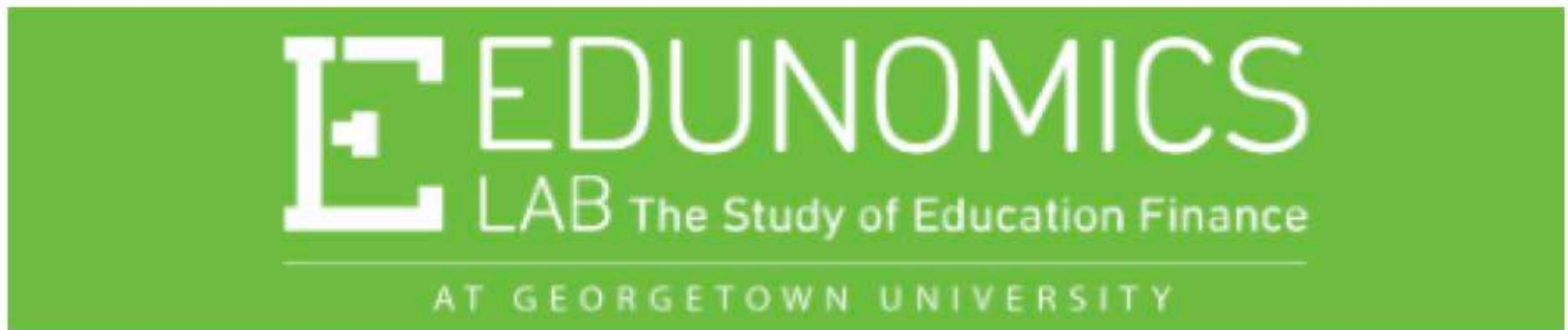
That's tough work. Here are some steps leaders might consider:

Step #1: Eliminate excess capacity. Where districts [have fewer students and more staff](#) than in prior years, saving what matters can hinge on doing the work of rightsizing.

Step #2: Reduce cost structure. Is there a lower-cost benefits plan? Does special ed need an overhaul? Are transportation efficiencies possible

Step #3: Assemble options: The only way to save what matters is to consider what matters less. Small classes? Counselor and

Item 5-B



nurse ratios? Librarians or interventionists? Summer learning? Tutoring? Density of extracurriculars? Vice principals? Social workers? PD? Aides in classrooms? Parent liaisons? Learning apps? Behavioral programs?

Step #4: Weigh options on cost and value. Data needn't be perfect. Have social workers reduced chronic absenteeism? Is the math app showing progress? [Using The Grid tool](#) can help.

Leaders will need to start this fall. Missing a March deadline for layoff notices can hamstring choices. And leaders need to invite [input](#) from parents and the community and make sure to respond to what's been said.

So yes, there's a way to save what's working. In most cases it will come down to tradeoffs school and district leaders choose to make. It won't be easy to:

- develop and weigh different options for budget cuts
- invest in a way that is financially sustainable and transparent
- enhance equity in the short and long term
- build trust by engaging communities in financial choices

Finance & Facilities Meeting - Request for Gate Funds

Item 5-A Request for Gate Funds to replace Discus Cage / Eric Curtis, CAA

CURRENT Discus Cage



Bill,
I would like to get on an agenda to talk about replacing our discus area. The netting is torn and the poles are rusted and just look terrible. I was hoping we might be able to get a new track/turf and do this all at once but I am not sure I can wait that long. I took some pictures of our existing structures and below is a link for a new system. I can get more quotes but the system below I like because the poles can be removed and stored in the winter, so could last longer.

This is obviously not something I have in my budget so I will have to get on a facilities agenda and ask for it to come out of my gate account.

Eric Curtis, CAA
Athletic/Activities Director
Bonny Eagle High School
[Go Scots!](#)

Gate Funds Available	\$68,670
Amt of this Request	\$ 7,500

NEW PORT A PIT COMPETITION 13' 6" DISCUS CAGE



This all-aluminum cage comes with six permanent in-ground sleeves and removable square posts that the nylon net attaches to. Coaches can run the net up at the beginning of the event and pull it back down easily thanks to the special pulley system. The 30 in. cantilever post for offset netting makes for superb protection, so spectators can stay safe as they cheer on their favorite players.

- Aluminum cage comes with six permanent in-ground sleeves and removable 4 in. square posts
- 1.75 in. weather-treated nylon net with weighted bottom can be easily removed using the pulley system for daily storage
- Designed to protect the crowd during the track and field event of discus
- Includes spectator warning signs and sleeve caps
- Meets most high school discus specifications

- | SPECIFICATIONS |
|-----------------------------|
| • Activity: Track & Field |
| • Angled Design: Yes |
| • Brand: PORTaPIT® |
| • Material: Aluminum, Nylon |
| • Product Height : 13.5 ft. |
| • Wheeled: No |

All aluminum high school discus cage with 6 permanent in-ground sleeves and 4" square posts. Comes complete with sleeve caps. Posts are easily removable for storage. Meets High School specification. Special pulley system allows easy daily removal of netting. A 30" cantilever post for Offset netting provides for maximum protection. Net is 1-3/4" weather treated nylon with weighted bottom. Includes spectator warning signs.

Finance & Facilities Meeting - Request for Gate Funds

Item 5-A Request for Gate Funds to replace Discus Cage / Eric Curtis, CAA

Wight's Sporting Goods 14 Commerce Court Hampden, ME 04444 207-945-4455 800-205-8326 207-990-5822 (Fax)	SPORTING GOODS WWW.WIGHTSSPORTINGGOODS.COM <h3>Quote</h3>	Store Hours Monday - Friday 8:30 - 5:30
Quote Date 08/29/2023	Wight's Sporting Goods 14 Commerce Court Hampden, ME 04444	Quote Number 805477

<i>Customer:</i> BONNY EAGLE HIGH SCHOOL MSAD #6 94 MAIN ST BUXTON, ME 04903	<i>Ship To:</i> BONNY EAGLE HIGH SCHOOL MSAD #6 94 MAIN ST BUXTON, ME 04903				
<i>P.O. Number</i>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><i>Salesperson</i></td> <td style="width: 50%;"><i>Entered By</i></td> </tr> <tr> <td>JAT</td> <td>JAT</td> </tr> </table>	<i>Salesperson</i>	<i>Entered By</i>	JAT	JAT
<i>Salesperson</i>	<i>Entered By</i>				
JAT	JAT				
DISCUS CAGE ATTN: ERIC CURTIS					

Item	Description	Qty	Unit	Price	Amount
JAYMISC	JAYPRO MISC	1.00	EA	4805.0000	4805.00
	FIELD PRO DISCUS CAGE STYLE# DCHS-35				
JAYMISC	JAYPRO MISC	1.00	EA	1227.0000	1227.00
	FIELD PRO DISCUS CAGE SLEEVE SET STYLE# DCHS-6S				

SHIP TO:
 BONNY EAGLE HIGH SCHOOL
 ATTN: ERIC CURTIS
 400 SACO RD
 STANDISH, ME. 04084
 CELL: 207-281-2484

** REFER TO JAYPRO QUOTE # E000030763 ****

Sub Total	6032.00
Freight	450.00
Sales Tax	0.00
Total	6482.00



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

ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS

A. – D/A Review: Electricity 101 MPO synopsis and anticipated new Electricity Contract w/Constellation NewEnergy through MPO

B. – D/ Review Correspondence from Bill Stockmeyer re: BH Society lease of old Administrative Office

Finance & Facilities Meeting Packet

Thursday, September 14, 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 - from 8/17/23 Meeting

- BEMS - Painted corridors, classrooms, doors and frames
- BEMS - Removed old oil tank and installed propane tanks and vaporizer. Awaiting fence and banner install to surround the tank area. Removed from State registry.
- BEMS - Painted nurses suite
- BEMS - Replaced counters and sinks from 8th grade wing bathrooms.
- BEHS - Removed old underground oil tank. Removed from State registry
- BEHS - Paved old sidewalk along tennis court side of building and entrance to rear of building.
- BEHS - More painting of corridor walls, doors and frames, cafeteria interior walls.
- BCES - Installed concrete ramp at Door 9 for handicapped access to paved walkway.
- EL - Renovations to two pre-K classrooms - Paint, carpet, shelving, etc.
- EL - Remove large pine trees to prep for a small pre-K playground. Grant funded.
- GEJ - Replaced rear deck and stairs for safety
- GEJ - Repair broken window 12 (Rec Dept damages)
- GEJ - Painted hand rails at gym entrance
- HBE - Completed the discontinuance of the oil tanks by filling and removing it from the State registry.
- HBE - Repaired broken windows, damaged to the portable and replaced the street sign (vandalism).
- HBE - Removed weed mat and mulch from playground hillside and replaced with loam, hydroseed and seed matting.
- Hollis - Painted all classroom side doors and frames. Painted cafeteria.
- Hollis - Abated old floor tile and asbestos mastic. Installed epoxy floor.
- FJ - Removed old floor tile and mastic. Installed epoxy floor.
- WH - Completed project. Installed final paving and striping.
- Transportation - Repaired rotten subfloor and install new flooring in lobby.
- Transportation - Replaced fencing along the bus garage parking area.
- CO - New street sign for CO and Historical Society
- Moves - Many classroom moves at all schools. Time consuming for what benefit??
- Prep for fall sports - mowing, striping, coaches meetings, etc.
- District Wide - Ongoing summer cleaning of schools

Finance & Facilities Meeting - Facilities Update

Item 6-A

Facilities Update - 9/14/23 Meeting

BEHS

- stripped tar and repaved section of sidewalk in courtyard
- removed and replaced weight room windows
- prepped all fields to accept fall sports teams
- rebuilt bottoms of field hockey goals
- placed benches, bleachers and goals
- striped all fields for practices and games
- re-scrubbed and cleaned carpets at main entrance and front hall.
- installed new water filtration system for PFAS and received approved test results from the state to resume water usage
- striped for no parking areas by custodial entrance and in front of tennis courts

BEMS

- replaced 6 double windows on back side of 7th grade wing and re-trimmed openings
- cleaned, trimmed, and made courtyard beautiful again
- patched and painted 4 additional last minute requested rooms
- installed new water filtration system for PFAS and received approved test results from the state to resume water usage
- re-keyed pathfinder barn, maintenance shops for district master

BCES

- paved over trench dug behind school on custodial entrance side leading to propane tanks

FRANK JEWETT

- installed new water filtration system for PFAS

Finance & Facilities Meeting - Facilities Update

Item 6-A

Facilities Update - 9/14/23 Meeting

HOLLIS

- installed same water system as above
- paved to widen access between portable and building to eliminate driving in mud
- replaced both pumps and breakers for gray water tank that failed

HBE

- numerous classroom moves including moving rooms from portable to main building and back

SF

- plumbing and electrical to accept new dishwasher

EDNA

- removed 4 large pines, ground stumps and roots for new playground next to pre-k rooms

GEJ

- removed and replaced deck leading to playground from gym

BUS GARAGE

- paved area behind storage room behind the garage to allow for use of fork lift
- striped lines for buses to line up and stop before hitting new fence

DISTRICT

- averaged around 15 new work orders per day usually completing almost that per day,
- 43 acres to maintain in main complex
- mowing fields 2-3 times each per week
- numerous trips to transfer station to discard items not needed or wanted

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

ELECTRICITY 101

MAINE ELECTRICITY INDUSTRY & RE-STRUCTURING

For most of the State of Maine distribution and supply of electricity were separated in March 2000 at the time of restructuring of the electricity industry in Maine. Investor owned electric utilities were required to divest themselves of their generation assets. Utility companies continued to be responsible for providing the distribution of electricity, operation and maintenance of transmission lines, and billing, while the supply of electricity was opened up to licensed competitive suppliers. Distributors and suppliers of electricity continue to be regulated by the Maine Public Utilities Commission.

DELIVERY VS. SUPPLY

Delivery

Utilities (Central Maine Power, Bangor Hydro etc.) **no longer generate or supply electricity**, with the exception of some small utility companies that were exempt from deregulation such as Kennebunk Power & Light. Utilities continue to **own and maintain poles and lines**, and are **responsible for all delivery and repair** aspects of electricity in the State of Maine. **Utilities bill** for the delivery of electricity and provide supply billing for the standard offer supplier and most competitive suppliers.

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

ELECTRICITY 101

Supply

Electricity can no longer be supplied by your utility and is available only from licensed Competitive Electricity Suppliers. Supply choices are either default service through the standard offer supplier or through a contract with a licensed electricity supplier.

Standard Offer Service (Default Service)

Electricity supply is available without contract through Standard Offer Service for all electric customers in Maine. In the Emera Maine (Maine Public), Emera Maine (Bangor Hydro) and Central Maine Power distribution areas standard offer service is set through a bid process conducted by the Maine Public Utilities Commission.

Competitive Supply

Consumers can contract for supply through licensed competitive electricity suppliers. To receive competitive supply you must actively seek an alternative to the standard offer default service and contract for supply through a licensed competitive supplier.

Competitive choice gives you the opportunity to choose pricing and term length. It also provides opportunities to choose supplier and source of electricity.

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

ELECTRICITY 101

ADVANTAGES OF COMPETITIVE SUPPLY

- Selection of pricing types with fixed pricing offering most secure options
- Budget protection based on the pricing as compared to projected budgets
- Choice of suppliers
- Choice of sources of generation (location and environmental impact)
- Choice of contract terms and choice of pricing type

ADVANTAGES OF MPO COMPETITIVE SUPPLY

- Buying power creates strength in numbers, eliminates need for individual credit review and legal reviews
- Fixed price - budget certainty
- **Competitive supply rates - our current provider Constellation NewEnergy will provide MPO members in the CMP and Emera Maine areas, with a lower price than pricing which they provide to similar accounts outside the Program and their lowest price in the market (adjusted for timing and terms).**
- Custom options to suit your individual needs and choices
- Opportunity to review offers without obligation
- Favorably negotiated contract terms

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

ELECTRICITY 101

- Unbiased options laid out for you

MPO follows and keeps us appropriately informed on market trends, legislative activity regarding the electricity market in Maine, and regulatory activity.

MPO expertise to address our questions and concerns, and guides us through the process of evaluating and purchasing competitive supply

STANDARD OFFER SERVICE

All electricity consumers in Maine will automatically receive standard offer service unless they contract for competitive supply.

For Bangor Hydro Electric, Central Maine Power and Maine Public Service customers Standard Offer prices vary by rate class and are available on the [MPUC web page](#).

CURRENT STANDARD OFFER RATE

Dates	Price (\$/kWh)
(1/1/2023 - 12/31/2023)	\$0.176310
Suppliers: 67% New Brunswick Energy Marketing , 33% NextEra Energy Marketing	

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

Current contract information

Electricity Contract Details

Start Date	End Date	Fixed Rate
11/01/2020	11/30/2023	0.06780000

	Bar Mills School SAD 6, Main St, Buxton	35011520786	Medium	11/30/2023
	Bonny Eagle School, Long Plains Rd, Buxton	35010715502	Medium	11/30/2023
	Edna Libby School, 45 Fort Hill Rd, Standish	35017156155	Medium	11/30/2023
	Frank Jewett School, Groveville Rd, Buxton	35011246366	Medium	11/30/2023
	M.S.A.D. #6 Boundary Rd, Standish	35013604281	Medium	11/30/2023
	M.S.A.D. #6 Middle School, Limington Rd, Buxton	35013167891	Large	11/30/2023

	M.S.A.D. #6 Northeast Rd, Standish	35012258659	Medium	11/30/2023
	M.S.A.D. #6 River Rd, Hollis	35010756647	Medium	11/30/2023
	M.S.A.D. #6, Bonny Eagle Rd, Standish	35013371626	Medium	11/30/2023
	M.S.A.D. #6, Parker Farm Rd, Buxton	35011177207	Medium	11/30/2023

Future contract Proposals

Energy Price Monitoring with MarketWatch® from Constellation

- **Market Watch** - MPO monitors price and we set a target price for contract length and MPO notifies us immediately if target is reached.

MarketWatch monitors the forward power markets and is a no-cost tool offered to Constellation customers. You can proactively monitor energy prices to make an informed purchase decision when your "strike" prices are close. Choose a "strike" price, with a soft or hard trigger.

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

ELECTRICITY 101

MarketWatch® Soft Trigger

- A soft trigger will send an email notification when market prices reach your strike price.

MarketWatch® Hard Trigger

- A hard trigger will make a purchase on your behalf when market prices hit your strike price. You can also choose to be notified when the market rises above a designated "ceiling" price to manage the effect of upward price trends.
- You can purchase a predetermined percentage of your load, block of electricity or your entire load for a specific term.

MarketWatch can be used with the following Constellation power solutions:

- Flexible Index Solutions
- Index Plus Block Solutions
- Fixed Price Solutions

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review Anticipated 12 mo. Electricity Contract w/Constellation NewEnergy through
Maine Power Options

**MSAD 6 / RSU 6
ELECTRICITY**

Report # 184811

Statement Code: ELECTRIC

Account Number / Description	Last Year Period	Revised Budget	Current Period	Reported Period	Encumbrances	Amount Remaining	Percent Remaining
	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	8/1/2023 - 8/31/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024
56220 ELECTRICITY							
1000-40-0000-2610-56220-010-00-09 MAINT-ELECTRICITY-HBE	31,976.72	30,800.00	2,467.89	2,467.89	0.00	28,332.11	91.98%
1000-40-0000-2610-56220-020-00-09 MAINT-ELECTRICITY-HOL	32,779.78	44,440.00	2,315.55	5,132.70	0.00	39,307.30	88.45%
1000-40-0000-2610-56220-060-00-09 MAINT-ELECTRICITY-BCES	99,016.67	140,000.00	8,039.54	8,039.54	0.00	131,960.46	94.25%
1000-40-0000-2610-56220-080-00-09 MAINT-ELECTRICITY-EDNA	22,600.74	32,020.00	1,801.64	1,801.64	0.00	30,218.36	94.37%
1000-40-0000-2610-56220-090-00-09 MAINT-ELECTRICITY-GEJ	30,334.01	56,980.00	2,383.75	2,383.75	0.00	54,596.25	95.81%
1000-40-0000-2610-56220-100-00-09 MAINT-ELECTRICITY-SF	11,280.75	15,730.00	787.75	787.75	0.00	14,942.25	94.99%
1000-40-0000-2610-56220-110-00-09 MAINT-ELECTRICITY-BEMS	210,020.22	220,770.00	16,265.39	16,265.39	0.00	204,504.61	92.63%
1000-40-0000-2610-56220-300-00-09 MAINT-ELECTRICITY-BEHS	11,383.34	36,000.00	859.13	859.13	0.00	35,140.87	97.61%
1000-40-0000-2610-56220-900-00-09 MAINT-ELECTRICITY	4,812.47	5,200.00	545.26	545.26	0.00	4,654.74	89.51%
1000-40-0000-2610-56220-915-00-09 MAINT-ELECTRICITY-ELIZA	10,224.21	14,300.00	1,003.93	1,003.93	0.00	13,296.07	92.97%
1000-40-0000-2610-56220-920-00-09 MAINT-ELECTRICITY-TP	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
1000-40-0000-2610-56220-925-00-09 MAINT-ELECTRICITY-JM	15,900.28	14,300.00	1,891.75	1,891.75	0.00	12,408.25	86.77%
1000-40-0000-2610-56220-930-00-09 MAINT-ELECTRICITY-TRANSPOI	11,670.70	15,950.00	0.00	0.00	0.00	15,950.00	100.00%
1000-40-0000-2610-56220-940-00-09 MAINT-ELECTRICITY-FJ	11,410.37	12,320.00	879.46	879.46	0.00	11,440.54	92.86%
1000-40-0000-2621-56220-900-00-09 MAINT-ELECTRICITY-	3,763.59	700.00	39.35	39.35	0.00	660.65	94.37%
1000-40-0000-2621-56220-930-00-09 MAINT-ELECTRICITY-TRANS	188.94	600.00	1,191.76	1,191.76	0.00	(591.76)	(98.62)%
TOTAL 56220 ELECTRICITY	\$507,362.79	\$645,110.00	\$40,472.15	\$43,289.30	\$0.00	\$601,820.70	93.28%
GRAND TOTAL	\$507,362.79	\$645,110.00	\$40,472.15	\$43,289.30	\$0.00	\$601,820.70	93.28%

Expended FY23

Budgeted FY24

Current Contract: 4 year Fixed price at \$6.78/kwh (Expires November 18, 2023)
PROPOSED Contract : 1 year Fixed price at \$10.55/kwh (Revised Target). (Expires November 16, 2024)

PROJECTION 1 \$9.90/kwh. (Original Target)

\$42,280/mo is to \$6.78 as X/mo is to \$9.90
X = \$61,736/mo

\$42,280/mo X 5 Months = \$211,400
\$61,736/mo X 7 Months. = \$432,152
Estimated Total Cost for FY24. \$643,552
BALANCE \$1,558.

PROJECTION 2 \$10.55/kwh. (Revised Target). LOCK IN PRICE \$10.54

\$42,280/mo is to \$6.78 as X/mo is to \$10.54
X = \$65,727/mo

\$42,280/mo X 5 Months = \$211,400
\$65,727/mo X 7 Months. = \$460,092
Estimated Total Cost for FY24. \$671,492
OVERDRAFT (\$26,382)

PROJECTION 3 \$17.631/kwh. (CMP STANDARD OFFER)

\$42,280/mo is to \$6.78 as X/mo is to \$17.631
X = \$109,947/mo

\$42,280/mo X 5 Months = \$211,400
\$109,947/mo X 7 Months. = \$769,628
Estimated Total Cost for FY24. \$981,028
DEFICIT (\$335,918)

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review/Endorse NEW 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options



**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Maine PowerOptions –
Fixed Price Solutions**

MSAD #6 (“Customer”) and Constellation NewEnergy, Inc. (“NewEnergy”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed below and the words “we” and “us” refer to NewEnergy, unless the context clearly requires otherwise. NewEnergy and Customer are sometimes referred to as “Party” and collectively “Parties.”

Purchase and Sale of Electricity. You will purchase from us on an exclusive basis and we will supply, or cause to be supplied, all of your electricity requirements on a fixed price basis for the account(s) identified in the Account Schedule attached hereto (“Accounts”). By signing this Agreement, you authorize us to enroll your Accounts with your Utility so we can supply those Accounts. You will take such actions as we request to allow us to enroll your Accounts in a timely manner, including executing any documents necessary to effectuate any such election. You also give us the authority to supply you with electricity from whatever source we choose. We shall have no obligation to enroll or supply electricity to any Accounts that are not identified on the Account Schedule.

Your Price You will pay the fixed Energy Charge per kilowatt-hour of electricity set forth in the Account Schedule multiplied by your kilowatt-hour (kWh) usage during the applicable period (“Contract Price”).

For each of the items listed as “Fixed” in the Cost Components Table below, this means the item is **included** in the fixed Contract Price as set forth in the Account Schedule in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

The Contract Price as set forth in the Account Schedule have been reduced to reflect a fixed credit to Customer for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s).

The Contract Price set forth in the Account Schedule is fixed for the existing term of this Agreement and only subject to change if there is a change as described in Section 6 of the General Terms and Conditions.

The fixed Contract Price does not include any applicable items listed as Pass-Through Charge(s) as set forth below. For each of the items listed as “Passed Through” below, you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions, including (1) applicable Taxes on electricity supply, which we will pass through to you on our bill either as a separate line item or reflected as part of the price of electricity, as required by law, rule or regulation, (2) Delivery Charges, which will be billed separately by the Utility; and (3) certain other pass-through charges as set forth in this Section that are charged to you as a pass-through, which means they will change during the existing term of this Agreement as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described in Section 6 of the General Terms and Conditions.

Cost Components Table:

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
Renewable Portfolio Standard Costs	Fixed
Class 1A RPS Costs	Fixed
Thermal RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The fixed Contract Price includes any credit costs and margin.

Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review/Endorse NEW 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

Additionally, if there is a change in the voltage level associated with an Account(s) or meter, we will have the right to adjust your fixed Contract Price to reflect extra costs we incur.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding on both of us after you have signed the Agreement and we have counter signed and returned a copy to you. We will begin supplying your Accounts with electricity on or about the Start Date(s) and after the enrollment of your Accounts with the Utility. We will end supply of electricity to your Accounts on or about the End Date(s) and after de-enrollment of your Accounts, unless both of us agree in writing to extend the term of this Agreement. The Start Date(s) and End Date(s) set forth in the Account Schedule below reflect Utility information available at that time or as otherwise estimated by us but will ultimately be determined by the Utility meter read date schedule, which actual dates may change over time. However, except as a result of enrollment or de-enrollment circumstances beyond our control set forth below, the total number of months of the term of this Agreement will remain the same, regardless of which day the meter is read for a particular month. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If, as a result of circumstances beyond our control we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account table, the Start Date(s) will commence on the next regularly scheduled Utility meter read date following successful enrollment of such Account(s), but the End Date(s) will remain the same. We shall not be liable for any failure to drop an Account by the End Date or following the termination of a Holdover Term, due to circumstances beyond our control. Circumstances beyond our control include, but are not limited to: (i) your failure to timely provide us with all Account-related information necessary to successfully enroll the Account(s) with the Utility; (ii) your failure to assist us or confirm, as needed, in notifying the Utility that it has selected us as your supplier; or (iii) any acts or omissions of the Utility (including a change in an Account's meter read cycle). Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, except as otherwise specifically provided. If, at the end of the term of this Agreement, for any reason some or all of your Accounts remain designated by the Utility as being served by us, we will continue to serve your Accounts on a month-to-month holdover basis ("Holdover Term") and charge you the **Holdover Rate**. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term and either of us may terminate the Holdover Term at any time upon thirty (30) days advance written notice to the other. We will work with **you** and **your** Utility to de-enroll such Account(s) with the Utility as soon as reasonably practicable upon notice to terminate the Holdover Term. **Supply of electricity under this Agreement is conditioned upon (1) our review and approval of your creditworthiness, (2) our verification of the accuracy of all the information that you provide to us regarding your Accounts and electricity usage, (3) our receipt of copies of current Utility bills for each Account, and (4) your delivery of any documents as reasonably required by the Utility or otherwise required in this Agreement (including, but not limited to Data Authorization and Letters of Authorization forms). We shall have the right to terminate this Agreement upon fifteen (15) days' notice without penalty if any of these conditions are not met to our satisfaction.**

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you) but not Delivery Charges. All amounts charged are due in full within thirty (30) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility or the ISO. Your invoices will be based on actual data provided by the Utility or ISO, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data, we will reconcile the estimated charges and adjust them as needed in subsequent invoices. When reasonably practical, you shall have the option (depending on the product and ability of the Utility to invoice certain Pass-Through Charges, not including Taxes) to be billed for amounts due under this Agreement by one of the following methods:

- (i) you will receive two invoices, one from us for the Contract Price (plus any other costs set forth in this Agreement) and one from the Utility for the Delivery Charges ("Dual Billing Option"); or
- (ii) you will receive one invoice from the Utility that includes both (A) the Contract Price (plus any other costs set forth in this Agreement) and (B) the Delivery Charges ("Single Billing Option").

Notwithstanding the above, you understand and acknowledge that the Single Bill Option is only available for Fixed Priced products that do not have a Pass-Through Charge component(s) as described above. Payment of your Invoice must be received by us within thirty (30) days of the invoice date. If you fail to make payment by the due date, we may assess and collect from you interest, which will accrue daily on outstanding amounts from the due date until paid in full at the rate of 1.0% per month, or the highest rate permitted by law, whichever is less.

Break in Service. If your Accounts are moved to the Standard Offer Supply Service for reasons beyond our control due to (including without limitation) (i) any change to the name or assignments associated with the Accounts, (ii) the closing or de-enrollment of an Account for any reason, and (iii) an assignment by the Utility and/or ISO of a new Account number to any existing service addresses or yours listed in the Account Schedule, then you shall provide us with written notice of such changes and shall be obligated to pay the Standard Offer Supply Service Charge until the Accounts are successfully re-enrolled with the Utility to receive service from us. In such event, we shall not be obligated to pay any amounts to you related to the de-enrollment regardless of how long it takes the Accounts to be re-enrolled or whether applicable law requires the Accounts to remain on Standard Offer Supply Service for some minimum period of time. Following a break in service, we will use commercially reasonable efforts to re-

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Page 2 of 11

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 - NEW 12 mo. Electricity Contract

Item 7-A

Review/Endorse NEW 12 mo. Electricity Contract w/Constellation NewEnergy through Maine Power Options

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs as defined under Market Rule 1, or other Market Rules, Operating Procedures, Manuals, Reliability Standards, not otherwise included in any of the defined cost components in this Agreement. NewEnergy will determine Customer's monthly Ancillary Services And Other ISO Costs based on Customer's \$/kWh share of NewEnergy's cost for Ancillary Services And Other ISO Costs incurred with respect to all of NewEnergy's customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as NewEnergy may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to NewEnergy with respect to NewEnergy's customers' transmission peak load contribution.

"Capacity Costs" means a charge related to fulfilling the capacity requirements (including, but not limited to, forward capacity market costs) for the Accounts imposed by the ISO or otherwise. Capacity Costs are assessed in accordance with Market Rule 1 as currently interpreted by ISO. Any changes to Market Rule 1 or the ISO's interpretation thereof that affect such costs shall be deemed a Change in Law pursuant to Section 6 in the General Terms and Conditions.

"Delivery Charges" means those amounts payable (including Taxes and surcharges) by you for services provided by the Utility, ISO or other third parties associated with delivering energy from the Delivery Point to your Accounts.

"Delivery Point" means existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party.

"End Date" means the first meter read date available for de-enrollment on or about the date specified in the Account Schedule.

"Energy Costs" means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

"Fuel Security Costs" means those costs or charges that load serving entities in the ISO New England service territory may incur during the term of this Agreement and which are accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement. If that portion of the Fuel Security Costs associated with the Fuel Security Costs-COS and Fuel Security Costs-Interim Winter Program are **Fixed** under this Agreement, then such Cost Components shall **only** include costs as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Fuel Security Costs-COS or the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 6 below.

"Fuel Security Costs-COS" means Fuel Security Costs associated with the Mystic cost-of-service agreement accepted for filing by FERC in Docket No. ER18-1639-000.

"Fuel Security Costs-Interim Winter Program" means Fuel Security Costs associated with the implementation of the interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 14 and during the winter of 2024-2025 for FCA 15 as accepted by FERC on August 6, 2019 in Docket No ER19-1428-001 (collectively, the "Interim Winter Program").

"Holdover Costs" means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges related to capacity, ancillary services, transmission, metering, the Federal Energy Regulatory Commission, RPS, and any similar charges that may be imposed on us with respect to the Accounts (whether by the ISO or the Utility) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up.

"Holdover Market Price" means the ISO-published Day Ahead Locational Based Marginal Price for the ISO zone identified in the Account Schedule, expressed in \$/kWh. Market Prices are published hourly or sub-hourly depending on ISO. If your Account(s) are not equipped with meters that provide an hourly reading, we will use either the load profiles provided by the Utility for your customer class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us, in order to apply Holdover Market Prices to your monthly usage.

"Holdover Metered Usage" means your kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s).

"Holdover Rate" shall be calculated by us in our sole discretion for each billing cycle as (Holdover Metered Usage) x (Holdover Market Price + \$0.00525 /kWh) + Holdover Costs + Taxes.

"ISO" means the New England Independent System Operator, or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each Account based on the kWh difference between the Utility metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Market Rule 1" shall mean Section III of the ISO New England Inc., FERC Electric Tariff No. 3 (the "ISO Tariff"), as amended from time to time, and any successor market rule, implemented by ISO-NE and applicable to the operation of the wholesale electricity markets within the New England Control Area.

"Non Time Of Use" or **"NTOU"** means all hours of each day.

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Page 6 of 11

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 - NEW 12 mo. Electricity Contract

Item 7-A

Review/Endorse NEW 12 mo. Electricity Contract w/Constellation NewEnergy through
Maine Power Options

ACCOUNT SCHEDULE:

For: **MSAD #6**

The Account set forth below is only valid until 4:00 PM Eastern Prevailing Time on September 1, 2023

NewEnergy shall have no obligation to enroll or supply electricity to any accounts that are not identified on the Account Schedule below. Therefore, before you initial, please verify that your specific information is **COMPLETE** and **ACCURATE**. Your review and acceptance of this information will help ensure accurate future invoices.

Select One Option By Placing Initials Below	Option:	Energy Charge (per kWh):	Contract ID
wfb	A – 12 months	\$.10540	516642
	B – months	\$	
	C – months	\$	
	D – months	\$	

No. of Service Accounts: 10

UDC	UDC Account Number	Service Address	Start Date	Option A End Date	Option B End Date	Option C End Date	Option D End Date
CMP	035010715502	BONNY EAGLE SCHOOL, LONG PLAINS RD., BUXTON, ME 04093	11/25/23	11/27/24			
CMP	035010756647	River Rd, Hollis, ME 040420000	11/01/23	11/01/24			
CMP	035011177207	Parker Farm Rd, Buxton, ME 040930000	11/27/23	11/29/24			
CMP	035011246366	Groveville Rd, Buxton, ME 040930000	11/22/23	11/26/24			
CMP	035011520786	Main St, Buxton, ME 040930000	11/08/23	11/08/24			
CMP	035012258659	Northeast Rd, Standish, ME 040840000	11/18/23	11/16/24			
CMP	035013167891	Saco Rd, Buxton, ME 040930000	11/27/23	11/29/24			
CMP	035013371626	MSAD #6, BONNY EAGLE RD., STANDISH, ME 04084	11/27/23	11/29/24			
CMP	035013604281	Boundary Rd, Standish, ME 040840000	11/06/23	11/06/24			

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Page 10 of 11

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Finance & Facilities Meeting - NEW 12 mo. Electricity Contract

Item 7-A

Review INITIAL 12 mo. Constellation WARKET WATCH TARGET - established - June 23

Date Priced	12 mo. Term	Product	Start Month	End Month	Price (\$/MWH)	Strike Price (\$/MWH)	Ceiling Price (\$/MWH)
6/29/23		Fixed Price Solutions	11/01/23	11/01/24	\$108.26	\$99.00	\$0.00
6/30/23		Fixed Price Solutions	11/01/23	11/01/24	\$107.36	\$99.00	\$0.00

Constellation Market Watch <MarketWatch@constellation.com>
to cortney.connor, Jason.Chan, Michael.Cloutier, me, kmann, tab ▼

Description	OffrNum	Product Name	Term	Latest Price	Strike Price	Ceiling Price
MSAD #6 (Bonny Eagle Schools) - 12mth Fixed Price, Nov 2023 start Sc#1	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2024	\$107.36	\$99.00	NA
MSAD #6 (Bonny Eagle Schools) - 24mth Fixed Price, Nov 2023 start Sc#3	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2025	\$108.31	\$99.00	NA
MSAD #6 (Bonny Eagle Schools) - 36mth Fixed Price, Nov 2023 start Sc#4	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2026	\$106.84	\$99.00	NA
MSAD #6 (Bonny Eagle Schools) - 48mth Fixed Price, Nov 2023 start Sc#5	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2027	\$106.00	\$99.00	NA

Review/Endorse NEW 12 mo. Electricity Contract w/Constellation NewEnergy through
Maine Power Options September 23

Constellation Market Watch <MarketWatch@constellation.com>
to cortney.connor, Jason.Chan, Michael.Cloutier, me, kmann, tab ▼

09/01/2023

Description	OffrNum	Product Name	Term	Latest Price	Strike Price	Ceiling Price
MSAD #6 (Bonny Eagle Schools) - 12mth Fixed Price, Nov 2023 start Sc#1	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2024	\$105.33	\$105.50	NA
MSAD #6 (Bonny Eagle Schools) - 24mth Fixed Price, Nov 2023 start Sc#3	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2025	\$108.17	\$105.50	NA
MSAD #6 (Bonny Eagle Schools) - 36mth Fixed Price, Nov 2023 start Sc#4	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2026	\$107.44	\$105.50	NA
MSAD #6 (Bonny Eagle Schools) - 48mth Fixed Price, Nov 2023 start Sc#5	OF-0000429074	Fixed Price Solutions	11/2023 - 11/2027	\$106.97	\$105.50	NA

Finance & Facilities Meeting - BH Society Lease

Item 7-B



MEMORANDUM

TO: William Brockman, Business Manager
FROM: E. William Stockmeyer
DATE: August 31, 2023
RE: Old Administrative Office Lease

This Memorandum provides a legal summary of the landlord/tenant relationship between MSAD 6 and Buxton-Hollis Historical Society (“BH Society”) involving the Old Administrative Office Building on Main Street in Buxton, the status of current negotiations over a new lease, and the MSAD 6 commitments that would be created by the amended and restated lease, as currently proposed.

1. Existing Lease of the Old Administrative Office Building.

Pursuant to a Lease dated on or about January 10, 2013¹ (the “2013 Lease”), BH Society currently occupies the Old Administrative Office Building (“Old Office”) located on 100 Main Street, Buxton, the same site as the current MSAD 6 central office building. In addition to a lease of the Old Office, the 2013 Lease includes the shared use of the septic system², the shared access drives, ways, and parking lot, and the shared well water supply.

The original term of the 2013 Lease ended June 30, 2016, but until either party terminates the 2013 Lease, it automatically renews each year for successive one-year renewal terms. Either party may terminate the 2013 Lease without cause. Upon “without cause” termination notice by a party, the 2013 Lease terminates on June 30 of the calendar year following the date of the notice. For example, a termination notice on December 1, 2023, would terminate the 2013 Lease on June 30, 2024, but a termination notice on January 1, 2024, would terminate the Lease on June 30, 2025.

Notably, if MSAD 6 terminates the 2013 Lease without cause, MSAD 6 must repay any “Grant Funds” to BH Society. “Grant Funds” is defined to mean grant funds within the preceding 5 years that BH Society invested in the Old Office, but only if the terms of the grant require repayment to the grantor of the grant. For purposes of this provision, “without cause” means termination that is not due to B-H Society’s default. Simply put, if (i) BH Society invests grant funds in capital improvements to the Old Office, (ii) the terms of that grant require its repayment if BH Society does not continue in occupancy,

¹ According to our files, the final lease version was prepared January 10, 2013. The signed lease is not in our files.

² The shared septic system is located on the property and on another MSAD 6 lot on the opposite side of Main Street behind the public library. It is our understanding that the septic system serves the Old Office and the public library.

Finance & Facilities Meeting - BH Society Lease

Item 7-B

August 31, 2023
Page 2

and (iii) MSAD 6 terminates the 2013 Lease within the 5 years after that grant, MSAD 6 must repay the grant for BH Society but will keep those improvements.

To summarize the existing relationship, the 2013 Lease is a “non-commercial” transaction, in that the rent is only \$12/year. The basic idea is that BH Society is generally responsible for the property and its upkeep, including capital repairs.³ Another advantage is that the 2013 Lease keeps the Old Office occupied. Either party may terminate the 2013 Lease without cause by notice given at any time, and the 2013 Lease will terminate on June 30 of the next calendar year, as provided above. The only impediment to MSAD 6 exercising its right to terminate without cause is the possible requirement that MSAD 6 repay “Grant Funds” BH Society received in the five years preceding the termination, but only to the extent BH Society used the grant to improve the Old Office and only if the terms of the grant require BH Society to return the funding.

2. Status of Negotiations for a New, Long-Term Lease.

The short-term nature of the 2013 Lease, coupled with the right to terminate without cause, allow MSAD 6 some flexibility to end the landlord/tenant relationship if it has another need for the site or wish to divest itself of ownership altogether. In any case, Maine statutes controlling the closure and disposition of “school buildings,” a term very broadly defined by statute, limit the term of any lease to not more than 4 years. See 20-A M.R.S.A. §4101(2) (school building “means, but is not limited to, any real property or structure used or useful for schools or playgrounds”).

The utility of the property is limited by various factors. First, because the legal term of a lease is limited to four years, the value of a commercial lease is limited. A tenant cannot reasonably be expected to finance capital improvements to update or repurpose the building based on a short-term occupancy lease. Second, there are at least two impediments to MSAD 6 selling the Old Office. First, MSAD 6 currently uses another building on the site for its administrative offices, and it is our understanding that the property may not be capable of being subdivided.⁴ Second, if MSAD 6 sought to sell the property as a whole, Maine statute would require MSAD 6 to first offer the property to the Town of Buxton without charge;⁵ and then would require MSAD 6 to sell the property “on the open market.”⁶

³ MSAD 6 pays for fire insurance on the real estate. BH Society is responsible for the septic system, but if MSAD 6 taps into the septic system, this responsibility becomes shared.

⁴ This is our understanding based upon conversations with MSAD 6 administrative staff; we have not researched this matter ourselves.

⁵ 20-A M.R.S.A. §4103(3). Under this statute, the transfer to the town would be at no charge, there being no outstanding debt on the building for the town to assume, and there having been no debt on the building within the preceding five years that could be recovered.

⁶ 20-A M.R.S.A. §4103(4). As noted below, MSAD 6 might possibly have an open market sale of the whole property, subject to the purchaser agreeing to lease back to MSAD 6 its current office building.

Finance & Facilities Meeting - BH Society Lease

Item 7-B

August 31, 2023
Page 3

The short-term nature of the 2013 Lease is an impediment to BH's goals for the Old Office, which apparently include seeking grant funding to restore the Old Office.⁷ Based on our general understanding of grant funding, and the lease negotiations with BH Society, the 2013 Lease restricts grant funding opportunities. The need for more stable property rights to enable grant funding appears to be the motivating factor for BH Society in these negotiations. Understandably, as a general matter, donors need assurances that the grant recipients have secured more than transient rights to facilities to be improved with the grant funding.

In 2022, to address the Maine statute limiting the lease term of closed school buildings to not more than 4 years, BH Society successfully sought to have the Maine Legislature enact a law permitting a long-term lease of the Old Office. P&SL Ch. 23 (2022) is entitled, "An Act to Authorize School Administrative District No. 6 To Lease a Former Administrative Building for a Term of Not More than 20 Years." This private law expressly permits MSAD 6 to lease the Old Office to BH Society "for a term of not more than 20 years, as long as the lease addresses the terms of withdrawal from the lease by either party." This Act became effective in late 2022.

Subsequently, BH Society initiated negotiations of a new lease from MSAD 6 to replace the 2013 Lease. BH Society has sought four primary concessions: (i) a 40-year (not 20-year) lease relationship, (ii) the elimination of the termination without cause provision, (iii) a purchase option or right of first refusal, and (iv) transfer of responsibility for maintenance and capital costs to MSAD 6.

In its first proposal, BH Society sought an amended lease with a term of 20 years, renewable for an additional 20-year term, for a total of up to 40 years.

In our view, from the perspective of the tenant, a 20-year lease with a 20-year renewal option is equivalent to only a 20-year commitment. The problem is that from the perspective of MSAD 6, this is a 40-year lease commitment, and therefore likely to be outside the scope of the private law that only allows MSAD 6 to lease the Old Office for 20 years, not 40 years. For that reason, we proposed a different structure to achieve the same thing.

MSAD 6's counterproposal is for an amended and restated lease that would replace the 2013 lease. The MSAD 6-proposed lease would have an initial term of twenty years. On the tenth anniversary of the 20-year lease, however, the lease would be replaced by a new lease for twenty years. In turn, on its tenth anniversary, the new lease would be replaced by a (second) new lease for twenty years. In short, we have proposed that it is more consistent with the private law – allowing MSAD 6 to lease the Old Office for a term of

⁷ The BH Society website has a page called "Headquarters Rehabilitation," without further explanation offered: [Buxton, Buxton-Hollis Historical Society Buxton Hollis, ME Photo Albums \(buxtonhollishistorical.org\)](https://buxtonhollishistorical.org/)

Finance & Facilities Meeting - BH Society Lease

Item 7-B

August 31, 2023
Page 4

not more than 20 years – for MSAD 6 to enter into successive 20-year leases that replace each other. While the overall relationship extends the 40 years as sought by BH Society, each lease is 20 years per the private law.

Although BH Society's intentions were not completely clear,⁸ BH Society also proposed to limit MSAD 6's right to terminate the lease to termination only "for cause" (i.e., for a default). MSAD 6 has not agreed to this proposal, as this would essentially tie up the property long term for no economic benefit. Instead, MSAD 6 has proposed that both parties still could terminate without cause, substantially as described under the 2013 Lease. This is the termination language, as currently proposed:

. . . 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 or Second New Lease, shall terminate on June 30 of the calendar year following the date the notice of termination is delivered.

Under this provision, MSAD 6 would still be able to give notice of termination in any year of the term up until January 1 prior to the last day of that lease, and the lease would then terminate on the next June 30.

BH Society also requested an option to purchase or a right of first refusal over the Old Office. This, however, was not authorized by the private law, and is inconsistent with section 4103, discussed above, of the school disposition statute. *See* footnotes 5-6 above and accompanying text. Instead, MSAD 6 has proposed to grant BH Society a limited first refusal right (but not an option). The first refusal right is at an appraised market value and applies only after MSAD 6 follows the requirements of the school disposition statute, including offering the property to Buxton at no charge.

Most recently, BH Society has advanced a new concession, not part of the original negotiations. BH Society for the first time has requested that MSAD 6 bear all the capital and maintenance costs of the Old Office, excepting only a sum not to exceed \$5,000 per year to keep the property in good order and repair.

We have advised against agreeing to bear these costs. The Lease is not an economic venture, and MSAD 6 is not receiving rent, and particularly with an older building MSAD 6 has no current intention to use, it makes no economic sense to undertake the general expense of maintenance and repairs. As currently drafted, the MSAD 6 proposal has BH Society remaining responsible for all repairs and maintenance, including capital repairs (roof, walls, building systems, etc.), inside and outside, except that MSAD 6 would be responsible only for a limited number of certain enumerated items.

⁸ Initially, BH Society did not engage legal counsel, and its proposals were sometimes unclear. In April 2023, BH Society engaged legal counsel.

Finance & Facilities Meeting - BH Society Lease

Item 7-B

August 31, 2023
Page 5

Most recently, we met with MSAD 6 administration officials and are all agreed on this point. I am prepared to deliver this news back to BH Society. It is unclear if BH Society will give up on the request or if this makes the new lease a “no-go” for them. Perhaps BH Society will seek further relief in the legislature, for example by another private law allowing MSAD 6 to grant BH Society a purchase option on the building as well as an even longer term leasehold.⁹

3. Commitments of the Amended and Restated Lease.

It is our understanding that MSAD 6 has initiated a facilities study. This is not a good time to enter into a long-term lease commitment, since the results of that study might include either repurposing 100 Main Street, or moving the current administrative building somewhere else, such that MSAD 6 would want the property to be sold. In either case, it would not be desirable to have a long-term tenant in the Old Office. You have asked me to address this question in this memorandum.

As a legal matter, the proposed lease can extend as long as 20 years (longer, by using replacement leases as described above), but this term is subject to MSAD 6’s right to terminate without cause. The termination right is exercisable in any year up before January 1, and the lease terminates on the next June 30. Thus, the notice period could be as short as 6 months or as long as 18 months.

There is always some risk that a tenant refuses to give up the premises, requiring an eviction action. The board may wish to consider this factor, but it may be reasonable to assume this is a low risk.

The proposed new lease currently does not contain the “Grant Funds” buy out provision in the current lease (see section 1 above). It therefore eliminates the possibility of this cost were MSAD 6 to terminate without cause.¹⁰

There is one added change I suggest to the amended lease if MSAD 6 wishes to continue the negotiations. Unlike the current lease, the drafts of the amended lease do not include the “Grant Funds” concept as a legal right of BH Society. That said, one can foresee the

⁹ A long-term lease of 40 years could be used in a type of financing called “unsubordinated ground lease,” where the fee is not mortgaged, but the term of the leasehold is long enough to allow a lender to exercise default remedies and be protected. I am not sure if a long-term lease will satisfy grantors, but perhaps with an option it would be.

¹⁰ It must be noted, however, that if the current lease remains in place (renewed automatically year-to-year), then the possibility exists that MSAD 6 might owe “Grant Funds” under the current lease.

Finance & Facilities Meeting - BH Society Lease

Item 7-B

August 31, 2023
Page 6

possibility that BH might secure a significant grant (BH Society and/or its donor guessing – wrongly – that MSAD 6 will not terminate), only to find that shortly thereafter, MSAD 6 wishes to terminate the lease. This could create a legal entanglement simply by misunderstanding. To avoid possible legal entanglement under the proposed amended lease, I suggest we might add some language to the proposed current version that would expressly warn of this situation, stating that BH understands and agrees to this risk. By expressly placing BH Society on notice that MSAD 6 is not waiving its termination right in any such circumstance, we can foreclose the possibility of a reasonable accusation that BH Society was unaware of this risk.

As we discussed, you wish to meet with the facilities committee for instructions about the further course of these negotiations. I will put the matter on hold until I hear back from you.



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Website

FINANCE & FACILITIES COMMITTEE

Adjournment

ITEM 5. OTHER FINANCE DISCUSSION/ACTION ITEMS
ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS

ITEM 8. ADJOURNMENT

Respectfully submitted
William Brockman
Business Manager of Finance & Operations

Finance & Facilities Meeting Packet

Thursday, September 14, 2023

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

Serving the Towns of Buxton, Hollis, Limington, Standish and Frye Island
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**Thank you
For
your participation**

**Any
Questions?**

Finance & Facilities Meeting CALENDAR for FY24

All REGULAR FINANCE AND FACILITIES MEETINGS will be held on the 2nd Thursday of the Month at the Central Office beginning at 3:00 pm

Warrant Preparation Dates:	Meeting Dates & Times	Warrant Review Dates:
07/07 - Warrants #23-27 Prepared 07/07 - Warrant #24-01 Prepared	Wednesday, JULY 12TH 4:00 pm- 5:30 pm	7/12 - Warrants for JUNE FY23 Reviewed (#23-24/#23-25/#23-26/#23-27)
07/21 - Warrant #23-28 Prepared 07/21 - Warrant #24-02 Prepared 08/04 - Warrant #24-03 Prepared	Thursday, AUG 17TH 3:00 pm- 4:30 pm	8/17 - Final Warrant for FY23 Reviewed Warrants for JULY FY24 Reviewed (#23-28/#24-01/#24-02/#24-03)
08/18 - Warrant #24-04 Prepared 09/01 - Warrant #24-05 Prepared	Thursday, SEPT 14TH 3:00 pm- 4:30 pm	9/14 - Warrants for AUG FY24 Reviewed (#24-04/#24-05)
09/15 - Warrant #24-06 Prepared 09/29 - Warrant #24-07 Prepared	Thursday, OCT 12TH 3:00 pm- 4:30 pm	10/12 - Warrants for SEPT FY24 Reviewed (#24-06/#24-07)
10/13 - Warrant #24-08 Prepared 10/27 - Warrant #24-09 Prepared	Thursday, NOV 9TH 3:00 pm- 4:30 pm	11/09 - Warrants for OCT FY24 Reviewed (#24-08/#24-09)
11/09 - Warrant #24-10 Prepared 11/22 - Warrant #24-11 Prepared	Thursday, DEC 14TH 3:00 pm- 4:30 pm	12/14 - Warrants for NOV FY24 Reviewed (#24-10/#24-11)
12/08 - Warrant #24-12 Prepared 12/22 - Warrant #24-13 Prepared	Thursday, JAN 11TH 3:00 pm- 4:30 pm	01/11 - Warrants for DEC FY24 Reviewed (#24-12/#24-13)
01/05 - Warrant #24-14 Prepared 01/19 - Warrant #24-15 Prepared	Thursday, FEB 8TH 3:00 pm- 4:30 pm	02/08 - Warrants for JAN FY24 Reviewed (#24-14/#24-15)
02/02 - Warrant #24-16 Prepared 02/16 - Warrant #24-17 Prepared	Thursday, MAR 14TH 3:00 pm- 4:30 pm	03/14 - Warrants for FEB FY24 Reviewed (#24-16/#24-17)
03/01 - Warrant #24-18 Prepared 03/15 - Warrant #24-19 Prepared 03/29 - Warrant #24-20 Prepared	Thursday, APR 11TH 3:00 pm- 4:30 pm	04/11 - Warrants for MAR FY24 Reviewed (#24-18/#24-19/#24-20)
04/12 - Warrant #24-21 Prepared 04/26 - Warrant #24-22 Prepared	Thursday, MAY 9TH 3:00 pm- 4:30 pm	05/09 - Warrants for APR FY24 Reviewed (#24-21/#24-22)
05/10 - Warrant #24-23 Prepared 05/24 - Warrant #24-24 Prepared	Thursday, JUNE 13TH 3:00 pm- 4:30 pm	06/13 - Warrants for MAY FY24 Reviewed (#24-23/#24-24)
06/07 - Warrant #24-25 Prepared 06/21 - Warrant #24-26 Prepared 07/05 - Warrant #24-27 Prepared 07/05 - Warrant #25-01 Prepared	Thursday, JULY 11TH 3:00 pm- 4:30 pm	07/11 - Warrants for JUNE FY24 Reviewed (#24-25/#24-26/#24-27/#25-01)

