

## MAINE SCHOOL ADMINISTRATIVE DISTRICT #6 Finance & Facilities Committee Meeting

# FINANCE & FACILITIES COMMITTEE MEMBERS











Debra M. Black At-Large Board Member; Term Expires 2026 (June) Limington Residency <u>dblack</u> (abonnyeagle.org 207-637-3162 Kelley C. Heath At-Large Board Member; Term Expires 2024 (June) Hollis Residency <u>kheath</u> @bonnyeagle.org 207-727-4518

Marean At-Large Board Member; Committee Vice-Chair Term Expires 2025 (June) Hollis Residency <u>dmarean</u> (abonnyeagle.org) 207-727-5527

Donald G.

Meserve At-Large Board Member; Term Expires 2026 (June) Buxton Residency <u>cymeserve</u> (abonnyeagle.org) 207-838-7287

Cynthia J.

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, December 14, 2023

## MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Finance & Facilities Meeting Agenda

#### Finance & Facilities Meeting Thursday, December 14, 2023

4:00 pm – 5:00 pm Central Office Conference Room

- ITEM 1 Call to Order
- ITEM 2 Public Comments
- ITEM 3 Approve Minutes of Previous Finance and Facilities 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 Reports
  - **D**. D/ Capital Projects (Category 70 Expenditures)

#### ITEM 5. OTHER FINANCE DISCUSSION/ACTION ITEMS

- A. D/A School Bus Lease
- B. D/A Competitive Energy Services Contract
- C. D/A Buxton Police Department Radio Project
- D. D/A Other Finance Discussion/Action Items

#### FACILITIES ITEMS

- ITEM 6. FACILITIES DISCUSSION ITEMS A - D/ Facilities Update – Adam Thibodeau
- ITEM 7. OTHER FACILITIES DISCUSSION/ACTION ITEMS A. – D/A Other Facilities Discussion/Action Items
- ITEM 8. ADJOURNMENT

Respectfully submitted Dawn Pooler Business Manager of Finance & Operations

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## 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.

## <u>Minutes</u>

## Item 3

**Bonny Eagle School District** 

#### FINANCE-FACILITIES COMMITTEE MEETING MINUTES

Thursday, November 9, 2023/3:00 p.m.

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

2	
Present	
	Cindy Meserve (via phone)
Excused	d: Debra Black
	Don Marean, Vice-Chair of Finance-Facilities
	John Sargent, Chair of Finance-Facilities
Other:	Nathan Carlow, Chair, School Board
	Bill Brockman, Business Manager
	Clay Gleason, Superintendent
	Dawn Pooler, Finance Manager
	Adam Thibodeau, Director of Facilities
Meetin	g Packet link: <u>Finance-Facilities Meeting Packet 11/9/23</u>
1.	Ms. Heath called the meeting to order at 3:13 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 Mr. Carlow: seconded by Ms. Heath: To approve the minutes of the October 12, 2023, Finance-Facilities Committee meeting as presented.

VOTED: "Yes," unanimous

- 4. Review of A/P and Payroll Warrants and Financial Reports:
  - a. Review of the A/P and Payroll Warrants August warrants: <u>Warrant Summary October 2023</u>
  - b. The Top 25 Expenditures were reviewed. Top 25 Expenditures October 2023
  - c. Financial Report:

Ms. Pooler reviewed the Financial Report: link to the report is <u>Financial Report October 2023</u> Ms. Pooler shared the Miscellaneous Revenues is showing a significant increase due to the higher interest rate that the district is receiving from Gorham Savings. Ms. Pooler also noted that Article 10 – Debt is showing a higher expense for year to date due to the Buxton Center Elementary debt service principal payment that was issued in October.

## MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 3

- d. Mr. Brockman provided the committee detailed expenditures for Capital Projects on pages 16 through 17 of the meeting packet.
- e. Mr. Brockman reviewed the Financial Dashboard on pages 18 to 20 of the meeting packet. Expended year to date is at \$14,646,521 with a percent expended of 24.51%.

#### 5. Other Finance Discussion Items:

- a. School Bus Purchase Program: Mr. Brockman provided information on the Maine School Bus Program which can provide funding for the purchase of State approved school bus purchases. The district will be asking for approval for the purchase of 5 buses and the application deadline is 11/25/23. The committee also discussed electric school buses that the State is also offering grant funds for. Mr. Brockman feels the district needs to continue with the purchase of propane buses at this point in time noting additional expenses which are associated with electric buses such as installing charging stations, costly replacement of batteries as well as not having staff trained in the repairs for electric buses.
- b. Review and Approve Budget Advisory Committee membership. The committee reviewed the submitted applications. There are still openings for each category and the committee recommends keeping the application process open in hopes of finding additional members. Mr. Carlow noted that the Chair of the Finance Committee can approve any additional applicants without having to reconvene the whole committee.

#### Moved by Mr. Carlow; seconded by Ms. Heath

To approve qualified applicants to serve on the Budget Advisory Committee for the 2023-2024 school year.

#### VOTED: "Yes," unanimous

c. Review and Approve preliminary Category 30 Per Pupil Allocation to be used in the 2024-2025 Baseline Budget: Mr. Brockman presented to the committee the Business Office's proposed per pupil allocation noting that overall there was only a small increase of \$3,100.00 from the current budget year per pupil allocation. Small adjustments were made to reflect student enrollment numbers in the schools. The total per pupil allocation recommended amount is \$3,134,000.00.

#### Moved by Ms. Heath; seconded by Mr. Carlow

To approve the presented FY'25 Per Pupil Allocation to be used in the budget building process.

#### VOTED: "Yes," unanimous

#### 6. Facilities Update

- a. Facilities Update Mr. Thibodeau reviewed his Facilities update Facilities Update October 2023
- 7. Other Facilities Discussion/Action items: No other item discussion at this time.

#### 8. Adjournment:

The meeting adjourned at 4:16 p.m.

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

Finance & Facilities Committee Meeting

# 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 Reports
- D. D/ Capital Projects (Category 70 Expenditures)

ITEM 5. OTHER FINANCE DISCUSSION/ACTION ITEMS

A. D/A School Bus Lease

D.

- B. D/A Competitive Energy Services Contract
- C. D/A Buxton Police Department Radio Project

# Finance & Facilities Meeting Packet Thursday, December 14, 2023

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

# Finance & Facilities Meeting -

## Item 4-A

		Novem			
w #		E DATE		A M	OUNT
# 24.10	AP	11/10/23	AP	\$	382,198.36
24.09	PR	,,	Gross Payroll		1,845,041.02
	PR		Insurance(Oct) MainePERS	\$	
SUBTOTAL				\$	2,492,664.11
24.11	AP	11/22/23	AP	\$	400,727.72
24.10	PR		Gross Payroll	\$	1,656,474.01
	PR		Insurance(Nov)	\$ \$	843,461.65
SUBTOTAL				\$	2,900,663.38
GRAND TOT	AL			\$	5,393,327.49

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 4-B

## Top 25 Expenditures

November 2023

## Accounts Payable Warrants 24-10 & 24-11 Total: \$782,926.08

Check #	Vendor	Description	N.	Amount
155774	HUSSEY SEATING COMPANY	* 70 6 BLEACHER UNITS BEHS	\$	90,915.00
155585	BANA CORP	* 70 Partial \$86,094.00 GENERATOR INSTALL @ TECHNOLOGY	\$	86,478.73
155589	CENTER FOR INTERNET SECURITY	CYBER SECURITY SERVICES	\$	39,600.00
155838	SYSCO OF NORTHERN N.E.	NUTRITION SUPPLIES DISTRICT WIDE 24-11	\$	38,447.69
155662	SYSCO OF NORTHERN N.E.	NUTRITION SUPPLIES DISTRICT WIDE 24-10	\$	37,634.43
155640	PITSTOP FUELS	*70 Partial \$19,401.42 to Capital / \$ 1,633.99 General fund PROPANE EXPENSE 24-10	\$	37,035.41
155795	MSMA WORKERS COMP TRUST	MONTHLY WORKERS COMP EXPENSE	\$	36,738.00
155790	MARK R. HAMMOND ASSOC.	SP-ED CONTRACTED SERVICES 24-11	\$	23,414.80
155594	DRUMMOND/WOODSUM	LEGAL EXPENSE	\$	21,276.96
155590	CENTRAL MAINE POWER	ELECTRICITY EXPENSE 24-10	\$	14,552.54
155772	HILLYARD/NEW ENGLAND	CUSTODIAL SUPPLIES DISTRICT WIDE	\$	14,449.44
155770	HARRIMAN ASSOCIATES	MASTER FACLITIES PLANNING	\$	13,522.50
155815	PINE TREE WASTE	TRASH REMOVAL 24-11	\$	12,360.19
155741	BANA CORP	*70 ELECTRICAL WORK	\$	11,256.96
155578	AMAZON CAPITAL SERVICES	SUPPLIES DISTRICT WIDE 24-10	\$	10,772.32
155665	THAYER, LIMITED LIABILITY CO.	* 70 HVAC ROOF TOP UNIT - BEHS	\$	10,000.00
155746	CENTRAL MAINE POWER	ELECTRICITY EXPENSE 24-11	\$	9,501.38
155602	HONEYWELL	HVAC EXPENSE	\$	8,987.60
155734	AMAZON CAPITAL SERVICES	SUPPLIES DISTRICT WIDE 24-11	\$	8,197.77
155608	KONE BROOKLYN	ELEVATOR INSPECTIONS	\$	7,946.47
155783	MAINE BEHAVIORAL	SP-ED CONTRACTED SERVICES 24-11	\$	7,809.00
155638	PINE TREE SOCIETY FOR HANDICAPPED	SP-ED CONTRACTED SERVICES 24-10	\$	7,510.75
155753	CSS CONSULTING LLC	PROF. DEVELOPMENT/TRAINING	\$	7,500.00
155845	VISA	SUBSCRIPTION RENEWALS/PROF DEVELOPMENT	\$	7,400.29
155655	SEVEE & MAHER ENGINEERS	PFAS TREATMENT	\$	7,235.75
	% OF ALL AP	72.87%		\$570,543.98

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6 Serving the Towns of Buxton, Hollis, Limington, Standish and Frye Island

## Finance & Facilities Meeting -

## <u>Interim</u> <u>Financial Report</u>

## Item 4-C

## FY24 YTD REPORT - OCTOBER

General	-und Summary:	ADOPTED /		57.00M-1	PROJECTED	PROJECTED	
	ared for the	ADJUSTED	ACTUALS YTD	% BAL	YEAR END	YEAR END	ACTUALS YT
	ember 14th	BUDGET	2023-24	LEFT	TOTALS	BALANCES	2022-23
finance co	mmittee meeting	2023-24	11/30/2023	YTD	2023-24	REMAINING	11/30/2022
STATE SUBSIDY (G		\$22,875,038	\$10,352,106	54.74%	\$22,875,038	\$0	\$9,915,617
BALANCE FORWAR		\$3,500,000	\$3,500,000	0.00%	\$3,500,000	\$0	\$2,350,000
SPECIAL ED REVEN		\$175,000	\$38,523	77.99%	\$175,000	\$0	\$95,462
MISCELLANEOUS R		\$51,000	\$196,863	-286.01%	\$500,000	\$449,000	\$169,507
		\$0	\$1,207	#DIV/0!	\$1,207	\$1,207	\$0
DEVENUES OVER	UNDER) ESTIMATES	\$33,147,726	\$13,811,552	58.33%	\$33,147,726	\$0 A \$450,207	\$13,332,450
Article 1 - REGULAR	and a contract of the second o	\$59,748,764 \$22,631,418	\$27,900,252 \$5,309,717	<b>53.30%</b> 76.54%	\$60,198,971 \$22,221,111	A \$450,207 \$410,308	\$25,863,030 \$5,433,767
		\$10,765,717	\$2,724,112	74.70%	\$10,570,534	\$195,182	\$2,375,894
Article 3 - CAREER &		\$10,000	\$0	100.00%	\$0	\$10,000	\$2,575,05
Article 4 - OTHER IN		\$1,079,035	\$344,751	68.05%	\$1,059,472	\$19,563	\$363,518
and the second	& STAFF SUPPORT	\$5,594,708	\$2,157,820	61.43%	\$5,493,276	\$101,432	\$1,449,851
Article 6 - SYSTEM A		\$1,674,400	\$620,846	62.92%	\$1,644,043	\$30,357	\$626,096
Article 7 - SCHOOL A	ADMINISTRATION	\$2,510,737	\$898,643	64.21%	\$2,465,217	\$45,520	\$894,520
Article 8 - TRANSPO	RTATION & BUSES	\$4,509,084	\$1,451,430	67.81%	\$4,427,334	\$81,750	\$1,209,040
Article 9 - FACILITIE	S MAINTENANCE	\$9,229,055	\$3,754,196	59.32%	\$9,061,732	\$167,323	\$3,267,955
Article 10 - DEBT & C	OTHER COMMITMENTS	\$1,726,610	\$1,595,551	7.59%	\$1,695,307	\$31,303	\$1,575,070
Article 11 - ALL OTH		\$18,000	\$724	95.98%	\$17,674	\$326	\$747
	VER) UNDER BUDGET	\$59,748,764	\$18,857,788	68.44%	\$58,655,700		\$17,196,45
the second se	Approved Budget	\$0	\$5,542,464 31.56%		A + B = C	c \$1,543,271 2.58%	\$6,316,579 30,429
LESS: FUND BAL C REVENUES OVER / LESS:	arried Forward FY24 (UNDER) EXPENSES					\$3,500,000 \$1,543,271	
Article 9 BALANCE	to Canital Reserve					(0.107.000)	
>Article 5 BALANCE	to Capital Technology Reser	ve				(\$167,323) (\$75,000)	
	to Capital Technology Reser IT ADJUSTMENTS	ve				(\$75,000) (\$225,000)	
	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24	ve				(\$75,000) (\$225,000) \$9,615,962	
> PROJECTED AUD FUND BALANCE EN As a % of 23-24 Budg	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get	ve				(\$75,000) (\$225,000) \$9,615,962 16,09%	
<ul> <li>PROJECTED AUD</li> <li>FUND BALANCE EN</li> <li>As a % of 23-24 Budged</li> <li>NET CHANGE IN FU</li> </ul>	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get IND BALANCE	ve				(\$75,000) (\$225,000) \$9,615,962 16,09% (\$2,424,052)	
FUND BALANCE EN As a % of 23-24 Budg	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get IND BALANCE Y FORWARD 24-25	ve				(\$75,000) (\$225,000) \$9,615,962 16,09%	
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PROJECTED AUD FUND BALANCE EN As a % of 23-24 Budg NET CHANGE IN FU PROJECTED CARR FUND BALANCE AV	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get IND BALANCE Y FORWARD 24-25	ADOPTED / ADJUSTED BUDGET 2023-24	2023-24 11/30/2023	LEFT YTD	YEAR END TOTALS 2023-24	(\$75,000) (\$225,000) \$9,615,962 16,09% (\$2,424,052) \$3,500,000 \$6,115,962 PROJECTED YEAR END BALANCES REMAINING	2022-23 11/30/2022
PROJECTED AUD FUND BALANCE EN As a % of 23-24 Budg NET CHANGE IN FU PROJECTED CARR FUND BALANCE AV FUND BALANCE AV FOOI REVENUES	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get IND BALANCE Y FORWARD 24-25 AILABLE FOR FY26	ADOPTED / ADJUSTED BUDGET 2023-24 \$2,028,000	2023-24 11/30/2023 \$696,065	LEFT YTD 65.68%	YEAR END TOTALS 2023-24 \$1,991,232	(\$75,000) (\$225,000) \$9,615,962 16.09% (\$2,424,052) \$3,500,000 \$6,115,962 PROJECTED YEAR END BALANCES REMAINING (\$36,768)	2022-23 11/30/2022 \$699,24
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PROJECTED AUD FUND BALANCE EN As a % of 23-24 Budg NET CHANGE IN FU PROJECTED CARR' FUND BALANCE AV FUND BALANCE AV FOOI REVENUES EXPENDITURES BALANCE	to Capital Technology Reser IT ADJUSTMENTS ID OF YEAR 23-24 get IND BALANCE Y FORWARD 24-25 AILABLE FOR FY26	ADOPTED / ADJUSTED BUDGET 2023-24 \$2,028,000 \$2,028,000 \$0 ADOPTED / ADJUSTED BUDGET	2023-24 11/30/2023 \$696,065 \$715,969 (\$19,905) ACTUALS YTD 2023-24	LEFT YTD 65.68% 64.70% %BAL LEFT	YEAR END TOTALS 2023-24 \$1,991,232 \$0 PROJECTED YEAR END TOTALS	(\$75,000) (\$225,000) \$9,615,962 16,09% (\$2,424,052) \$3,500,000 \$6,115,962 PROJECTED YEAR END BALANCES REMAINING (\$36,768) \$36,768 <b>\$0</b> PROJECTED YEAR END BALANCES	2022-23 11/30/2022 \$699,24 \$743,671 (\$44,43 ACTUALS YT 2022-23

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## 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								Statement Code: zAT-E	
	Year Before Last	Last Year Period	Enacted Budget	Current Period	Reported Period	Amount Remaining	Percent Remaining		
Account Number / Description	7/1/2021 - 11/30/2021	7/1/2022 - 11/30/2022	7/1/2023 - 6/30/2024	11/1/2023 - 11/30/2023	7/1/2023 - 11/30/2023				
01 Article 1 - REGULAR INSTRUCTION	\$5,433,387.58	\$5,433,767.12	\$22,631,418.48	\$1,675,836.19	\$5,309,716.67	\$17,321,701.81	7 <b>6.54%</b>		
02 Article 2 - SPECIAL EDUCATION	\$2,485,934.49	\$2,375,894.44	\$10,765,716.74	\$804,788.17	\$2,724,111.92	\$8,041,604.82	74.70%		
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	\$249,693.11	\$363,518.16	\$1,079,035.34	\$141,216.52	\$344,750.52	\$734,284.82	68.05%		
05 Article 5 - STUDENT & STAFF SUPPORT	\$1,883,419.43	\$1,449,850.88	\$5,594,708.23	\$335,305.01	\$2,157,819.50	\$3,436,888.73	61.43%		
06 Article 6 - SYSTEM ADMINISTRATION	\$514,039.35	<b>\$626,095.6</b> 7	\$1,674,399.72	\$119,622.01	\$620,833.64	\$1,053,566.08	62.92%		
07 Article 7 - SCHOOL ADMINISTRATION	\$964,536.46	\$894,519.88	\$2,510,736.66	\$198,273.41	\$898,642.66	\$1,612,094.00	64.21%		
08 Article 8 - TRANSPORTATION & BUSES	\$1,282,299.07	\$1,209,039.62	\$4,509,084.10	\$305,064.99	\$1,451,429.53	\$ <b>3,057,654.5</b> 7	67.81%		
09 Article 9 - FACILITIES MAINTENANCE	\$2,613,685.21	\$3,267,954.60	\$9,229,054.73	\$631,322.36	\$3,754,196.03	\$5,474,858.70	59.32%		
10 Article 10 - DEBT & OTHER COMMITMENTS	\$1,614,093.26	\$1,575,069.92	\$1,726,610.00	\$0.00	\$1,595,551.38	\$131,058.62	7 <b>.59%</b>		
11 Article 11 - ALL OTHER EXPENSES	\$2,350.00	\$7 <b>46.</b> 75	\$18,000.00	\$0.00	\$724.25	\$17,275.75	95.98%		
GRAND TOTAL	\$17,043,437.96	\$17,196,457.04	\$59,748,764.00	\$4,211,428.66	\$18,857,776.10	\$40,890,987.90	68.44%		

12/5/2023 12:40:53PM

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Report # 187614

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## <u>Interim</u> <u>Financial Reports</u>

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

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

Report # 187613

Statement Code: zAT+E

	Year Before Last	Last Year Period	Enacted Budget	Current Period	Reported Period	Encumbrances	Amount Remaining	Percent Remaining
Account Number / Description	7/1/2021 - 11/30/2021	7/1/2022 - 11/30/2022	7/1/2023 - 6/30/2024	11/1/2023 - 11/30/2023	7/1/2023 - 11/30/2023	7/1/2023 - 11/30/2023		7/1/2023 - 11/30/2023
01 Article 1 - REGULAR INSTRUCTION	\$5,433,387.58	\$5,433,767.12	\$22,631,418.48	\$1,675,836.19	\$ <b>5,309,716.6</b> 7	\$14,807,504.97	\$2,514,196.84	11.10%
02 Article 2 - SPECIAL EDUCATION	\$2,485,934.49	\$2,375,894.44	\$10,765,716.74	<b>\$804,788.1</b> 7	\$2,724,111.92	<b>\$6,384,129.3</b> 7	\$1,657,475.45	15.39%
03 Article 3 - CAREER & TECH ED	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100.00%
04 Article 4 - OTHER INSTRUCTION	\$249,693.11	\$363,518.16	\$1,079,035.34	\$141,216.52	\$344,750.52	\$230,801.36	\$503,483.46	46.66%
05 Article 5 - STUDENT & STAFF SUPPORT	\$1,883,419.43	\$1,449,850.88	\$5,594,708.23	\$335,305.01	<b>\$2,15</b> 7, <b>819.50</b>	\$2,693,213.72	\$743,675.01	13.29%
06 Article 6 - SYSTEM ADMINISTRATION	\$514,039.35	<b>\$626,095.6</b> 7	\$1,674,399.72	\$119,622.01	\$620,833.64	\$741,188.48	\$312,377.60	18.65%
07 Article 7 - SCHOOL ADMINISTRATION	\$964,536.46	\$894,519.88	\$2,510,736.66	\$198,273.41	\$898,642.66	\$1,464,760.75	\$147,333.25	5.86%
08 Article 8 - TRANSPORTATION & BUSES	<b>\$1,282,299.0</b> 7	\$1,209,039.62	\$4,509,084.10	\$305,064.99	\$1,451,429.53	<b>\$1,809,212.9</b> 7	\$1,248,441.60	27.68%
09 Article 9 - FACILITIES MAINTENANCE	\$2,613,685.21	\$3,267,954.60	\$9,229,054.73	\$631,322.36	\$3,754,196.03	\$2,764,190.63	<b>\$2,710,668.0</b> 7	<b>29.3</b> 7%
10 Article 10 - DEBT & OTHER COMMITMENTS	\$1,614,093.26	\$1,575,069.92	\$1,726,610.00	\$0.00	\$1,595,551.38	\$0.00	\$131,058.62	7 <b>.59%</b>
11 Article 11 - ALL OTHER EXPENSES	\$2,350.00	\$746.75	\$18,000.00	\$0.00	\$724.25	\$0.00	\$17,275.75	<b>95.9</b> 7%
GRAND TOTAL	\$17,043,437.96	\$17,196,457.04	\$59,748,764.00	\$4,211,428.66	\$18,857,776.10	\$30,895,002.25	\$9,995,985.65	16.73%

12/5/2023 12:37:43PM

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Finance & Facilities Meeting -

Capital Project Report

## Item 4-C

## FY24 YTD CAPITAL PROJECTS

#### MSAD 6 / RSU 6 Category 70 EXPENDITURE REPORT

Report # 187615

Statement Code: \_WB CAT 70

				Year Before Last	Last Year Period	Enacted Budget	Current Period	Reported Period	Encumbrances	Amount Remaining	Percent Remaining
Account Number / Descrip	ion			7/1/2021 - 11/30/2021	7/1/2022 - 11/30/2022	7/1/2023 - 6/30/2024	11/1/2023 - 11/30/2023	7/1/2023 - 11/30/2023	7/1/2023 - 11/30/2023		7/1/2023 - 11/30/2023
1000-70-0000-2690-54300	-010-22-09	SUPPLEMENTAL MA	INT CMP HBE	0.00	20,050.00	199,500.00	0.00	88,985.43	105,024.00	5,490.57	2.75%
1000-70-0000-2690-54300	-020-22-09	SUPPLEMENTAL MA	INT CMP HOLLIS	0.00	6,230.60	88,500.00	0.00	47,919.61	0.00	40,580.39	45.85%
1000-70-0000-2690-54300	-060-22-09	SUPPLEMENTAL MA	INT CMP BCES	0.00	33,159.80	81,900.00	400.00	8,900.00	14,597.00	58,403.00	71.31%
Current Period											
Posting Date	Batch #	Document Type	Document #	Doc. Code	Reference		Debit	Credit			
11/10/2023	89500	Voucher	2309013/165765	8926	8926-HARRIMAN AS	SOCIATES	400.00 400.00	0.00			
1000-70-0000-2690-54300	-080-22-09	SUPPLEMENTAL MA	INT CMP EDNA	0.00	7,643.50	125,500.00	0.00	9,759.66	1,380.00	114,360.34	91.12%
1000-70-0000-2690-54300	-090-22-09	SUPPLEMENTAL MA	INT CMP GEJ	0.00	22,707.50	107,271.33	0.00	632.43	0.00	106,638.90	99.41%
1000-70-0000-2690-54300	100-22-09	SUPPLEMENTAL MA	INT CMP SF	0.00	237.50	95,500.00	0.00	0.00	94,225.00	1,275.00	1.33%
1000-70-0000-2690-54300	-110-22-09 \$	SUPPLEMENTAL MAI	NT CMP BEMS	0.00	63,122.01	379,600.00	21,267.58	321,380.43	50,805.00	7,414.57	1.95%
Current Period											
Posting Date	Batch #	Document Type	Document #	Doc. Code	Reference		Debit	Credit			
11/10/2023	89500	Voucher	33384819/166171	11350	11350-PITSTOP FUEL	S INC.	17,107.58	0.00			
11/22/2023	89761	Voucher	MIDDLE SCHOOL/1			EE & LANDSCAPING I	,	0.00			
11/22/2023	89761	Voucher	091447/166194	59611	59611-PREMIUM CON	ICRETE FLOORS LLC	2,560.00	0.00			
1000-70-0000-2690-54300	-300-22-09	SUPPLEMENTAL MA	INT CMP BEHS	0.00	125,063.11	193,028.67	101,341.47	167,247.67	4,000.00	21,781.00	11.28%
Current Period											
Posting Date	Batch #	Document Type	Document #	Doc. Code	Reference		Debit	Credit			
11/10/2023	89500	Voucher	5298-02	56420	56420-THAYER, LIMI	TED LIABILITY COMP.	4 10,000.00	0.00			
11/22/2023	89761	Voucher	19016/166203	1939	1939-BANA CORP		426.47	0.00			
11/22/2023	89761	Voucher	CD99106429/166029	312	312-HUSSEY SEATIN	G COMPANY	90,915.00 101,341.47	0.00			
1000-70-0000-2690-54300	-915-22-09	SUPPLEMENTAL CEN	TRAL OFFICE	0.00	0.00	22,200.00	0.00	22,082.50	0.00	117.50	0.52%
1000-70-0000-2690-54300				0.00	0.00	88,400.00	88,387.84	88,387.84	0.00	12.16	0.01%
Current Period				0100	0.00		00,007101		0100		0.0 1 0
Posting Date	Batch #	Document Type	Document #	Doc. Code	Reference		Debit	Credit			
11/10/2023	89500	Voucher	33388364/166159	11350	11350-PITSTOP FUEL	S INC.	2,293.84	0.00			
11/10/2023	89500	Voucher	19003/166167	1939	1939-BANA CORP		8,609.40	0.00			
11/10/2023	89500	Voucher	18979/166118	1939	1939-BANA CORP		77,484.60	0.00			
1000-70-0000-2690-54200	-930-22-09	SUPPLEMENTAL MAI	INT CMP TRANSPOR	0.00	1,429.60	61,500.00	88,387.84 10,100.25	0.00 30,475.86	19,321.56	11,702.58	19.02%

12/5/2023 12:43:28PM

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#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

#### Capital Project Report Finance & Facilities Meeting -

## Item 4-C

## FY24 YTD CAPITAL EXPENDITURES

#### MSAD 6 / RSU 6 **Category 70 EXPENDITURE REPORT**

Year Before Last Last Year Period Enacted Budget Current Period **Reported** Period Encumbrances Percent Amoun Remaining Remaining 7/1/2023 -7/1/2021 -7/1/2022 -7/1/2023 11/1/2023 -7/1/2023 -7/1/2023 -Account Number / Description 11/30/2021 11/30/2022 6/30/2024 11/30/2023 11/30/2023 11/30/2023 11/30/2023 Current Period Posting Date Batch # Document Type Document # Doc. Code Reference Debit Credit 19010/166192 9.250.00 11/22/2023 89761 Voucher 1939 1939-BANA CORP 0.00 11/22/2023 89761 19011/166192 1939 1939-BANA CORP 850.25 Voucher 0.00 10,100.25 0.00 1000-70-0000-2690-54300-940-22-09 SUPPLEMENTAL FJ 0.00 0.00 18,000.00 0.00 14,000.00 0.00 4,000.00 22.22% 1000-70-0000-2690-54300-945-22-09 SUPPLEMENTAL - MAINT BLDG 0.00 0.00 39,100.00 2,206.01 39,012.01 0.00 87.99 0.22% Current Period Posting Date Batch # Debit Credit Document Type Document # Doc. Code Reference 4068-HAMMOND LUMBER CO 11/10/2023 89500 7136830/166170 4068 Voucher 2,206.01 0.002,206.0 0.00 \$279.643.62 \$838,783,44 \$289.352.56 \$371.864.00 24.79% \$0.00 \$1.500.000.00 \$223,703.15

GRAND TOTAL

12/5/2023 12:43:28PM

Page 2 of 2

Report # 187615

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

#### School Bus Purchase Program Finance & Facilities Meeting -

#### Item 5-A

• Bus Lease







November 6, 2023

M.S.A.D. 6 94 Main Street Buxton, ME 04093

#### **INVOICE #**

REF; PO#

2025 Type C Gas Bus 2025 Type C Propane Bus 3-2024 Type A Mini Propane Buses

Body # F544315 VIN: 1BAKGCJA3SF806647 \$135,000.00 Body # F544314 VIN: 1BAKGCHA4SF806646 \$ 145,500.00 Body # G2434163 VIN: TBD Body # G2434164 VIN: TBD Body # G2434165 VIN: TBD

\$119,500.00 \$119,500.00 \$119,500.00

Total Cost: \$639,000.00

Please make check payable to; O'Connor GMC Inc. 187 Riverside Drive Augusta, Me. 04330

Thank you for your business,

**Clifford Chase** O'Connor Bus Sales

> Sales 207-622-3191 • 800-452-1911 Service, Parts & Body Shop In Augusta: 207-622-3191 • 800-452-1911 • Fax 207-623-7246

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-A



November 14, 2023

Dawn Pooler, Finance Manager MSAD #6 94 Main Street Buxton, Maine 04093

#### MUNICIPAL LEASE PURCHASE PROPOSAL

Lessee:	MSAD #6
Equipment:	Five (5) new 77 passenger school buses
Cost of equipment:	\$639,000.00
Amount financed:	\$639,000.00
Lease term:	4 years
Interest rate:	5.45% fixed
No. of payments:	16 quarterly payments
Payment schedule:	\$44,414.45
Commencement date:	This lease shall commence on or about January 15, 2024.
First payment due:	The first quarterly payment of principal and interest shall be due and payable January 15, 2024.
Purchase option:	One dollar (\$1.00) at end of lease term.
Documentation fees:	None
Prepayment penalty:	There are no prepayment penalties.
Insurance:	Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessor and Lessee, in amounts satisfactory to Lessor.
Title (if required):	Lessee listed as owner and Lessor listed as lien holder.
Non-appropriation:	The lease will contain a non-appropriation clause.
Confirmation:	The anticipated total borrowing for 2023 will not exceed Ten Million dollars (\$10,000,000.00), making this lease <b>"Bank Qualified"</b> .

GORHAM LEASING GROUP 63 MARGINAL WAY, SUITE 200, PORTLAND ME 04101 (207) 839-3342 GorhamSavings.Bank

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-A

Type of lease:	This lease shall be considered a <b>Municipal Lease/Purchase</b> by all parties. Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
Advances or deposits:	If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by lessee, interest will accrue at the above rate and be due at closing.
Legal opinion:	<b>Leases greater than \$100,000 require an Opinion of Counsel.</b> The opinion must include a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.
Financial information:	Lessee will provide Gorham Savings Leasing Group LLC with most recent Audited Financial Statements, current year budget, Annual Report, a copy of the meeting minutes or council order approving the transaction and any other supporting data requested during the term of the lease.
Lessor's proposal:	This lease proposal is subject to final credit review and not binding until accepted by lessor. Lessor may withdraw the proposal at any time if any adverse information relating to the lessee's affairs is discovered prior to any lease closing.
Lease Rates:	This lease request will be closed within 30 days of the original proposal date or the rate will be subject to change based on the FHLBB daily advance rates at the time of closing.
Expiration of proposal:	This lease proposal shall expire if not accepted by a qualified official by 5:00 p.m. on November 30, 2023.

Thank you for the opportunity to present this lease proposal to you. If you are in agreement with the terms of the proposal, please sign and return it with the proper credit information. If you have any questions, please contact me at 207.222.1498.

Sincerely,

Frederick G. Proctor, Vice President Gorham Leasing Group

AWARD ACKNOWLEDGMENT:

This proposal is accepted and this financing is awarded to Gorham Leasing Group

\_\_ Date: \_\_\_

Name and Title

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

Date

## Item 5-A

#### 11/14/2023 7:13 PM

Nominal Annual Rate:	5.450%

**Compounding Period:** 

Cas	Cash Flow Data - Leases and Lease Payments									
	Event	Date	Amount	Number	Period	End Date				
1	Lease	12/01/2023	639,000.00	1						
2	Lease Payment	01/15/2024	44,414.45	16	Quarterly	10/15/2027				

Quarterly

#### TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/01/2023				639,000.00
2023 T	otals	0.00	0.00	0.00	
1	01/15/2024	44,414.45	4,293.55	40,120.90	598,879.10
2	04/15/2024	44,414.45	8,159.73	36,254.72	562,624.3
3	07/15/2024	44,414.45	7,665.76	36,748.69	525,875.6
4	10/15/2024	44,414.45	7,165.06	37,249.39	488,626.3
2024 T	otals	177,657.80	27,284.10	150,373.70	
5	01/15/2025	44,414.45	6,657.53	37,756.92	450,869.3
6	04/15/2025	44,414.45	6,143.10	38,271.35	412,598.0
7	07/15/2025	44,414.45	5,621.65	38,792.80	373,805.2
8	10/15/2025	44,414.45	5,093.10	39,321.35	334,483.8
2025 T	otals	177,657.80	23,515.38	154,142.42	
9	01/15/2026	44,414.45	4,557.34	39,857.11	294,626.7
10	04/15/2026	44,414.45	4,014.29	40,400.16	254,226.6
11	07/15/2026	44,414.45	3,463.84	40,950.61	213,276.0
12	10/15/2026	44,414.45	2,905.89	41,508.56	171,767.4
2026 T	otals	177,657.80	14,941.36	162,716.44	
13	01/15/2027	44,414.45	2,340.33	42,074.12	129,693.3
14	04/15/2027	44,414.45	1,767.07	42,647.38	87,045.9
15	07/15/2027	44,414.45	1,186.00	43,228.45	43,817.4
16	10/15/2027	44,414.45	596.96	43,817.49	0.0
2027 T	otals	177,657.80	5,890.36	171,767.44	
Grand	Totals	710,631.20	71,631.20	639,000.00	

Last interest amount decreased by 0.05 due to rounding.

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#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-A

#### 11/14/2023 7:13 PM

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
5.445%	\$71,631.20	\$639,000.00	\$710,631.20

Page 2 of 2

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-A



30 Lisbon Street PO Box 1407 Lewiston, Maine 04243 1.800.966.9172 Androscogginbank.com

November 9, 2023

Maine School Administrative District 6 Attn: Dawn Pooler, Business Manager 94 Main Street Buxton, ME 04096

	MUNICIPAL LEASE PURCHASE PROPOSAL	
Lessee:	Maine School Administrative District 6	
Equipment:	Five (5) School Buses with associated accessories, and attachments, (more particularly described in vendor invoices provided by the Lessee).	
Cost of Equipment:	\$639,000.00	
Lease Term:	5 Years	
Interest Rate:	6.65%	
Number of Payments	s: 5 Annual Payments (See attached Lease amortization schedule).	
Payment Amount:	\$144,761.81 (*Final payment may vary slightly).	
First Payment Due:	The first payment of principal and interest (if any) shall be due and payable at lease closing. A closing date of December 20, 2023 is proposed but may be re-scheduled upon request.	
Purchase Option:	One Dollar (\$1.00) at end of lease term.	
Prepayment:	There are no prepayment penalties.	
Insurance:	Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.	
Title:	Lessee shall be listed as owner and Lessor listed as lien holder on BMV title documents and UCC-1 filing statements as required. Lessor will also hold a security interest in any lease escrow account associated with this transaction.	
Non-appropriation:	The lease will contain a non-appropriation clause.	

P RUC

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

#### Item 5-A

Confirmation:	Lessee to confirm that anticipated total borrowings for the 2023 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease "Bank Qualified".
Type of Lease:	The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
Advances / Deposits:	If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.
Legal Opinion:	Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of Internal Revenue Code of 1986, as amended.
Financial Data:	Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year's budget, annual report, a copy of meeting minutes or council order approving the transaction and any other supporting data requested during the term of the lease.
	This Lease request will be closed within 60 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.
	This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on December 20, 2023.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it via email. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,

John Simko Director of Government Banking

AWARD / ACKNOWLEDGEMENT (please sign and return via email): This proposal is accepted. This financing is awarded to Androscoggin Bank.

By: Name & Title

Date :

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-A

#### Lease Amortization Schedule - MSAD 6 5 Year Lease

Annual Rate	•	6.65%			
	Start Date	Amount	Number	Period	End Date
Lease	12/20/2023	\$639,000.00	1		
Payment	12/20/2023	\$144,761.81	5	Annual	12/20/2027
Date	Payment	Interest	<u>Principal</u>	Balance	
12/20/2023	\$144,761.81		\$ 144,761.81	\$ 494,238.19	
12/20/2024	\$ 144,761.81	\$ 32,866.84	\$ 111,894.97	\$ 382,343.22	
12/20/2025	\$ 144,761.81	\$ 25,425.82	\$ 119,335.99	\$ 263,007.23	
12/20/2026	\$ 144,761.81	\$ 17,489.98	\$ 127,271.83	\$ 135,735.41	
12/20/2027	\$ 144,761.81	\$ 9,026.40	\$ 135,735.41	\$-	
Totals	<u>\$723.809.05</u>	<u>\$ 84,809.05</u>	<u>\$ 639,000.00</u>		

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

# Finance & Facilities Meeting - BAC Membership:

# Item 5-B Competitive Energy - Energy Procurement Agreement



#### **Client Representation/Energy Procurement Agreement**

This AGREEMENT is made effective as of the 20th day of November , 2023 ("Effective Date") by and between Competitive Energy Services, LLC, ("CES"), and MSAD #6 / RSU #6 - Bonny Eagle , ("Client"), each a "Party" and together "Parties".

WHEREAS, Client desires the assistance of CES in order to obtain [check all that apply]

#### Electricity Natural Gas Liquid Fuels

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CES and Client agree as follows:

#### 1. Scope of Work

CES will perform the following Scope of Work:

- A. Obtain and review the energy consumption data provided by the Client and/or Client's energy suppliers and utilities, following execution of any required Letters of Authorization ("LOA"). Client authorizes CES to execute, on Client's behalf, LOAs required by energy suppliers or utility companies for the limited purpose of receiving Client's historical energy consumption data. If an LOA executed by CES is not accepted by an energy supplier or utility company for any reason, CES will provide such LOA to Client for signature. CES will discuss future changes in Client's operations and make modifications to historic consumption to account for such changes as appropriate. CES will represent the Client on its agreed upon energy purchases as Client's exclusive agent.
- B. Interact with Client and Suppliers to:
  - i. Provide indicative pricing to the Client based upon CES' experience in the market.

ii. Assist Client in establishing a list of Suppliers acceptable to the Client. iii. Obtain indicative pricing and contract terms from Suppliers acceptable to the Client at the Client's direction. iv. Advise the Client regarding the price and other terms of any proposed contract for the Client.

 Provide a business and financial review of the non-price terms and conditions of proposed contracts. vi. Obtain executable pricing from Suppliers acceptable to the Client.

Client shall have sole discretion to determine whether to execute a contract for the supply of energy with any Supplier ("Contract").

- C. CES will make itself available to the Client for the duration of the term of any Contract to advise and to provide assistance to the Client. The obligations set forth in this section shall otherwise survive the Term of this Agreement.
- 2. Term. The Term of this Agreement shall begin on the Effective Date and will continue until terminated by either Party upon 30 days written notice. The rights, duties, and responsibilities of the Parties hereto shall continue in full force until the expiration of the Term.

#### 3. Compensation

- A. In the event that the Client executes a Contract during the Term, or during the 3 months following the Term, CES will receive compensation from the Supplier in accordance with the Compensation Schedule, attached hereto.
- B. If the Supplier does not collect the CES fee, Client agrees to pay CES the fee listed in the Compensation Schedule within 30 days of receiving an invoice from CES. For the avoidance of doubt, "Supplier" in this section may include the Local Distribution Utility if Client chooses Default Service or Standard Offer Service.
- C. In the event that the Client does not execute a Contract during the Term or during the 3 months after the Term, CES is entitled to no compensation either directly or indirectly from the Client, and neither Party will have further liability to the other.

CLIENT INITIALS:

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### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Finance & Facilities Meeting

## Item 5-B Competitive Energy - Energy Procurement Agreement

#### 4. Confidentiality.

- A. Each Party will keep in confidence (and not disclose) Confidential Information during the Term or during the 12 months immediately following the Term. Confidential Information includes the terms of this Agreement as well as any information exchanged that is identified by the disclosing Party as being confidential. Neither Party shall disclose Confidential Information to any third party (other than the Parties' and their affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order, regulation, or exchange rule. In the event such disclosure is ordered or required, the disclosing Party will notify the other Party as soon as reasonably able. The Parties will be entitled to all remedies at law or equity to enforce this confidentiality obligation.
- B. The provisions of this section will be subservient to the terms and conditions of any other confidentiality agreements entered into between the Parties. The obligations set forth in this section shall otherwise survive the Term of this Agreement.
- 5. No Joint Venture. CES and Client are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and CES or any employee or agent of CES.
- 6. No Consequential Damages. In no event, shall either CES or Client be liable to each other or any third party for any incidental, special, indirect, exemplary, or consequential damages, including but not limited to loss of use or loss of profits, whether foreseeable or not, occasioned by or arising out of CES' or Client's breach hereof or performance hereunder, delay in performance or any other cause whatsoever.
- 7. Exclusive Remedy. CES' and Client's sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that Party of such alleged breach or defect. If after repeated efforts that Party is unable to correct, or if that Party fails within reasonable time to attempt to correct and continues not to attempt to correct within (10) days of receipt from the other Party of written notice of such breach or defect, the other Party shall be entitled to terminate this Agreement and to recover actual damages in an amount not to exceed the amount of fees due and payable to CES by Supplier under this Agreement. Both Parties understand and agree that this exclusive remedy allocates risk of service defects between the Parties as authorized by applicable law.
- 8. Indemnification. CES and Client agree to indemnify and hold harmless each other from any claims, actions, or other proceedings and any losses, damages, or liabilities asserted by third parties in respect to personal injury or death to any person, or damage to any property arising out of or based upon any act or omission of the Parties in performance of this Agreement, but only to the extent that the indemnifying Party is negligent, or its action constitutes willful misconduct.
- 9. Miscellaneous. Any claim or controversy or claim arising out of or relating to this Agreement, or the formation or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws applicable to agreements made and to be performed within the state in which Client's facility is located, without regard to principles of Conflicts of Law. This Agreement shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors, and assigns. No portion of this Agreement or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either Party without prior written consent of the other Party. This Agreement, together with the exhibits attached hereto and any written amendments thereof, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto. If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provisions in this Agreement; this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Agreed and accepted on behalf of Competitive Energy Services, LLC	MSAD #6 / RSU #6 - Bonny Eagle (Client)
Ву:	Ву:
Name: Andrew Price	Name: Dawn Pooler
Title: President & COO Date:	Title: Business Manager - MSAD #6 Date: 11/21/23

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#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Item 5-B Competitive Energy - Energy Procurement Agreement

#### **COMPENSATION SCHEDULE**

#### **Electricity Accounts:**

The compensation for electricity accounts is based on the total electricity usage across all accounts over the past 12 months measured in KWh:

Customer Category	Category Range (12 Month Usage – KWhs)	Compensation (\$/KWh)
SMALL	Less than 500,000	\$0.00500
MEDIUM	500,001 to 2,000,000	\$0.003000
LARGE	2,000,001 to 10,000,000	\$0.00150
CUSTOM	Greater than 10,000,000	TBD

#### **Natural Gas Accounts:**

The compensation for natural gas accounts is based on the total usage of natural gas across all accounts over the past 12 months measured in Decatherms – Dths or MMBtus:

Customer Category	Category Range (12 Month Usage – dths)	Compensation (\$/dth)
SMALL	Less than 10,000	\$0.25000
MEDIUM	10,001 to 50,000	\$0.15000
LARGE and OTHER	50,001 to 100,000	\$0.10000
CUSTOM	100,001 and up	TBD

#### **Liquid Fuel Accounts:**

The compensation for liquid fuel is based on the total usage across all accounts over the past 12 months measured in gallons:

Customer Category Category Range (12 Month Usage – gallons)		Compensation (\$/gallon)	
SMALL	Less than 75,000	\$0.04500	
MEDIUM	75,001 to 150,000	\$0.03000	
LARGE	150,001 to 300,000	\$0.02500	
CUSTOM	300,001 and up	TBD	

CLIENT INITIALS:

CES – Client Representation Agreement – 03/2023

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### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

# Finance & Facilities Meeting - BAC Membership:

## Item 5-B Competitive Energy - Energy Procurement Agreement



#### Letter of Authorization

Legal Name:	MSAD #6/RSU #6 - Bonny Eagle		
Doing Business As (if a	pplicable):		
Contact Person:	Adam Thibodeau	Phone:	207-710-8630
Email:	athibodeau@bonnyeagle.org	Fax:	
Billing Contact Person	Marilyn Cormier		
Email:	mcormier@bonnyeagle.org	Fax:	866-636-2011
Billing Address:	94 Main Street, Buxton, ME 04093		
Tax I.D #	E10433	Tax Exempt? X	_ if yes, please provide certificate.
Already a customer of C	CES? Yes No	Not Sure	

By signing this Letter of Authorization (LOA) below, you give Competitive Energy Services (CES) authority to obtain from your utility or liquid fuel provider the information that is necessary for CES to quote you a price to receive natural gas, electric or other energy services from a supplier brought to you by CES. This authorization in no way binds you to any contractual obligation to purchase energy services from any supplier. In the event that you enter into a contract as a result of this LOA, any compensation to CES will be paid pursuant to the Customer Representation Agreement.

I hereby authorize the release of customer historic usage information, payment history, and other proprietary information to Competitive Energy Services (CES). At the request of CES, please provide CES any and all of the following types of information requested for the most recent 12 months:

Account Number	Meter Read Dates	Number of days per billing period
Monthly usage volumes	Bill Amounts	Payment dates and amounts
Rate Code		

The above information should be provided to CES for the following Natural Gas and Electric accounts (see p2 for liquid fuels):

Utility	Account #	Meter #	Service Address
See Attached	See Attached	See Attached	See Attached
		-	
authorization is	effective as of the date	of signature below and ren	nains an open authorization until notifica

Name:	Adam Thibodeau		Title:	Facilities Director	
Signature:	Adam Thibodeau	Collary sprint by Asser Theorem, DM CAUE Each bornauthory-seeking, Gr-MSAD BF, CAL-Kaler Provideau Seeking 2021 11 20 11 44 12 4020	Date:	11/20/23	
	See attached CMP Account Information Location Physical Address			Revised 01/01/2019	

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

# Finance & Facilities Meeting - BAC Membership:

## **Item 5-B** Competitive Energy - Energy Procurement Agreement

#### **MSAD #6 Addresses**

#### Bonny Eagle High School 700 Saco Road Standish, ME 04084

Bonny Eagle Middle School 92 Sokokis Trail Rt. 35 Buxton, ME 04093

Buxton Center Elementary 912 Long Plains Road Buxton, ME 04093

Edna Libby School 45 Fort Hill Road Rt. 114 Sebago Lake, ME 04084

**Central Office** 94 Main Street Buxton, ME 04093

#### Frank Jewett School

24 Groveville Road Rt. 22 Buxton, ME 04093

**George E. Jack School** 15 Northeast Road Rt. 35 Standish, ME 04084

H. B. Emery Jr. School 908 Cape Road Rt. 117 Limington, ME 04049 Hollis Elementary School 554 River Road Rt. 35 Hollis, ME 04042

Jack Memorial School 290 Parker Farm Road Rt. 112 Buxton, ME 04093

**Steep Falls School** 

PO Box 276 781 Boundary Road Steep Falls, ME 04085

Treatment Plant / Carpenter Shop 719 Saco Road Standish, ME 04084

**Transportation Department** 715 Bonny Eagle Road Rt. 35 Standish, ME 04084

#### MSAD #6 Warehouse

45 Ossipee Trail Rt. 25 Limington, ME 04049

MSAD #6 Warehouse (New) 715 Bonny Eagle Road Standish, ME 04084

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## Finance & Facilities Meeting -

#### Item 5-C

12/5/23, 1:39 PM

MSAD #6 Bonny Eagle MSAD #6 Mail - Radio project

Clay Gleason <cgleason@bonnyeagle.org>

#### Radio project 13 messages

Kevin Collins <kcollins@pd.buxton.me.us> To: Clay Gleason <cgleason@bonnyeagle.org> Cc: Daryen Granata <dgranata@pd.buxton.me.us>

Thu, Nov 30, 2023 at 8:59 AM

Good morning, Clay, I hope you had a good holiday last week. I wanted to follow up with you about the radio project we have been working on. As you know, we all met for a site visit on Tuesday and that went very well. The space is going to work great for our equipment. While we were talking about the location it was brought up that there is fiber at the Buxton Center School and the Main Office in Buxton. This peaked RCM's attention as this could solve our tower issue. If you can put the same equipment at the Middle School, Buxton Center, and the Main Office building, this would eliminate the need for us to put up a 120-foot tower. We would have better radio coverage with this system and 100% coverage at all schools and the main office in Buxton. Last night I met with the selectmen here is Buxton and they are on board with us using the school locations instead of putting up the tower. One of there concerns is that they would like to have an agreement with the school that we can put this equipment in the schools and that we can keep it there at no cost to the school for the next 20-25 years. Their concern is that as administration changes over the years, someone new might not want that equipment in the school. Hopefully, that makes sense to you. Is it possible for you to draft up a letter giving us permission to put the radio equipment at those 3 locations and keep it there for the next 25 years at no cost to the school. If you have any questions, please don't hesitate to contact me. I think this is a great way to solve the problem with our radio's town wide and get complete radio coverage in all of our schools in the Town of Buxton.

Thank you.

Kevin



#### Kevin R. Collins Chief of Police

Phone : 207-929-6612

FAX : 207-929-6609

Mobile : 207-710-6750

Email : kcollins@pd.buxton.me.us

Buxton Police Department 185 Portland Road

Buxton, ME 04093

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#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

**Finance & Facilities Committee Meeting** 

# 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/A Other Facilities Discussion/Action Items

# Finance & Facilities Meeting Packet Thursday, December 14, 2023

MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

# Finance & Facilities Meeting - Facilities Update

## Item 6-A

Facilities Update - 12/14/23 Meeting

- Liberty Mutual BEHS and BEMS Walk-thru
- 2023 Waste Diversion Grants Program Award Notice -\$40k
- Maintenance Supervisor New Hire Charles Jaynes
- Grounds Manager New Position
- Custodial Positions/Moves
- Electricity Procurement w/ CES
- Service Line Inventory State Requirement Lead in Water Service
- Bacteria Sampling ongoing BEHS, BEMS
- Arsenic Testing JM, BCES, FJ, Hollis All Passed
- PFAS Quarterly Hollis, FJ, BEHS, BEMS Non-Detect
  - -BCES 14.6ppt < 20ppt Still OK
- Composting BEMS District Composting
- Fall Clean-up
- Winter Start



MAINE SCHOOL ADMINISTRATIVE DISTRICT #6

**Finance & Facilities Committee Meeting** 

## FINANCE & FACILITIES COMMITTEE

# Adjournment

ITEM 5. D / A Other Finance Discussion/Action Items ITEM 7. D / A Other Facilities Discussion/Action Items

ITEM 8. ADJOURNMENT

Respectfully submitted Dawn Pooler Business Manager of Finance & Operations

# Finance & Facilities Meeting Packet Thursday, December 14, 2023

## MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

## **Finance & Facilities Meeting**





MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6

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

#### MAINE SCHOOL ADMINISTRATIVE DISTRICT # 6