

ORDER

STANDISH TOWN COUNCIL

DATE: September 11, 2018

ORDER NUMBER: 119-18

SUBMITTED BY: Nesbitt

TITLE: EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF STANDISH AND ECOMAINE REGARDING FEE ADJUSTMENTS FOR CONTAMINATED RECYCLABLES

ORDERED, that the Town Manager is authorized and directed to execute the attached Memorandum of Understanding on behalf of the Town of Standish with Ecomaine regarding fee adjustments per the attached schedule due to the increase of contaminated materials being disposed of with recyclables.

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

ROLL CALL	YEA	NAY	ABSTAIN
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DELCOURT	_____	_____	_____
LIBBY	_____	_____	_____
NESBITT	_____	_____	_____
POMERLEAU	_____	_____	_____
SIRPIS	_____	_____	_____
STAROSTECKI	_____	_____	_____
_____	_____	_____	_____

CLERK/SECRETARY \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
REGARDING SHARING COST OF CONSULTANT  
TO STUDY RSU WITHDRAWAL

This Memorandum of Understanding ("MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the TOWN OF STANDISH, a municipality duly authorized and existing under the laws of the State of Maine ("Standish"), and the TOWN OF FRYE ISLAND, a municipality duly authorized and existing under the laws of the State of Maine ("Frye Island"), collectively the "Parties" or the "Towns."

WHEREAS, the Towns are both members of Regional School Unit #6 (the "RSU") and are each interested in exploring the possibility of withdrawing from the RSU;

WHEREAS, municipal withdrawal from an RSU is governed by state statute 20-A M.R.S.A. § 1466, which sets forth detailed procedures that must be followed in order for a municipality to withdraw from an RSU;

WHEREAS, Frye Island is subject to further procedural requirements due to limitations imposed on it by Private and Special Laws 2001, Chapter 8, which requires Frye Island to obtain authorization from the State legislature before it can begin the statutory RSU withdrawal process;

WHEREAS, prior to undertaking any formal RSU withdrawal process, the Towns desire to engage the services of a consultant to analyze the fiscal

and educational impacts withdrawal could have on the Towns under different potential school district configurations.

NOW, THEREFORE, the parties agree as follows:

1. The parties shall solicit bids through a joint RFP to obtain the services of an educational consultant to analyze the fiscal and educational impacts that withdrawal from the RSU could have on the Towns based on different potential school district configurations.

2. Representatives of the Towns will work together in good faith to draft the RFP and any additional contract or bid documents that are required.

3. The parties will meet and confer in good faith to select a consultant who is mutually agreeable to the municipal officers of both Towns. Should the Towns disagree on which consultant to choose, the vote of the Standish municipal officers will control.

4. The cost of the consultant shall be apportioned between the Towns as follows: Standish shall pay 87% and Frye Island shall pay 13%.

5. Prior to selection of the consultant, either party may terminate this MOU upon prior written notice to the other party. However, once a consultant is selected, the parties shall be responsible for paying their portion of the costs of the consultant, as set forth in this MOU, and fulfilling

their payment and other obligations under the joint agreement with the consultant, subject to any termination provisions in that agreement.

6. No amendment or modification of this MOU will be binding unless evidenced by an agreement in writing signed by the Town Manager for each Town. In the event any issue arises under this MOU regarding the rights and responsibilities of the parties, the Towns shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.

7. If any provision of this MOU is held invalid or unenforceable, the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.

8. This MOU contains the complete and entire agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

TOWN OF STANDISH

By: \_\_\_\_\_

Gordon Billington  
Its Town Manager

\_\_\_\_\_  
Witness

TOWN OF FRYE ISLAND

\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Wayne Fournier  
Its Town Manager