



WORKSHOP MEETING BOARD OF TRUSTEES

225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:30 p.m. on Tuesday, November 12, 2024

There will be a Special Meeting of the Board of Trustees to conduct a Public Hearing on a proposed water rate increase, followed by a Workshop Meeting of the Board of Trustees of the Portland Water District.

The Special Meeting and Public Hearing will be followed by a Workshop of the Board of Trustees. The Special Meeting and Workshop will be preceded by meetings of the following Board committees:

<u>Committee</u>	<u>Room / Location</u>	<u>Time</u>
Pension	General Manager's Conference Room	5:15 p.m.
Administration & Finance	Monie Room	5:30 p.m.
Operations	EOC 2 nd Floor	5:30 p.m.
Planning	Nixon Training Center	5:30 p.m.

SPECIAL MEETING

Public Hearing to receive public input on the proposed average 5.9% increase in water rates effective January 1, 2025. The public can access the hearing here: <https://tinyurl.com/Ratehearing>

AGENDA – WORKSHOP

- 2025-2029 Capital Improvement**
Greg Pellerin, Engineering & Asset Management Service Manager, will present the proposed CIP.
Please bring your budget books or iPads to the meeting.
- Other Business**
- Adjourn**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Pension Committee/Board of Trustees

FROM: Emanuel Archibald, Director of Human Resources

DATE: November 5, 2024

RE: Pension Committee Meeting – November 12, 2024

A meeting of the Pension Committee of the Portland Water District Board of Trustees is scheduled for Tuesday, November 12, 2024, in the General Manager's Conference Room at the District office, 225 Douglass Street, Portland, Maine. The meeting is scheduled to start at 5:15 p.m.

AGENDA

1. **Approval of Pension Distributions**
Staff will present a request to approve benefits for one retiree.
2. **Other Business**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Administration and Finance Committee/Board of Trustees

FROM: David Kane, Executive Director of Administration
Emanuel Archibald, Human Services Director

DATE: November 5, 2024

RE: Administration and Finance Committee Meeting – November 12, 2023

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Tuesday, November 12, 2024, at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. Committee Chair
With the departure of the Committee chair, the Committee will elect a new chair.
2. 2025 Budget
The administrative departments will present their respective budgets (see 2025 Proposed Comprehensive Annual Budget Report – Operating Expenses, pages 234 through 255).
3. Other Business



MEMORANDUM PORTLAND WATER DISTRICT

TO: Operations Committee/Board of Trustees

FROM: Scott Firmin, Director of Operations - Wastewater
James Wallace, Director of Operations - Water

DATE: November 5, 2024

RE: **Operations Committee Meeting – November 12, 2024**

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Tuesday, November 12, 2024, at 5:30 p.m., in the Emergency Operations Center (EOC) Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

- 1. ecomaine Memorandum of Agreement Related to Biosolids Processing**
Staff will share a recommendation to execute an MOA related to a regional biosolids processing facility. (See attached memo)
- 2. 2025 Budget**
The operational departments will present their respective budgets (see 2025 Proposed Comprehensive Budget Report, Departmental Expenses, Water Services starting on page 158, and Wastewater Services starting on page 180.)
- 3. Other Business**



OPERATIONS COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 1
Date of Meeting: November 12, 2024
Subject: Memorandum of Agreement Between ecomaine and Portland Water District
Presented By: Scott Firmin, Director of Wastewater Services

RECOMMENDATION

The following proposed language is presented for Board of Trustee approval:

ORDERED, the General Manager is hereby authorized to execute the Memorandum of Agreement with ecomaine in substantial form as attached hereto, related to the possible siting of a Regional Biosolids Processing Facility at the ecomaine site.

BACKGROUND ANALYSIS

The Portland Water District has been actively seeking a long-term biosolids management strategy in the wake of the challenges presented by recent legislative and regulatory restrictions placed upon biosolids management related to PFAS concerns. The consultant Brown and Caldwell have completed the initial Biosolids Master Plans and are currently refining them.

Current efforts of PWD seek to address biosolids management at PWD and possible economies of scale with other similar wastewater utilities in Maine. This Memorandum of Agreement allows for the continued investigation and possible siting of a biosolids at the ecomaine site.

This Memorandum of Agreement was approved by the ecomaine Board in October 2024.

A significant challenge for any such facility will be affordability concerns and this may require significant financial support.

FISCAL REVIEW/FUNDING

The current study, in the amount of \$286,996, is being funded by CIP Project 2024-21/3204 (\$11,000,000).

This effort will not significantly increase the current project costs. Any future plans will be incorporated into future CIPs.

LEGAL REVIEW

Corporate Counsel has reviewed the proposed order as to form.

CONCLUSION(S)

Staff recommends the Memorandum of Agreement be executed with ecomaine.

ATTACHMENT(S)

Draft MOA with ecomaine.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ECOMAINE
AND THE
PORTLAND WATER DISTRICT**

This Memorandum of (the “Agreement”) is made this ____ day of ____, 2024, by and between the Portland Water District, a quasi-municipal corporation with a business address of 225 Douglass Street, Portland, Maine, (“PWD” or the “District”); and ecomaine, a non-profit, quasi-municipal corporation with a business address of 64 Blueberry Road, Portland, Maine, (“ecomaine”).

WHEREAS, PWD and ecomaine are both public organizations committed to environmental stewardship and providing essential public services for municipalities, and whose customers would benefit from collaborative services; and

WHEREAS, biosolids management is a critical component of PWD’s wastewater operation that is becoming increasingly more tenuous and expensive with limited disposal options, partially as a result of recent regulatory and legislative changes; and

WHEREAS, solids waste management is the key mission of ecomaine in the service of its Member and Contract Communities; and

WHEREAS, the construction and operation of a regional biosolids management facility (“Facility”) is in the public interest; and

WHEREAS, ecomaine has potential sites of sufficient size at its landfill and its waste-to-energy properties within 10 miles of PWD’s major wastewater facility that potentially could be a site for a Facility, and ecomaine has an landfill that may have capacity and potential permitting capability to receive processed biosolids; and

WHEREAS, it is anticipated that PWD will be responsible for acquiring the necessary property interests for the construction of a Facility; and

WHEREAS, ecomaine is interested in providing a site to process biosolids and landfill on site; and

WHEREAS, PWD and the ecomaine desire to memorialize an agreement defining responsibilities of each party for the potential design, construction, permitting, siting, operation, funding, and construction of a Facility;

NOW THEREFORE: In consideration of the foregoing and the promises and material obligations contained herein, ecomaine and PWD agree as follows:

1. PWD, with input from ecomaine, will work in good faith on a Request for Proposals (RFP) for any combination of design, construction, permitting, siting, operation, funding, and construction services related to the development of the Facility;
2. PWD and ecomaine will work collaboratively and in good faith on finding a suitable site on ecomaine property of approximately 5 acres in size for the Facility;
3. PWD and ecomaine will develop a compensation model and plan that fairly and reasonably reimburses ecomaine for any property leased or purchased that is apportioned for the Facility, as well as for any services provided by ecomaine, such as the disposal of dried biosolids or other related treated products;
4. In conjunction with the pursuit of the Facility, PWD shall undertake the following actions:
 - a. Develop at its cost, in collaboration with a consultant, a Request for Proposal from qualified firms and partnerships for the design, construction, permitting, siting, operation, funding, and construction of a Facility (the “Project”).

- b. Provide ecomaine with estimated project costs at the preliminary design phase and at the 30% and 90% project phases.
 - c. Negotiate in good faith an agreement, subject to approval of its Board of Trustees, including compensation provision, with ecomaine for the lease or purchase of any property that is apportioned for the Facility, as well as for any services provided such as the disposal of dried biosolids.
 - d. Reimburse ecomaine for any reasonable out-of-pocket expenses incurred by ecomaine in furtherance of the Project, provided that ecomaine gives notice to PWD of those costs prior to incurring them, and the parties agree as to the amount of reimbursement.
 - e. Develop a plan for dealing with elevated levels of PFAS or other hazardous substances in the landfill leachate that may result from the landfilling of dried biosolids, which is acceptable to ecomaine.
5. ecomaine agrees to undertake the following actions:
 - a. Provide PWD with any previously completed reports, studies and operations data which may be relevant for siting the Facility on ecomaine property and calculating compensatory value of leasing or purchasing the said property.
 - b. Cooperate with PWD in obtaining all applicable licenses, permits and approvals for all of the actions contemplated by this Agreement per federal, state and local laws, and be a co-applicant on necessary permits if required as owner of the property.
 - c. Explore what permits and approvals are required for the landfilling of dried biosolids and other related treated products.
 - f. Negotiate in good faith an agreement, subject to approval of its Board of Directors, including compensation provision, with ecomaine for the lease or purchase of any property that is apportioned for the Facility, as well as for any services provided such as the disposal of dried biosolids.
6. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Agreement. Each party shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party; provided however, that such actions are not inconsistent with the provisions of this Agreement and do not involve the assumption of obligations other than those which are provided for in this Agreement to carry its intent.
7. Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services which are to be provided or contractual obligations which are to be assumed by any other party and nothing in this Agreement shall be deemed to constitute a partnership, agency relationship or other business venture among the Parties or to create any fiduciary relationship between or among the Parties.
8. Unless otherwise provided herein, any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, electronic transmission, or telecopy, as follows:

To the District: General Manager
 Portland Water District
 225 Douglass Street

P.O. Box 3553
Portland, Maine 04104
Email:

To ecomaine: Kevin Roche
ecomaine
64 Blueberry Road
Portland Maine 04102
Email: roche@ecomaine.org

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other parties.

9. The waiver by any party of a default or of a breach of any provision of this Agreement by any other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.
10. The provisions of this Agreement shall constitute the entire agreement between the parties, and may be modified only by written agreement duly executed by both parties.
11. This Agreement may be terminated at any time by either party upon a 30 day written notice.
12. In the event that the parties proceed to site and construct the Facility as contemplated by this Agreement, further agreements shall be negotiated and shall be subject to approval by the respective governing bodies of the parties; provided that this Agreement shall in no way obligate either party to enter into any further agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the day and year first written above.

For ecomaine:

ECOMAINE

By: _____
Name: Kevin Roche
Title: Executive Director

For the District:

PORTLAND WATER DISTRICT

By: _____
Name:
Title: General Manager



MEMORANDUM PORTLAND WATER DISTRICT

TO: Planning Committee/Board of Trustees

FROM: Christopher Crovo, P.E., Interim General Manager,
Executive Director of Asset Management and Planning

DATE: November 5, 2024

RE: Planning Committee Meeting – November 12, 2024

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Tuesday, November 12, 2024, at 5:30 p.m., in the Nixon Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. **Asset Management and Planning Departments - 2025 Budget Review**
The Asset Management and Planning Departments (Environmental and Engineering Services) will present their respective budgets. See 2025 Comprehensive Budget Report – Operating Expenses, pages 198 – 233.
2. **Other Business**