



WORKSHOP MEETING BOARD OF TRUSTEES

225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:30 p.m. on Monday, February 10, 2025

There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Monday, February 10, 2025. The meeting will begin at 6:30 p.m. in the Nixon Training Center at the general offices of the District located at 225 Douglass Street, Portland, Maine.

The Workshop will be preceded by meetings of the following Board Committees:

<u>Committee</u>	<u>Room / Location</u>	<u>Time</u>
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.

AGENDA – WORKSHOP

- 1. Wastewater Update**
Scott Firmin, Director of Operations – Wastewater, will update the Board on wastewater surveillance testing and biosolids management.
- 2. Legislative Update**
Donna Katsiaficas, Corporation Counsel, will update the Board on recent legislation that affects the District.
- 3. North Windham Sewer Project Update**
Andrew Weaver, Associate Engineer, will provide an update to the Board on the Project.
- 4. Other Business**
- 5. Adjourn**



MEMORANDUM PORTLAND WATER DISTRICT

TO: Administration and Finance Committee/Board of Trustees

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

DATE: February 3, 2025

RE: Administration and Finance Committee Meeting – February 10, 2025

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Monday, February 10, 2025, at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

1. **Water Bond Authorizations**

Staff will present a motion authorizing Water bonds of up to \$15.71 million to finance capital projects and to declare those bonds as 'green' bonds. Additionally, staff will present a motion declaring the 2015 bond as 'green'. (See attached memos)

2. **Employee Turnover Trends**

Staff will present an overview of the 2023 turnover trends and the current recruiting environment.

3. **Cybersecurity Audit**

The Committee will go into Executive Session pursuant to 1 M.R. S. §402 (3)(L), Records describing security plans and 1 M.R.S. §405 (6)(F), Discussion of information protected as confidential by statute, so that staff may provide the results of the recently completed cybersecurity audit.

4. **Other Business**



ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 1A
 Date of Meeting: February 10, 2025
 Subject: Water Bonds - \$49,325,000
 Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

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

RESOLVED, the issuance of up to \$49,325,000 in water bonds to finance the installation and renewal of water mains and the 407 Zone Chute Road transmission line, replacement of water treatment plant chemical feed system and Douglass Street heating system, purchase of land rights for watershed protection purposes, installation of water meters and related other related water system infrastructure upgrades and improvements is hereby authorized. The full form of the Resolution attached hereto is hereby approved and shall be attached to and incorporated as part of the minutes of this meeting.

BACKGROUND ANALYSIS

The approved 2025 and 2024 Capital Improvement Plans (CIP) and the separately authorized Meter Replacement project includes \$49,325,000 of water projects to be financed by the issuance of water bonds.

Project	CIP Reference	2025 Bonds	Total Bonds	Comment
<u>2025 CIP</u>				
Water Mains	43/3121	\$ 7,000,000	\$ 7,000,000	20 year, market rate bond
407 Zone-Chute Road	307/3068	\$ 5,000,000	\$ 10,000,000	20 year, market rate bond
Ozone Plant - Chemical Storage	122/3210	\$ 1,550,000	\$ 1,550,000	20 year, market rate bond
Watershed Protection	43/3296	\$ 1,500,000	\$ 1,500,000	20 year, SRF with partial forgiveness
		\$ 15,050,000	\$ 20,050,000	
<u>2024 CIP</u>				
Douglass Street Improvement	68/3054	\$ 525,000	\$ 525,000	20 year, market rate bond
<u>Specific Board Approval</u>				
Meter Replacement		\$ 7,000,000	\$ 28,750,000	20 year, market rate bond
Bond Authorization		\$ 22,575,000	\$ 49,325,000	
PWD Market Bond		\$ 21,075,000	\$ 47,825,000	
PWD SRF Bond		\$ 1,500,000	\$ 1,500,000	
		\$ 22,575,000	\$ 49,325,000	

GREEN BOND DESIGNATION

The authorized projects are environmentally beneficial projects designed to ensure safe drinking water for the public in the State in accordance with State, Federal, and local standards. Therefore, the bonds can be designated as 'Green Bonds'. Based on discussions with Moors & Cabot, PWD's Financial Advisor, and published materials staff has reviewed, bonds designated as 'Green Bonds' obtain yields that, on average, are about 6 basis points below yields on otherwise equivalent bonds that do not have a 'Green Bonds' designation.

To obtain these debt service savings, PWD's Financial Advisor has recommended the Board designate the bonds as 'Green Bonds,' indicating that bond proceeds will be used for the indicated, environmentally beneficial 'Green' purposes. Other than declaring the bonds as 'Green' in the bond's Official Statement, the only other obligation of PWD would be to provide certain post-issuance reporting showing the actual use of the bond proceeds for its declared purpose.

FISCAL REVIEW / FUNDING

Staff currently expects to issue \$21,075,000 of bonds in a public sale on or about August 1, 2025, and estimates that the 'Green' bond designation will result in interest savings on the order of \$120,000 in the first year. Staff also expects to issue \$1,500,000 of bonds through the State SRF program in 2025 for watershed protection. The 2025 Budget included the impact of issuing bonds totaling \$22,575,000. The multi-year plan assumed the issuance of the remaining bonds in future years to fund the remaining 407 Zone-Chute Road and Meter Replacement projects.

LEGAL REVIEW

Corporation Counsel has reviewed the proposed Resolution as to form.

CONCLUSION(S)

The Water Fund has the debt, financial and economic capacity to issue the proposed bonds. Staff recommends the Committee approve the motion and forward the motion to the full Board for their consideration.

ATTACHMENT(S)

- A. Full Form of Motion
- B. Section 1 - Support for Estimated Debt Service Savings
Section 2 - Draft Language to be included in the Official Statement for the publicly sold bonds

**PORTLAND WATER DISTRICT
RESOLUTION OF BOARD OF TRUSTEES
AUTHORIZING WATER BONDS IN THE AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$49,325,000**

WHEREAS, the Portland Water District (the “District”) intends to finance the Costs (as defined herein) of the installation and renewal of water mains and the 407 Zone Chute Road transmission line, replacement of water treatment plant chemical feed system and Douglass Street heating system, purchase of land rights for watershed protection purposes, installation of water meters and related other related water system infrastructure upgrades and improvements (all collectively, the “Projects”).

WHEREAS, the District desires to finance the Costs of such Projects by issuing its water bonds in the maximum aggregate amount of \$49,325,000 and to borrow such money through a public offering or through the Maine Municipal Bond Bank’s Safe Drinking Water State Revolving Loan Fund program, or its general resolution borrowing program or other qualified purchaser of the bonds or a combination thereof;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Portland Water District (the “Board”) Assembled, following a public hearing duly called, noticed and held under District Policy No 6.50-15:

THAT: Pursuant to the District’s Charter, Chapter 84 of the Private and Special Laws of 1975 and all amendments thereof and acts additional thereto, and all other authority thereto enabling, and the Decision and Order of the Public Utilities Commission of the State of Maine issued in Docket No. 2015-00159 dated November 13, 2015, there is hereby authorized and approved the issuance of the District’s water bonds (the “Bonds”)and/or temporary notes in anticipation thereof (the “Notes”) in an aggregate principal amount not to exceed \$49,325,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Projects.

THAT: The Board hereby finds and determines that the Projects are environmentally beneficial projects designed to ensure safe drinking water for the public in the State in accordance with State, Federal, and local standards and that in recognition thereof, the Bonds and Notes are hereby designated as ‘Green Bonds’, with the proceeds to be used for such ‘Green’ purposes.

THAT: Each Bond or Note issued hereunder shall be signed in the name of and on behalf of the District, by the Treasurer and the President of the District, and shall be sealed with the seal of the District, attested to by its Clerk.

THAT: The Treasurer is hereby authorized, in the name of and on behalf of the District, to establish, determine and approve the time of the sale, award and settlement of the Bonds and Notes, which may be issued at one time or from time-to-time, and which may be issued through a public offering (on a competitive or negotiated basis or a combination thereof) or through the Maine Municipal Bond Bank’s Drinking Water State Revolving Loan Fund program or its general resolution borrowing program or to a bank or other qualified purchaser of the Bonds or Notes, or a combination thereof, and such Bonds and Notes may be issued in serial form or as term bonds, or some combination thereof, such establishment, determination and approval to be conclusively evidenced by his/her execution thereof.

THAT: The Treasurer is hereby authorized, in the name of and on behalf of the District, to establish, determine and approve the form, date, maturity (not to exceed 40 years from the date(s) of issuance), denominations, interest rates, payment dates, provisions for redemption prior to the stated maturity date(s), with or without a premium, and all other details of the Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

THAT: The Treasurer is hereby authorized, in the name of and on behalf of the District, to do or cause to be done all such acts and things as may be necessary or advisable in order to accomplish the issuance of the Bonds and Notes and the investment of the proceeds thereof, including to prepare, approve, execute and deliver, all contracts, agreements, loan agreements (including but not limited to one or more loan agreements with the Maine Municipal Bond Bank), investment agreements, bond purchase agreements, underwriting agreements, paying agent agreements, financial or municipal advisory agreements, continuing disclosure agreements, tax compliance agreements, official statements or other offering documents, instruments, a Letter of Representation or other agreement required to allow the Bonds or Notes to be issued through the Depository Trust Company Book-Entry Only System, and other documents and closing certificates (collectively, the "Bond Documents"), which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the District's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity with respect to the enforceability of any of the forgoing is hereby authorized, confirmed and approved, and such other details as he shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

THAT: If the Bonds or Notes (or any portion thereof) are issued on a tax-exempt basis, the Treasurer is hereby authorized, in the name of and on behalf of the District:

- To covenant and agree that (a) no part of the proceeds of the Bonds and Notes, or the Projects, shall be used directly or indirectly in any manner that would cause the Bonds or Notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) that the District will file any required reports and will perform, take and accomplish all acts and things as may be necessary to ensure that interest on the Bonds or Notes will remain exempt from federal income taxation and that the District will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation; and
- To designate such Bonds or Notes as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code, but only to the extent such designation is available and permissible under said Section 265(b)(3).

THAT: The term "Cost" or "Costs" as used herein and applied to the Project, or any portion thereof, includes, but is not limited to (1) the purchase price or acquisition cost of all or any portion of the Project; (2) the cost to design, construct, renovate, improve, furnish and equip the Project; (3) the cost of land, easements and other real property interests, landscaping and site preparation, all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (4) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Projects; and (5) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

THAT: The District covenants to establish, maintain, apportion, revise and collect fees, charges and assessments for water services furnished by the District, to pay when due current expenses of operating and maintaining the water system and to pay when due principal, interest and premium, if any, of all outstanding water system indebtedness, including the Bonds, created or assumed by the District to provide a water system or otherwise for water system purposes.

THAT: If the actual cost of any Project differs from the estimated cost, whether due to completion, delay or abandonment of such Project, or for any other reason, the Treasurer is hereby authorized, in his discretion, to reallocate proceeds of the Bonds and Notes to any other listed Project.

THAT: The investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of such Bonds and Notes (including premium), if any, be and hereby are appropriated for the following purposes, such proceeds to be held and applied in the order of priority determined by the Treasurer, for the following purposes:

1. To any Costs of the Projects;
2. If issued on a tax-exempt basis, in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered by the District in connection with the issuance of the Bonds or Notes;
3. To pay debt service on the Bonds;
4. To any other project or improvement for which the Board has authorized the District's bonds; and
5. To the District's general fund.

THAT: If the Treasurer, President of the District or Clerk are for any reason unavailable to approve and execute the Bonds or Notes, or any of the Bond Documents, the person or persons then acting in any such capacity, whether on an interim or acting or temporary basis, as an assistant, a deputy, or otherwise, is hereby authorized to act for such official, in the name of and on behalf of the District, with the same force and effect as if such official had himself or herself performed such act.

THAT: If any authorized representative of the District who has signed or sealed the Bonds and Notes shall cease to be such officer or official before the Bonds or Notes so signed and sealed shall have been actually delivered by the District and / or authenticated, such Bonds or Notes nevertheless may be issued, delivered and authenticated with the same force and effect as though the person or persons who signed or sealed such Bonds aoor Notes had not ceased to be such officer or official, and also that any such Bonds or Notes may be signed and sealed in the name of and on behalf of the District by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the District, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

THAT: Notwithstanding the above provisions of this Order, to the extend deemed necessary or appropriate by the District Treasurer, the Bonds and Notes may be issued as water bonds, sewer bonds or some combination thereof as the Treasurer shall determine and establish and that the debt service on the Bonds and Notes shall be allocated annually between the water system and the waste water and sewage system in a manner consistent with Section 15 of the District's Charter.

THAT: To the extent any of the Bonds and Notes shall be allocated to the District's waste water and sewage system as provided in the foregoing paragraph, the District covenants to establish, maintain, apportion, revise and collect fees, charges and assessments for sewer and wastewater services furnished by the District, to pay when due current expenses of operating and maintaining the sewer system and to pay when due principal, interest and premium, if any, of all outstanding sewer indebtedness, including any Bonds so allocated, created or assumed by the District to provide a waste water and sewage system or otherwise for sewer purposes.

THAT: If the Bonds or Notes authorized hereunder, or any portion of them, are issued through the Clean Water Revolving Loan Fund Program, the following resolutions required by Section C(4)(e) of the State of Maine Revolving Loan Fund Rules, Chapter 595, Department of Environmental Protection and the Bond Bank (the "SRF Regulations"), and governing any loan to be made to the District under the State Revolving Loan Fund Program be and hereby are adopted with respect to the said Bonds or Notes issued through the Clean Water Revolving Loan Fund Program:

(1) that a Project Account shall be created for the Projects which shall be separate from all other accounts of the District. If operating revenues are to be used to retire the debt, a sub-account will be established.

(2) that the Project Account shall be maintained in accordance with standards set forth by the Maine Municipal Bond Bank and in accordance with generally accepted government account standards.

(3) that a final accounting shall be made to the Bond Bank of the total cost of the Project upon completion of the Project performance certification as set out in Section G(3) of the SRF Regulations and the District acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built.

(4) that an annual audit of the District, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan.

(5) that the District shall maintain insurance coverage on the Project in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee.

(6) that the District will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged.

(7) that the District certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment.

(8) that the District establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient.

(9) that the District must demonstrate the ability to pay reasonably anticipated costs of operating and maintaining the financed Project.

(10) that the District abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine.

THAT: While any of the Bonds remain outstanding, the Treasurer is hereby authorized, in the name of and on behalf of the District, to issue and deliver refunding bonds on either a current or advance refunding basis, to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 40 years from the date of issuance of the original Bonds) and all other details of such refunding bonds, which may be made callable, with or without premium, prior to their stated date(s) of maturity, and to determine the form and manner of their sale and award, which refunding bonds shall be signed in like manner as the Bonds, and to execute and deliver, all in the name of and on behalf of the District, such additional Bond Documents as may be reasonable or necessary with respect to such refunding.

THAT: While any of the Bonds remain outstanding, all authority granted pursuant to this Resolution shall be, remain, and continue in full force and effect without the necessity of any further action of the Board of Trustees.

1. Excerpt from 'Financing the Response to Climate Change: The Pricing and Ownership of U.S. Green Bonds' by Malcolm Baker Harvard Business School and NBER, Daniel Bergstresser Brandeis International Business School, George Serafeim Harvard Business School and Jeffrey Wurgler NYU Stern School of Business and NBER:

"We confirm that green municipal bonds are indeed priced at a premium. After-tax yields at issue for green bonds versus ordinary bonds are, on average, about 6 basis points below yields paid by otherwise equivalent bonds. The estimates control for numerous factors related to ratings maturity, tax status, the yield curve, and other time-varying and bond-specific characteristics, even issuer fixed effects. On a bond with a 10-year duration, a yield difference of 6 basis points corresponds to approximately a 0.60 percentage-point difference in value, which seems plausible and economically meaningful."

2. Bond Official Statement – Draft Sample Statement

PWD has designated the "X" Bonds as 'Green Bonds' based on the intended use of the proceeds of the bonds to finance environmentally beneficial projects as described below. Such projects are designed to ensure safe drinking for the public in accordance with State and Federal standards. The purpose of labeling the bonds as 'Green Bonds' is to allow investors to invest directly in bonds that finance such environmentally beneficial purposes. The holders of the bonds do not assume any specific project risk or economic benefit related to any of the funded projects as a result of the 'Green Bonds' designation.



ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 1B
Date of Meeting: February 10, 2025
Subject: Designation of Refunding Water Bonds as 'Green Bonds'
Presented By: David Kane, Executive Director of Administration

RECOMMENDATION

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

ORDERED, that the water bonds to be issued to refund and refinance the current outstanding callable principal of PWD's \$2,235,000 water bonds previously issued in 2015 pursuant to Resolution 15-001 adopted January 26, 2015, are designated as 'Green Bonds', with the proceeds to be used for 'Green' purposes.

BACKGROUND ANALYSIS

The Board previously adopted Resolution 15-001 and authorized water bonds of up to \$8 million to finance the installation of water mains, fire hydrants, and related infrastructure and installation of an ozone destruct system at the water treatment facility. PWD issued its \$5.73 million bonds for these purposes on June 25, 2015. Those 2015 bonds are eligible to be refinanced this year and the PWD's Financial Advisor, Moors & Cabot, recommends considering including the refinancing in the PWD's regular annual water bond issue in August. The 2015 bonded projects relate to the installation of water mains and related infrastructure. These are environmentally beneficial projects designed to ensure safe drinking water for the public in the State in accordance with State, Federal, and local standards. Therefore, the refunding bonds can be designated as 'Green Bonds'.

Based on discussions with PWD's Financial Advisor, and published materials staff has reviewed, a 'Green Bonds' designation results in yields that, on average, are about 6 basis points below yields on otherwise equivalent bonds that do not have that designation. To obtain these debt savings, the District's Financial Advisor has recommended the Board pass an order indicating the bond proceeds will be used for 'Green' purposes. Other than declaring the bonds as 'Green' in the bond's Official Statement, the only other obligation of PWD would be to provide certain post-issuance reporting showing the actual use of the bond proceeds for its declared purpose.

FINANCIAL REVIEW

If debt service savings are available when the District issues its regular annual water bond issue in August, PWD may also issue \$2.235 million of refunding bonds on or about August 1. The annual interest savings will be determined on or about the bond sale date, and the refunding will only be done if it results in lower debt service costs.

LEGAL REVIEW

Corporation Counsel reviewed the proposed motion and approved it as to form.

CONCLUSION(S)

Staff recommends the Committee approve the motion.



MEMORANDUM PORTLAND WATER DISTRICT

TO: Operations Committee/Board of Trustees

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

DATE: February 3, 2025

RE: **Operations Committee Meeting – February 10, 2025**

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Monday, February 10, 2025, at 5:30 p.m., in the Emergency Operations Center (EOC) Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

- 1. Sebago Lake Water Treatment Facility Unattended Operation Assessment**
Staff will provide a recommendation to amend the CIP and authorize a contract for this project.
(See attached memo)
- 2. Northeast Wastewater Pump Station**
Staff will provide an update on the operation of this facility.
- 3. Other Business**



OPERATIONS COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 1
Date of Meeting: February 10, 2025
Subject: SLWTF Unattended Operation Assessment
Presented By: Jim Wallace – Director of Operations, Water
Terran Siladi – SCADA Manager

RECOMMENDATION

The following proposed language is presented for Committee approval:

ORDERED, an assessment contract with Tighe & Bond, inc. is hereby authorized, for a sum not to exceed \$200,000 for Phase 1 of the SLWTF Unattended Operation project (CIP 2025 - 122/3329, the “Project”); and

BE IT FURTHER ORDERED, The SLWTF diesel tank replacement project (SLWTF – Fuel Storage Tank Upgrade CIP 2025 project# 122/3252) budget is decreased by \$200,000 and said amount transferred to the Project budget, increasing the total budget for the Project by that amount, for a total Project budget of a sum not to exceed \$200,000; and that the General Manager, and the Treasurer, each acting singly, are authorized to take such steps as may be necessary to accomplish the intent of the vote.

BACKGROUND ANALYSIS

The Sebago Lake Water Treatment Facility (SLWTF) provides all of the water for the Portland Water District’s water distribution system (outside of the isolated Steep Falls system). The plant runs 24/7 in order to provide this water, and as job market conditions have changed in recent years, hiring for qualified and reliable operators for this plant, especially to work overnight shifts, has become progressively harder. One way to alleviate this operational difficulty is to build and implement the ability for the SLWTF to run unattended for set periods of time. The first phase of this project will assess which processes, control systems, and operator work tasks need to be upgraded or modified to support said unattended operation mode. Recommendations from Phase 1 will later be fully designed (as needed) in Phase 2, and finally implemented and tested in Phase 3.

The majority of the funds that were allocated for the Fuel Storage Tank Upgrade CIP are no longer needed for that project, as PWD is now pursuing a State Fire Marshall approved inspection process to update the registration of the underground storage tank on an annual basis. The cost for this is minimal and will allow PWD to get more useful working life out of the existing fuel tank before replacement is actually necessary.

Tighe & Bond was engaged directly for this project because they employee Stephan Rafferty, PE, an engineer and previous water superintendent who is an expert in converting existing water plants to unattended operation. He successfully led an effort with the same end goal for the water plant in Falmouth, MA. In addition, he is familiar with the automation that PWD has at SLWTF, especially as it pertains to the Ozone system, as he was brought in as a specialist to help troubleshoot and get the system running when it was upgraded in 2015. That project ran into difficulties during startup, and

when Mr. Rafferty was brought in, and was able to successfully lead the team through those difficulties and to a stable operating state.

Project #: CIP 2025 - 122/3329

FISCAL REVIEW/FUNDING

The project will be financed by a withdrawal from the Water Fund's renewal and replacement fund. The motion authorizes a transfer between project budgets, so it has no financial impact.

LEGAL REVIEW

Corporation Counsel has reviewed the motion and approved as to form.

CONCLUSION(S)

Staff recommends awarding the contract to Tighe & Bond, inc. due to their combined extensive experience with automation at the SLWTF plant during past projects and with successfully implementing unattended operation at similar plants.

ATTACHMENT(S)

Supporting Information - Project scope proposal from Tighe & Bond

SUPPORTING INFORMATION- Full project scope proposal from Tighe & Bond

PHASE 1 - ASSESSMENT

Phase 1 will include an assessment of the control system and identification of upgrades including hardware, software, and additional equipment required to achieve redundant and reliable operation. The deliverable is anticipated to be a series of technical memoranda with estimated schedules and costs. We envision technical memoranda on the following items:

1. Assessment of the existing control system architecture's limitations relative to the implementation of automatic operation and a recommendation on needed revisions.
2. Evaluation of the District's current cyber security and data integrity protocols and how to create within that structure the ability for an on-call operator to remotely view the SCADA system and adjust plant operations when needed.
3. The existing primary and secondary instrumentation will be evaluated for critical functioning and ease of polling by the SCADA controls, including plant and remote instruments such as tank levels and remote system pressure monitoring. Critical instruments will be identified and evaluated for redundancy. This memorandum will identify and make recommendations regarding the ability of SCADA to access PI – the District's data historian.
4. Conduct interviews of the plant operations and maintenance staff and, working with PWD's staff, extract and review existing data in PI for events over the last 4-year period that required direct operator action to maintain plant operation. Data to be extracted into an excel workbook.
5. Evaluate the current practice of stopping and starting the plant. This occurs because the plant has a production capacity of 50 mgd while average day demand is 21.5 mgd. This evaluation will include the District's water tank capacity, plant clear well capacity, and the turn down set point for the plant including influent pump controls. Incorporate into the evaluation the impact of peak demand pricing on electrical consumption.
6. Meet with operational staff to ascertain the current work assignments including reason and need. Determine when specific tasks related to operational support occur and parameters that will be needed to incorporate those tasks into the automation scheme.
7. Evaluate the reliability of the Plant's electrical supply, with specific emphasis on necessary revisions to the main switch gear to dampen known power variability. Contact Central Maine Power to obtain available data on the variability of the power and frequency of events.
8. Evaluate the SCADA system processor's exposure to downtime due to HVAC control, the uninterruptible power supply configuration and duration to cover power outages.
9. Evaluate the communication linkage between remote processors at the Ozone, UV, and emergency generator and identify any desirable redundancy of communication pathways.
10. Review the current radio communication system for the District's remote facilities including storage tanks, booster pump stations, and chlorination/pressure monitors. Determine which elements feed into operations that will be part of automated operation and the reliability of the radio elements.
11. Review the existing loop definitions and identify revisions to those loops and additional control loops needed to achieve remote operation. Working with PWD staff identify polling period on instrumentation that is integral to management of automated operation.
12. Working with District staff, solicit the input of State of Maine regulators and regulatory concerns on automation and unattended operation of the plant.

The technical memoranda will be incorporated into a recommended plan that will identify needs, costs, equipment, and schedule for implementation. Once accepted and approved by the District, Phase 2 – Design and Procurement will be initiated. It is likely that items in individual technical memoranda will be identified as items that should be fast-tracked by the District during Phase 2 rather than waiting for implementation during Phase 3.

PHASE 2 – DESIGN AND PROCUREMENT (TO BE FINALIZED AT COMPLETION OF PHASE 1)

Based on the District concurrence of the recommendations from Phase 1, Phase 2 will include preparation of design development documents to define the total scope and costs to implement necessary upgrades.

The intention is that Phase 2 will be fully scoped and priced after the conclusion of Phase 1; however, Tasks are anticipated to include the following:

1. Develop direct procurement documentation for items that the District can directly procure and implement.
2. Prepare plans and specifications for items that require public bidding.
3. If needed, evaluate and select external computer software and instrumentation support using a qualification-based approach.

PHASE 3 – IMPLEMENTATION AND CONFIRMATORY TESTING (TO BE FINALIZED AT COMPLETION OF PHASE 2)

Based on the District concurrence of the recommendations from Phase 1 and Phase 2, Phase 3 will include engineering services during implementation and confirmatory testing.

The intention is that Phase 3 will be fully scoped and priced after the conclusion of Phase 2; however, Tasks are anticipated to address the following:

1. Need to define process of implementation – who performs and how is QC/QA achieved?
2. What level of testing is needed to confirm automation?
3. Who does the testing?



MEMORANDUM PORTLAND WATER DISTRICT

TO: Planning Committee/Board of Trustees

FROM: Laurel Jackson, Right of Way Agent

DATE: February 3, 2025

RE: Planning Committee Meeting – February 10, 2025

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Monday, February 10, 2025, at 5:30 p.m., in the Nixon Room of the District, 225 Douglass Street, Portland, Maine.

AGENDA

- 1. Marion Way, Falmouth Water Main Easement Modification**
Staff will recommend approving an easement modification agreement to relocate the District's easement on Marion Way (See attached memo).
- 2. YMCA Otter Ponds Lease**
Staff will recommend entering into a lease agreement with YMCA for the Otter Ponds property in Standish (See attached memo).
- 3. Board-directed Performance Appraisal Process**
Staff will continue discussions with the Committee on designing a process for the future performance evaluations of the General Manager and Corporation Counsel.
- 4. Other Business**



PLANNING COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 1
Date of Meeting: February 10, 2025
Subject: Marion Way Easement Relocation
Presented By: Laurel Jackson, ROW Agent
Robert Bartels, Senior Project Engineer

RECOMMENDATION

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

ORDERED, the General Manager is hereby authorized to execute an Easement Modification Agreement with Oceanview Retirement Community Limited Partnership for the relocation of a portion of an easement on Marion Way in Falmouth; and

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote.

BACKGROUND ANALYSIS

The District has a thirty-foot wide easement for an 8" water main in Marion Way, a private road, in the Town of Falmouth. The main was installed in 2013 and serves the Oceanview at Falmouth retirement community. The developer, Oceanview Retirement Community Limited Partnership, desires to relocate an approximately 350-foot portion of this water main and its associated easement, in order to expand one of its buildings adjacent to the District's water main. Currently, the building expansion is not possible without encroaching on the existing easement.

Staff has reviewed the proposal and has determined that the relocation of the water main in Marion Way will not negatively impact the District's ability to operate and maintain its infrastructure. The District will release a portion of its existing easement, and will be granted an easement of the same area and with the same terms as the existing easement. The main relocation will allow Oceanview to build additional housing units, and add to the District's customer base.

The engineering, design and construction of the new main will be done at Oceanview's expense.

FISCAL REVIEW / FUNDING

Applicants will pay the standard fee of \$350 for a major easement modification, per the District's Sale or Other Use of District real Property Policy.

LEGAL REVIEW

Corporation Counsel will review and approve the easement modification agreement prior to execution.

CONCLUSION(S)

Staff recommends that the agreement be approved.

ATTACHMENT(S)

Oceanview Retirement Community Easement Relocation Packet



January 29, 2025

20.121

Robert Bartels, PE
Senior Project Engineer
Portland Water District
225 Douglass Street
P.O. Box 3553
Portland, ME 04144-3553

**Oceanview Retirement Community, Falmouth
Marion Way Water Main & Easement Relocation**

Dear Robert:

On behalf of Oceanview Retirement Community, LP we are submitting for approval from the Portland Water District Board of Trustees, a request for a water main and easement re-location in Marion Way on the Oceanview campus in Falmouth.

Attached for staff and the Board's review are:

- Easement Modification Form (Fee submitted separately)
- Existing Easement (CCRD Plan Book 30533 Page 186)
- Water Main and Easement Relocation Plan, by Belanger Engineering, dated 01-29-25.
- 18th Amended Subdivision Plan, Oceanview Retirement Community, by Sebago-Technics, rev. 01-15-25 (Draft - for Planning Board Approval on February 4th.)

Background:

As you are aware, Oceanview Retirement Community (Oceanview) is a full-continuum of care senior facility and has been expanding since its start in the mid 1980's to provide for current and future senior residents offering the highest quality independent living, assisted and memory care facilities on its 86-acre campus in Falmouth. The most recent project, the "*Oceanview Expansion and Modernization Project*" is proposed to meet the demand for increased independent living facilities while moving towards a Net-Zero campus energy goal. The project is currently in the final permitting and pre-construction phases.

This new project will include a net increase of 29 units including:

- BBC-4 – a 4 story, 14 unit congregate living addition to the 3 Marion Way "Blueberry Commons" building, including underground parking. (East side of Blueberry Lane phase.)
- Removal of cottages C1-10 and replacing with state of the art, energy efficient new multiplex buildings and a triplex cottage for a net of 13 new units. (West side of Blueberry Lane phase.)
- Addition of a net 2 new cottages located off 7 Blueberry Lane.

The BBC-4 addition requires a 1-10 foot re-location/reconstruction of a portion of Marion Way, including approximately 350 ft. of the existing 8-inch water main and Portland Water District (PWD) easement to the north to accommodate the BBC-4 building expansion footprint. (Marion Way and all



internal roads within Oceanview are private with the exception of Blueberry Lane which is a Town road and ROW.).

Water Main and Easement Relocation: (Refer to attachments.)

Marion Way is subject to a 30/40 -foot wide PWD utility easement. This proposal to the Board of Trustees respectfully requests approval to relocate approximately 410 feet of the 30-foot section of the easement and 350+/- feet of 8-inch D.I. water main as shown graphically on the attached Watermain and Easement Relocation Plan. (Refer also to the 18th Amended Subdivision Plan.)

This request is required to provide appropriate setbacks from the proposed BBC-4 building and to move the easement out of the building footprint and provide new building services.

We appreciate your willingness to work through the engineering plan details which will require a temporary water service plan as well during construction of the main and services to the 5/7 Marion Way Blueberry Commons building and several potential cottages.

We look forward to meeting with the District Board of Trustees to present this request at their meeting of February 24th, 2025. Should you require any additional information please do not hesitate to contact me. We will continue to finalize the engineering details to address any District comments in the interim.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Licht', written over a light blue horizontal line.

Frederic (Rick) Licht, PE, LSE
Principal

Encl: As Noted

Cc: John Wasileski, Oceanview Retirement Community, LP
Christian Haynes, Seacoast Management Company
Chris Belanger, Belanger Engineering
Charles Katz-Leavy, Jensen Baird



Portland Water District

From Sebago Lake to Casco Bay

Easement Modification Agreement Request

NAME OF REQUESTOR: Oceanview Retirement Community Limited Partnership

PROPERTY ADDRESS: Marion Way, Falmouth

DESCRIPTION OF PROPOSED USE: Relocation of existing water main and easement to accommodate building expansion.

IS TRUSTEE APPROVAL REQUIRED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

CONTACT: Frederic (Rick) Licht, rlicht@securespeed.net

NOTE: Plans must be approved by Water Operations and Senior Engineer for MEANS.

Fees:

- If Trustee approval is required**, there will be a **\$200** initial application fee to cover expenses related to obtaining approval of the application request and a **\$150** fee to cover cost of document preparation, recording etc. payable at Agreement execution.
- If Trustee approval is not required**, there will be a **\$200** (\$50 application fee and \$150 to cover the cost of document preparation and recording) fee to cover all expenses payable prior to the preparation of the Easement Modification Agreement document.

I hereby agree to pay all expenses incurred by the District in the processing of this request as described above.

J. Clifton Director of Development
Signature of Applicant Oceanview + Sea Coast

Jan. 28, 2025
Date

Reviewed and approved by:

	Initials	Date
Right of Way Agent	_____	_____
Corporation Counsel	_____	_____
Director of Asset Management & Planning	_____	_____

General Manager

Date



DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
19398	EASEMENT	30533/186	04/05/2013
Street	Street Name	Description	
Grantors	Grantees	Street	Property Description
OCEANVIEW COMMUNITY RETIREMENT L P , OCEAN VIEW COMMUNITY RETIREMENT L P	PORTLAND WATER DISTRICT		
References			
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Lot	Block	Subdivision	Plat

EASEMENT DEED

OCEANVIEW RETIREMENT COMMUNITY LIMITED PARTNERSHIP, a Maine limited partnership of Falmouth, Maine ("OWNER") for consideration paid, hereby grant to the **PORTLAND WATER DISTRICT**, a public quasi-municipal Maine corporation of Portland, Maine ("DISTRICT"), with warranty covenants an easement on property located in the Town of Falmouth, Cumberland County, Maine, bounded and described as follows:

A strip of land shown as 30' Access and Utility Easement (#7B) on a plan entitled "10th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties." prepared by Titcomb Associates, dated September 4, 2012 as revised January 7, 2013 and recorded at the Cumberland County Registry of Deeds in Plan Book 213, Page 24, extending easterly from easterly sideline of Blueberry Lane 409 feet more or less to the easterly property line of OWNER'S land as shown on said plan.

The DISTRICT shall have the following permanent easement rights in the easement area described above:

1. the right to install, maintain, replace and remove conduits or pipelines for conveying water, wastewater and/or stormwater, with all necessary fixtures and appurtenances, including electric or other energized control lines; and
2. the right to make connections with the conduits or pipelines on land adjacent to the easement area; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the DISTRICT; and
4. the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes; and
5. the right to enter on the easement area at any and all times for any of these purposes.

The OWNER reserves the use and enjoyment of the easement area for any purpose that does not interfere with the use of the easement area by the DISTRICT for its own purposes; provided that none of the following improvements may be made by the OWNER in the easement area, without the written permission of the DISTRICT:

1. No buildings or any other permanent structures are allowed, except pavement and utilities.
2. No earth shall be removed, no fill may be added, and no other change shall be made to the final surface grade of the easement area.
3. No conduits, pipelines or facilities shall be installed within 5 feet of or above any conduit or pipeline installed by the DISTRICT, except that pipelines and conduits may be installed if they

cross perpendicular to the DISTRICT conduits and pipelines with a minimum vertical clearance of one foot.

If the DISTRICT grants permission for any such work by the OWNER, then the OWNER shall indemnify and hold the DISTRICT harmless for any claims against the DISTRICT or expenses of the DISTRICT resulting from such work.

This easement deed is signed as a document under seal.

Dated: March 28, 2013

OCEAN VIEW COMMUNITY
RETIREMENT LIMITED PARTNERSHIP

By: Ocean View Management Company,
Its Manager

[Signature]
By: John B. Wasileski
Its: President

[Signature]

State of Maine
County of Cumberland

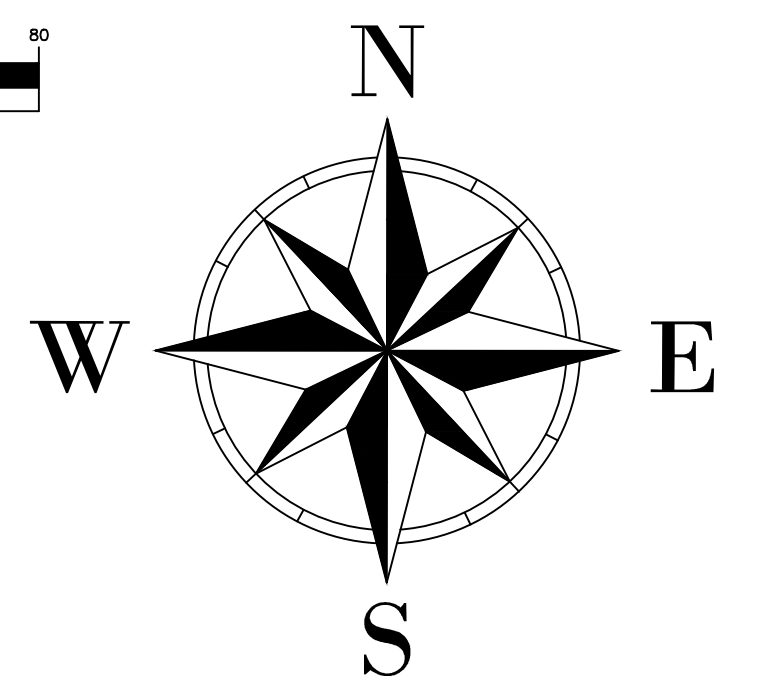
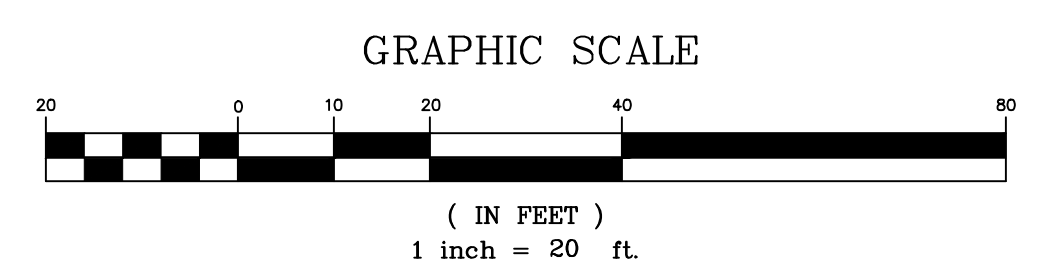
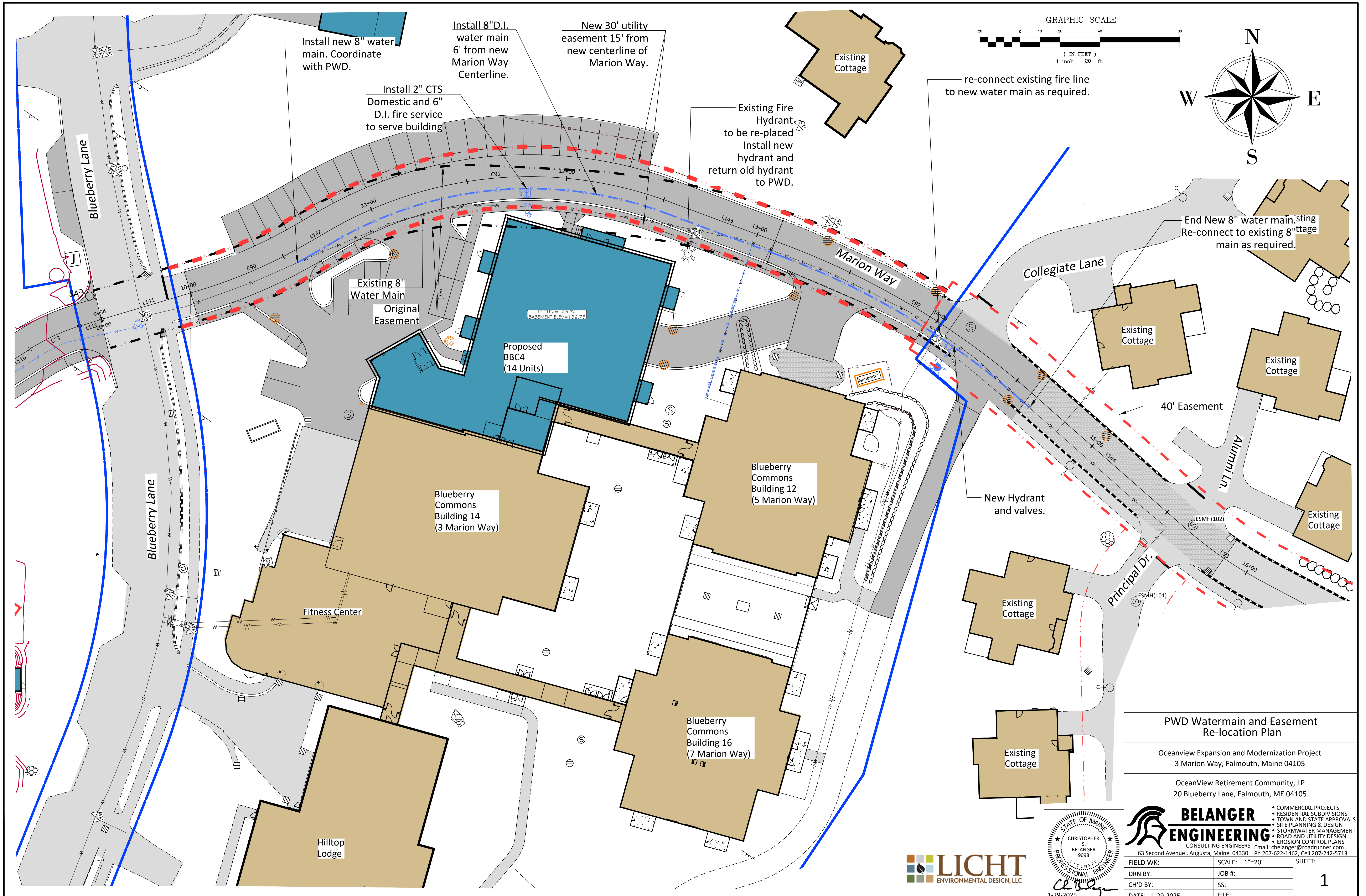
March 28, 2013

John B. Wasileski, President of Ocean View Management Company, the General Partner of Ocean View Retirement Community Limited Partnership personally appeared before me and acknowledged that his signature on this document was his free act and deed in said capacity and the free act and deed of Ocean View Retirement Community Limited Partnership.

[Signature]
Notary Public/Attorney at Law

Anne E. Knowles
Print Name
Notary Public State of Maine
My commission expires March 17, 2018.

Received
Recorded Register of Deeds
Apr 05, 2013 03:11:19P
Cumberland County
Pamela E. Lovley



PWD Watermain and Easement Re-location Plan

Oceanview Expansion and Modernization Project
 3 Marion Way, Falmouth, Maine 04105

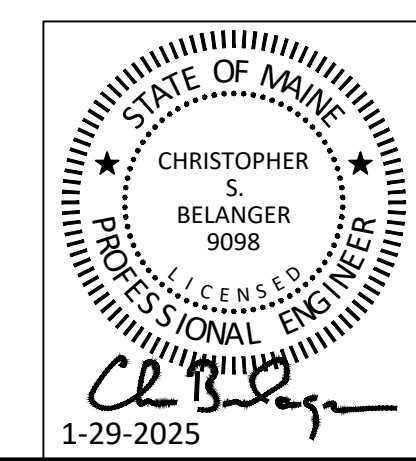
OceanView Retirement Community, LP
 20 Blueberry Lane, Falmouth, ME 04105

BELANGER ENGINEERING
 CONSULTING ENGINEERS
 63 Second Avenue, Augusta, Maine 04330 Ph 207-622-1462 Cell 207-242-5713

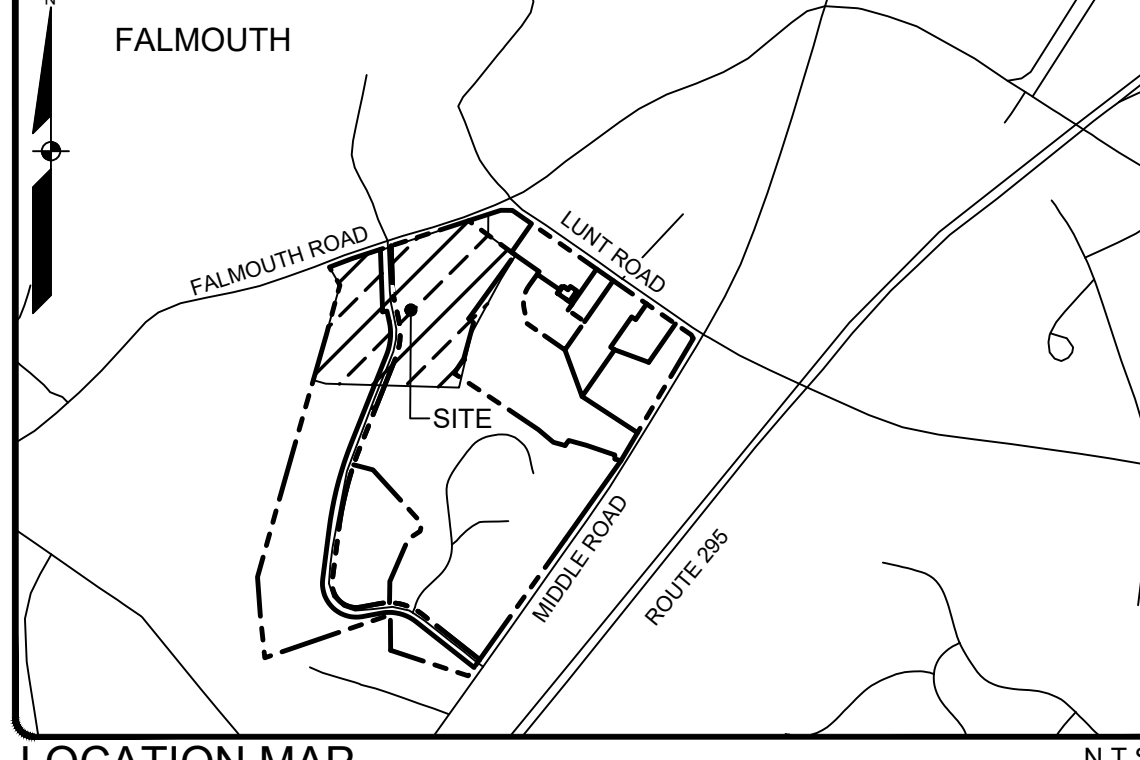
- COMMERCIAL PROJECTS
- RESIDENTIAL SUBDIVISIONS
- TOWN AND STATE APPROVALS
- SITE PLANNING & DESIGN
- STORMWATER MANAGEMENT
- ROAD AND UTILITY DESIGN
- EROSION CONTROL PLANS

FIELD WK:	SCALE: 1"=20'	SHEET:
DRN BY:	JOB #:	
CH'D BY:	SS:	
DATE: 1-29-2025	FILE:	

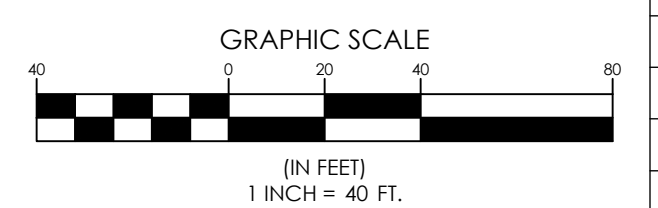
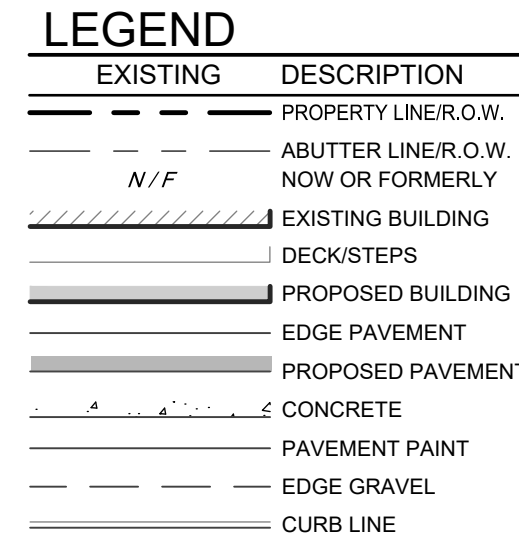
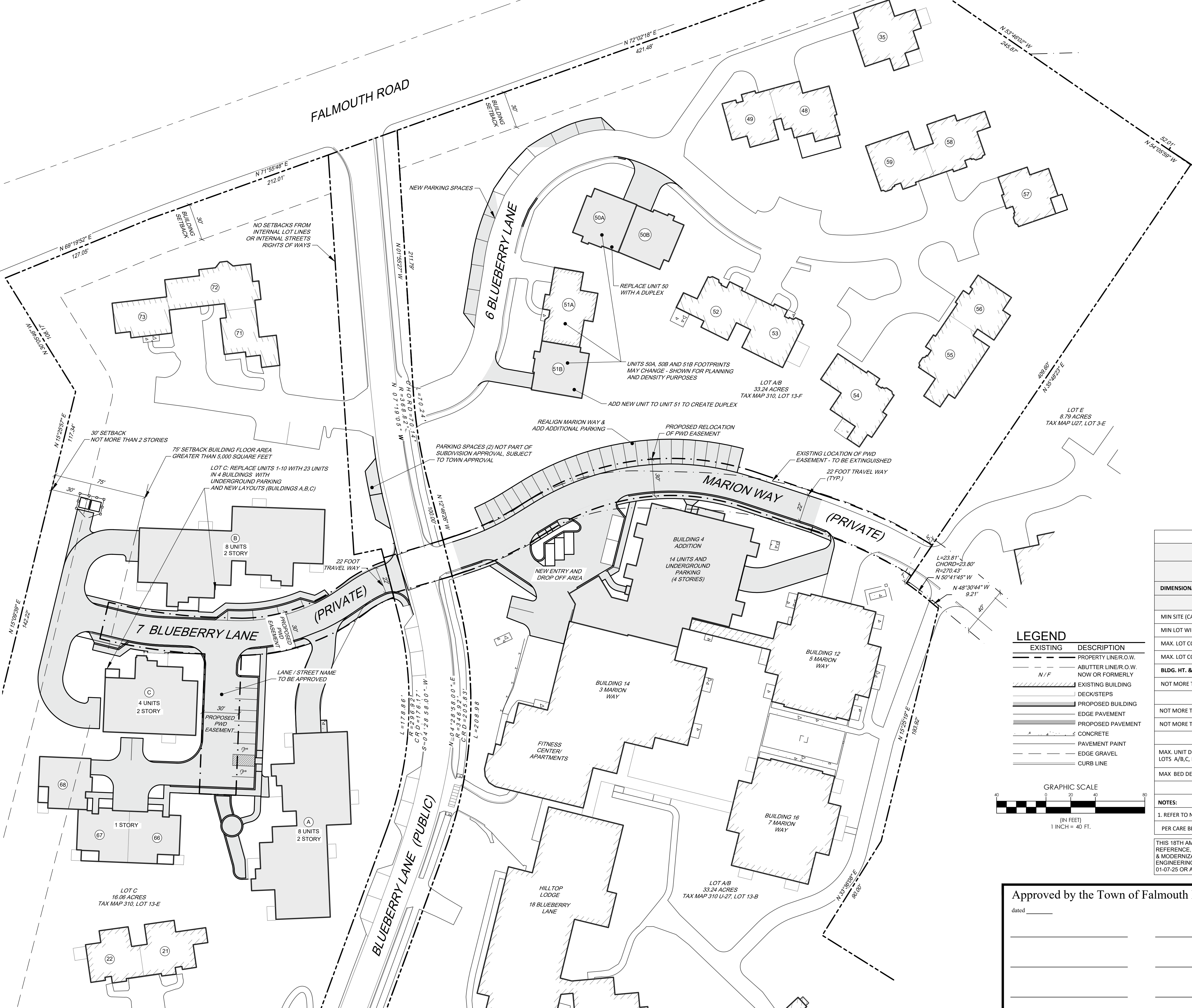
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WAIVERS GRANTED:
 1. SUBDIVISION ORDINANCE - APPENDIX 7.5.E.4 STREET STANDARDS. THE PLANNING BOARD AT THE JULY 2, 2024 MEETING GRANTED A WAIVER FROM THE 24 FT. WIDE LOCAL STREET STANDARD TO 22 FT. WIDE, CONSISTENT WITH THE REMAINING PORTIONS OF MARION WAY FOR THE RECONSTRUCTED SECTION OF MARION WAY AS SHOWN ON THE PLAN.



- GENERAL NOTES:**
- THE PROPERTY IS SHOWN AS LOTS 13 ON THE TOWN OF FALMOUTH TAX MAP U27, INDEX MAP 310 AND IS LOCATED IN THE RESIDENTIAL BUSINESS DISTRICT WITH AN OCEANVIEW RETIREMENT COMMUNITY OVERLAY.
 - BASIS OF BEARING IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 18E2NAD83 (2011), GEOID 18 IN U.S. FEET. ELEVATIONS DEPICTED HEREON ARE NAVD88, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
 - UTILITY INFORMATION DEPICTED HEREON, UNLESS OTHERWISE NOTED, IS OF QUALITY LEVEL D PER AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARD CI/ASCE 38-02. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES WITHIN THE PROJECT AREA PRIOR TO CONSTRUCTION AND/OR EXCAVATION. PRO MARK UTILITY LOCATING, INC. MARKED THE UNDERGROUND UTILITIES SHOWN HEREON IN JUNE OF 2023, AND THEY WERE FIELD LOCATED BY SEBAGO TECHNICS, INC.
 - PLAN REFERENCES:
 - SIXTH AMENDED SUBDIVISION PLAN, OCEANVIEW, WHIPPLE FARM COTTAGES, 20 BLUEBERRY LANE, TOWN OF FALMOUTH, CUMBERLAND COUNTY, STATE OF MAINE, PREPARED BY SGC ENGINEERING, LLC, DATED MARCH 15, 2004, AS REVISED THROUGH JULY 13, 2004 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, PLAN BOOK 204, PAGE 879.
 - SEVENTH AMENDED SUBDIVISION PLAN, OCEANVIEW RETIREMENT COMMUNITY, 20 BLUEBERRY LANE, FALMOUTH MAINE, PREPARED BY TITCOMB ASSOCIATES, DATED OCTOBER 30, 2010, AS REVISED ON DECEMBER 20, 2100 AND JANUARY 17, 2011 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, PLAN BOOK 211, PAGE 20.
 - EIGHTH AMENDED SUBDIVISION PLAN, OCEANVIEW RETIREMENT COMMUNITY, 20 BLUEBERRY LANE, FALMOUTH MAINE, PREPARED BY TITCOMB ASSOCIATES, DATED SEPTEMBER 28, 2011 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, PLAN BOOK 211, PAGE 299.
 - TENTH AMENDED SUBDIVISION PLAN, OCEANVIEW RETIREMENT COMMUNITY, 20 BLUEBERRY LANE, FALMOUTH MAINE, PREPARED BY TITCOMB ASSOCIATES, DATED SEPTEMBER 4, 2012 AND REVISED THROUGH FEBRUARY 5, 2014 RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 213, PAGE 24.
 - PLAN OF EXISTING CONDITIONS SURVEY MADE FOR OCEANVIEW RETIREMENT COMMUNITY LIMITED PARTNERSHIP BY TITCOMB ASSOCIATES, DATED MAY 2, 2016.
 - TWELFTH AMENDED SUBDIVISION PLAT, OCEANVIEW RETIREMENT COMMUNITY, 20 BLUEBERRY LANE, FALMOUTH MAINE, PREPARED BY TITCOMB ASSOCIATES, DATED MAY 2, 2016 AND REVISED THROUGH JULY 22, 2016 RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, PLAN BOOK 216, PAGE 311.
 - 15TH AMENDED SUBDIVISION PLAT OCEANVIEW RETIREMENT COMMUNITY FITNESS CENTER MADE FOR OCEANVIEW RETIREMENT COMMUNITY LIMITED PARTNERSHIP BY TITCOMB ASSOCIATES DATED APRIL 4, 2016 AND REVISED JUNE 22, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 389.
 - 16TH AMENDED SUBDIVISION SUBDIVISION PLAT OCEANVIEW RETIREMENT COMMUNITY FITNESS CENTER, BLUEBERRY LANE, FALMOUTH, MAINE, PREPARED BY TITCOMB ASSOCIATES, DATED MAY 8, 2019 AND REVISED JUNE 25, 2019.
 - PLAN OF EXISTING CONDITIONS OF A PORTION OF OCEANVIEW FALMOUTH, MADE FOR OCEANVIEW FALMOUTH, BY SEBAGO TECHNICS, DATED JULY 11, 2023.
 - THIS 18TH OCEANVIEW AMENDMENT INCORPORATES THE "OCEANVIEW EXPANSION & MODERNIZATION PROJECT" ON LOT A/B AND LOT C WHICH INCLUDES A NET OF 29 UNITS:
 - LOT A/B: A 14-UNIT ADDITION WITH UNDERGROUND PARKING TO 3 MARION WAY BUILDING, NEW ENTRY DESIGN AND RE-ALIGNMENT OF A PORTION OF MARION WAY AND SURFACE PARKING.
 - LOT A/B: REPLACE UNIT 50 WITH DUPLEX AND ADD A UNIT TO UNIT 51 (NET INCREASE 2 UNITS).
 - LOT C: REPLACEMENT OF COTTAGES 1-10 AND ADDITION OF 23 UNITS IN 4 BUILDINGS WITH UNDERGROUND PARKING (BLDG. A,B,C) AND NEW ACCESS AND SURFACE PARKING. (NET INCREASE 13 UNITS).



OCEANVIEW EXPANSION AND MODERNIZATION PROJECT		
SITE DATA TABLE		
ZONING	OCEANVIEW RETIREMENT COMMUNITY OVERLAY (OVRC) ZONING §19-21.9 & RCOD § 19-21.6	
DIMENSIONAL STANDARD (RCOD/OVRC)	REQUIRED	PROVIDED
MIN SITE (CAMPUS) SIZE (ACRES)	30	86
MIN LOT WIDTH (FT)	100	300+/-
MAX. LOT COVERAGE LOT A/B (33.24 AC)	20%	16%
MAX. LOT COVERAGE LOT C (16.06 AC)	20%	11%
BLDG. HT. & EXTERNAL SETBACKS (FT)		
NOT MORE THAN 2 STORIES OR 30 FT (FT)	30	43 FT. (TRIPLEX UNIT 68 - LOT C)
NOT MORE THAN 3 STORIES OR 45 FT (FT)	90	87 FT. (UNIT 50A LOT A/B)
NOT MORE THAN 4 STORIES OR 60 FT (FT)	150	385 FT. (FITNESS)
MAX. UNIT DENSITY ENTIRE OVRC CAMPUS LOTS A/B,C, E (L)	339 UNITS	305 UNITS
MAX. BED DENSITY LOT D (FAL. HOUSE)	87 BEDS	47 BEDS

NOTES:
 1. REFER TO NET RESIDENTIAL CAMPUS DENSITY TABLE, BASED ON 2,000 SF NET RESIDENTIAL AREA (NRA)
 PER CARE BED (ASSISTED/MEMORY CARE) AND 6,000 SF PER UNIT PER NRA PER RCOD 19-21.6

THIS 18TH AMENDED SUBDIVISION PLAT INCLUDES, BY REFERENCE, THE SITE PLAN ENTITLED "OCEANVIEW EXPANSION & MODERNIZATION PROJECT", PREPARED BY BELANGER ENGINEERING AND LIGHT ENVIRONMENTAL DESIGN, LLC DATED 01-07-25 OR AS REVISED.

THIS PLAN SUPERCEDES PRIOR VERSIONS OF PLANS LOCATED IN THE PROJECT AREA.

Approved by the Town of Falmouth Planning Board

dated _____

STATE OF MAINE, CUMBERLAND COUNTY SS, REGISTRY OF DEEDS

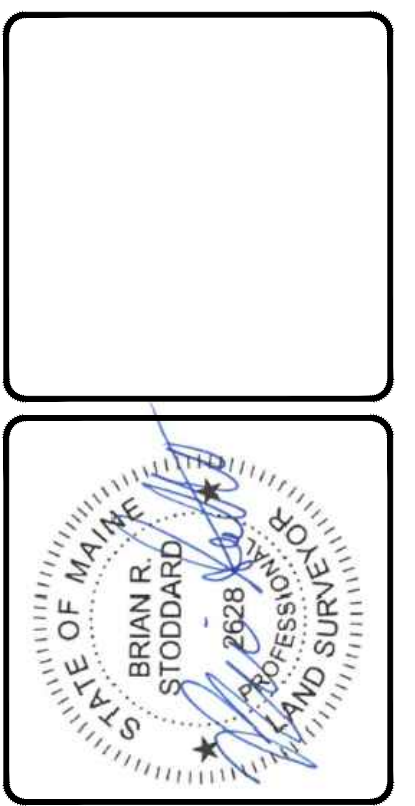
RECEIVED _____ 20____

AT _____ H _____ M _____ AND

RECORDED IN _____

PLAN BOOK _____ PAGE _____

ATTEST: _____ REGISTER



REV. NO.	DATE	REVISIONS PER COMMENTS
A	CNG 07/15/2025	STATUS: REVISIONS PER COMMENTS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.



18th AMENDED SUBDIVISION PLAT
 OF:
 OCEANVIEW BLUEBERRY COMMONS ADDITION & NEW COTTAGES
 3 MARION WAY & 7 BLUEBERRY LANE
 FALMOUTH, ME
 FOR:
 OCEANVIEW RETIREMENT COMMUNITY LP
 20 BLUEBERRY LANE
 FALMOUTH, ME 04105

DESIGNED	-
DRAWN	JMC / CNG
CHECKED	BRS
DATE	01/07/2025
SCALE	1" = 40'
PROJECT	230315-02



PLANNING COMMITTEE / AGENDA ITEM SUMMARY

Agenda Item: 2
Date of Meeting: February 10, 2025
Subject: YMCA Lease
Presented By: Laurel Jackson, ROW Agent

RECOMMENDATION

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

ORDERED, the General Manager is authorized to execute a Lease Agreement with the YMCA for the use of a portion of the District's Otter Ponds property; and

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote.

BACKGROUND ANALYSIS

The District entered into a twenty-year lease agreement in 1990 with the YMCA for use of District land in Standish for the Otter Ponds Day Camp. In 2010, the lease was renewed under the same terms for an additional twenty years. The arrangement has generally worked well over the years and has allowed the YMCA to provide day camp services to children from the District's service area.

Recently, staff reviewed the lease agreement and determined that it does not adequately address issues such as maintenance and care of the property. Staff recommends terminating the current lease agreement and entering into a new lease agreement with the YMCA. The new lease terms will include the tenant's property maintenance responsibilities, require a deposit from the YMCA to be used in the event clean-up is needed, and will be for a term of ten years, with a ten-year renewal option.

FISCAL REVIEW / FUNDING

Under the proposed Lease Agreement, the YMCA will continue to pay the proportionate share of the Standish Real Estate taxes each year for the land that they lease. This amounts to about \$790 per year. The proposed lease will also require a \$5,000 deposit that may be used for any costs incurred by the District in maintaining the property.

LEGAL REVIEW

Corporation Counsel has reviewed and approved the proposed lease agreement.

CONCLUSION(S)

Staff recommends that the Board approve entering into a lease agreement with the YMCA.

ATTACHMENT(S)

Proposed Draft Lease Agreement

LEASE AGREEMENT

THIS LEASE made this ___ day of _____, 2025, by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation located at 225 Douglass Street, Portland, in Cumberland County, State of Maine (hereinafter the "**DISTRICT**") and **YOUNG MEN'S CHRISTIAN ASSOCIATION**, a charitable corporation organized and existing under the laws of the State of Maine and located at said Portland in said County and State, (the "**Y**").

WITNESSETH

WHEREAS, the **DISTRICT** is the owner of certain parcels of land in the vicinity of Sebago Lake in the Town of Standish known as Otter Pond; and

WHEREAS the **Y** has utilized the Otter Pond property and desires to continue to use the property for the operation of a summer camp and recreational programs, which uses are consistent with and supports the **DISTRICT**'s objectives for the parcels.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES

Subject to the terms and conditions of this Agreement, the **DISTRICT** agrees to lease to the **Y** certain real property off Chadbourne Rd identified as Tax Map 14, Lot 43 and a portion of Tax Map 14, Lot 42 in Standish, Maine (hereinafter the "Premises"), more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

2. TERM

The commencement date of this Agreement is the date written above (hereinafter the "Commencement Date"). The term of this Agreement shall be ten years (10) years from the Commencement Date, unless sooner terminated as provided herein. The Agreement may be renewed for an additional ten (10) year term under and subject to the same terms and conditions as herein contained. Written notice of such intent to renew shall be given by the **Y** to the **DISTRICT** at least ninety (90) days before expiration of the original term of the Lease.

3. RENT, SECURITY DEPOSIT AND TAXES

Upon execution of this Agreement, the **Y** shall pay to the **DISTRICT** a Five Thousand Dollar (\$5,000.00) deposit, which the **DISTRICT** shall hold in escrow without interest. Any costs incurred by the **DISTRICT** as a result of the **Y**'s use of the Premises, including but not limited to clean up costs, shall be paid for out of the deposit. Any sums still due the **DISTRICT** over

and above the deposit shall be immediately due to the **DISTRICT** and shall be payable by the **Y** as provided herein.

The balance of the deposit, if not utilized by the **DISTRICT** as provided herein shall be refunded to the **Y** at expiration or termination of the lease.

The **DISTRICT** shall pay the real estate taxes to the Town of Standish based upon the land component of the assessment on the premises and the **Y** shall reimburse the **DISTRICT** twenty-five percent (25%) of the taxes levied on thirty-two percent (32%) of the assessed valuation of Lot 14-42, and twenty-five percent (25%) of the taxes levied on one hundred percent (100%) of the assessed valuation of Lot 14-43, being the premises leased hereunder. The **Y** shall pay all real estate taxes to the Town of Standish based upon the buildings which it locates on the premises together with all personal property taxes and any other assessments imposed upon the premises or any improvements made thereon.

4. USE

The **Y** agrees to use the premises only for operating a children's day camp, recreational purposes and related activities, and further agrees it will not at any time, use the premises for any purpose which will constitute, in the discretion of the **DISTRICT**, a nuisance, or a hazard to the public or the abutting land owners.

5. IMPROVEMENTS

The **Y**, at its own expense, may erect such buildings as are necessary for its programs, and to maintain and protect the premises, only upon the prior written approval of the **DISTRICT**. The **Y** shall not erect any signs visible from the highway without the **DISTRICT**'s written approval. Any and all improvements made to the premises shall remain the property of the **Y** and shall be removed by the **Y** at the termination of the Lease.

If any improvements shall not have been removed within ninety (90) days of such termination, at the option of the **DISTRICT**, such improvements shall become the property of the **DISTRICT**

6. CARE OF THE PREMISES

The **Y** shall, at its own expense, maintain the Premises in a clean and orderly condition, which includes, without limitation, maintaining the grounds, keeping the Premises clean and free from rubbish, trash and garbage, and maintaining any structures and grounds clean and neat in appearance. In the event that the **Y** fails to maintain the Premises in accordance with this Section, the **DISTRICT** may provide written notice of default in accordance with Section 11 hereof. If The **Y** fails to take action to cure the breach within fourteen (14) days, the **DISTRICT** may, without waiving any claims or the right to pursue other default remedies, take steps to restore the Premises to the conditions required by this Lease in the **DISTRICT**'s sole judgment. Any costs incurred by the **DISTRICT** in restoring the Premises shall be paid for using the **Y**'s security deposit, with any amount due to **DISTRICT** in excess of the deposit payable by the **Y**.

7. ASSIGNMENT AND SUBLET

The **Y** shall not be permitted to sublet the Premises nor assign this Lease. Further, the **DISTRICT** and its agents shall be allowed access to said Premises at all reasonable times.

8. HAZARDOUS MATERIALS

The **Y** represents, warrants and agrees that its use, maintenance and operation of the Premises shall at all times be in compliance with all applicable federal, state, county or local laws, regulations and ordinances of any governmental authorities relating to Hazardous Materials, as hereinafter defined, and that the **Y**, its agents, officers, employees and invitees will not cause any Hazardous Materials to be deposited, discharged, placed or disposed of at the Premises and that the Premises will remain free from Hazardous Materials. The **Y** shall indemnify the **DISTRICT**, its agents, officers and employees, against and hold them harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of any occurrence or condition causing the presence of any such Hazardous Materials on the Premises that occurred during the term of this Agreement. As used herein, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, underground petroleum storage tanks, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), applicable Maine Statutes (including 38 M.R.S.A. §§ 561 et seq.; 38 M.R.S.A. §§ 1361 et seq.; 38 M.R.S.A. §§ 1301 et seq.; and 38 M.R.S.A. §§ 1317 et seq.), or any similar federal, state or local law in effect from time to time, or in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials promulgated pursuant thereto or any other substances or materials constituting a hazard, peril or threat to the health of persons, animals or plant life.

No herbicides or pesticides shall be used anywhere on the Premises.

9. INSURANCE AND INDEMNIFICATION

The **Y** shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of public liability insurance with an insurance company licensed to do business in the State of Maine covering the **DISTRICT** and the **Y** against claims for loss or injury to persons or property occurring on the Premises. Such insurance coverage will be in at least the amount of \$1 million each occurrence and \$2 million general aggregate for general liability. The **Y** shall provide the **DISTRICT** with a copy of the certificate evidencing such insurance and naming the **DISTRICT** as an additional named insured upon execution of this Agreement and upon the annual anniversary of the commencement date of this Agreement thereafter. The **Y** shall maintain the **Y**'s own insurance against loss or damage to the **Y**'s property at the Premises. The **Y** shall provide the **DISTRICT** with written evidence of such property damage/casualty insurance upon execution of this Agreement and upon the annual anniversary of the commencement date of this Agreement thereafter. The **DISTRICT** will not be liable for any damage or loss to any person or property occurring on said Premises and, subject to the

limitations of the Maine Tort Claims Act, the **Y** will defend, indemnify and hold harmless the **DISTRICT**, its agents, officers and employees, against any and all claims arising from any claims of such liability, unless resulting from the negligence or intentional acts of The **DISTRICT** or The **DISTRICT**'s agents, officers and employees. All obligations of indemnification contained in this Agreement shall survive any termination of this Agreement.

10. TERMINATION

Either party may terminate this lease at any time upon thirty (30) days' prior written notice to the other party, and thereafter the **Y** shall have no further right to the use or occupancy of the Premises. All personal property shall be removed therefrom by the **Y** within 90 days of the termination date. If any improvements or personal property have not been removed within ninety (90) days of such termination, such improvements shall become the property of the **DISTRICT**.

11. DEFAULT

The **Y** will be in default under this Agreement if the **Y** fails to comply with any terms of this Agreement within fourteen (14) days after the **DISTRICT** has given written notice of noncompliance or, in the case of a failure which is not by its nature capable of being cured within fourteen (14) days, if the **Y** fails to take action to cure the breach within said fourteen (14) days and fails to prosecute the curing of the same diligently to completion.

12. NO WAIVER

Failure of the **DISTRICT** or the **Y** to complain of any act or omission on the part of the other no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by the **DISTRICT** or the **Y** at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or constitute a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or of any other action on any subsequent occasion.

13. NOTICES

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice:

The **DISTRICT**:
Portland Water District
Attention: General Manager
225 Douglass Street
P.O. Box 3553
Portland, ME 04104-3553

The Y:
Y.M.C.A
Attention: Director
70 Forest Avenue
Portland, Maine 04101

14. MEMORANDUM OF LEASE

The parties will at any time, at the request of either party, promptly execute duplicate originals of an instrument, in recordable form, that will constitute a memorandum or short form of lease, setting forth a description of the Premises, the term of this Agreement and any other portions hereof as either party may request.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed the same on the date first above written.

WITNESS:

PORTLAND WATER DISTRICT

By: _____
Christopher Crovo
Interim General Manager

WITNESS:

YMCA

By: _____
Helen Breña
Chief Executive Officer

EXHIBIT A

A certain lot or parcel of land situated in the Town of Standish in the County of Cumberland and State of Maine on the southerly site of the Gray Road and the Skip Road; bounded and described as follows:

Beginning at a stake on the southerly side of said Skip Road at the westerly corner of land now or formerly of B.C.J. Waterhouse; thence South 39 degrees 30 minutes East seven hundred eighty-six (786) feet, more or less, by said Waterhouse land to a stone monument; thence continuing on the course of South 39 degrees 30 minutes East by other land of the District known as the Kemp Lot five hundred forty-three (543) feet, more or less, to other land of the District known as the Barstow Lot; thence southwesterly by said Barstow Lot five hundred seventy-one and five-tenths (571.5) feet, more or less, to a stone monument; thence continuing in a southwesterly direction by said Barstow Lot seventy-one and five-tenths (71.5) feet to an iron pipe at the westerly corner of said lot; thence southeasterly by the southwesterly of said Barstow Lot twelve hundred (1,200) feet, more or less, to an iron pipe at the southerly corner of said Barstow Lot, said pipe being also located on the Standish-Gorham town line; thence southwesterly along said Standish-Gorham town line one thousand nine hundred and eighteen (1,918) feet, more or less, to a stone monument; thence North 51 degrees 20 minutes West to the southerly line of said Gray Road; thence southeasterly by said Gray Road and said Skip Road three thousand six hundred and forty-three (3,643) feet, more or less, to said stake and the point of beginning.

Said premises containing 200 acres, more or less, and being leased subject to the rights of the Maine Central Railroad. Being the same premises conveyed to the District by the New England Cities Ice Company by deed dated June, 1935 and recorded in the Cumberland County Registry of Deeds in Book 1468, Page 342, and subject to the exceptions contained therein.

Also, another certain lot or parcel of land in said Standish, bounded and described as follows:

Beginning at a stone post on the division line between the Town of Standish and the Town of Gorham, which post is the most southerly point of land which the Portland Water District purchased from the New England Cities Ice Company being the first parcel described herein, and which point is one thousand fifty (1,050) feet, more or less, from the center of the location of the Mountain Division of the Maine Central Railroad, as shown on a plan recorded in the Cumberland County Registry of Deeds, Plan Book 12, Page 7; thence southwesterly on the dividing line between said towns, one thousand five hundred (1,500) feet to a point; thence in a northwesterly direction to the most southerly corner of the lot of land which was conveyed by George F. Gould to the Town of Standish by deed recorded in the Cumberland County Registry of Deeds, Book 1229, Page 162; thence northeasterly along the line of said land seven hundred twenty-five (725) feet, more or less, to a point; thence northwesterly along the line of said land six hundred (600) feet, more or less, to the Gray Road, so-called; thence northeasterly along said Gray Road seventy-five (75) feet, more or less, to a point and land now belonging to the Portland Water District; thence southeasterly along the line of said first parcel described herein to the point begun at. Together with the right of way over the adjoining land of this grantor over and along the road known as Crooked Road, as shown on a plan of land recorded in the Cumberland County Registry of Deeds, Plan Book 12, Page 7 and subject to the right of others who use said Crooked Road over the premises hereby conveyed and subject to the right of the Cumberland

County Power and Light Company to erect and maintain pole lines on certain parts of the land hereby conveyed as described and set forth in a deed recorded in Cumberland County Registry of Deeds, Book 910, Page 169.

Being the same premises conveyed to the District by Bertha M. Gould by deed dated December 29, 1936, and recorded in said Registry in Book 1514, Page 43.