

AGENDA
PORTLAND WATER DISTRICT

225 Douglass Street, Portland, Maine

Jeff P. Nixon Training Center

6:00 p.m. on Monday, August 25, 2025

<https://us06web.zoom.us/j/81617839955?pwd=VGJuvOIYodzKWHH1J12FmSVSkmA5R.1>

- | | | |
|-----|--|----------------------|
| 1. | <u>Convene Meeting</u> with Pledge of Allegiance and moment of silence. | President Lunt |
| 2. | <u>Roll Call</u> | Clerk |
| 3a. | <u>Acceptance of Minutes</u> of the Regular Meeting of July 28, 2025 | President Lunt |
| 3b. | <u>Acceptance of Minutes</u> of the Workshop Meeting of August 11, 2025 | President Lunt |
| 4. | <u>Invitation for Public Comment</u> | President Lunt |
| 5. | <u>Reports:</u> | |
| | ▪ Operations Committee Reports | Trustee Crockett |
| | ▪ Planning Committee Reports | Trustee Shaughnessy |
| | ▪ General Manager's Report | General Manager |
| 6. | <u>New Business</u> | |
| | A. <u>Order 25-017</u> authorizing the General Manager to execute a professional services contract with AECOM for design phase engineering services for the EEWTF Comprehensive Upgrade Project. | Operations Committee |
| | B. <u>Order 25-018</u> authorizing the General Manager to execute a cost-sharing agreement with CMP related to the proposed CMP substation. | Planning Committee |
| | C. <u>Order 25-019</u> authorizing the General Manager to execute a Memorandum of Understanding with the Town of Standish. | Planning Committee |
| 7. | <u>Other Business</u> An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas. | President Lunt |
| 8. | <u>Second Invitation for Public Comment</u> | President Lunt |
| 9. | <u>Trustee Comments</u> | President Lunt |
| 10. | <u>Executive Session</u> A motion may be made to go into Executive Session at any time during the meeting to discuss, pursuant to 1 M.R.S. §405(6)(A) personnel, 1 M.R.S. §405(6)(C) real estate, 1 M.R.S. §405 (6)(D) labor negotiations, or 1 M.R.S. §405(6)(E) legal matters. | President Lunt |
| 11. | <u>Adjournment</u> | President Lunt |

Donna M. Katsiaficas
Clerk

Portland Water District
Board of Trustees Regular Meeting
August 25, 2025

New Business

Agenda Item 6A-6C

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item: 6A 25-017
Date of Meeting: August 25, 2025
Subject: EEWWTF Comprehensive Upgrade Project – Professional Services Contract Selection
Presented By: Joel Jones, Project Engineer

RECOMMENDATION

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

ORDERED, the General Manager is authorized to execute a professional services contract with AECOM in the amount of \$900,189 for design phase engineering services for the EEWWTF Comprehensive Upgrade Project; 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 this vote.

BACKGROUND ANALYSIS

In April 2025, the Board approved an Engineering Method Request (Order 25-008) authorizing the Design-Build Method for procuring engineering services for the EEWWTF Comprehensive Upgrade Project. In May 2025, the PWD Project Team issued a Request for Qualifications and received three Statements of Qualifications (SOQs) from qualified Design-Build teams in June 2025. The AMAP and Operations staff selection committee determined that the AECOM/R.H. White team was the most qualified for this major project at the East End Wastewater Treatment Facility (EEWWTF).

Staff has reviewed AECOM's preliminary design proposal and recommends awarding a \$900,189.00 contract for the preliminary design phase. Once the preliminary design is complete, staff will amend the contract to move forward with final design and the development of several Guaranteed Maximum Price (GMP) orders, accomplishing the intent of each capital project as part of an overall program with a budget not to exceed the previously approved \$20,100,000.

FISCAL REVIEW / FUNDING

The project was submitted for consideration for the CWSRF project list for funding through Maine Municipal Bond Bank, but did not receive additional funding. The anticipated annual operating fund impact for the entirety of the \$20,100,000 design-build project is estimated to be \$1,698,000. The multi-year forecast provided to the City included the financing cost related to this project.

LEGAL REVIEW

Corporation Counsel has reviewed the proposed order as to form.

CONCLUSION(S)

Staff recommends awarding the contract for design phase engineering services for the EEWWTF Comprehensive Upgrade Project to AECOM. The committee voted 2-0 to forward the item to the full board for their consideration.

ATTACHMENT(S)

CIP Projects Table
Project Narratives

SUPPORTING INFORMATION

The CIP projects that will be delivered by this design-build team are shown in Table 1 below.

CIP Project	Total Est. Project Cost	Project Description
2023-Subprogram 21/Project 3204	\$500,000	Dewatering System Upgrade
2024-Subprogram 21/Project 3204	\$11,000,000	
2025-Subprogram 21/Project 3204	\$2,500,000	
2024-Subprogram 21/Project 3148	\$3,000,000	Return Sludge Piping Replacement
2024-Subprogram 21/Project 3150	\$100,000	HVAC Upgrades – Tunnel and Pump Area
2025-Subprogram 21/Project 3150	\$1,750,000	HVAC Upgrades – Process Area, Tunnel and Pump Gallery
2024-Subprogram 21/Project 3151	\$1,250,000	Influent Screen #2 and Headworks Conveyors
TOTAL	\$20,100,000	

Table 1: EEWTF CIP Projects

Three design-build teams submitted Statements of Qualifications (SOQs) for the EEWTF Comprehensive Upgrades Project:

1. Hazen & Sawyer (Engineer) and PC Construction (Contractor)
2. AECOM (Engineer) and RH White (Contractor)
3. Stantec (Engineer) and MWH (Contractor)

The PWD selection committee reviewed the SOQs and interviewed all three design-build teams. Each firm was ranked on a numeric scale using five different categories, with 1 being the first choice, 2 being the second choice, and so on. The lower the score, the better the choice. The selection criteria and their weighting percentages are shown in Table 2 below:

10	Company Financial Standing
15	Project Cost Estimating, Tracking, and Transparency
30	Project Technical Approach and Understanding
15	Team Organization
30	Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity

Table 2: Selection Criteria and Weighting Percentages

Each selection committee member ranked each of the three design-build teams separately, and all rankings were tallied up and averaged in a final selection matrix. The final scores are shown in Table 3 below:

Final Score		
Proposers:	Score:	Rank:
AECOM/RH White	1.51	1
Stantec/MWH	2.26	3
Hazen/PC Construction	2.23	2

Table 3: Final Selection Matrix

With the lowest score representing the better choice, the result of the final selection matrix showed that the design-build team consisting of AECOM and RH White was the clear winner.

The specific treatment processes and equipment at the East End Wastewater Treatment Facility (EEWWTF) have reached the end of their expected useful life and now require upgrades. Upgrading this infrastructure before it fails catastrophically will be far more cost-effective and reduce the burden on the facility's Operations and Maintenance staff. Over the past several years, maintenance costs for the existing dewatering equipment have steadily increased, along with the labor hours required to keep the equipment operational. Installing upgraded equipment will reduce maintenance costs and labor demands, while improving the solids content of dewatered sludge. This improvement will decrease the volume and mass of sludge produced, ultimately lowering sludge disposal costs.

Delaying the replacement of the Return Activated Sludge (RAS) piping in the tunnel increases the risk of structural failure in this aging, 1970s-era infrastructure. If the piping fails, it could cause extensive equipment damage and require hazardous material cleanup, significantly driving up costs. Such a failure would severely disrupt wastewater treatment operations and force the construction of a temporary piping system, which is an expensive, labor-intensive task for both contractors and EEWWTF staff.

The EEWWTF's HVAC system is complex in design and spans from the process building through the tunnel. While some components have been upgraded over the past decade, others operate inconsistently or have been abandoned entirely. Maintaining proper heating, cooling, and ventilation is essential for operator comfort and overall safety.

The headworks conveyance equipment and Influent Screen #2 have also reached the end of their useful life. The remaining functional components demand increasing maintenance to stay operational. As the first stage of the treatment process, this equipment plays a critical role in protecting downstream systems. Replacing it before complete failure occurs will be the most cost-effective strategy.

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item: 6B 25-018
Date of Meeting: August 25, 2025
Subject: Agreement with CMP to Cover Costs for Utility Relocation at Northeast Pump Station for future CMP Substation Site
Presented By: Greg Pellerin, Engineering Services Manager

RECOMMENDATION

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

ORDERED, the General Manager is authorized to execute a cost-sharing agreement in substantial form as attached hereto for preliminary design phase engineering for necessary utility relocation at the District's Northeast Pump Station (NEPS), related to the construction of the CMP substation on District property; and

BE IT FURTHER ORDERED, that the 2025 Capital Improvement Plan is amended to include an additional project, (CMP Substation NEPS Utility Relocation 2025-3336) ("Project"), to cover the District's share of capital expenses, not to exceed \$500,000, related to the aforementioned utility relocation work; and

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, are authorized to take such steps as may be necessary, including executing documents, as may be necessary to accomplish the intent of this vote and complete the utility relocation necessary for the CMP substation project.

BACKGROUND ANALYSIS

Pursuant to the Purchase and Sale Agreement approved March 25, 2019 (Order 19-016), in March of 2019, the District transferred an easement on property adjacent to the NEPS to CMP for purposes of building a substation. The easement required that the substation be constructed within 10 years, or the easement would be transferred back to the District. In December of 2023, the District approved an agreement with CMP to extend the allowable timeframe for the closing of the easement (Order 23-49) until 2033.

The District supports the construction of this substation due to its beneficial impact on community infrastructure and its benefit to the District's facilities, including NEPS and the East End Wastewater Treatment Facility. The substation will significantly increase the reliability of the power supply for these facilities, improving overall operational resiliency and reducing future investments in backup power systems.

CMP has informed PWD that it intends to move forward with the design and construction of said substation.

It is understood by both parties that in order to construct the substation, PWD will need to complete several necessary pre-construction:

- Relocation of the NEPS 36" DI discharge forcemain;

- Relocation of a 24" RCP sewer pipe;
- Installation of a bypass connection structure, and operational bypass in order to tie in a new forcemain; and
- Other necessary project items discovered during the design process.

The project to relocate these utilities will begin with a preliminary design phase this fall (2025). The detailed design and construction of the aforementioned work are expected to take place in 2026-2027.

Project #: If approved by the Board, a project (#3336) will be added to the 2025 CIP.

FISCAL REVIEW / FUNDING

The CMP substation provides a highly reliable power supply with redundant transmission sources, which should eliminate the need for additional future backup power systems in all but the most critical processes. Tying the District's power distribution system into this resilient supply will prevent the need for millions of dollars of future investments in backup power for EEWTF and NEPS.

The comprehensive cost for the design and construction of the utility relocation is estimated at \$3,500,000. Under the proposed Cost Sharing Agreement, the District's and CMP's share will be up to \$500,000 and \$3,000,000, respectively. The District's share will be withdrawn from Portland's Renewal and Replacement fund. The project is currently in the preliminary engineering phase so actual cost may change. Staff will inform the Board if the actual amount exceeds the current estimated amounts.

LEGAL REVIEW

Corporation Counsel has reviewed the proposed order as to form.

CONCLUSION(S)

Staff recommends that PWD proceed with the MOA and the subsequent utility relocation efforts as described above. The committee voted unanimously to advance the motion to the full board.

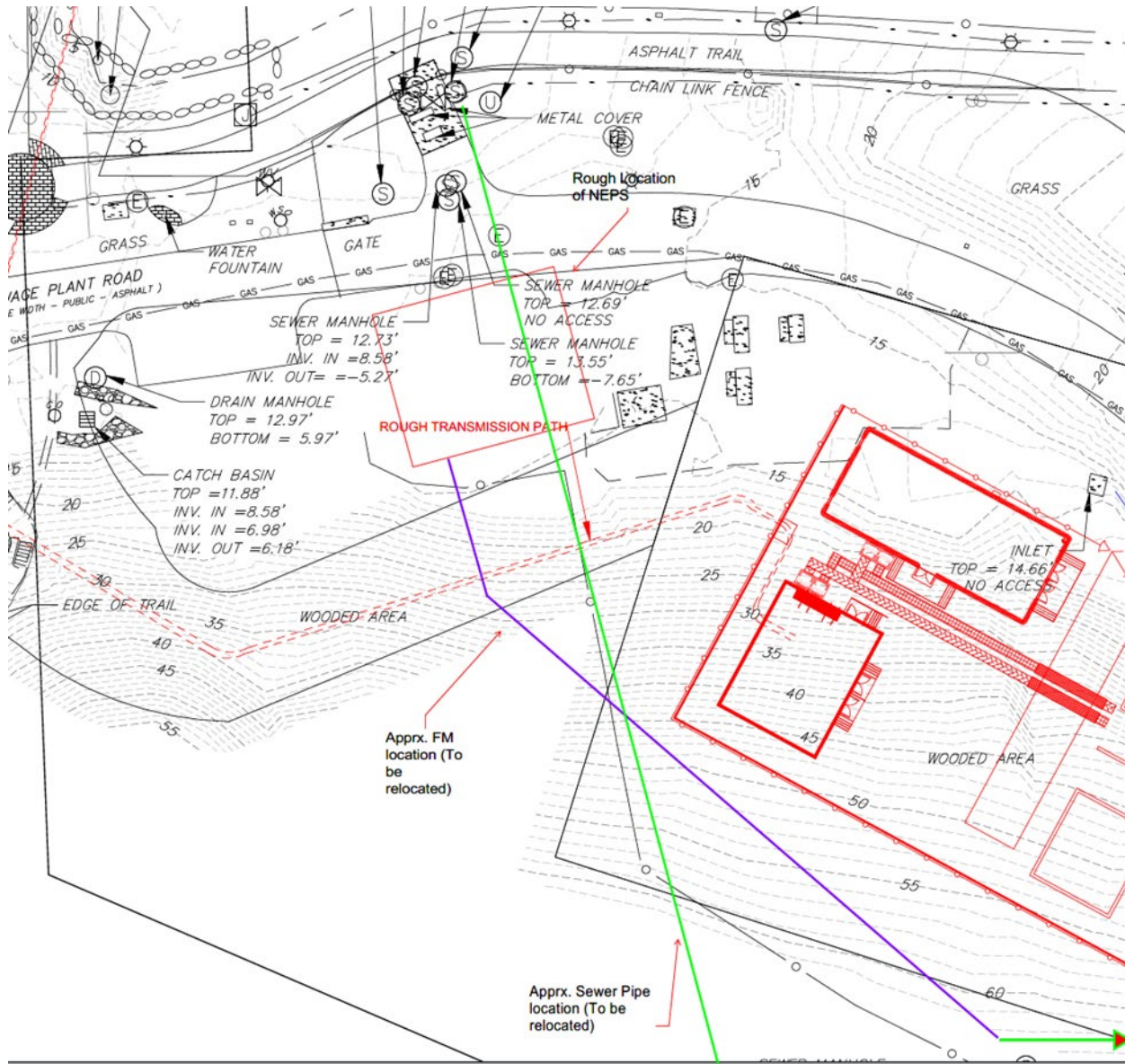
ATTACHMENT(S)

SUPPORTING INFORMATION

DRAFT AGREEMENT

SUPPORTING INFORMATION

The image below is a markup from the rough sketch plan provided by CMP, including the site layout of the substation to be constructed. The approximate location of the two primary utilities to be relocated are shown in the image: 36" DI Forcemain (purple), and 24" RCP Sewer (green).



**MEMORANDUM OF AGREEMENT
BETWEEN THE
PORTLAND WATER DISTRICT
AND
CENTRAL MAINE POWER COMPANY
RE: COST SHARING FOR BAYSIDE SUBSTATION PWD UTILITY RELOCATION
WORK**

This Memorandum of Agreement (the “Agreement”) is made **this ____ day** of August, 2025, by and between the Portland Water District, a quasi-municipal corporation located at Portland, Maine, (the “District”); and the Central Maine Power Company, (hereinafter "CMP").

WHEREAS, CMP is planning for the construction of a new substation, the ‘Bayside Substation’ in the vicinity of the District’s Northeast Pump Station located at 497 Marginal Way in Portland, Maine (the “Project”) and

WHEREAS, The construction of the Project will necessitate the creation of a temporary operational bypass of the Northeast Pump Station and the relocation of the Northeast Pump Station’s discharge forcemain and a storm drain that runs through the site (the “Utility Relocation”); and

WHEREAS, CMP proposes to cover design and construction costs for the PWD Utility Relocation resulting from the Project;

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

1. CMP agrees to undertake all of the following actions:
 - a. Pay for Preliminary Design expenses for the Utility Relocation, up to a total amount of \$115,000, which includes the preliminary design proposal from the District’s Engineer, Woodard & Curran (Preliminary Design), as described in Exhibit A, attached hereto and incorporated herein; said sum includes a 10% contingency.
2. The District agrees to undertake all of the following actions:
 - a. Complete the Preliminary Design work within a reasonable timeframe, (approximately 6-months) from the execution of this agreement;
 - b. Obtain Board of Trustee review and approval of this Agreement prior to execution;
 - c. Pay for Utility Relocation Preliminary Design costs up front and invoice CMP on a quarterly basis for expenses.
 - d. Provide a Preliminary Design, (including 30% design and cost information as described in Exhibit B, attached hereto and incorporated herein by reference, for CMP’s review, and a review workshop of the preliminary design.
3. Each party agrees to execute and deliver documents and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Agreement.

4. The District shall invoice CMP for sums due under this Agreement, and CMP shall pay said invoice to the District within 30 days of the issuance of said invoice.
5. 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.
6. 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: Scott Firmin, General Manager
 Portland Water District
 225 Douglass Street
 P.O. Box 3553
 Portland, Maine 04104
 E-mail: sfirmin@pwd.org

To CMP:

7. The waiver by any party of a default or of a breach of any provision of this Agreement by any party shall not operate or be construed to operate as a waiver of any subsequent default or breach.
8. The provisions of this Agreement shall constitute the entire agreement between the parties with respect to the payment of costs for the Preliminary Design for the Utility Relocation required by the Project, and may be modified only by written agreement duly executed by both parties.

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 CMP:

For the District:

PORTLAND WATER DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: Scott Firmin
Title: General Manager

Via Electronic Mail

September 18, 2024



Charlene Poulin
Wastewater Chief Operator-Systems
Portland Water District
225 Douglass Street
PO Box 3553
Portland, ME 04104-3553

Re: Northeast PS Utility Relocation Preliminary Engineering

Dear Charlene:

Woodard & Curran (W&C) is pleased to provide Portland Water District (PWD) with this letter proposal for your consideration, for preliminary engineering services to support PWD during Central Maine Power (CMP) planning phases for their proposed Substation near the Northeast Pump Station.

PROJECT BACKGROUND

We previously worked with PWD beginning in 2019 on the East End Wastewater Treatment Facility (EEWWTF) electrical distribution system upgrades, including evaluation of the Northeast Pump Station (NEPS) electrical distribution equipment. At that time, we determined electrical infrastructure at NEPS was operating beyond its useful life and we're currently working under separate Task Order on the upgrade of NEPS, including a new generator for backup power. During those earlier discussions, we supported PWD during conversations with CMP to improve reliability and redundancy at the EEWWTF, which resulted in agreement that a new substation was needed and would be located near the NEPS.

We understand from communications with CMP, their intent is to secure substation construction funding by the end of 2025, which would enable CMP to complete design in 2026 and construction starting in 2027, bringing the substation online (in service) in 2033. We further understand that CMP does have funds to initiate design and fieldwork associated with work related to the substation including survey, geotechnical engineering, environmental engineering, etc. The intent of this preliminary engineering effort is to position PWD to complete construction of the relocation of any/all PWD owned utility infrastructure that will be impacted by the substation on the NEPS site, before 2027 to allow for CMP work to proceed unencumbered.

SCOPE OF SERVICES

We propose the following scope of services to support PWD.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

W&C will communicate with PWD, CMP, City of Portland, other private utilities (natural gas, telecom), and Maine Department of Transportation (MaineDOT) for the duration of the project



with the intent to keep all parties informed and coordinated. We anticipate meetings will be held virtually (by videoconference) or in-person as appropriate given meeting content; in-person meetings will be held at W&C's Portland office or the PWD office. For each meeting, we will prepare and distribute Meeting Agendas prior to each meeting, document and issue Meeting Minutes in DRAFT form for review, and upon receipt of any feedback issue final Meeting Minutes for the project record. We anticipate meetings will occur at a frequency averaging a single two-hour meeting each month. With Meeting Minutes, W&C will maintain a list of action items using a Rolling Action Item List (RAIL) and a list of important project decisions using a Project Decision Log.

Based upon information provided by CMP and updated throughout this preliminary engineering effort, we will prepare and maintain a Project Schedule with the intent to avoid impacts to CMP's anticipated substation construction schedule.

TASK 2 – PERMITTING

W&C will coordinate with City of Portland Planning Office, Maine Department of Environmental Protection (MaineDEP) and MaineDOT to assess and refine our understanding of anticipated permits required to complete the utility relocation project. W&C will provide a Permitting Approach as part of Preliminary Design Report, described under Task 4 herein; this Approach will identify all anticipated permits required to complete the utility relocation with associated timelines for application development, submission and review.

TASK 3 – PROJECT COST ESTIMATES

W&C will complete a project cost estimate inclusive of future permitting, design, bidding, construction phase services, and construction costs for the utility relocation project. W&C will provide the project cost estimate as part of the Preliminary Design Report, described under Task 4 herein. Construction cost estimating will be completed using unit costs with assembly level line items based on an AACE Class 3 Estimate which includes an accuracy between -15% and +20%. We anticipate this project cost estimate will serve as a budgetary planning level estimate for PWD.

TASK 4 – PRELIMINARY DESIGN

W&C will compile available existing conditions surveys and subcontract for the completion of a comprehensive existing conditions survey for the utility relocation project, including boundary/property information, topographic data, planimetric features, above and below-grade utility infrastructure.

W&C will develop an environmental and geotechnical engineering program for the utility relocation to be included in the Preliminary Design report (PDR). This will include a soil sampling plan for the geotechnical investigation as well as identification of the location and depth of the geotechnical borings; analysis required by the Geotechnical engineer will be included. We understand the intent of the program is not for PWD to implement but will be implemented by CMP during its planning work associated with the substation and anticipated retaining wall.

W&C will prepare a preliminary Maintenance of Operations Plan (MOP) to be included in the PDR, documenting anticipated utility coordination and tie-in to existing services and facilities



associated with the utility relocation project. The MOP will address PWD activities and anticipated impacted processes during construction including site, process, control systems, electrical, structural/architectural and mechanical/HVAC.

W&C will complete Preliminary Design (30%) of the utility relocation project and prepare a Preliminary Design Report (PDR). The PDR will summarize design alternatives considered including recommendations, 30% design level plans, design basis calculations, preliminary MOP, permitting approach, environmental sampling and geotechnical program, and cost estimate. W&C will submit a DRAFT PDR electronically, in WORD and PDF format for PWD review; we anticipate one (1) meeting to review the DRAFT PDR. We will subsequently incorporate any review comments received and issue a final PDR.

We will maintain a Comment Resolution Log for the PDR and Preliminary Design to document comments provided by PWD and resolutions from W&C to incorporate into the final PDR and future design phases.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of services, schedule, and budget described herein:

1. Wetlands delineation work is not anticipated.
2. Labor and expenses for implementation of the environmental and geotechnical engineering program are not included.
3. Permitting deliverables, final design, bidding, and construction phase services are not included.

SCHEDULE

The estimated timeline for completion of Preliminary Design is 4 months.

FEE

The scope of services will be completed on a lump sum fee basis in the amount of \$104,520. A project cost breakdown is provided as Attachment A.

TERMS AND CONDITIONS

This Scope of Services will be completed in accordance with Agreement between Portland Water District and Woodard & Curran, Inc. for On Call Engineering Services, dated March 4, 2024.



CLOSING

We greatly appreciate this opportunity to offer our engineering services to the Portland Water District. If acceptable, we anticipate PWD will prepare and issue a Task Order for our execution, with this Proposal serving as Exhibit 1 to the Task Order.

Please feel free to call Jennifer at 207.558.3670 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Jennifer Miller".

Jennifer Miller, P.E.
Senior Project Manager

A handwritten signature in blue ink that reads "Barry Sheff".

Barry Sheff, P.E.
Vice President

JLM

PN: 0235383.02

Attachments

ATTACHMENT A - Project Cost Breakdown
Proposal for Engineering Design Services - Northeast Pump Station Utility Relocation
September 18, 2024

	Principal In Charge	Project Manager	Technical Manager/ Design Manager	Project Engineer	Staff Engineer	Designer	Project Assistant	Expenses (including 10% Markup)	Total Cost per Task
Task Name/Hourly Rate	\$ 265	\$ 250	\$ 240	\$ 210	\$ 190	\$ 195	\$ 130		
1 Project Management & Coordination	6	36	24	32	0	0	4		\$ 23,590
2 Permitting	0	0	10	0	6	0	0		\$ 3,540
3 Project Cost Estimates	0	0	2	8	16	0	0		\$ 5,200
4 Preliminary Design	4	8	42	112	38	72	4	13750	\$ 72,190
Total Hours/Expenses	10	44	78	152	60	72	8	\$ 13,750	
Total Project Costs	\$ 2,650	\$ 11,000	\$ 18,720	\$ 31,920	\$ 11,400	\$ 14,040	\$ 1,040	\$ 13,750	\$ 104,520

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item: 6C 25-019
Date of Meeting: August 25, 2025
Subject: Memorandum of Understanding (MOU) with Town of Standish (Town): Long-term lease to the fishing pier, establishment of a lake protection buffer, and a 50 ft x 50 ft parking lot/plow turnaround on Maple Street
Presented By: Chad Thompson, Source Protection Coordinator

RECOMMENDATION

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

ORDERED, the General Manager is authorized to execute a Memorandum of Understanding in substantial form as attached hereto, with the Town of Standish, related to the revegetation of an area known as Maple Street and the use of a portion of the District's Maple Street Property and waterfront land for a fishing pier by the Town of Standish.

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

Since 1945, the District has leased the waterfront at the end of Maple Street to the Town of Standish for a fishing pier. The existing lease is an annual lease that automatically renews every year. The District owns the land both under and adjacent to Maple Street. The Town owns the right-of-way of Maple Street to its termination with Sebago Lake. The Town desires a long-term lease to the fishing pier property to finance and construct a replacement fishing pier, which they plan to do in the future.

The District would like to remove the existing pavement from the lakeside of the railroad tracks to the lakefront and install a native vegetative buffer for long-term lake protection. This would be done in coordination with the town and possibly in conjunction with the town's work on the dock. The attached MOU allows the project to achieve both goals and outlines the terms that are agreeable with Town staff. The terms of the MOU have not yet been formally considered by the town council.

In exchange for the release of the road right-of-way by the Town, the District will lease the land on which Maple Street and the fishing pier currently exist, and an approximately 50 ft x 50 ft section of land upland of the railroad tracks for the Town to construct a plow turnaround and parking lot. The cost of designing the lake protection buffer with a winding path and the parking lot will be shared 50/50 with the Town. The cost of constructing the lake protection buffer with a winding path will also be shared 50/50. The construction of the parking lot shall be the responsibility of the town. Upon ratification of the MOU by both parties, District staff will work with town staff to determine the best timing and route forward to achieve the goals of the MOU.

Once construction is completed and the lease is in place, the Town will be responsible for managing the entire area delineated in Exhibit A, namely, the lake protection buffer with winding path and the parking lot/turnaround.

REVIEW / FUNDING

The total cost of all aspects of the project outlined in the MOU shall not exceed \$150,000. It is anticipated that once the lease is negotiated, the Town shall pay to the District the sum of \$1.00 per year as a lease payment.

LEGAL REVIEW

Corporation Counsel will prepare the agreements contemplated by this Agreement.

CONCLUSION(S)

Staff recommends entering into a memorandum of understanding; a subsequent lease agreement with the Town of Standish based on the terms outlined in the Memorandum of Understanding will be brought to the Board at a later date. The committee voted unanimously to bring the proposal to the full board for approval.

ATTACHMENT(S)

Draft MOU Town of Standish, Maple St ROW
MOU Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TOWN OF STANDISH, MAINE
AND THE
PORTLAND WATER DISTRICT**

This Memorandum of Understanding (the “MOU”) is made this ____ day of _____, 2025, by and BETWEEN the Portland Water District, a quasi-municipal corporation located at Portland, Maine (“District”); the Town of Standish, a municipal corporation located at Standish, Maine (the “Town”).

WHEREAS, the District is the owner of certain land located on Maple Street in Standish (“Property”); and

WHEREAS, the Town appears to have a right of way known as Maple Street which is located on the Property; and

WHEREAS, the Town desires long term access to the waterfront of Sebago Lake for the existing and future enhancement of a fishing pier and sitting area which access would cross the Property; and

WHEREAS, the District is amenable to allowing access on the Property for purposes of the Town’s continued use of the waterfront in the manner described herein; and

WHEREAS, the District desires removal of existing impervious surface on the Town’s right of way and the installation of a native stormwater treatment buffer for lake protection

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

I. The District shall:

- A. Be responsible for all costs and contracts associated with removal of the existing road pavement on the right of way on the lake-side of the railroad tracks, and stabilization of the disturbed area for a term of up to 5 years or until development of the native stormwater buffer and winding path is complete.
- B. Be responsible for 50% of the initial costs associated with the design and construction of the native plant buffer, winding path to the fishing pier, 50’x50’ parking lot, and access improvements such as boulders and/or fencing. Total design and construction costs shall not exceed \$150,000 (\$75,000 each).
- C. Provide a twenty-five (25) year lease to the Town of a parcel of land identified as the most northerly section of Maple Street between its termination at Sebago Lake and the railroad tracks on a portion of Tax Map 14, lot 39 as defined on the plan attached hereto as Exhibit A and incorporated herein by reference (“Premises”). The Lease shall allow the Town to use the Property for access to the waterfront via a winding path to the fishing pier, the design of which must be approved by the District.

- D. As part of the same lease, provide a twenty-five (25) year lease to the Town of a parcel of land identified as a 50'x50' section of Tax Map 41 Lot 29 for use as a plow turnaround and parking lot.
- E. Allow the Town to renew the lease(s) for an additional twenty-five (25) year term on essentially the same terms and conditions providing that the Town is not in default thereof, or the Lease has not been otherwise terminated as described herein.
- F. Allow the Town at its expense to construct a 50'x50' plow turnaround and parking area on the Property in accordance with the design plan approved by the District. The District recognizes that the Town has no direct financial obligation apart from the design, development, building, permitting, operation and maintenance of improvements necessary to facilitate its use of the Property except as specifically referenced hereunder.
- G. If the District terminates the lease for any reason during the first 25-year lease term, the District will compensate the Town for 50% of the total site development costs (design and construction on the site) prorated on the remaining years in the lease. Subsequent renewals may be terminated without reimbursement.
- H. The District shall allow the Town at its expense to replace, maintain, rebuild, and/or enhance the fishing pier within the existing limitations of space depicted on the referenced plan, and in accordance with all state municipal, and federal guidelines for such structures.

II. The Town shall:

- A. Take any and all appropriate legal action necessary to release the public right of way and/or road rights for the section of Maple Street included in the lease, as shown on Exhibit A, attached hereto and incorporated herein by reference.
- B. The Town shall work with the District in developing a design plan for the native stormwater treatment buffer and winding path to the lake, the design and layout of the parking area, access into the Property, and a Lease that satisfies both the Town and the District while also satisfying any applicable federal, State, and local requirements and ordinances.
- C. The Town shall obtain all permits and notify all abutters prior to construction and improvement of the Property.
- D. The Town will be responsible for 50% of the initial costs associated with the design and construction of the native plant buffer, winding path to the fishing pier, 50'x50' parking lot, and access improvements such as boulders and/or fencing. Total design and construction costs shall not exceed \$150,000 (\$75,000 each).
- E. Once construction of the facility is complete and the Lease is in effect, the town shall assume 100% of the maintenance and operation responsibilities and costs of its facilities located on the Property. A maintenance plan shall be developed for maintenance of the stormwater treatment buffer and the winding path to ensure its integrity for lake protection purposes.
- F. The Town shall be responsible for placing and maintaining proper signage and gates, as needed, and monitoring the public activity at the leased facility.

- III. Financial: The Town shall pay to the District the sum of \$1 per year as a lease payment for its lease of the Premises.
- IV. Upon acceptance of this MOU by the Town Council and the District Board of Trustees, the parties herein shall negotiate, execute and be bound by a formal Lease implementing the terms herein. The Town shall have use of the Property at such time and under such conditions as shall be defined in the Lease.

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

For the Town:

For the District:

TOWN OF STANDISH

PORTLAND WATER DISTRICT

By: _____
Name: Tashia Pinkham
Title: Town Manager

By: _____
Name: Scott Firmin
Title: General Manager



Exhibit A

Maple St, Standish

PORTLAND WATER DISTRICT
225 Douglass Street
Portland, ME 04104

Town of Standish- Portland Water District Memorandum of Understanding

 Lease Area

Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Prepared by Laurel Jackson June 5, 2025