



## **WORKSHOP MEETING BOARD OF TRUSTEES**

225 Douglass Street, Portland, Maine  
Jeff P. Nixon Training Center  
6:30 p.m. on Monday, July 14, 2025

<https://us06web.zoom.us/j/85779535702?pwd=w2KFxKimrB9V3AuyBFTsXJubiBPq3k.1>

There will be a Workshop Meeting of the Board of Trustees of the Portland Water District on Monday, July 14, 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:

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

## **AGENDA – WORKSHOP**

### **1. Maple Street Memorandum of Understanding**

Chad Thompson, Source Protection Coordinator, will discuss an effort to partner with the Town of Standish on replacing the lakeside pavement on Maple Street with a lake protection buffer and winding path to the Town fishing pier. He will discuss the draft terms of a potential Memorandum of Understanding that would culminate in a long-term lease of the area to the town.

### **2. Discussion of Request from the City of Portland for Placement of Public Art on PWD Property**

Michelle Clements, Director of Communications and Public Relations, and Donna Katsiaticas, Corporation Counsel, will present a request from the City of Portland for the placement of a statue on PWD property at the India Street pump station. (memo attached)

### **3. Other Business**

### **4. Adjourn**

**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, 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 a 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 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, 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

## **BOARD OF TRUSTEES / AGENDA ITEM SUMMARY**

Agenda Item: 2  
Date of Meeting: July 14, 2025  
Subject: Public Art Installation at India Street Pump Station  
Presented By: Michelle Clements, Director of Communications & Public Relations, and  
Donna Katsiaficas, Corporation Council

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### **RECOMMENDATION**

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

ORDERED, The General Manager is authorized to execute an Easement and Maintenance Agreement with the City of Portland for the placement of public art on the PWD's property located on India Street in Portland:

BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, may take any actions necessary to effect the intent of this vote.

### **BACKGROUND ANALYSIS**

The City of Portland approached the Portland Water District to participate as a neighborhood stakeholder and host property in its Public Art Program. Specifically, an Italian Heritage Committee is seeking to place a monument on PWD property at the India Street Pump Station, the original location of the Grand Trunk Railroad Station—a historic arrival point for many Italian immigrants who helped shape Portland's "Little Italy" neighborhood.

### **Proposal Details:**

- The proposed installation is a recessed barre granite sculpture, approximately 10 feet tall, 8 feet wide, and 14 inches deep, depicting an Italian immigrant family.
- The piece would be created by Giuliano Cecchinelli, a master sculptor and the last living Italian immigrant stone carver in the U.S., working with his son, the 21st generation of Cecchinelli sculptors.
- The Portland Public Art Committee voted unanimously (9-0) on April 30, 2025, to recommend the City Council accept the gift and include the sculpture in its official Public Art Collection. The City Council is voting on acceptance of the piece on July 14, 2025.
- PWD wastewater staff reviewed the proposed site and selected a location that would not interfere with upcoming or future operational needs.
- If approved, the City of Portland would retain ownership and be responsible for all maintenance and subsequent expenses. The only formal requirement from PWD would be the granting of an easement for the placement of the artwork.

### **Purpose and Community Significance:**

The monument seeks to honor the legacy of Italian immigrants who arrived in Portland at the turn of the 20th century. Many worked in the industries that built and modernized the city—including the installation of water and sewer infrastructure. The project also aligns with the 100th anniversary of St. Peter's Italian Bazaar in 2025, a historic event in the Italian-American community.

**Why PWD Should Support:**

PWD recognizes the importance of supporting municipal partners and neighborhood organizations in efforts that strengthen communities and enhance public spaces. Hosting this monument honors the contributions of those who helped build Portland's infrastructure and demonstrates PWD's commitment to being a collaborative, civic-minded partner. PWD joins a broader effort to make public spaces more meaningful and reflective of our shared history by participating in the City's Public Art Program.

**Next Steps:**

The Portland City Council will vote on accepting the sculpture into its public art program on July 14, 2025.

**FISCAL REVIEW / FUNDING**

There is 0 fiscal impact as maintenance costs will be borne by the City.

**LEGAL REVIEW**

Corporation Counsel is working with the City attorney to draft the needed access and maintenance easement.

**CONCLUSION(S)**

The Planning Committee reviewed the concept and had no objections to bringing it forward to the Board once easement details were developed.

**ATTACHMENT(S)**

Attachment A      Public Art Easement and Maintenance Agreement with Exhibits

## PUBLIC ART INSTALLATION EASEMENT AND MAINTENANCE AGREEMENT

THIS PUBLIC ART INSTALLATION EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **Portland Water District** a quasi-municipal corporation organized and existing under the laws of the State of Maine with a mailing address of 225 Douglas Street, Portland, Maine 04102 (“Grantor”) and the **City of Portland**, a Maine municipal corporation with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City” or “Grantee”) hereinafter, collectively, the “Parties”).

### RECITALS

**WHEREAS**, on April 30, 2025, the Portland Public Art Committee reviewed and voted 9-0 to recommend to the City Council to accept a proposed gift from donors Judith Kendrick and Jim DiBiase (“Donors”) of a barre granite monument approximately 10 feet tall, 8 feet wide and 14 inches deep to be curated by Giuliano Cecchinelli of Buttura and Girardi Granite Artisans and (hereinafter “Artwork”) and to add the Artwork into the City’s Public Art Collection;

**WHEREAS**, on July 14, 2025 the City Council voted to accept the donation of the Artwork;

**WHEREAS**, pursuant to a certain deed dated June 7, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3870, Page 101, the Grantor is the owner of certain real property situated in Portland, Cumberland County, Maine, and located on the northeasterly side of India (the “Property”), said real property being more particularly described in said deed; and

**WHEREAS**, Pursuant to Section 20.3.C of the City of Portland’s Land Use Code, the public art collection shall include art objects that are owned by the City and are permanently installed in public, accessible locations with public visibility; and

**WHEREAS**, the City desires to install, maintain, and exhibit the Artwork as a public art display on a specific portion of the Property for the benefit and enjoyment of the public; and

**WHEREAS**, Grantor is willing to grant an easement to the Grantee for the aforementioned purpose, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement.** The Grantor hereby gives, grants, bargains, and conveys unto the City, its successors and assigns, in perpetuity, a nonexclusive easement, for the purposes of installing, maintaining, replacing and exhibiting the Artwork as a public art display, and an easement for members of the public to view the Artwork, in, over and across a certain portion of the Property generally shown on the Site Plan sketch attached hereto as Exhibit A, and more particularly depicted in Exhibit B, attached hereto (the “Easement Area”). The

Easement Area shall be twelve (12) feet wide and eight (8) feet deep, centered on the Artwork. The Artwork shall be placed no closer than ten (10) feet from the northwesterly sideline of the Property's driveway on India Street, and no more than eight (8) feet onto the Property, from the easterly edge of the India Street sidewalk.

2. **Description of Artwork.** A monument approximately 10 feet tall, 8 feet wide and 14 inches deep sculpted with barre granite to be curated by Giuliano Cecchinelli of Buttura and Girardi Granite Artisans as more particularly depicted in Exhibit C attached hereto.
3. **Installation.** The City shall furnish the Grantor with no less than 14 days' prior notice of the intended Artwork installation date. Upon such notice, the Grantor shall permit the installation contractor designated by the City to access the Property and Easement Area for the purpose of the Artwork installation. If the Grantor is unable to accommodate the date proposed by the City, the parties shall endeavor to find a reasonable alternate date close to the original timing. The Donors shall be responsible for all costs and expenses associated with the transportation and installation of the Artwork within the Easement Area. The City shall be responsible for all policy and procedures associated within the public right-of-way and coordinate with Grantor during installation.
4. **Maintenance Repair of Easement Area.** The City, at its sole cost and expense, shall be solely responsible for ongoing maintenance, repair, and conservation of the Artwork, including but not limited to cleaning and any necessary restoration. The City, its agents, contractors, and invitees, shall have the right to enter and exit the Easement Area during normal business hours, and at other times with prior reasonable notice to Grantor (except in cases of emergency, where no prior notice may be required), for the purpose of exercising its rights to repair and maintain the Artwork, including but not limited to the installation, inspection, maintenance, repair, or removal of the Artwork.
5. **Maintenance of Property Adjacent to Artwork:** Grantor shall be responsible for the general maintenance of the Property surrounding the Easement Area, ensuring that the area immediately adjacent to the Artwork is kept clean and free from debris that could impede viewing or maintenance of the Artwork.
6. **No Alteration of Artwork:** Grantor shall not alter, deface, remove, or obstruct the Artwork under any circumstances. In the event that Grantor must temporarily use the Easement Area for its operations, including but not limited to repair or maintenance of infrastructure, the Grantor shall provide the Grantee 60 days' notice and Grantee shall move the Artwork at its expense to accommodate the work unless it is an emergency. In the event of an emergency, Grantor may move the Artwork at its expense in order to accommodate the need for emergency access. The Grantor will make a good faith effort to allow the Artwork to remain on the Property while work under this provision is ongoing. The City may reinstall the Artwork in the Easement Area when work required under this provision is complete.
7. **Restoration:** Upon removal of the Artwork by Grantee, the City shall restore the Easement Area to its prior condition, normal wear and tear excepted, within a reasonable timeframe.

8. **Quiet Enjoyment:** Grantor shall permit the City its agents, contractors, and invitees and members of the public to exercise its rights under this Easement without unreasonable interference.
9. **Property Use:** Grantor reserves the right to use and enjoy the Property, including the Easement Area, for any purpose that does not unreasonably interfere with Grantee's rights under this Easement.
10. **Ownership of the Artwork.** The Artwork is owned by the City and shall continue be part of the City's public art collection for the duration and following termination of this Agreement. This Easement only includes the right to display and maintain and for the public to view the Artwork on the Property as described herein and shall not be deemed to include any ownership interest in the Artwork to the Grantor.
11. **Insurance.** Prior to the execution of this Easement, Grantee will procure and maintain: Occurrence-based General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage; The General Liability Insurance name the Grantor as an additional insured or member on its general liability coverage for coverage for claims for which the Grantor does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Grantor under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Grantor. Policies required herein shall be primary and noncontributory. Prior to execution of this Agreement, Grantee shall furnish the Grantor and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the Grantor of termination of insurance from the insurance provider or agent. The Grantor's acceptance or lack of acceptance of Grantee's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Grantee's obligation to obtain and maintain such insurance as required by this Agreement. The above insurance requirements shall also be required of the contractor that installs the Artwork.
12. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Grantor, its officers, agents and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or are caused by any act or omission of Grantor, its partners or members, agents, invitees, contractors, subcontractors, or employees, which claims arise out of or result from the activities hereunder, said claims to include, without being limited to, claims for personal injury, death, or property damage, including injury or damage to Grantor employees or property; and claims based upon violation of any environmental law or regulation governing hazardous substances to the extent caused by the negligence of the Grantor, its officers, agents and employees. Such obligation of indemnification shall not be construed to



negate or abridge any other obligation of indemnification running to the Grantor that otherwise exists. City's obligations under this paragraph shall survive termination of this Agreement.

Notwithstanding the foregoing, City's obligation of indemnification hereunder shall be subject to the defenses, immunities, and limitations of liability under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq., other applicable state or federal law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Nothing herein is intended, nor shall it be deemed, to modify, waive or amend any immunity or limitation of liability available to Grantor and City under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq., other applicable state or federal law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Grantor or City.

**13. Termination.**

- a. By the City (without Cause):** The City may terminate this Easement at any time upon 30 days' written notice to Grantor. Upon such termination, Grantee shall remove the Artwork and restore the Easement Area as provided in Section 7 of this Agreement.
- b. By Grantor (for Cause):** Grantor may terminate this Easement upon 90 days' written notice to the City if the City is in material breach of any of its obligations hereunder and fails to cure such breach within the notice period. Upon such termination, the City shall remove the Artwork and restore the Easement Area as provided in Section 7 of this Agreement.
- c. By City (for Cause):** The City may terminate this Easement upon 90 days' written notice to Grantor if Grantor is in material breach of any of its obligations hereunder and fails to cure such breach within the notice period. Upon such termination, the City shall remove the Artwork and restore the Easement Area as provided in Section 7, and the City may pursue other available remedies.

**14. Binding.** This Agreement shall be binding upon the Grantor and the City and their respective successors, tenants and assigns.

**15. Recording.** The City shall record this Agreement in the Cumberland County Registry of Deeds at its sole costs and expense.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

**17. Entire Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

18. **Amendment.** This Agreement may not be amended, modified, or terminated except by a written instrument executed by authorized representatives of both Parties.
19. **Notices.** Any notice required or permitted under this Agreement shall be in writing and sent to the addresses first set forth above, or to such other address as a Party may designate by written notice to the other Party. Notices shall be deemed given upon personal delivery, recognized overnight courier service, or three (3) business days after deposit in the U.S. Mail, certified or registered, return receipt requested.
20. **Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Grantor, **Portland Water District**, has caused this easement to be executed by \_\_\_\_\_, its duly authorized General Manager on this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS

**Portland Water District**

By: Scott Firmin

Its: General Manager

State of Maine  
County of Cumberland, ss.

\_\_\_\_\_, 2025

PERSONALLY APPEARED before me the above-named Scott Firmin in their capacity as General Manager for **Portland Water District** and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of **Portland Water District**.

Before me,

\_\_\_\_\_  
Name:

Notary Public / Attorney at Law

Notary Commission Expires:



WITNESS

**City of Portland**

\_\_\_\_\_

\_\_\_\_\_  
By: Danielle P. West  
Its: City Manager

State of Maine  
County of Cumberland, ss.

\_\_\_\_\_ - 2025

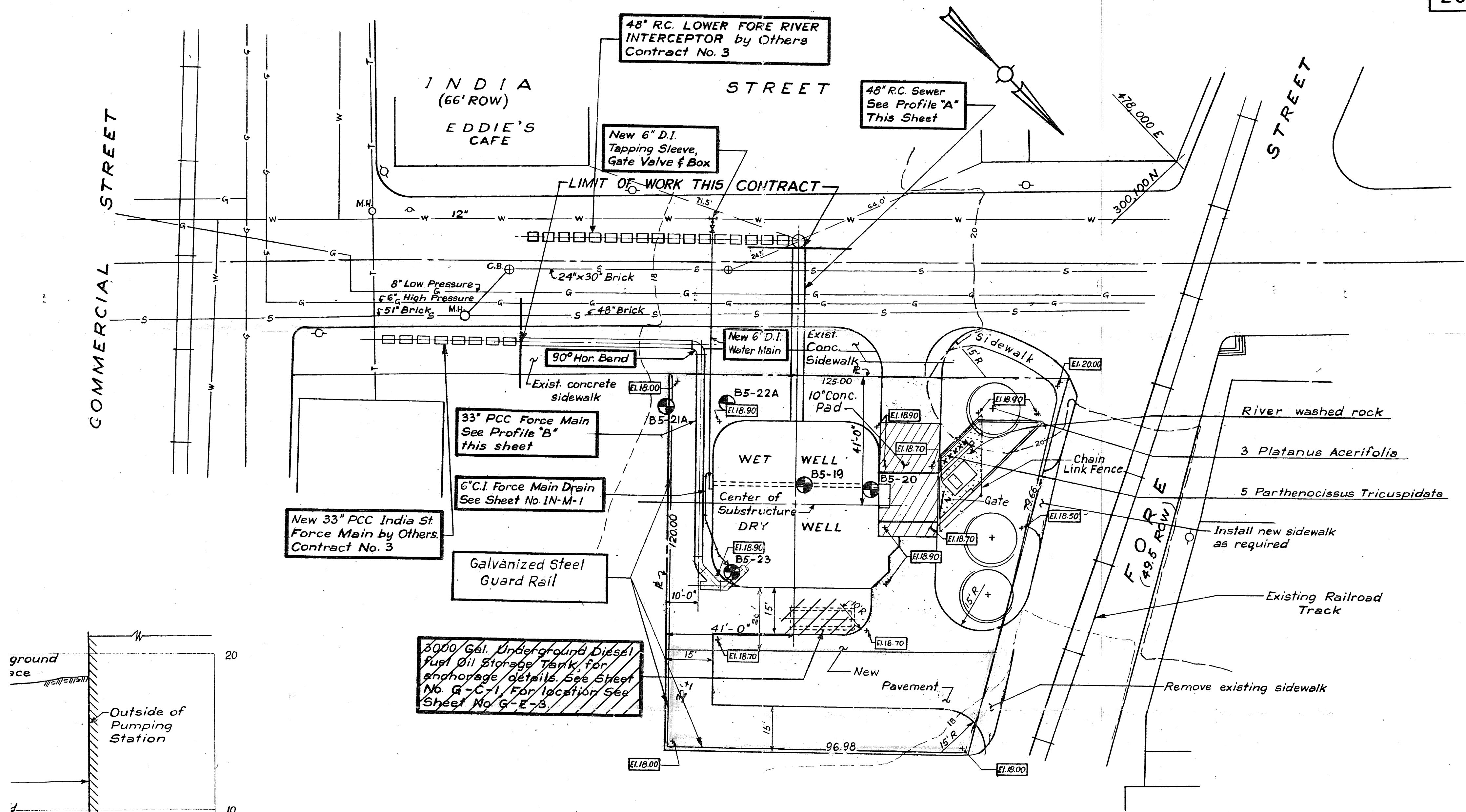
PERSONALLY APPEARED before me the above-named Danielle P. West in her capacity as City Manager for **City of Portland** and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of **City of Portland**.

Before me,

\_\_\_\_\_  
Name:  
Notary Public / Attorney at Law  
Notary Commission Expires:

**Exhibit A**

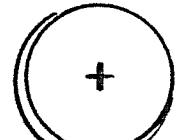
DRAFT



**SITE PLAN**  
Scale: 1" = 20'

ENTIRE PWD PARCEL  
  
PORTION PROPOSED TO BE SOLD

**PLANT SCHEDULE**

SYMBOL	QUANT	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	3	Platanus Acerifolia	London Plane Tree	20' Ht.	Branch above 13' ht. B & B
*****	5	Parthenocissus Tricuspidata	Boston Ivy	3" Pots	

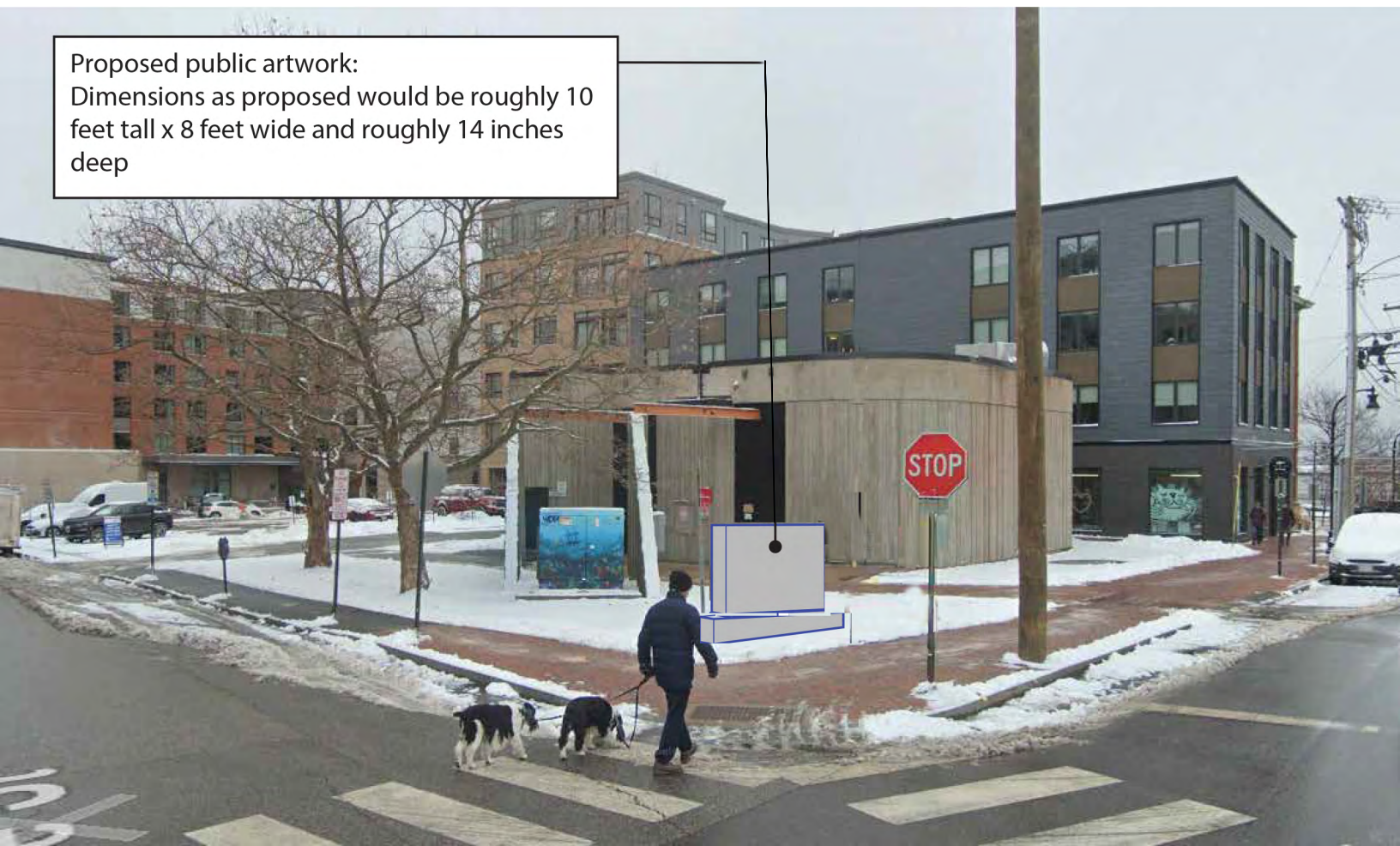
**Exhibit B**

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Proposed site location:  
Adjacent to right-of-way



Proposed public artwork:  
Dimensions as proposed would be roughly 10  
feet tall x 8 feet wide and roughly 14 inches  
deep

**Exhibit C**

DRAFT





# Watson Signs & Monuments

## Copyright 2025



IN ORDER FOR THE DESIGN TO BE PRINTED ON THE STONE, AN APPROVAL IS REQUIRED.

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I, the undersigned, acknowledge that I have reviewed and approved the design, lettering, and layout for accuracy, including spelling, dates, and burial direction. By signing this document, I accept full responsibility for any errors, including misspellings, incorrect dates, or layout issues. I further agree that no additional changes will be made to the design after signing unless expressly agreed upon in writing. I understand and accept that the final product is a natural and handcrafted item, which may include variations within the tolerances of the stone material. I also acknowledge that the image provided is a digital representation of the selected color and may not precisely match the final product.

X

DATE



# Watson Signs & Monuments

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I, the undersigned, acknowledge that I have reviewed and approved the design, lettering, and layout for accuracy, including spelling, dates, and burial direction. By signing this document, I accept full responsibility for any errors, including misspellings, incorrect dates, or layout issues. I further agree that no additional changes will be made to the design after signing unless expressly agreed upon in writing. I understand and accept that the final product is a natural and handcrafted item, which may include variations within the tolerances of the stone material. I also acknowledge that the image provided is a digital representation of the selected color and may not precisely match the final product.

X

DATE





## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Pension Committee/Board of Trustees

FROM: Emanuel Archibald, Director of Human Resources

DATE: July 8, 2025

RE: Pension Committee Meeting – July 14, 2025

A meeting of the Pension Committee of the Portland Water District Board of Trustees is scheduled for Monday, July 14, 2025, in the General Manager's Conference Room at the District office, 225 Douglass Street, Portland, Maine. The meeting is scheduled to start at 5:15 p.m.

### **AGENDA**

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



## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Administration and Finance Committee/Board of Trustees

FROM: David Kane, Executive Director of Administration  
Manny Archibald, Director of Employee Services

DATE: July 8, 2025

RE: **Administration and Finance Committee Meeting – July 14, 2025**

A meeting of the Administration and Finance Committee of the Portland Water District Board of Trustees will be held on Monday, July 14, 2025, at 5:30 p.m., in the Monie Conference Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

1. **Bond Authorization**  
Staff will present motions to authorize bonds to finance projects approved in the capital improvement plan (see attachments).
2. **2026 Budget Update**  
Staff will provide an update on the first draft of the 2026 budget.
3. **Other Business**

## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1A  
Date of Meeting: July 14, 2025  
Subject: Cumberland Wastewater Bonds - \$1,050,000  
Presented By: David Kane, Executive Director of Administration

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### **RECOMMENDATION**

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

RESOLVED, the issuance of up to \$1,050,000 in Cumberland wastewater bonds to finance upgrades to the Powell Road Pump Station and related infrastructure projects 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 2024 Capital Improvement Plan (CIP) includes \$800,000 to upgrade the Powell Road Pump Station (CIP 2024 41-3244). At its December 16, 2024, meeting, the Board increased the budget to \$1,050,000 (Order 24-037).

The 2025 Budget assumed a 20-year bond of \$1,100,000 would be issued for this project.

### **FISCAL REVIEW / FUNDING**

The 2025 Budget includes the debt service impact of the proposed \$1,100,000 bond with an assumed annual interest rate of 4%. This results in an estimated first-year debt service impact to the Town of Cumberland's assessment of \$99,000. By decreasing the bond amount to \$1,050,000, but with a slightly higher assumed interest rate of 4.35%, the resulting estimated first-year debt service impact is slightly reduced to \$98,175.

### **LEGAL REVIEW**

Corporation Counsel has reviewed the proposed Resolution as to form.

### **CONCLUSION(S)**

Staff recommends the attached motion be forwarded to the full Board for its consideration.

### **ATTACHMENT(S)**

A. Full Form of Motion

**PORTLAND WATER DISTRICT  
RESOLUTION OF BOARD OF TRUSTEES  
AUTHORIZING SEWER BONDS IN THE AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED \$1,050,000**

**WHEREAS**, the Portland Water District (the “District”) intends to finance the Costs (as defined herein) of upgrades to the Powell Road pump station and other related sewer system infrastructure upgrades and improvements in the Town of Cumberland (all collectively, the “Project”).

**WHEREAS**, the District desires to finance the Costs of such Project by issuing its sewer bonds in the maximum aggregate amount of \$1,050,000 and to borrow such money through a public offering or through the Maine Municipal Bond Bank’s Clean Water State Revolving Loan Fund program, or its general resolution borrowing program or through another 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, there is hereby authorized and approved the issuance of the District’s sewer bonds (the “Bonds”) and notes in anticipation thereof (the “Notes”) in an aggregate principal amount not to exceed \$1,050,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Project.

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

**THAT:** The Treasurer be and hereby is 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, through a public offering (on a competitive or negotiated basis or a combination thereof) or through the Maine Municipal Bond Bank’s Clean Water State Revolving Loan Fund (“CWSRF”) program or its general resolution (“General Resolution”) borrowing program or to another qualified purchaser of the Bonds or a combination thereof, and such Bonds 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 execution thereof, all as the Treasurer shall determine to be appropriate in his sole discretion.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to establish, determine and approve the date, form, denominations, interest rates, maturity (not to exceed 40 years from the date(s) of issuance), provisions for early redemption, and other details of the Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to do or cause to be done all such acts and things necessary and expedient in connection with the financing of the Project and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver, file, approve, and record all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements,

continuing disclosure agreements, tax compliance agreements, or arbitrage certificates, and all other closing certificates and documents (collectively with any other agreements authorized herein, referred to as the “Bond Documents”), which Bond Documents may be in such form and contain such terms, conditions 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 is hereby authorized, confirmed and approved, as the Treasurer shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** If the Bonds or Notes (or any portion thereof) are issued to the Maine Municipal Bond Bank (the “Bond Bank”) pursuant to the CWSRF program , or its General Resolution program, the Treasurer and either the President or Vice-President of the District be and hereby are authorized, in the name and on behalf of the District, to execute and deliver, under the seal of the District attested by its Clerk, one or more loan agreements between the District and the Bond Bank providing for loans from the Bond Bank to the District in an amount not to exceed the amount of Bonds authorized hereby, said loan agreements to be in the usual and ordinary form utilized by the Bond Bank in connection with the CWSRF program or its General Resolution program, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer and either the President or Vice-President of the District may approve, their approval to be conclusively evidenced by the execution thereof.

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

- To covenant and certify (A) that no part of the proceeds of the issue and sale of such Bonds and Notes, including any use of the Project, shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such 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 take any other action that may be necessary to insure 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 and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, 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 Project; and (5) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

**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 Project in excess of the principal amount of the Bonds or Notes;
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 in connection with the sale 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:** 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 any Bonds hereinabove authorized, created or assumed by the District to provide a water system or otherwise for water system purposes.

**THAT:** If the Treasurer, and either the President or Vice-President of the District or Clerk are for any reason unavailable to approve and execute the Bonds, Notes, or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting basis or otherwise, is authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such person 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 or Notes had not ceased to be such officer or official; and also 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:** During the term any of the Bonds are outstanding, the Treasurer be and hereby is 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 establish, determine and approve the time of the sale, award and settlement of such refunding bonds, and the date, form, denominations, interest rates, maturity(ies) (not to exceed 40 years from the date of issuance of the original Bonds), provisions for early redemption, and, all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, 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, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

**THAT:** Notwithstanding the above provisions of this Order, to the extent 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, or any portion of them, are issued through the CWSRF 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 CWSRF program:

(1) that a Project Account shall be created for the Project, 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.

## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1B  
Date of Meeting: July 14, 2025  
Subject: Cape Elizabeth Wastewater Bonds - \$6,200,000  
Presented By: David Kane, Executive Director of Administration

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### **RECOMMENDATION**

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

RESOLVED, the issuance of up to \$6,200,000 in Cape Elizabeth wastewater bonds to finance upgrades to the aeration and clarifier system at the treatment facility and related infrastructure projects 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 Capital Improvement Plan (CIP) includes \$1,300,000 (in 2025) and \$1,500,000 (in 2026) to upgrade the aeration and clarifier system at the treatment facility (CIP 2025 41-3188). Staff estimates the cost to exceed \$6,200,000 but have not put the project out to bid. Staff requests authority to bond the project costs up to \$6,200,000 but will bond only the amount the Board approves as the project budget.

Staff intends to bond \$1,000,000 in 2025. The bond proceeds will be used to cover project costs through the middle of 2026.

### **FISCAL REVIEW / FUNDING**

The 2025 Budget includes the debt service impact of issuing a \$1,300,000 bond with an assumed interest rate of 4%. This results in an estimated first-year debt service impact to the Town of Cape Elizabeth's assessment of \$117,000. By decreasing the bond amount to \$1,000,000 in 2025, but with a slightly higher assumed interest rate of 4.25%, the resulting estimated debt service impact in the first year is slightly reduced to \$92,500.

The multi-year forecast provided to the Town had assumed a total project cost of \$2,800,000, with an annual bond payment of \$252,000. Assuming the project cost increases to the maximum amount authorized, \$6,200,000, the annual bond payment would be \$573,500 starting in 2027. Staff will update the multi-year forecast to reflect this higher amount.

### **LEGAL REVIEW**

Corporation Counsel has reviewed the proposed Resolution as to form.

### **CONCLUSION(S)**

Staff recommends the motion be forwarded to the full Board for its consideration.

### **ATTACHMENT(S)**

A. Full Form of Motion

**PORTLAND WATER DISTRICT  
RESOLUTION OF BOARD OF TRUSTEES  
AUTHORIZING SEWER BONDS IN THE AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED \$6,200,000**

**WHEREAS**, the Portland Water District (the “District”) intends to finance the Costs (as defined herein) of upgrade to the aeration and clarifiers system at the treatment facility and other related sewer system infrastructure upgrades and improvements in the Town of Cape Elizabeth (all collectively, the “Project”).

**WHEREAS**, the District desires to finance the Costs of such Project by issuing its sewer bonds in the maximum aggregate amount of \$6,200,000 and to borrow such money through a public offering or through the Maine Municipal Bond Bank’s Clean Water State Revolving Loan Fund (“CWSRF”) program, or its general resolution (“General Resolution”) borrowing program or through another 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, there is hereby authorized and approved the issuance of the District’s sewer bonds (the “Bonds”) and notes in anticipation thereof (the “Notes”) in an aggregate principal amount not to exceed \$6,200,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Project.

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

**THAT:** The Treasurer be and hereby is 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, through a public offering (on a competitive or negotiated basis or a combination thereof) or through the CWSRF program or its General Resolution borrowing program or to another qualified purchaser of the Bonds or a combination thereof, and such Bonds 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 execution thereof, all as the Treasurer shall determine to be appropriate in his sole discretion.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to establish, determine and approve the date, form, denominations, interest rates, maturity (not to exceed 40 years from the date(s) of issuance), provisions for early redemption, and other details of the Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to do or cause to be done all such acts and things necessary and expedient in connection with the financing of the Project and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver, file, approve, and record all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements,

continuing disclosure agreements, tax compliance agreements, or arbitrage certificates, and all other closing certificates and documents (collectively with any other agreements authorized herein, referred to as the “Bond Documents”), which Bond Documents may be in such form and contain such terms, conditions 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 is hereby authorized, confirmed and approved, as the Treasurer shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** If the Bonds or Notes (or any portion thereof) are issued to the Maine Municipal Bond Bank (the “Bond Bank”) pursuant to the CWSRF program established under Title 30-A, §§5953-A and 6006-A, or its general borrowing program established under Title 30-A, §5953, the Treasurer and either the President or Vice-President of the District be and hereby are authorized, in the name and on behalf of the District, to execute and deliver, under the seal of the District attested by its Clerk, one or more loan agreements between the District and the Bond Bank providing for loans from the Bond Bank to the District in an amount not to exceed the amount of Bonds authorized hereby, said loan agreements to be in the usual and ordinary form utilized by the Bond Bank in connection with the CWSRF program or its General Resolution borrowing program, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer and either the President or Vice-President of the District may approve, their approval to be conclusively evidenced by the execution thereof.

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

- To covenant and certify (A) that no part of the proceeds of the issue and sale of such Bonds and Notes, including any use of the Project, shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such 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 take any other action that may be necessary to insure 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 and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, 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 Project; and (5) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

**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 Project in excess of the principal amount of the Bonds or Notes;
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 in connection with the sale 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:** 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 any Bonds hereinabove authorized, created or assumed by the District to provide a water system or otherwise for water system purposes.

**THAT:** If the Treasurer, and either the President or Vice-President of the District or Clerk are for any reason unavailable to approve and execute the Bonds, Notes, or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting basis or otherwise, is authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such person 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 or Notes had not ceased to be such officer or official; and also 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:** During the term any of the Bonds are outstanding, the Treasurer be and hereby is 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 establish, determine and approve the time of the sale, award and settlement of such refunding bonds, and the date, form, denominations, interest rates, maturity(ies) (not to exceed 40 years from the date of issuance of the original Bonds), provisions for early redemption, and, all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, 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, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

**THAT:** Notwithstanding the above provisions of this Order, to the extent 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, or any portion of them, are issued through the CWSRF 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 CWSRF program:

(1) that a Project Account shall be created for the Project, 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:**

On November 25, 2024, the District adopted Resolution 24-014, constituting a Declaration of Official Intent (the "Original Declaration") for certain water and waste water project described in such Original Declaration and which included an estimated cost of \$1,300,000 for the Project. The District now desires to supplement the Original Declaration with respect to the Project. To that end, the District declares that may pay certain costs of the Project prior to the issuance of the Bonds and Notes authorized hereby (referred to as "original expenditures"); to that end, the District hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds and Notes, and this Resolution, together with the Original Declaration, shall constitute the District's declaration of official intent of up to \$6,200,000, pursuant to Treasury Regulation §1.150-2.

## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1C  
 Date of Meeting: July 14, 2025  
 Subject: Portland Wastewater Bonds - \$20,100,000  
 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 \$20,100,000 in Portland wastewater bonds to finance upgrades to the dewatering system, return sludge piping replacement, influent screen and headwork conveyors, and the heating, ventilation, and air conditioning system at the treatment facility and related infrastructure projects 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**

At the April 28, 2025, meeting, the Board authorized the procurement of engineering services for the projects listed in the table below. The projects have not been put out to bid, so the actual project costs may change. Staff requests authority to bond the project costs up to \$20,100,000 but will bond only the amount the Board approves as the project budget.

Staff intends to bond \$4,000,000 in 2025. The bond proceeds will be used to cover the project costs through the middle of 2026. Additional bonds will be issued in future years to cover the project costs in excess of \$4,000,000.

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
<b>TOTAL</b>	<b>\$20,100,000</b>	



**FISCAL REVIEW / FUNDING**

The 2025 Budget forecast provided to the City assumed bonds for the projects would be issued each year through 2028. Once all the projects are completed, the annual debt service payment is estimated to be \$854,000.

**LEGAL REVIEW**

Corporation Counsel has reviewed the proposed Resolution as to form.

**CONCLUSION(S)**

Staff recommends the motion be forwarded to the full Board for its consideration.

**ATTACHMENT(S)**

A. Full Form of Motion

**PORTLAND WATER DISTRICT  
RESOLUTION OF BOARD OF TRUSTEES  
AUTHORIZING SEWER BONDS IN THE AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED \$20,100,000**

**WHEREAS**, the Portland Water District (the “District”) intends to finance the Costs (as defined herein) of upgrades to the dewatering system, return sludge piping replacement, influent screen and headwork conveyors and the heating, ventilation and air conditioning system at the East End treatment facility and other related sewer system infrastructure upgrades and improvements in the City of Portland (all collectively, the “Project”).

**WHEREAS**, the District desires to finance the Costs of such Project by issuing its sewer bonds in the maximum aggregate amount of \$20,100,000 and to borrow such money through a public offering or through the Maine Municipal Bond Bank’s Clean Water State Revolving Loan Fund (“CWSRF”) program, or its general resolution (“General Resolution”) borrowing program or through another 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, there is hereby authorized and approved the issuance of the District’s sewer bonds (the “Bonds”) and notes in anticipation thereof (the “Notes”) in an aggregate principal amount not to exceed \$20,100,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Project.
- THAT:** Each Bond or Note shall be signed in the name of and on behalf of the District, by the Treasurer and either the President or Vice-President of the District, and shall be sealed with the seal of the District, attested to by its Clerk.
- THAT:** The Treasurer be and hereby is 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, through a public offering (on a competitive or negotiated basis or a combination thereof) or through the Maine Municipal Bond Bank’s CWSRF program or its General Resolution borrowing program or to another qualified purchaser of the Bonds or a combination thereof, and such Bonds may be issued in serial form or as term bonds, or some combination thereof, issued at one time or from time to time, such establishment, determination and approval to be conclusively evidenced by his execution thereof, all as the Treasurer shall determine to be appropriate in his sole discretion.
- THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to establish, determine and approve the date, form, denominations, interest rates, maturity (not to exceed 40 years from the date(s) of issuance), provisions for early redemption, and other details of the Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by his execution thereof.
- THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to do or cause to be done all such acts and things necessary and expedient in connection with the financing of the Project and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver, file,

approve, and record all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements, continuing disclosure agreements, tax compliance agreements, or arbitrage certificates, and all other closing certificates and documents (collectively with any other agreements authorized herein, referred to as the “Bond Documents”), which Bond Documents may be in such form and contain such terms, conditions 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 is hereby authorized, confirmed and approved, as the Treasurer shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** If the Bonds or Notes (or any portion thereof) are issued to the Maine Municipal Bond Bank (the “Bond Bank”) pursuant to the State’s CWSRF program established under Title 30-A, §§5953-A and 6006-A, or its General Resolution borrowing program established under Title 30-A, §5953, the Treasurer and either the President or Vice-President of the District be and hereby are authorized, in the name and on behalf of the District, to execute and deliver, under the seal of the District attested by its Clerk, one or more loan agreements between the District and the Bond Bank providing for loans from the Bond Bank to the District in an amount not to exceed the amount of Bonds authorized hereby, said loan agreements to be in the usual and ordinary form utilized by the Bond Bank in connection with the CWSRF program or its General Resolution borrowing program, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer and either the President or Vice-President of the District may approve, their approval to be conclusively evidenced by the execution thereof.

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

- To covenant and certify (A) that no part of the proceeds of the issue and sale of such Bonds and Notes, including any use of the Project, shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such 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 take any other action that may be necessary to insure 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 and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, 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 Project; and (5) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

**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 Project in excess of the principal amount of the Bonds or Notes;
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 in connection with the sale 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:** 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 any Bonds hereinabove authorized, created or assumed by the District to provide a water system or otherwise for water system purposes.

**THAT:** If the Treasurer, and either the President or Vice-President of the District or Clerk are for any reason unavailable to approve and execute the Bonds, Notes, or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting basis or otherwise, is authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such person 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 or Notes had not ceased to be such officer or official; and also 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:** During the term any of the Bonds are outstanding, the Treasurer be and hereby is 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 establish, determine and approve the time of the sale, award and settlement of such refunding bonds, and the date, form, denominations, interest rates, maturity(ies) (not to exceed 40 years from the date of issuance of the original Bonds), provisions for early redemption, and, all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, 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, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

**THAT:** Notwithstanding the above provisions of this Order, to the extent 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, or any portion of them, are issued through the CWSRF 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 CWSRF program:

(1) that a Project Account shall be created for the Project, 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.

## **ADMINISTRATION AND FINANCE COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 1D  
Date of Meeting: July 14, 2025  
Subject: Westbrook Wastewater Bonds - \$11,600,000  
Presented By: David Kane, Executive Director of Administration

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### **RECOMMENDATION**

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

RESOLVED, the issuance of up to \$11,600,000 in Westbrook wastewater bonds to finance the construction of a combined sewer overflow conduit and a related infrastructure project 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 Capital Improvement Plan (CIP) includes \$300,000 (in 2025) and \$10,000,000 (in 2026) for the construction of a combined sewer overflow conduit (CIP 2025 29-3310). The project has not been put out to bid, so the final cost may be different. Staff requests authority to bond the project costs up to the updated cost estimate of \$11,600,000 but will bond only the amount the Board approves as the project budget. Preliminary engineering is scheduled to begin this year, with the conduit construction not completed until 2027.

### **FISCAL REVIEW / FUNDING**

The project was granted State Revolving Loan funding (SRF) for up to \$10,000,000. Being eligible for SRF will result in lower interest expense costs, as the interest rate will be 2% less than the market interest rate. The 20-year savings are estimated to be \$2.5 million.

The multi-year forecast provided to the City included the project assuming a market interest rate at a total cost of \$10,300,000. The updated forecast will reflect the lower SRF interest, partially offset by the impact of the higher project budget.

### **LEGAL REVIEW**

Corporation Counsel has reviewed the proposed Resolution as to form.

### **CONCLUSION(S)**

Staff recommends the motion be forwarded to the full Board for its consideration.

### **ATTACHMENT(S)**

A. Full Form of Motion

**PORTLAND WATER DISTRICT  
RESOLUTION OF BOARD OF TRUSTEES  
AUTHORIZING SEWER BONDS IN THE AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED \$11,600,000**

**WHEREAS**, the Portland Water District (the “District”) intends to finance the Costs (as defined herein) of the construction of a combined sewer overflow conduit and other related sewer system infrastructure upgrades and improvements in the City of Westbrook (all collectively, the “Project”).

**WHEREAS**, the District desires to finance the Costs of such Project by issuing its sewer bonds in the maximum aggregate amount of \$11,600,000 and to borrow such money through a public offering or through the Maine Municipal Bond Bank’s Clean Water State Revolving Loan Fund (“CWSRF”) program, or its general resolution (“General Resolution”) borrowing program or through another 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, there is hereby authorized and approved the issuance of the District’s sewer bonds (the “Bonds”) and notes in anticipation thereof (the “Notes”) in an aggregate principal amount not to exceed \$11,600,000, the proceeds of which are appropriated for and shall be used to finance the Costs of the Project.

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

**THAT:** The Treasurer be and hereby is 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, through a public offering (on a competitive or negotiated basis or a combination thereof) or through the CWSRF program or its General Resolution borrowing program or to another qualified purchaser of the Bonds or a combination thereof, and such Bonds 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 execution thereof, all as the Treasurer shall determine to be appropriate in his sole discretion.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to establish, determine and approve the date, form, denominations, interest rates, maturity (not to exceed 40 years from the date(s) of issuance), provisions for early redemption, and other details of the Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** The Treasurer be and hereby is authorized, in the name of and on behalf of the District, to do or cause to be done all such acts and things necessary and expedient in connection with the financing of the Project and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver, file, approve, and record all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements, continuing disclosure agreements, tax compliance agreements, or arbitrage certificates,



and all other closing certificates and documents (collectively with any other agreements authorized herein, referred to as the “Bond Documents”), which Bond Documents may be in such form and contain such terms, conditions 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 is hereby authorized, confirmed and approved, as the Treasurer shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

**THAT:** If the Bonds or Notes (or any portion thereof) are issued to the Maine Municipal Bond Bank (the “Bond Bank”) pursuant to the State’s CWSRF program established under Title 30-A, §§5953-A and 6006-A, or its General Resolution borrowing program established under Title 30-A, §5953, the Treasurer and either the President or Vice-President of the District be and hereby are authorized, in the name and on behalf of the District, to execute and deliver, under the seal of the District attested by its Clerk, one or more loan agreements between the District and the Bond Bank providing for loans from the Bond Bank to the District in an amount not to exceed the amount of Bonds authorized hereby,, said loan agreements to be in the usual and ordinary form utilized by the Bond Bank in connection with the CWSRF program or its General Resolution borrowing program, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer and either the President or Vice-President of the District may approve, their approval to be conclusively evidenced by the execution thereof.

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

- To covenant and certify (A) that no part of the proceeds of the issue and sale of such Bonds and Notes, including any use of the Project, shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such 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 take any other action that may be necessary to insure 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 and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, 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 Project; and (5) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

**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 Project in excess of the principal amount of the Bonds or Notes;
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 in connection with the sale 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:** 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 any Bonds hereinabove authorized, created or assumed by the District to provide a water system or otherwise for water system purposes.

**THAT:** If the Treasurer, and either the President or Vice-President of the District or Clerk are for any reason unavailable to approve and execute the Bonds, Notes, or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting basis or otherwise, is authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such person 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 or Notes had not ceased to be such officer or official; and also 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:** During the term any of the Bonds are outstanding, the Treasurer be and hereby is 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 establish, determine and approve the time of the sale, award and settlement of such refunding bonds, and the date, form, denominations, interest rates, maturity(ies) (not to exceed 40 years from the date of issuance of the original Bonds), provisions for early redemption, and , all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, 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, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

**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, or any portion of them, are issued through the CWSRF 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 CWSRF program:

(1) that a Project Account shall be created for the Project, 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:**

On November 25, 2024, the District adopted Resolution 24-014, constituting a Declaration of Official Intent (the “Original Declaration”) for certain water and waste water project described in such Original Declaration and which included an estimated cost of \$300,000 for the Project. The District now desires to supplement the Original Declaration with respect to the Project. To that end, the District declares that may pay certain costs of the Project prior to the issuance of the Bonds and Notes authorized hereby (referred to as “original expenditures”); to that end, the District hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds and Notes, and this Resolution, together with the Original Declaration, shall constitute the District’s declaration of official intent of up to \$11,600,000, pursuant to Treasury Regulation §1.150-2.



## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Operations Committee/Board of Trustees

FROM: James Wallace, Director of Operations - Water

DATE: July 8, 2025

RE: Operations Committee Meeting – July 14, 2025

A meeting of the Operations Committee of the Portland Water District Board of Trustees will be held on Monday, July 14, 2025, at 5:30 p.m., in the Emergency Operations Center (EOC) Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

1. **Water Main Risk Analysis**

Staff will provide an update on efforts to predict Likelihood of Failure, Consequence of Failure, and Business Risk using available asset and location information.

2. **Comprehensive Infrastructure Asset Management Plan and Portland Force Main Asset Condition Assessment**

Staff will provide a recommendation to authorize a contract for engineering services for the development of Linear Asset Condition Assessment Programs for water mains and Portland's wastewater force mains.

3. **Other Business**

Staff will provide updates on Water and Wastewater Treatment Facility operation.

## **OPERATIONS COMMITTEE / AGENDA ITEM SUMMARY**

Agenda Item: 2  
Date of Meeting: July 14, 2025  
Subject: Comprehensive Infrastructure Asset Management Plan and Portland Force Main Asset Condition Assessment: Professional Services Contract – Selection and Engineering Method Approval  
Presented By: Helen Newman, Project Engineer

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### **RECOMMENDATION**

ORDERED, the General Manager is authorized to execute a professional services contract with HDR Engineering, Inc. in the amount of \$697,900.00 for engineering services for the development of a Water Linear Asset Condition Assessment Program as a subcomponent of the CIAMP project CIP 2024 and 2025-3/3071; and

BE IT FURTHER ORDERED, that the General Manager is authorized to execute a professional services contract with HDR Engineering, Inc. in the amount of \$299,100.00 for engineering services for the development of a Wastewater Linear Asset Condition Assessment Program for the Portland Force Main Asset Condition Assessment project (CIP 2024-421/3268); and

BE IT FURTHER ORDERED, that the Phased Method is hereby authorized for the procurement of engineering services for the Comprehensive Infrastructure Asset Management Plan (CIAMP) Project, pursuant to the District's Purchasing Policy; and

BE IT FURTHER ORDERED, that a total Water and Wastewater Linear Asset Condition Assessment Program budget is hereby authorized, not to exceed \$1,000,000.00; 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 to accomplish the intent of the vote.

### **BACKGROUND ANALYSIS**

In 2023, PWD undertook the first phase of an updated asset management-based master planning effort. This initial project involved conducting a risk analysis of the linear water system infrastructure, with a primary focus on distribution mains. As a next step, PWD has identified the creation of a Condition Assessment Program for transmission mains, and wastewater force mains.

PWD issued a Request for Proposals for the development of a Water and Wastewater Linear Asset Condition Program, and staff reviewed and scored four qualifications packages from engineering firms that provided proposed methods for achieving the project goals. Based on the outcome of the review and ranking, HDR Engineering, Inc., received the highest overall score. Staff therefore recommends award to HDR Engineering, Inc. for an amount of \$997,000, and total project budget not to exceed \$1,000,000.

As approved by Board Order 23-034 on October 23<sup>rd</sup>, 2023 the phased method for procuring engineering services was approved for the CIAMP subcomponents, meaning that it was anticipated that professional services would be procured from firms who are uniquely qualified to complete the individual subcomponent project scope(s). Staff is recommending a continuation to the phased method for procuring engineering services for this project.

**Project #:** (1) 2024/2025-Subprogram 3/ Project 3071 and (2) 2024 – Subprogram 421/Project 3268

## FISCAL REVIEW/FUNDING

### Water Master Plan:

If the proposed motion is approved, the water master plan efforts would cost \$1,492,357 of the \$1,600,000 authorized in the capital improvement plans. The efforts would be paid by grants (\$619,000) and withdrawal from the Board-designated Master Plan Fund (\$873,357). The Master Plan fund would have a remaining balance of \$71,191. Board authorized the creation of a Master Plan Reserve Fund on January 27, 2020 (order 20-002).

	CIP	Cost	Funding:	
			Grant	Master Plan Fund
				<b>\$ 944,548</b> Available
2023 CIP 3-3071	\$ 800,000	\$ 794,457	\$(386,500)	\$ (407,957)
2024 CIP 3-3071	\$ 400,000			
2025 CIP 3-3071	\$ 400,000			
	<b>\$ 800,000</b>	<b>\$ 697,900</b>	<b>\$(232,500)</b>	<b>\$ (465,400)</b>
	<b>\$ 1,600,000</b>	<b>\$ 1,492,357</b>	<b>\$(619,000)</b>	<b>\$ (873,357)</b>
				<b>\$ 71,191</b> Remaining Balance

### Wastewater Master Plan:

If the proposed motion is approved, the wastewater master plan efforts would cost \$299,100 of the \$600,000 authorized in the capital improvement plans. The efforts will be paid through the 2026 assessments to each wastewater community. The 2025 CIP amount is tentatively planned to be used in a future year to conduct an assessment on the Fore River force main.

	CIP	Cost	Funding:	
			2026 Operating Budget	2026 Fund Breakout
				Cape Elizabeth \$ 11,900
				Cumberland \$ 11,800
				Gorham \$ 18,477
2024 CIP 421-3268	\$ 300,000	<b>\$ 299,100</b>	\$ (299,100)	Portland \$ 194,200
				Westbrook \$ 58,677
2025 CIP 421-3268	\$ 300,000			Windham \$ 4,046
	<b>\$ 600,000</b>	<b>\$ 299,100</b>	<b>\$ (299,100)</b>	<b>Total \$ 299,100</b>

## LEGAL REVIEW

Corporation Counsel has reviewed the proposed order as to form.

**CONCLUSION(S)**

Staff recommends awarding the contract for engineering services for the development of the Water and Wastewater Linear Assets Condition Assessment Program as a subcomponent of the CIAMP and Portland Force Main Asset Condition Assessment projects to HDR Engineering, Inc.

Staff recommends that phased engineering method be utilized to design and implement this project.

**ATTACHMENT(S)**

SUPPORTING INFORMATION



## **SUPPORTING INFORMATION**

In 2003, PWD completed the Comprehensive Water System Strategic Plan (CWSSP), which provided a framework for the future operation of the water system. One key outcome of the CWSSP was the development of an asset management program to address the growing challenges posed by aging infrastructure. PWD then implemented a CMMS which is utilized by the entire organization to track all assets, work activities, service requests, and projects. For the past 20 years, PWD has been evolving its CMMS to effectively manage water and wastewater assets. This means there are varying degrees of data completeness and process formalization, particularly regarding the condition of the assets.

In 2023, PWD undertook the first phase of an updated asset management-based master planning effort. This initial project involved conducting a risk analysis of the linear water system infrastructure, with a primary focus on distribution mains. As a next step, PWD has identified the creation of a Condition Assessment Program for transmission mains and wastewater force mains. PWD strategic goals include providing reliable, sustainable, and high value service to all customers. To meet these goals, PWD must understand and develop strategies to mitigate the failure risk associated with the water transmission system and wastewater force main systems.

PWD aims to develop and adopt a sustainable, ongoing condition assessment program. This project is undertaking the second phase of strategic asset management and master planning at PWD to improve upon our pipeline management practices. The first project completed as part of the updated asset management-based master planning effort was the water main risk analysis which used statistics and break history to predicted the condition of distribution mains 12" and less. However, because the water transmission system and the wastewater force mains do not have significant break history, these pipelines must be physically assessed through technologically advanced inspection methods, as their condition remains unclear. PWD's pipeline management and planning strategy is currently to react whenever there is a failure which is highly disruptive and expensive. A key outcome of this effort is to establish a sustainable and ongoing linear asset condition assessment program by gaining a comprehensive understanding of the risk and remaining useful life of our critical infrastructure. The condition assessment program approach will minimize the likelihood of breaks in large diameter transmission mains and force mains by improving our awareness of asset condition, enabling more effective lifecycle management of these pipelines through strategic investment.

This project includes the following engineering services: (1) conduct a gap analysis of risk methodology (2) assign risk scores to water transmission mains and sewer force mains (3) generate prioritized short and long-term management plans to incorporate within PWD's financial and operational budgets (4) establish the framework for selecting the most appropriate inspection methods and procuring the required services (5) provide pipeline management recommendations after inspections are completed (6) produce a program with policies that are understood by and serve the needs of PWD staff (7) develop a condition viewer that acts as a repository for all condition data. For each of these components, a summary document including background information/initial findings will be issued, a collaboration workshop will be held with the PWD program team to provide feedback on the findings and key decisions will be documented, and a technical memorandum will be produced to summarize the approach for that component. The technical memorandum will ultimately be incorporated into the final Condition Assessment Program Plan documentation.

Four qualified engineering firms responded to the RFQ: HDR, CDM Smith, Hazen, and Kleinfelder. A selection team of five PWD staff including representation from Water and Wastewater Operations and AMaP was assembled to review each firm's proposal.

Selection team members reviewed proposals independently and several review meetings were held. Each selection team member ranked the proposals based on the five non-fee categories identified in the RFQ; Experience/Qualifications (30%), Project Team & Project Management (30%), Project Understanding (20%), References (10%), Overall Proposal Quality (10%). Each proposal was ranked for each category using a 1-5 scale where a #1 ranking represented the proposal that best met the requirements. The rankings for each firm were averages for the entire review team. A total of 100 represents a perfect score.

The firms developed proposals that highlighted their proposed methods of developing a condition assessment program. Based on the outcome of the review and ranking, the HDR Engineering, Inc. team received the best overall score (104).

Key factors that led to recommendation of the HDR Engineering, Inc. team include the following:

- A detailed and customized technical response that directly addressed each PWD objective;
- A highly qualified firm and technical project team that focused on engineering solutions and guiding PWD staff through the program development;
- Demonstrated grasp of the key drivers for project success being a long-term linear asset condition assessment program that meets PWD's specific needs;

The following table summarizes the results of the selection committee's evaluation of each respondent, including a scoring breakdown:

Criteria	HDR	CDM Smith	Hazen	Kleinfelder
<b>1. Experience/Qualifications</b>				
Weight - 30% (Best Score = 30)				
<b>Experience Score</b>	30	66	90	114
<b>2. Project Team &amp; Project Management</b>				
Weight - 30% (Best Score = 30)				
<b>Team Qualifications Score</b>	30	60	102	108
<b>3. Project Understanding</b>				
Weight - 20% (Best Score = 20)				
<b>Approach Score</b>	20	56	44	80
<b>4. References</b>				
Weight - 10% (Best Score = 10)				
<b>References Score</b>	10	22	34	34
<b>5. Overall Proposal Quality</b>				
Weight - 10% (Best Score = 10)				
<b>Proposal Quality Score</b>	14	18	28	40
<b>Total Score</b>	104	222	298	376
<b>Rank</b>	1	2	3	4

Staff recommends award to HDR Engineering, Inc. for an amount of \$997,000 (Water: \$697,900 and Wastewater: \$299,100) for the collaborative development of the Linear Water and Wastewater Assets Condition Assessment Program based on the ranking shown above. The intent is to issue a purchase order for Phase 1 which will allow HDR to collaborate with PWD to complete the tasks associated with developing the outline of the Condition Assessment Program Plan, complete a gap analysis, and fine tune the scope details for Phase 2. In Phase 2, HDR will finalize the program plan, complete the risk analysis for wastewater assets, update the risk analysis for water transmission assets, develop condition assessment business processes, create a pipeline condition viewer, and outline the PWD internal data management approach.

The wastewater portion of the project is proposed to be funded from two sources. The majority of the program development will benefit the largest diameter and highest consequence wastewater force mains which are located in mainland Portland and Westbrook. The goals and outcomes of the condition assessment program project will primarily benefit large diameter pipelines that require proactive, physical condition assessment. Therefore, the majority weighting is associated to the Financial Divisions with pipeline diameter  $\geq 20$ ". 20" was chosen as the cutoff point, because that is the typical minimum diameter required to complete physical, inline pipeline condition assessment.

Therefore \$194,200 of the total HDR budget is proposed to be funded through the 2024 CIP, Subprogram 421, Project 3268, Portland Force Main Asset Condition Assessment Project. The remaining \$104,900 is proposed to be funded through the operating budgets of the remaining financial divisions. The following table summarizes the contribution per financial division. This was translated from financial division to individual community in the financial review summary above.

FORCE - FORCE MAIN	Length (Feet)	Length (Miles)	% FM Length/Financial Division	Weighted Length	% Weighted FM Length/Financial Division	CA Program: Financial Breakdown
<b>WW - CAPE ELIZABETH</b>						
<20" Diameter	42545.6	8.1	24%	85091.2	4%	\$ 11,900.00
<b>WW - CUMBERLAND</b>						\$ -
<20" Diameter	41894.0	7.9	24%	83788	4%	\$ 11,800.00
<b>WW - GORHAM</b>						\$ -
<20" Diameter	30953.8	5.9	18%	61907.5	3%	\$ 8,700.00
<b>WW - NORTH WINDHAM</b>						\$ -
<20" Diameter	2064.8	0.4	1%	4129.57	0%	\$ 600.00
<b>WW - PORTLAND</b>						\$ -
<20" Diameter	8858.8	1.7	5%	17717.6	1%	\$ 2,500.00
$\geq 20$ " Diameter	13943.7	2.6	8%	1366482	64%	\$191,700.00
<b>WW - S.WNDHM/GORHAM JOINT</b>						\$ -
<20" Diameter	12255.2	2.3	7%	24510.4	1%	\$ 3,400.00
<b>WW - WBRK/GRHM/WDHM JOINT</b>						\$ -
$\geq 20$ " Diameter	4588.7	0.9	3%	449693	21%	\$ 63,100.00
<b>WW - WESTBROOK DIRECT</b>						\$ -
<20" Diameter	18674.5	3.5	11%	37349	2%	\$ 5,200.00
<b>WW - WINDHAM</b>						\$ -
<20" Diameter	880.5	0.2	0%	1761	0%	\$ 200.00
	176659.6	33.5	100%	2132429	100%	\$ 299,100.00
<b>Diameter</b>	<b>Weighting</b>					
<20"	2.0					
$\geq 20$ " - see note*	98.0					
<b>Wastewater Allocation: Condition Assessment Program</b>						
WW - PORTLAND MAINLAND	\$ 191,700.00					
ALLOCATION	\$ 107,400.00					
TOTAL	\$ 299,100.00					

\* The goals and outcomes of the condition assessment program project will primarily benefit large diameter pipelines that require proactive, physical condition assessment. Therefore the majority weighting is associated to the Financial Divisions with pipeline diameter  $\geq 20$ ". 20" was chosen as the cutoff point, because that is the typical minimum diameter required to complete physical, inline pipeline condition assessment.



## **MEMORANDUM PORTLAND WATER DISTRICT**

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TO: Planning Committee/Board of Trustees

FROM: Laurel Jackson, Right of Way Agent

DATE: July 8, 2025

RE: Planning Committee Meeting – July 14, 2025

A meeting of the Planning Committee of the Portland Water District Board of Trustees will be held on Monday, July 14, 2025, at 5:30 p.m., in the Nixon Room of the District, 225 Douglass Street, Portland, Maine.

### **AGENDA**

1. **Distribution System Water Quality Report**  
Staff will present on water quality parameters and disinfection byproducts.
2. **Updates**  
YMCA Lease
3. **Other Business**