AGENDA
PORTLAND WATER DISTRICT

225 Douglass Street, Portland, Maine
Jeff P. Nixon Training Center
6:00 p.m. on Monday, August 24, 2026
https://us06web.zoom.us/j/81746841317?pwd=iGMkHDR6Rb0MmtQe26CM0ogArFjY5b.1

1.	Convene Meeting with Pledge of Allegiance and moment of silence.	President Lunt
2.	Roll Call	Clerk
3a.	Acceptance of Minutes of the Regular Meeting of July 27, 2026	President Lunt
3b.	Acceptance of Minutes of the Workshop Meeting of August 10, 2026	President Lunt
3c.	Acceptance of Minutes of the Special Meeting of July 30, 2026	President Lunt
4.	Invitation for Public Comment	President Lunt
5.	Reports:	
	▪ Planning Committee Reports	Trustee Douglas
	▪ Administration & Finance/Operations Committee Reports	Trustee Willett
	▪ General Manager's Report	General Manager
6.	New Business	
	A. Order 26-019 authorizing the General Manager to execute an Easement Modification Agreement.	Planning Committee
7.	Other Business An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas.	President Lunt
8.	Second Invitation for Public Comment	President Lunt
9.	Trustee Comments	President Lunt
10.	Executive Session A motion will be made to go into Executive Session at any time during the meeting to discuss, pursuant to 1 M.R.S. §405(6)(A), personnel evaluation.	President Lunt
11.	Adjournment	President Lunt

David M. Kane
Clerk

Portland Water District

Board of Trustees Regular Meeting

August 24, 2026

New Business

Agenda Item 6A

Portland Water District
From Sebago Lake to Casco Bay

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item:	6A Order 26-019
Date of Meeting:	August 24, 2026
Subject:	Town of Windham- Easement Modification Agreement
Presented By:	Laurel Jackson, Right of Way Agent

RECOMMENDATION

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

> ORDERED, that the General Manager is authorized to execute an Easement Modification Agreement in substantial form as attached hereto related to development on Franklin Drive in Windham; and
>
> BE IT FURTHER ORDERED, that the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote.

BACKGROUND ANALYSIS

The District has a 40-foot-wide easement for a sewer main on property located on Franklin Drive in Windham. The Town of Windham is purchasing the land and constructing a new public safety building on the property. The Town's engineer has designed the building to maximize the space on the property; however, a corner of the building will encroach approximately fifteen feet into the easement. They have requested that the District modify the terms of the existing sewer easement to allow construction of the building as designed. Additionally, the development will include utility line crossings, a paved driveway and walkway, light poles, and signs within the easement.

The District has reviewed the proposed installations, and the staff's opinion is that they will not interfere with the continued operation of the sewer. Wastewater operations have confirmed that there will be sufficient space between the corner of the building and the sewer to maintain and repair the sewer main, if necessary. The draft easement modification agreement is attached.

FISCAL REVIEW / FUNDING

The Town will pay the standard $350 fee for a major modification. The easement was acquired by the Town on behalf of the District and was granted at no cost to the District.

LEGAL REVIEW

The agreement has been reviewed by Corporation Counsel.

CONCLUSION(S)

The Committee recommended forwarding the motion to the full Board for its consideration.

ATTACHMENT(S)

Draft Easement Modification Agreement and Windham Public Safety Building Plan

N

GRID

6" DI FIRE SERVICE
12"X6" TAPPING SLEEVE & GATE VALVE

40' WIDE UTILITY EASEMENT
DEED BK41536/49
PLAN BK225/218

MIN. 1-FT VERTICAL SEPARATION REQUIRED BETWEEN PROPOSED WATER SERVICES AND EXISTING SEWER MAIN. INSTALL TWO LAYERS OF 2" RIGID FOAM INSULATION AT SERVICE CROSSINGS UNDER EX. SEWER MAIN, TYP.

PAVEMENT SAWCUT, TYP.

DMH 5312
RIM=314.64
12" HDPE INV. IN=309.00 @7
18" HDPE INV. IN=305.28 @8
12" HDPE INV. IN=309.01 @10
18" HDPE INV. OUT=305.18 @2
SUMP=304.75

CB 5310
RIM=314.38
12" HDPE CASCO TRAP OUT @1
WATER LEVEL=309.45
SUMP=306.35

CATCH BASIN TO BE RESET

INSTALL CURBSTOP IN PUBLIC R.O.W. 6' OFF PROPERTY LINE
CURBSTOP TO BE INSTALLED IN VALVE BOX TOP SECTION

2" COPPER DOMESTIC WATER
SERVICE,12" X 2" SERVICE SADDLE

SMH-127 (BY OTHERS)
RIM EL. = 313.00
8" INV. IN = 307.24
6" INV. IN = 307.14
8" INV.OUT = 306.92

INSTALL 12"X6" TEE, 6" GATE
VALVE, AND 6" D.I. PIPE TO
HYDRANT ASSEMBLY #2. INSTALL
PIPE RESTRAINTS BETWEEN
HYDRANT ASSEMBLY
CONNECTION AND SERVICE

5' WIDE BITUMINOUS SIDEWALK

EXISTING 12" DI
WATER MAIN

INSTALL HYDRANT ASSEMBLY #1

9' TO SIDEWALK

20' TO HYDRANT

EMERGENCY VEHICLES
ONLY SIGN, TYP OF 2.

18' TO RETAINING WALL

PUMP STATION, SEE DETAIL

SMH-128 (BY OTHERS)
RIM EL. = 314.38
8" INV. IN = 308.52
8" INV.OUT = 307.77

5' DEEP X 6' WIDE
CONCRETE PAD

ADMINISTRATION
BUILDING
73' X 80'

7' TO BOLLARD

WINDHAM PUBLIC SAFETY SIGN

50' FLAGPOLE & FLAG

CONCRETE PAD

ACCESSIBLE RAMP
BY ARCHITECT

BOLLARD LIGHT, TYP.

18' TO BUILDING

10' TO LIGHT POLE

PHASE 2 BUILDING EXPANSION

APPARATUS BAYS
55' X 100'

ADA PARKING
SIGN, TYP.

HEAVY DUTY BITUMINOUS PAVEMENT

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 INCH = 20 FT.

NOT FOR CONSTRUCTION

PROGRESS PRINT

REV.	BY	DATE	STATUS
A	TFG	07/31/26	DRAFT SEWER EASEMENT EXHIBIT ISSUED TO PORTLAND WATER DISTRICT

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AS PROVED BY OTHERS, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO TECHNICS
SEBAGOTECHNICS.COM
75 John Roberts Road, Suite 4A
South Portland, ME 04106
207-200-2100

South Portland, Bridgton, Sanford and Brunswick

EASEMENT EXHIBIT
OF:
NORTH WINDHAM PUBLIC SAFETY
FRANKLIN DRIVE
WINDHAM, MAINE
FOR:
TOWN OF WINDHAM
8 SCHOOL ROAD
WINDHAM, ME 04062

DESIGNED	MRA
DRAWN	RGL
CHECKED	TFG
DATE	07/31/2026
SCALE	1" = 20'
PROJECT	240431-01

SHEET 1 OF 1

240431 EXHIBIT.dwg, TAB:1 OF 1 EASEMENT EXHIBIT

EASEMENT MODIFICATION AGREEMENT

This document is an agreement made on _____, 2026 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine, with a principal place of business at 225 Douglass Street, Portland, Maine 04103 (hereinafter "DISTRICT"), and the **TOWN OF WINDHAM**, a Maine municipal corporation, with a mailing address of 8 School Road, Windham, Maine 04062 (hereinafter the "TOWN"),

Whereas, the TOWN owns a parcel of land in the Town of Windham, County of Cumberland and State of Maine on Franklin Drive which parcel of land was conveyed to the TOWN by a deed from JONLEE WINDHAM LLC dated _____and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ (hereinafter the "TOWN Property"); and

Whereas, the DISTRICT has a forty (40) foot easement (the "DISTRICT EASEMENT") for the purpose of construction, operation and maintenance of a sewer collector main and appurtenant facilities, adjacent to Franklin Drive and across a portion of the TOWN Property, as described in an easement deed dated June 12, 2025 and recorded in the Cumberland County Registry of Deeds in Book 41536, Page 49; and

Whereas, the TOWN desires to install and maintain pavement, signs, bollard, lights, utility line crossings over and through, and to construct a new public safety building within the DISTRICT EASEMENT, all as shown on a set of plans entitled "Easement Exhibit of North Windham Public Safety" dated July 31, 2026 and prepared by Sebago Technics for the Town of Windham (the "PLANS") and on file in the offices of the DISTRICT and TOWN.

Whereas, the DISTRICT and the TOWN agree to modify the limits of the DISTRICT EASEMENT subject to the terms and conditions described hereafter:

Now Therefore, in consideration of the mutual promises contained in this easement modification agreement (the "Agreement"), the parties agree to amend the DISTRICT EASEMENT as follows:

1. The DISTRICT hereby consents to the construction and maintenance of the water service line, sewer service line, signs, bollards, lights and pavement as shown on the PLANS on the land of the TOWN, subject to the terms and conditions in this Agreement.

2. The DISTRICT hereby further consents public safety building being constructed in a portion of the DISTRICT EASEMENT, as shown on the PLAN.

3. The TOWN agrees to construct and maintain the above-described facilities in good and satisfactory operating condition in accordance with the PLANS and in compliance with all Federal, State, and Municipal laws, rules, regulations and ordinances, including without

limitation all laws and regulations regarding hazardous substances; with respect to its activities in the DISTRICT EASEMENT and to conduct its operations in a safe, responsible, reasonable and business-like manner.

4. In the event of any DISTRICT use of the DISTRICT EASEMENT or exercise by the DISTRICT of any rights related to the DISTRICT EASEMENT, the DISTRICT shall have no obligation to the TOWN or to any third party, for any claim, loss, damage, cost or expense whatsoever caused by or arising out of any such use or exercise of rights, including, without limitation, any loss of business or lost profits, or direct, indirect or consequential damages suffered by the TOWN or any such third party, or losses related to personal injury, death or property damage. The TOWN acknowledges and agrees that it places improvements within the DISTRICT EASEMENT at its own risk and that the DISTRICT's easement rights shall at all times remain superior to and unimpaired by any such improvements.

5. Each of the parties agree to notify the other party at least forty-eight (48) hours prior to conducting work within the DISTRICT EASEMENT which would involve excavation or construction, except in an emergency, in which case either party shall notify the other party as soon as practicably possible thereafter.

6. The TOWN shall reimburse, and fully and completely indemnify and hold harmless the DISTRICT from any and all claims, loss, damage, cost, and expense caused by or arising out of any and all construction, maintenance, reconstruction, use, operation or removal of the improvements described in this Agreement, including and not limited to any violation of environmental law or regulation governing hazardous substances, and any and all activities conducted by the TOWN or its successors, agents or assigns on its behalf in the DISTRICT EASEMENT. This indemnity to the DISTRICT shall include, without limitation, any and all costs and expenses of investigating and defending any such claims, including, but not limited to, reasonable attorneys' fees and shall survive the construction of the improvements contemplated by this Agreement and shall survive any termination of this agreement for so long as the TOWN's improvements remain within the DISTRICT EASEMENT.

7. Prior to the execution of this Agreement, and at all times during the installation of the improvements described in this Agreement (the "Improvements") and the use of the DISTRICT EASEMENT thereafter by the TOWN, the TOWN and any of its contractors will procure and maintain:

   - Occurrence based Commercial General Liability Insurance coverage in amounts of not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, death and property damage;
   - Occurrence-based Automobile Liability Insurance coverage in amounts of not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, death and property damage; and
   - Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the DISTRICT, its officers or employees.

- With respect to the Automobile and Commercial General Liability Insurance, the TOWN and its contractors shall name the DISTRICT as an additional insured for coverage only in those areas where government immunity has been expressly waived, including, without limitation, as set forth in 14 M.R.S. § 8104-A, as limited by § 8104-B, and § 8111. Nothing in this agreement shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the DISTRICT 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 DISTRICT. Prior to execution of this Agreement, the TOWN shall furnish the DISTRICT and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the DISTRICT of termination of insurance from the insurance provider or agent. The TOWN shall also provide a copy of any endorsement naming the DISTRICT as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the DISTRICT, its officers or employees. Upon DISTRICT's request, the TOWN shall provide DISTRICT with a complete copy of any of the above-referenced policies. the TOWN and its contractors shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of Corporation Counsel). DISTRICT's acceptance or lack of acceptance of Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the obligation to obtain and maintain such insurance as required by this agreement. If the TOWN maintains broader coverage and/or higher limits than the minimum shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the TOWN.

8. The DISTRICT agrees to restore any portion of the DISTRICT EASEMENT disturbed by the DISTRICT in the exercise of its rights, to a reasonable condition after laying, relaying, maintaining or removing its sewer pipeline, and will take steps to protect the improvements of the TOWN located in the DISTRICT EASEMENT as much as reasonably possible.

9. This Agreement shall be binding upon and for the benefit of the parties to it and their respective heirs, successors and assigns, and shall be a covenant running with the land of the TOWN.

10. The failure of the DISTRICT to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of its terms or conditions, but all terms and conditions shall remain in full force and effect at all times.

The parties have signed two original counterparts of this Agreement as a sealed document, to be effective on the date at the top of this Agreement.

[Signatures to follow]

Witness: TOWN OF WINDHAM

_____ _____
By: Robert J. Burns
Its: Town Manager

State of Maine
Cumberland County , 2026

Then personally appeared the above-named Robert J. Burns and acknowledged the foregoing instrument to be his/her free act and deed on behalf of the TOWN of WINDHAM.

Before me,

_____
Notary Public/Attorney at Law
Print Name:_____
Commission Expires:

Witness: PORTLAND WATER DISTRICT

_____ _____
Scott Firmin
General Manager

State of Maine
Cumberland County , 2026

Then personally appeared the above-named Scott Firmin and acknowledged the foregoing instrument to be his free act and deed on behalf of said Portland Water District.

Before me,

_____
Notary Public/Attorney at Law
Print Name:_____